



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, August 12, 2008 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- Terren Anderson, Pastor, Life Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. **Approval of the Minutes from the July 22, 2008, Regular Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- B. **Concur with Mayor's appointment of Barbara Gilbertson to the McAlester Economic Development Service, Inc. for a term to expire October, 2008.** *(Kevin E. Priddle, Mayor)*
- C. **Concur with Mayor's appointment of Amy Johns to the McAlester Economic Development Service, Inc. for a term to expire June, 2011.** *(Kevin E. Priddle, Mayor)*
- D. **Accept, and place on file, the Oklahomans for Independent Living Transportation Program for the period July 1, 2007 through June 30, 2008.** *(Mike, Ward, Executive Director, Oklahomans for Independent Living)*
- E. **Approval of Claims for Fiscal Year 2007-2008, ending June 30, 2008.** *(Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant City Financial Officer)*
- F. **Approval of Claims for the period of July 23, 2008 through August 12, 2008.** *(Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant City Financial Officer)*

ITEMS REMOVED FROM CONSENT AGENDA

SCHEDULED BUSINESS

1. **Consider, and act upon, a Resolution declaring support and endorsement for the formation of a county-wide Crimestoppers organization.** *(Kevin E. Priddle, Mayor)*

Executive Summary

This agenda item involves a resolution of support for the formation of a crimestoppers organization county-wide.

2. **Consider, and act upon, a Partnership Request by Eastern Oklahoma State College for the use of the Southeast EXPO Center for the College and Career Day scheduled for October 30, 2008.** *(Barbara Gilbertson and Nicole Cooke, Eastern Oklahoma State College)*

Executive Summary

This agenda item concerns a request by Eastern Oklahoma State College to partner with the City on the Second Annual Career and College Tour in the amount of \$2,250.00.

3. **Consider, and act upon, a Partnership Request by Italian Festival Committee for the use of the Southeast EXPO Center for the 39th Annual Festival scheduled for May 16 and 17, 2009.** *(Bob Lenardo, Italian Festival Committee)*

Executive Summary

This agenda item concerns a request by Italian Festival Committee to partner with the City for the 39th Annual Festival in the amount of \$2,125.00.

4. **Consider, and act upon, a Residential Planned Unit Development, known as the Brookhaven Addition, located at Douglas Avenue and Ten Springs Avenue, on a site of approximately 4.30 acres.** *(Mark B. Roath, City Manager and Acting Planning and Community Development Director and Alan Martin, applicant)*

Executive Summary

This agenda item involves a request for a residential planned unit development known as Brookhaven Addition, which involves the construction of eighteen (18) single family dwelling units on a proposed 4.30 acre site located at Douglas Avenue and Ten Springs Avenue. The developer plans to construct units with a minimum of 1,800 square feet, which will be masonry construction.

5. **Hold a Public Hearing and consider, and act upon, an Ordinance amending the General Zoning Ordinance No. 1843 by rezoning the North 78' of Lot 1, Block 491, in the City of McAlester, located at the corner of Kiowa Avenue and Seventh Street from R1-B (single family residential) to R-3 (multi-family residential).** *(Mark B. Roath, City Manager and Acting Planning and Community Development Director and Jason Barnett, applicant)*

Executive Summary

This agenda item involves a rezone request, located at Kiowa Avenue and Seventh Street, from R1-B to R-3 for the purpose of constructing apartments.

6. **Hold a Public Hearing and consider, and act upon, an Ordinance amending Ordinance No. 2287, entitled Animals, Article II, Sections 10-32; 10-46 (h) and 10-48 (1); creating a new Section 10-31.1; and providing an effective date.** *(Jim Lyles, Chief-of-Police)*

Executive Summary

This agenda item involves an amendment to Ordinance No. 2287, which relates to animals.

7. **Hold a Public Hearing and consider, and act upon, an Ordinance amending the Code of Ordinances, Chapter 102, Article I, Section 102-15, Use of Roller Skates, Skateboards, etc., on roadways and sidewalks; creating a new Section 102.15.1; and declaring an emergency.** *(Jim Lyles, Chief-of-Police)*

Executive Summary

This agenda item involves amendments to the Code of Ordinances, Chapter 102, Article I, Section 102-15 and declaring an emergency.

8. **Consider, and act upon, authorizing the Mayor to execute contract related to economic development services for fiscal year 2008/2009, between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS), following submittal of said contract for review and acceptance by the MEDS Board of Directors.** *(Kevin E. Priddle, Mayor; Donnie Condit and Sam Mason, Councilmember's)*

Executive Summary

This agenda item involves a contract with MEDS to render economic development services for the fiscal year 2008-2009 in the amount of \$150,000.00.

9. **Consider, and act upon, authorizing the Mayor to execute an agreement with Oklahomans for Independent Living.** *(Mike Ward, Executive Director, Oklahomans for Independent Living)*

Executive Summary

This agenda item involves a funding request by the Oklahomans for Independent Living, in the amount of \$24,000.00, for the fiscal year 2008-2009.

10. **Consider, and act upon, authorizing the Mayor to execute an Inter-Agency Agreement with the City of Krebs for dispatch services from July 1, 2008 to June 30, 2009, following execution of the Agreement by the Mayor for the City of Krebs.** *(Jim Lyles, Chief-of-Police)*

Executive Summary

This agenda item involves a dispatch services inter-agency agreement with the City of Krebs, whereby the City of Krebs will pay the City \$18,000 for the fiscal year 2008-2009.

- 11. Consider, and act upon, authorizing the Mayor to execute an Inter-Agency Agreement with the Board of County Commissioners of Pittsburg County, Oklahoma for animal services, following execution of the Agreement by the Chairman of the Board of County Commissioners. (Jim Lyles, Chief-of-Police)**

Executive Summary

This agenda item involves an animal services inter-agency agreement with the Board of County Commissioners of Pittsburg County.

- 12. Consider, and act upon, a (reaffirmation/termination) of a Letter of Engagement with the accounting firm of Hulme, Rahhal, Henderson, Inc. for services related to performing an audit of the Schedule of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999, and 2002 Capital Improvement Bonds. (Mark B. Roath, City Manager and Acting Chief Financial Officer)**

Executive Summary

This agenda item involves a Letter of Engagement with the above named firm to perform an audit, which said firm has expressed, in writing, an inability to complete the task.

- 13. Consider, and act upon, authorizing the Mayor to execute a Contract with McGuire Brothers Construction, Inc., in the amount of \$136,911.00, for a water and sewer improvement project, following execution of the Contract by the contractor and review and approval by the City Attorney. (David Medley, Utilities Director)**

Executive Summary

This agenda item involves a construction contract for water and sewer improvements, which are partially funded by a CDBG grant.

- 14. Consider, and act upon, authorizing the Mayor to execute an Addendum to an Airport Hangar Lease Agreement with the Oklahoma Department of Public Safety. (Mel Priddy, Community Services Director)**

Executive Summary

This agenda item involves an addendum to an existing Airport Hangar Lease Agreement with the OSP.

- 15. Consider, and act upon, a Resolution of the City of McAlester, Oklahoma, amending Resolution No. 07-09, which established the Budget for Fiscal Year 2007/08; repealing all conflicting resolutions; providing for a severability clause; and providing for an effective date. (Mark B. Roath, City Manager and Acting Chief Financial Officer)**

Executive Summary

This agenda item involves a final budget amendment to the FY 2007/08 Budget.

- 16. Consider, and act upon, approving payment to Kirby Smith Machinery, Inc., in the amount of \$29,454.43, for repairs to a rental dozer at the McAlester Municipal Landfill. (George Marcangeli, City Engineer and Public Works Director)**

Executive Summary

This agenda item involves repairs made to a rental dozer owned by Kirby Smith Machinery, Inc.

- 17. Discussion, and possible action, on Crawford and Associates findings related to the City of McAlester Forensic Accounting Report issued by BKD, L.L.P on January 6, 2006. (Sam Mason, Councilmember)**

Executive Summary

This agenda item relates to Crawford and Associates findings that certain expenditures were allowable to offset the amount identified in the BKD Study. More specifically, this agenda item relates to the City Council's desire to obtain an independent

bond counsel's review of the Crawford and Associates findings—that is, in order to determine legally what amount is owed by the City; and thereafter, to adopt a formal repayment plan to commit the City to make said repayment. Note: The City Council, in good faith, allocated \$100,000 in this fiscal year to begin repaying the debt identified in the BKD Study.

- 18. Discussion, and possible action, on directing the City Attorney to investigate and propose a course of action to resolve the legal questions associated with the excess tax receipts on the CIP one cent sales tax. (Sam Mason, Councilmember)**

Executive Summary

This agenda item relates to the one cent sales tax. Moreover, this agenda item relates to the need for legal advice, from the City Attorney, as to the past as well as the future use of any excess monies from this revenue source.

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 July 22, 2008, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item 14 related to authorizing the Mayor to execute an Addendum to an Airport Hangar Lease Agreement with the Oklahoma Department of Public Safety. (Mel Priddy, Community Services Director)**
- **Confirm action taken on City Council Agenda Item E regarding the Claims for Fiscal Year 2007-2008, ending June 30, 2008. (Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of July 23, 2008 through August 12, 2008. (Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)**

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CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the July 22, 2008, Regular Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item 13 related to authorizing the Mayor to execute a Contract with McGuire Brothers Construction, Inc., in the amount of**

\$136,911.00, for a water and sewer improvement project, following execution of the Contract by the contractor and review and approval by the City Attorney. (David Medley, Utilities Director)

- **Confirm action taken on City Council Agenda Item 15 related to a Resolution of the City of McAlester, Oklahoma, amending Resolution No. 07-09, which established the Budget for Fiscal Year 2007/08; repealing all conflicting resolutions; providing for a severability clause; and providing for an effective date. (Mark B. Roath, City Manager and Acting Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item 16 related to approving payment to Kirby Smith Machinery, Inc., in the amount of \$29,454.43, for repairs to a rental dozer at the McAlester Municipal Landfill. (George Marcangeli, City Engineer and Public Works Director)**
- **Confirm action taken on City Council Agenda Item E regarding the Claims for Fiscal Year 2007-2008, ending June 30, 2008. (Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of July 23, 2008 through August 12, 2008. (Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)**

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

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

- **Section 307 (B) (2) - Discuss status of negotiations concerning employees and representatives of employee groups: IAFF and FOP.**
- **Section 307 (B) (4) – Discuss status of the City of McAlester v. Joyce Ramsey litigation.**

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 ____, 2007 at ___ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
July 22, 2008

The McAlester City Council met in regular session on Tuesday, July 22, 2008, at 6:00 P.M. after proper notice and agenda was posted July 17, 2008, at 3:30 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order. Council Roll Call was as follows:

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

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

INVOCATION & PLEDGE OF ALLEGIANCE

- **James Crowson, Pastor of The King's House**

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

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

- A. Approval of the Minutes from the July 8, 2008, Special Meeting of the City Council. (Cora Middleton, City Clerk)**
- B. Approval of the Minutes from the July 8, 2008, Regular Meeting of the City Council. (Cora Middleton, City Clerk)**
- C. Concur with Mayor's appointment of Dr. Chad Crawley to the McAlester Regional Health Center Authority for the term to expire February, 2012. (Kevin E. Priddle, Mayor)**
- D. Concur with Mayor's reappointment of Betty Pickle to the McAlester Housing Authority for the term to expire July, 2012. (Kevin E. Priddle, Mayor)**
- E. Approval of claims through June 30, 2008. (Sherry Alessi, Assistant Chief Financial Officer) In the amount of: General Fund - \$19,753.85.**

F. Approval of claims for the period of July 9 through July 24, 2008. (Sherry Alessi, Assistant Chief Financial Officer)

Councilman Wilkinson moved for the approval of the Consent Agenda. Seconded by Councilman Mason.

Before the vote, Councilman Mason requested that items "A" and "F" be removed for individual consideration.

There was no further discussion and the vote was taken on items "B" through "E" as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

A. Approval of the Minutes from the July 8, 2008, Special Meeting of the City Council. (Cora Middleton, City Clerk)

Councilman Mason commented that there was still an error in the corrected minutes that they had received. He explained that in the call to order, Mayor Priddle needed to be replaced with Vice-Mayor Mason. He commented that this had just been an oversight and he asked that the City Clerk correct that in the minutes. Mayor Priddle seconded the motion.

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

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

NAY: None

Mayor Priddle declared the motion carried

F. Approval of claims for the period of July 9 through July 24, 2008. (Sherry Alessi, Assistant Chief Financial Officer) In the amounts of: General Fund - \$143,249.70; Parking Authority - \$183.60; Nutrition - \$628.86; Employee Retirement - \$10,058.00; Educational Fund - \$44,989.43; SE Expo Center/Tourism Fund - \$7,561.50; E-911 - \$2,108.19 and Dedicated Sales Tax-MPWA - \$1,500.00.

Councilman Mason commented that he would like to discuss an item on page ten dealing with a payment to Benefit Partners who are the actuaries for the retirement fund. He stated that he did not object to paying this claim. He added that he had received a copy of the actuarial report and he thought that all members of the Council should be given a copy of the report. He then requested that prior to the next meeting, all members of the Council receive a copy of the report and that they also receive copies of all reports concerning the authorities and boards of the City.

Mr. Roath stated that there was no problem furnishing copies of the report to the Council and when the new report is received it will also be made available to the Council.

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

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

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

NAY: None

Mayor Priddle declared the motion carried

SCHEDULED BUSINESS

1. Presentation on the status of the Water Treatment Plant Improvements. (David Medley, Utilities Director)

Executive Summary

This agenda item concerns a presentation on improvements to be made to the water treatment plant including information on the City's water quality.

Mayor Priddle explained that previously the Council had approved a payment of \$676,000.00 for improvements to the Water Treatment Plant and this item had been placed on the agenda because he felt it was important to keep the Council and citizens updated on the status of any projects that the City may be involved with.

David Medley reported to the Council on the status of the Water Treatment Plant Improvements. During his report Mr. Medley stated that the project was on schedule. The Notice of Award had been signed by Mayor Priddle and forwarded to the contractor, Northern Equipment Company. He stated that the contractor was in the process of obtaining the required bonds and insurance. He commented that a preconstruction conference had tentatively been scheduled for next week.

Mr. Medley stated that the City Attorney had reviewed the contract and had given a preliminary approval as to its completeness. He added that once they had the signed contract, bonds and insurance and the City Attorney had reviewed and approved the information, a Notice to Proceed would be issued. Hopefully that would be done in the next few days and then, according to the contract, the contractor would have ten days to begin work and ninety calendar days to complete the contract. He stated that they were tentatively looking at August 11th for a start date and November 8th for completion.

He furnished some background information regarding this project, stating that this would allow for a new process at the plant called enhanced coagulation. He stated that this process was used to remove excess organics from the water and that when this is completed should aid in keeping the City in compliance with DEQ requirements.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Mr. Roath reported that the light agenda had partly been due to the changes in the new Charter. He commented that the procedure for addressing ordinances had greatly changed and now required a seven day posting prior to consideration. He stated that he was actively working on filling the position of Chief Financial Officer. He added that he had scheduled an interview with one candidate for this week. Mr. Roath then commented that the staff was working diligently to reduce the cost of fuel and other energy. He stated that there had been several meetings on the subject since this had been one of the main items with this years' budget.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler welcomed "Pet Sense" to the community. He commented that he had attended the grand opening Saturday. He mentioned that "StarBucks" was closing the recently opened store.

Councilman Condit commented that he had also attended the grand opening for "Pet Sense". He added that he had visited with "StarBucks" corporate office and was informed that they would be reviewing all emails they received regarding the closing.

Councilman Garvin commented on the highway construction on north 69 Highway, stating that hopefully it would be completed soon. He stated that he would be looking for a little bit of growth in Fifth Ward.

Councilman Mason commented on the length of the meeting and how it could help conserve energy.

Mayor Priddle reminded everyone of the upcoming Prison Rodeo on the fifteenth and sixteenth of August. He commented on how impressed he was by the activity of the various boards and committees and their members. He mentioned that "Pride in McAlester" was still working. He also expressed his appreciation for the report that had been given by David Medley.

RECESS COUNCIL MEETING

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

Councilman Condit moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Mason and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 6:19 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 6:20 P.M.

ADJOURNMENT

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 6:21 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Oklahomans for Independent Living

Transportation Program

July 1, 2007 through June 30, 2008

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

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

The total number of trips for the year were **5,582**.

Cost for the program for the 12 month period were:

\$41,237.00

The Oklahomans for Independent Living greatly appreciate the support of the City of McAlester for assisting in the funding of this important service for its citizens that have disabilities and are elderly.

**CLAIMS FOR 07-08 FY
ENDING JUNE 30, 2008**

CHECK: 03843 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|-------------------|------------------|--|--------|-----------|
| ..A00687 | ARKANSAS MUNICIPAL LEAG | I-2007-1156 | 01 -5653317 | ADVERTISING & EMPLOYMENT AD FOR | 043012 | 126.00 |
| ..C00245 | CATHEY & ASSOCIATES, L. | I-20252 | 01 -5321319 | MISCELLANEOUS SECURITY DOOR: DET. DIV. | 043014 | 1,860.00 |
| | | I-20510 | 01 -5653202 | OPERATING SUP DOOR REPLACEMENT FOR | 043014 | 788.25 |
| ..G00130 | GALL'S INC./DYNA MED | I-5946953700027 | 01 -5322202 | OPERATING SUP 62 OC SPRAY & SHIP | 043019 | 359.91 |
| ..H00132 | HENRY MOSS TRUCKING | I-1325 W CHESTNUT | 01 -5652319 | DEMOLITION DEMO FOR 1325 W CHESTNUT | 043021 | 1,850.00 |
| ..I00110 | IMPRESS OFFICE SUPPLY | I-025723 | 01 -5862203 | REPAIRS & MAI 3 FILING CABINETS | 043022 | 2,161.68 |
| ..N00250 | MCALESTER NEWS CAPITAL | I-JUNE 2008 | 01 -5653317 | ADVERTISING & EMPLOYMENT AD EXECUTIVE | 043024 | 83.55 |
| ..N00271 | NIX FORD | I-105401 | 01 -5431203 | REPAIRS & MAI REPAIRS TO EMS | 043025 | 595.15 |
| ..O00530 | OML-OK MUNICIPAL LEAGUE | I-025545 | 01 -5653317 | ADVERTISING & EMPLOYMENT AD FOR | 043026 | 10.00 |
| ..P00133 | PATROL TECHNOLOGY | I-4873 | 01 -5321207 | CLOTHING ALLO CLOTHING: EQUIPMENT FOR | 043028 | 120.00 |
| ..P00549 | PUBLIC SAFTEY CENTER | I-148847IN | 01 -5321202 | OPERATING SUP 50 REFLECTIVE VESTS | 043031 | 1,172.99 |
| ..W00423 | WOLVERINE COACH CO | I-0693 | 01 -5322319 | MISCELLANEOUS CEN CONTROL BOX - WHITE | 043034 | 4,750.00 |
| | | | | VENDOR SET 01 GENERAL FUND | TOTAL: | 13,877.53 |

CHECK: 03843 Regular Payments

VENDOR SET: 01

VENDOR : 02 MPWA

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|--------------|------------------|---|--------|-----------|
| .-B00491 | BRENNTAG SOUTHWEST | | | | | |
| | | I-BSW086164 | 02 -5974206 | MAJOR CHEMICA POLYMER - 2 LOADS | 043013 | 14,721.15 |
| | | I-BSW091719 | 02 -5974206 | MAJOR CHEMICA POLYMER - 2 LOADS | 043013 | 14,468.40 |
| .-D00740 | DUKE'S SALES & SERVICE | | | | | |
| | | I-5266 | 02 -5975202 | OPERATING SUP ROOT CONTROL FOR SEWER | 043015 | 2,922.42 |
| .-D00765 | DUN RIGHT FENCEING | | | | | |
| | | I-29 | 02 -5975332 | LAND IMPROVEM REPLACEMENT FENCING FOR | 043016 | 720.00 |
| .-E00321 | EVANS ENTERPRISES, INC. | | | | | |
| | | I-10654526 | 02 -5974316 | REPAIRS & MAI 350 HP MOTOR FOR FINISHED | 043017 | 21,800.00 |
| .-E00324 | EVANS ENTERPRISES | | | | | |
| | | I-10655597 | 02 -5974203 | REPAIRS & MAI GEAR BOX - RE-BUILD | 043018 | 1,739.00 |
| .-H00100 | HAYNES EQUIPMENT, LLC | | | | | |
| | | I-S3543-IN | 02 -5974308 | CONTRACTED SE 8" GORMAN -RUPP PUMP | 043020 | 8,560.00 |
| | | I-S3559-IN | 02 -5973206 | MAJOR CHEMICA 6" GORMAN-RUPP PUMP | 043020 | 1,328.95 |
| | | I-S3559-IN-A | 02 -5974203 | REPAIRS & MAI 6" GORMAN-RUPP PUMP | 043020 | 4,473.00 |
| .-MC0171 | MCALESTER SUPER LINER P | | | | | |
| | | I-8002237 | 02 -5974203 | REPAIRS & MAI UTILITY BARN FOR SUMMITT | 043023 | 1,355.00 |
| | | I-8002238 | 02 -5974203 | REPAIRS & MAI 12 X 24 PORTABLE GARAGE | 043023 | 4,745.00 |
| .-P00270 | PHILLIP GONZALES CONST. | | | | | |
| | | I-4037 | 02 -5974203 | REPAIRS & MAI CONCRETE PAD AND FOOTING | 043029 | 3,101.00 |
| .-P00300 | PIONEER SUPPLY CO. | | | | | |
| | | I-158997 | 02 -5975335 | SEWER MAIN CO 300FT OF DR14C900 PVC | 043030 | 1,395.00 |
| .-T00630 | TWIN CITIES READY MIX | | | | | |
| | | I-21208- | 02 -5973203 | REPAIRS & MAI FLOOR FOR NEW LIFT | 043032 | 892.50 |
| | | I-21987 | 02 -5973203 | REPAIRS & MAI FLOOR FOR NEW LIFT | 043032 | 309.00 |
| .-U00054 | UTILITY SERVICE CO. INC | | | | | |
| | | I-198147 | 02 -5974203 | REPAIRS & MAI B & SEMINOLE WATER TANK | 043033 | 2,650.00 |
| | | I-198148 | 02 -5974203 | REPAIRS & MAI WASHOUT, INSPECTION, | 043033 | 1,950.00 |
| | | | | VENDOR SET 02 MPWA | TOTAL: | 87,130.42 |

ACCOUNT: 03843 Regular Payments

ENDOR SET: 01

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

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|------------------------|-----------|------------------|-------------------------------------|---------------------|------------|
| L-000532 | OKLAHOMA POLICE SUPPLY | | | | | |
| | | I-0120569 | 14 -5321451 | POLICE EQUIPM 2 VESTS: KIRK JOHNSON | 043027 | 900.00 |
| | | | | VENDOR SET 14 C.O.P.S./GRANT | TOTAL: | 900.00 |
| | | | | | REPORT GRAND TOTAL: | 101,907.95 |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | LINE ITEM | | GROUP BUDGET | |
|-----------------------------|-------------|--------------------------|------------|---------------|----------------------------|---------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 07-2008 | 01 -5321202 | OPERATING SUPPLIES | 1,172.99 | 23,771 | 33.81 | | |
| | 01 -5321207 | CLOTHING ALLOWANCE | 120.00 | 40,989 | 0.00 | | |
| | 01 -5321319 | MISCELLANEOUS | 1,860.00 | 3,000 | 3.05 | | |
| | 01 -5322202 | OPERATING SUPPLIES | 359.91 | 4,300 | 21.33 | | |
| | 01 -5322319 | MISCELLANEOUS | 4,750.00 | 8,256 | 10.04 | | |
| | 01 -5431203 | REPAIRS & MAINT SUPPLIES | 595.15 | 67,156 | 302.70 | | |
| | 01 -5652319 | DEMOLITION | 1,850.00 | 44,956 | 8,231.02 | | |
| | 01 -5653202 | OPERATING SUPPLIES | 788.25 | 3,705 | 0.24 | | |
| | 01 -5653317 | ADVERTISING & PRINTING | 219.55 | 4,135 | 23.84 | | |
| | 01 -5862203 | REPAIRS & MAINT SUPPLIES | 2,161.68 | 175,268 | 5,018.14 | | |
| | 02 -5973203 | REPAIRS & MAINT SUPPLIES | 1,201.50 | 57,500 | 3,090.80 | | |
| | 02 -5973206 | MAJOR CHEMICALS | 1,328.95 | 6,575 | 2,341.30 | | |
| | 02 -5974203 | REPAIRS & MAINT SUPPLIES | 20,013.00 | 50,000 | 1,853.53 | | |
| | 02 -5974206 | MAJOR CHEMICALS | 29,189.55 | 390,000 | 66,342.96 | | |
| | 02 -5974308 | CONTRACTED SERVICES | 8,560.00 | 65,000 | 5,017.11 | | |
| | 02 -5974316 | REPAIRS & MAINTENANCE | 21,800.00 | 85,000 | 1,400.98 | | |
| | 02 -5975202 | OPERATING SUPPLIES | 2,922.42 | 30,000 | 3,909.74 | | |
| | 02 -5975332 | LAND IMPROVEMENTS | 720.00 | 10,000 | 1,000.00 | | |
| | 02 -5975335 | SEWER MAIN CONST. | 1,395.00 | 5,000 | 2,083.33 | | |
| | 14 -5321451 | POLICE EQUIPMENT | 900.00 | 32,500 | 5,309.00 | | |
| ** 2007-2008 YEAR TOTALS ** | | | 101,907.95 | | | | |

NO ERRORS

** END OF REPORT **

**CLAIMS FROM JULY 23, 2008
THRU
AUG. 12, 2008**

CHECK: 03833 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|---|--------|----------|
| -1 | MISC VENDOR | | | | | |
| | HAROLD STEWART | I-08-21847 | 01 -5431331 | EMPLOYEE TRAV MEALS FOR CONF. | 042862 | 225.00 |
| | JORDAN GRIPPANDO | I-08-21949 | 01 -5431331 | EMPLOYEE TRAV MEALS WHILE @ TRAINING | 042863 | 520.00 |
| | COLT SANDERS | I-08-21950 | 01 -5431331 | EMPLOYEE TRAV MEALS WHILE @ TRAINING | 042864 | 520.00 |
| -A00016 | AARON BOATRIGHT | | | | | |
| | | I-08-21948 | 01 -5431331 | EMPLOYEE TRAV MEALS WHILE @ TRAINING | 042865 | 520.00 |
| -A00025 | AT & T MOBILITY | | | | | |
| | | I-JULY 08 | 01 -5215315 | TELEPHONE UTI CELL BILL FOR JULY 08 | 042857 | 2,451.70 |
| -A00028 | "A" PLUS LAWN SERVICE | | | | | |
| | | I-08-21910 | 01 -5542308 | CONTRACTED SE CONTRACT MWOING AT | 042866 | 600.00 |
| -A00200 | ADAMS TRUE VALUE | | | | | |
| | | I-119176 | 01 -5547203 | REPAIRS & MAI CHEMICALS FOR POND AT | 042868 | 142.25 |
| -A00355 | ALL PAWN & SURPLUS | | | | | |
| | | I-08-21851 | 01 -5431207 | CLOTHING ALLO CLOTHES | 042869 | 26.95 |
| -A00500 | AMERICAN MUNICIPAL SERV | | | | | |
| | | I-08-21977 | 01 -5213337 | COLLECTION SE OUTSTANDING FINES COLLECT | 042870 | 657.05 |
| -A00751 | ATWOODS | | | | | |
| | | I-3095015 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 15.95 |
| | | I-3101579 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 52.99 |
| | | I-3101602 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 85.99 |
| | | I-3102266 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 8.38 |
| | | I-3102547 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 27.94 |
| | | I-3104885 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 26.22 |
| | | I-3105106 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 45.66 |
| | | I-3105220 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 54.95 |
| | | I-3105406 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 6.05 |
| | | I-3106229 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 29.98 |
| | | I-3109093 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 9.65 |
| | | I-3109577 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 17.75 |
| | | I-3110092 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042871 | 25.02 |
| | | I-3110890 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042872 | 111.96 |
| -A00770 | AUTO PARTS CO | | | | | |
| | | I-818270-819340-8192 | 01 -5862203 | REPAIRS & MAI PARTS FOR POLICE CARS | 042873 | 100.91 |
| | | I-818270-819340-8192 | 01 -5862203 | REPAIRS & MAI INV. FROM OLD PO | 042873 | 208.95 |
| | | I-819292 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042873 | 285.87 |
| | | I-819946 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 199.75 |
| | | I-819946 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 39.81 |
| | | I-819950 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 53.57 |
| | | I-820052 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 113.32 |
| | | I-820064 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 6.96 |
| | | I-820084 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 129.08 |

CHECK: 03833 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------------------------------|------|----------------|------------------|---|--------|----------|
| -A00770 AUTO PARTS CO | | continued | | | | |
| | | I-820117 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 208.95 |
| | | I-820152 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 49.32 |
| | | I-820198 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 156.05 |
| | | I-820202 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 4.59 |
| | | I-820213 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 22.02 |
| | | I-820215 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042875 | 49.51 |
| | | I-820244 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042876 | 17.77 |
| | | I-820308 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042876 | 80.95 |
| | | I-820357 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR AUTO PARTS | 042876 | 57.41 |
| | | I-820870 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042877 | 41.49 |
| | | I-820920 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042877 | 72.71 |
| | | I-820930 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042877 | 13.56 |
| | | I-820964 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042877 | 117.88 |
| | | I-820965 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042877 | 191.55 |
| | | I-821023 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042877 | 11.99 |
| | | I-821090 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 53.95 |
| | | I-821091 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 157.74 |
| | | I-821097 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 79.95 |
| | | I-821170 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 90.18 |
| | | I-821171 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 223.92 |
| | | I-821181 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 8.76 |
| | | I-821201 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 23.77 |
| | | I-821237 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 86.64 |
| | | I-821238 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 187.48 |
| | | I-821273 | 01 -5862203 | REPAIRS & MAI BLANKET PO FOR SM PARTS | 042878 | 23.48 |
| -B00043 B & S SUPPLY, INC. | | | | | | |
| | | I-58573 | 01 -5862204 | SMALL TOOLS TOOL ALLOWANCE FOR | 042879 | 400.00 |
| -B00180 BEMAC SUPPLY | | | | | | |
| | | I-S1398667.001 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042880 | 34.21 |
| | | I-S1399139.001 | 01 -5548203 | REPAIRS & MAI SUPPLIES FOR REPAIRS | 042880 | 145.65 |
| | | I-S1400108.001 | 01 -5547203 | REPAIRS & MAI MATERIALS FOR NEW DRAINAG | 042880 | 660.60 |
| | | I-S1402803.001 | 01 -5548203 | REPAIRS & MAI SUPPLIES FOR REPAIRS | 042881 | 1.12 |
| | | I-S1395004.001 | 01 -5548203 | REPAIRS & MAI SUPPLIES FOR REPAIRS | 042882 | 330.81 |
| -B00486 BRADELY RAY INMAN | | | | | | |
| | | I-08-21914 | 01 -5542308 | CONTRACTED SE UMPIRE FEES - 15 GAMES | 042885 | 300.00 |
| -B00490 BRIGGS PRINTING | | | | | | |
| | | I-53965 | 01 -5320202 | OPERATING EXP BUSINESS CARDS | 042886 | 68.50 |
| -B00570 BUCK WILSON BODY SHOP I | | | | | | |
| | | I-08-21777 | 01 -5543203 | REPAIRS & MAI LABOR AND MATERIALS FOR | 042888 | 600.00 |
| -C00046 C D W GOVERNMENT, INC | | | | | | |
| | | I-LCL5847 | 01 -5225330 | DUES & SUBSCR ANNUAL SUBSCRIPTION | 042889 | 1,919.00 |
| | | I-LCZ8657 | 01 -5225401 | COMPUTER TECH 4 HP DESKTOP COMPUTERS | 042889 | 860.00 |

CHECK: 03833 Regular Payments

ENDOR SET: 01

END : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|--------|------------------|--|--------|-----------|
| .-C00046 | C D W GOVERNMENT, INC | | continued | | | |
| | I-LFF6774 | | 01 -5225401 | COMPUTER TECH 4 HP DESKTOP COMPUTERS | 042889 | 111.30 |
| | I-LFH1354 | | 01 -5225401 | COMPUTER TECH 4 HP DESKTOP COMPUTERS | 042889 | 2,580.00 |
| .-C00245 | CATHEY & ASSOCIATES, L. | | | | | |
| | I-20535 | | 01 -5548203 | REPAIRS & MAI TEMPERED GLASS FOR CITY | 042890 | 86.00 |
| | I-20660 | | 01 -5321316 | REPAIRS & MAI AUTO GLASS - REPAIR OF | 042890 | 50.00 |
| .-C00275 | CECIL WADE | | | | | |
| | I-08-21925 | | 01 -5542308 | CONTRACTED SE CONTRACT MOWING AT BIG | 042891 | 400.00 |
| .-C00346 | CHAD HAMILTON | | | | | |
| | I-08-21909 | | 01 -5542308 | CONTRACTED SE UMPIRE FEES - 4 GAMES | 042892 | 80.00 |
| .-C00646 | COMPTON ELECTRIC | | | | | |
| | I-08-21853 | | 01 -5542316 | REPAIRS & MAI LABOR AND MATERIALS TO | 042894 | 1,931.66 |
| .-C00840 | CRAWFORD & ASSOCIATES | | | | | |
| | I-3583 | | 01 -5214302 | CONSULTANTS/L PROFESSIONAL SERVICES | 042895 | 1,180.00 |
| .-D00402 | DIAMOND TROPHY | | | | | |
| | I-749904 | | 01 -5101319 | MISCELLANEOUS PLAQUE FOR CITY ATTORNEY | 042899 | 27.95 |
| .-E00266 | ERVIN & ERVIN ATTORNEYS | | | | | |
| | I-08-22028 | | 01 -5214302 | CONSULTANTS/L RETAINER FEE (JULY 2008) | 042901 | 2,500.00 |
| | I-08-22028 | | 01 -5214302 | CONSULTANTS/L RETAINER FEE (AUG 2008) | 042901 | 2,500.00 |
| .-F00015 | FLEETCOR TECHNOLOGIES | | | | | |
| | I-NP13338566/8565 | | 01 -5862205 | PETROLEUM PRO JUNE FUEL FOR GENERAL | 042903 | 36,318.64 |
| .-F00037 | FASTENAL | | | | | |
| | I-OKMCA69475 | | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042904 | 29.35 |
| | I-OKMCA69508 | | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042904 | 60.16 |
| | I-OKMCA69814 | | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042904 | 41.43 |
| | I-OKMCA69990 | | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042904 | 167.24 |
| | I-OKMCA70300 | | 01 -5862203 | REPAIRS & MAI FLOOR DRY FOR SHOP | 042904 | 287.50 |
| .-F00170 | FIRST NATIONAL BANK | | | | | |
| | I-AUG 08 | | 01 -5865510 | CAPITAL LEASE LEASE#121 - ROAD GRADER | 042906 | 3,091.82 |
| .-G00055 | G.FARNEY & ASSOCIATES, | | | | | |
| | I-20517 | | 01 -5543206 | MAJOR CHEMICA CHEMICALS FOR ALL POOL | 042907 | 6,403.00 |
| .-G00490 | GRISSOM IMPLEMENT INC | | | | | |
| | I-40418 | | 01 -5542203 | REPAIRS & MAI REPAIRS TO BOTH RIDING | 042909 | 139.74 |
| | I-42587 | | 01 -5542203 | REPAIRS & MAI BATTERY FOR JD MOWER | 042909 | 52.41 |
| | I-43163 | | 01 -5862203 | REPAIRS & MAI PARTS FOR EXPO MOWER | 042909 | 79.46 |
| -H00075 | HARRIS CONSTRUCTION SER | | | | | |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|--------------|------------------|---|--------|----------|
| L-H00075 | HARRIS CONSTRUCTION SER | | continued | | | |
| | | I-478747 | 01 -5865218 | STREET RE-SUR FREIGHT ON 1000 TON CR | 042913 | 4,866.28 |
| L-H00258 | HUBBARD COMMUNICATIONS | | | | | |
| | | I-08-21975 | 01 -5215315 | TELEPHONE UTI CONSULTING SERVICE | 042915 | 500.00 |
| .-I00061 | IKON OFFICE SOLUTIONS, | | | | | |
| | | I-5008792571 | 01 -5321308 | CONTRACTED SE RICOH COPIER | 042916 | 23.96 |
| | | I-5008792571 | 01 -5321308 | CONTRACTED SE CANON COPIER | 042916 | 89.22 |
| .-I00110 | IMPRESS OFFICE SUPPLY | | | | | |
| | | I-024722 | 01 -5211202 | OPERATING SUP OPEN PO FOR MISC SUPPLIES | 042917 | 10.00 |
| | | I-025490 | 01 -5431202 | OPERATING SUP OPERATING SUPPLIES | 042917 | 38.82 |
| | | I-025564 | 01 -5431202 | OPERATING SUP OPERATING SUPPLIES | 042917 | 229.00 |
| | | I-025595 | 01 -5431202 | OPERATING SUP OPERATING SUPPLIES | 042917 | 5.16 |
| | | I-025614 | 01 -5101319 | MISCELLANEOUS BLANKET PO FOR COUNCIL | 042917 | 203.61 |
| | | I-025619 | 01 -5431202 | OPERATING SUP OPERATING SUPPLIES | 042917 | 12.06 |
| | | I-025624 | 01 -5431202 | OPERATING SUP OPERATING SUPPLIES | 042917 | 9.39 |
| | | I-025649 | 01 -5101319 | MISCELLANEOUS BLANKET PO FOR COUNCIL | 042917 | 8.00 |
| | | I-025700 | 01 -5431202 | OPERATING SUP OPERATING SUPPLIES | 042917 | 32.87 |
| | | I-025731 | 01 -5211202 | OPERATING SUP OPEN PO FOR MISC SUPPLIES | 042917 | 40.47 |
| .-I00120 | INCODE | | | | | |
| | | I-67884 | 01 -5225349 | INCODE SOFTWA 6 MTHS NETWORK SUPPORT | 042918 | 200.00 |
| .-I00140 | INDIAN NATION WHOLESALE | | | | | |
| | | I-4688299 | 01 -5548203 | REPAIRS & MAI MAINTENANCE & CLEANING | 042919 | 695.54 |
| | | I-4690619 | 01 -5542202 | OPERATING SUP FOR SBC | 042919 | 264.47 |
| | | I-4690620 | 01 -5543202 | OPERATING SUP FOR SWP | 042919 | 464.08 |
| | | I-4691481 | 01 -5542202 | OPERATING SUP OPEN PO FOR CONCESSION | 042919 | 297.76 |
| | | I-4696844 | 01 -5542202 | OPERATING SUP OPEN PO FOR CONCESSION | 042919 | 193.10 |
| | | I-4701322 | 01 -5862203 | REPAIRS & MAI 10 PAPER TOWLES @ 35.21 | 042919 | 346.50 |
| | | I-4701322 | 01 -5862203 | REPAIRS & MAI 3 CS TISSUE @ 40.00 | 042919 | 126.90 |
| | | I-4701322 | 01 -5865202 | OPERATING SUP 2 CS CUPS, PAPER TOWLES | 042919 | 83.50 |
| | | I-4701322 | 01 -5865202 | OPERATING SUP FREIGHT | 042919 | 6.78 |
| -I00250 | INTN'L FIRE CHIEF ASSOC | | | | | |
| | | I-08-22027 | 01 -5431330 | DUES & SUBSCR IFCA MEMBERSHIP DUES | 042920 | 390.00 |
| | | I-807254 | 01 -5431331 | EMPLOYEE TRAV REGISTRATION FEES | 042920 | 395.00 |
| | | I-807256 | 01 -5431331 | EMPLOYEE TRAV REGISTRATION FEES | 042920 | 395.00 |
| -J00223 | JERRY B RIVAS | | | | | |
| | | I-08-21846 | 01 -5431331 | EMPLOYEE TRAV MEALS FOR CONF. | 042922 | 225.00 |
| -J00338 | JOB CONSTRUCTION CO INC | | | | | |
| | | I-024569 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 120.27 |
| | | I-024960 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 2,228.69 |
| | | I-024961 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 919.96 |
| | | I-024962 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 177.77 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|--------------|------------------|---|--------|--------|
| I-J00338 | JOB CONSTRUCTION CO INC | | continued | | | |
| | | I-024963 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 124.49 |
| | | I-024964 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 262.17 |
| | | I-024965 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 163.53 |
| | | I-024966 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 110.78 |
| | | I-024967 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 158.78 |
| | | I-024968 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 163.00 |
| | | I-024970 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR PATCH | 042923 | 660.43 |
| .-K00071 | KATHY ANDERSON | | | | | |
| | | I-08-21912 | 01 -5542308 | CONTRACTED SE UMPIRE FEES - 10 GAMES | 042925 | 200.00 |
| .-K00135 | KENNY BARNES | | | | | |
| | | I-08-21913 | 01 -5542308 | CONTRACTED SE UMPIRE FEES - 12 GAMES | 042926 | 240.00 |
| .-K00270 | KSM EXCHANGE LLC | | | | | |
| | | I-T64144 | 01 -5862203 | REPAIRS & MAI PARTS FOR GRADALL | 042929 | 47.10 |
| .-L00067 | LABORATORY CONSULTANT S | | | | | |
| | | I-020921 | 01 -5653348 | DRUG TESTING RANDOM DRUG TESTING | 042930 | 100.00 |
| | | I-021004 | 01 -5653348 | DRUG TESTING RANDOM DRUG TESTING | 042931 | 50.00 |
| | | I-021462 | 01 -5653348 | DRUG TESTING RANDOM DRUG TESTING | 042932 | 50.00 |
| | | I-021532 | 01 -5653348 | DRUG TESTING RANDOM DRUG TESTING | 042933 | 100.00 |
| .-L00115 | LARRY YOUNG | | | | | |
| | | I-08-21776 | 01 -5542203 | REPAIRS & MAI LABOR AND MATERIALS | 042934 | 375.00 |
| .-L00211 | LEAGUE KANSAS MUNICIPAL | | | | | |
| | | I-08-1164 | 01 -5653317 | ADVERTISING & EMPLOYMENT AD FOR CHEIF | 042935 | 115.00 |
| .-L00266 | LEONA PLYMATE | | | | | |
| | | I-08-21911 | 01 -5542308 | CONTRACTED SE UMPIRE FEES - 18 GAMES | 042936 | 360.00 |
| .-L00275 | LEONARD & RINEER, P.C. | | | | | |
| | | I-08-21999 | 01 -5214302 | CONSULTANTS/L PROFESSIONAL SERVICES | 042937 | 506.25 |
| .-L00380 | LOCKE SUPPLY CO. | | | | | |
| | | I-8467608-00 | 01 -5548203 | REPAIRS & MAI SUPPLIES FOR REPAIRS | 042939 | 45.31 |
| | | I-8529527-00 | 01 -5545202 | OPERATING SUP AIR FILTERS | 042939 | 59.29 |
| .-L00428 | LOWE'S CREDIT SERVICES | | | | | |
| | | I-01316 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042940 | 46.54 |
| | | I-06775 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042940 | 67.39 |
| | | I-08931 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042940 | 45.23 |
| | | I-09233 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042940 | 103.76 |
| | | I-09391 | 01 -5548203 | REPAIRS & MAI AIR CONDITIONING UNIT FOR | 042940 | 349.00 |
| | | I-10503 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042940 | 72.76 |
| | | I-1304016 | 01 -5322316 | REPAIRS & MAI AIR CONDITIONER | 042940 | 349.00 |
| | | I-13523 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042940 | 71.28 |

ACCKET: 03833 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|-----------------|------------------|---|--------|-----------|
| 1-M00083 | MARGARET MCMORROW - LOW | | | | | |
| | | I-08-22010 | 01 -5214302 | CONSULTANTS/L PROFESSIONAL SERVICE IAFF | 042942 | 1,721.18 |
| | | I-08-22010 | 01 -5214302 | CONSULTANTS/L PROFESSIONAL SERVICES FOP | 042942 | 690.22 |
| 1-M00151 | MARVIN FAULKENBERRY | | | | | |
| | | I-08-21908 | 01 -5542308 | CONTRACTED SE UMPIRE FEES - 2 GAMES | 042943 | 40.00 |
| 1-M00480 | MILLER GLASS | | | | | |
| | | I-7166 | 01 -5547203 | REPAIRS & MAI WINDOWS REPAIR CEMTERY OF | 042945 | 100.00 |
| 1-M00487 | MILLER OFFICE EQUIPMENT | | | | | |
| | | I-CIN018169 | 01 -5431202 | OPERATING SUP YEARLY PAYMENT | 042946 | 334.75 |
| .-M00570 | MOORE MEDICAL CORP. | | | | | |
| | | I-95299823 | 01 -5431202 | OPERATING SUP MEDICAL SUPPLIES | 042947 | 368.00 |
| .-M00609 | MOTEL 6 | | | | | |
| | | I-0306106833 | 01 -5431331 | EMPLOYEE TRAV HOTELS FOR FIRE ACADEMY | 042948 | 1,093.84 |
| .-MC0095 | MCALESTER FENCE | | | | | |
| | | I-001241 | 01 -5543316 | REPAIRS & MAI LABOR AND MATERIALS TO | 042950 | 1,900.00 |
| .-MC0146 | MC ALESTER-PITTS. COUNT | | | | | |
| | | I-08-22018 | 01 -5215340 | OPERATING SUB YEARLY CONTRACT | 042951 | 40,000.00 |
| .-MC0148 | MC ALESTER VISION CENTE | | | | | |
| | | I-GUTH000001 | 01 -5653213 | SAFETY SUPPLI SAFETY GLASSES- DEWEY | 042952 | 125.00 |
| .-MC0169 | MCALESTER REG HEALTH | | | | | |
| | | I-CITYLAB8-1-08 | 01 -5653348 | DRUG TESTING NEW HIRE DRUG SCREENS | 042953 | 77.50 |
| .-MC0200 | MCALESTER SCOTTISH RITE | | | | | |
| | | I-8-2008 | 01 -5545311 | PARKING RENTA MONTHLY RENTAL FEE | 042954 | 375.00 |
| -N00250 | MCALESTER NEWS CAPITAL | | | | | |
| | | I-08-21917 | 01 -5652317 | ADVERTISING & NEWS PAPER ADS | 042955 | 31.15 |
| | | I-08-21917 | 01 -5652317 | ADVERTISING & NEWS PAPER ADS | 042955 | 31.30 |
| | | I-08-21955 | 01 -5212317 | ADVERTISING & #02557695 NOTICE TO VENDO | 042955 | 13.20 |
| | | I-JUNE 08 | 01 -5653317 | ADVERTISING & EMPLOYMENT AD FOR | 042955 | 83.55 |
| -N00270 | NIX CHEVROLET | | | | | |
| | | I-57319 | 01 -5862203 | REPAIRS & MAI CONVERTER FOR I-6 | 042956 | 1,010.10 |
| -N00271 | NIX FORD | | | | | |
| | | I-105883 | 01 -5431316 | REPAIRS & MAI REPAIRS TO EMS | 042957 | 858.26 |
| -N00343 | NORTHERN SAFETY CO INC | | | | | |
| | | I-P218048501029 | 01 -5865202 | OPERATING SUP 2 DUSK MASK | 042958 | 41.90 |
| | | I-P218048501029 | 01 -5865202 | OPERATING SUP FREIGHT | 042958 | 11.99 |

CHECK: 03833 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|----------------|------------------|---|--------|----------|
| .-000070 | OGIELA MOWER SHOP | | | | | |
| | | I-00103420 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIR | 042959 | 56.85 |
| .-000075 | O'REILLY AUTO PARTS | | | | | |
| | | I-0230471570 | 01 -5862203 | REPAIRS & MAI RADIATOR FOR BM-1 | 042960 | 313.62 |
| .-000229 | OKLA. CRIMINAL RESOURCE | | | | | |
| | | I-08-002486-S | 01 -5321308 | CONTRACTED SE SOFTWARE QUARTERLY | 042961 | 1,125.84 |
| .-000358 | OKLA. ST. DEPT. OF HEAL | | | | | |
| | | I-080- | 01 -5431202 | OPERATING SUP RUN SHEETS | 042963 | 56.00 |
| .-000419 | OKLA. TAX COMMISSION | | | | | |
| | | I-162309- | 01 -5542202 | OPERATING SUP SALES TAX PERMIT | 042964 | 10.00 |
| -000530 | OML-OK MUNICIPAL LEAGUE | | | | | |
| | | I-08-21857 | 01 -5211202 | OPERATING SUP 2007-2008 CERTIFICATION | 042965 | 50.00 |
| -P00025 | P & K RIVERSIDE | | | | | |
| | | I-598911 | 01 -5862203 | REPAIRS & MAI SOL VALVE FOR PK-3 | 042966 | 212.28 |
| -P00042 | PACIFIC TELEMANAGEMENT | | | | | |
| | | I-54408 | 01 -5215315 | TELEPHONE UTI STIPE CENTER PAY PHONE | 042967 | 225.00 |
| -P00210 | PEPSI COLA | | | | | |
| | | I-127434 | 01 -5542202 | OPERATING SUP CONCESSION SUPPLIES | 042968 | 110.00 |
| | | I-127458 | 01 -5542202 | OPERATING SUP CONCESSION SUPPLIES | 042968 | 38.40 |
| -P00510 | PRO-KIL PEST CONTROL | | | | | |
| | | I-47084 | 01 -5542202 | OPERATING SUP MONTHLY PEST CONTROL @ | 042969 | 126.00 |
| | | I-8324 | 01 -5548203 | REPAIRS & MAI FLEA SPRAY FOR FIRE DEPT. | 042969 | 100.00 |
| -Q00051 | QUINTON BLAND | | | | | |
| | | I-08-21907 | 01 -5542308 | CONTRACTED SE UMPIRE FEES - 10 GAMES | 042970 | 200.00 |
| -R00090 | RAM INC | | | | | |
| | | I-08702 | 01 -5862205 | PETROLEUM PRO 800 GAL NO LEAD FOR CEMET | 042971 | 3,036.00 |
| -R00210 | RED RIVER SPECIALIST, I | | | | | |
| | | I-221893 | 01 -5542206 | MAJOR CHEMICA HERBICIDES FOR PARKS AND | 042972 | 1,072.50 |
| | | I-222307 | 01 -5542206 | MAJOR CHEMICA HERBICIDES FOR PARKS AND | 042972 | 108.00 |
| -S00013 | SAF-T-GLOVE INC | | | | | |
| | | I-510604 | 01 -5542202 | OPERATING SUP OPEN PO FOR SAFETY ITEMS | 042973 | 149.00 |
| | | I-511559 | 01 -5542202 | OPERATING SUP OPEN PO FOR SAFETY ITEMS | 042973 | 57.00 |
| -S00150 | SEARS COMMERCIAL ONE | | | | | |
| | | I-034679023811 | 01 -5542204 | SMALL TOOLS EDGER TO REPLACE BROKEN | 042974 | 271.56 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|-------------------|------------------|---|--------|-----------|
| L-S00190 | SECURITY SYS. & ENG. IN | | | | | |
| | | I-24449 | 01 -5320202 | OPERATING EXP SERVICE CALL FOR REPAIR | 042975 | 85.00 |
| | | I-24465 | 01 -5542202 | OPERATING SUP BI YEARLY SECURITY | 042975 | 90.00 |
| L-S00386 | SMITH KEY & HARDWARE | | | | | |
| | | I-007572 | 01 -5543203 | REPAIRS & MAI OPEN PO FOR HARDWARE | 042979 | 19.32 |
| L-S00445 | SOUTHEAST OKLAHOMA BOX | | | | | |
| | | I-27858 | 01 -5320202 | OPERATING EXP 20 EVIDENCE BOXES | 042980 | 54.00 |
| L-S00510 | SOUTHERN SUPPLY & EQUIP | | | | | |
| | | I-42581 | 01 -5542203 | REPAIRS & MAI WEDEATER PARTS | 042981 | 64.80 |
| | | I-42733 | 01 -5542203 | REPAIRS & MAI WEDEATER PARTS | 042981 | 96.66 |
| L-S00725 | STAPLES CREDIT PLAN | | | | | |
| | | I-08-21968 | 01 -5101202 | OPERATING SUP SUPPLIES FOR VARIOUS | 042984 | 24.98 |
| | | I-08289 | 01 -5320202 | OPERATING EXP CAMERA-DIGITAL | 042984 | 204.96 |
| | | I-28507 | 01 -5225202 | OPERATING SUP BLANKET PO FOR SUPPLIES | 042984 | 174.92 |
| | | I-29622 | 01 -5548203 | REPAIRS & MAI OFFICE SUPPLIES-INK-PAPER | 042984 | 199.91 |
| | | I-31341 | 01 -5225202 | OPERATING SUP BLANKET PO FOR SUPPLIES | 042984 | 119.96 |
| L-S00770 | STATEWIDE COMMUNICATION | | | | | |
| | | I-1095 | 01 -5431203 | REPAIRS & MAI REPAIRS TO COMMUNICATION | 042985 | 136.90 |
| L-S00791 | STEIDLEY & NEAL, P.L.L. | | | | | |
| | | I-08-21861 | 01 -5214302 | CONSULTANTS/L RE: JAMES TANNEHILL VS | 042986 | 855.00 |
| | | I-9132 & 9131 | 01 -5214302 | CONSULTANTS/L STATEMENT # 9132 | 042986 | 1,290.00 |
| | | I-9132 & 9131 | 01 -5214302 | CONSULTANTS/L STATEMENT # 9131 | 042986 | 842.00 |
| L-S00876 | STEVEN D MARRIOTT | | | | | |
| | | I-08-21967 | 01 -5211331 | EMPLOYEE TRAV REIMBURSE CFO INTERVIEWER | 042987 | 450.45 |
| T00010 | T. H. ROGERS LUMBER CO. | | | | | |
| | | I-376338 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIRS | 042988 | 5.84 |
| | | I-377092 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIRS | 042988 | 11.84 |
| T00217 | THE ST. PAUL COMPANIES | | | | | |
| | | I-08-21804 | 01 -5215323 | DAMAGES INV#000293319 DEDUCTIBLE | 042989 | 18,990.81 |
| T00313 | TRACE ANALYTICS INC. | | | | | |
| | | I-C08-3079 / 3427 | 01 -5431203 | REPAIRS & MAI SHIPPING & HANDLING FEES | 042990 | 12.00 |
| T00370 | TIPPIT INSURANCE | | | | | |
| | | I-08-21951 | 01 -5215321 | AUTO INSURANC 1ST QTR AUTO- GEN. FUND | 042991 | 9,429.85 |
| | | I-08-21951 | 01 -5215321 | AUTO INSURANC 1ST QTR AUTO - NUTRITION | 042991 | 252.28 |
| | | I-08-21951 | 01 -5215321 | AUTO INSURANC 1ST QTR AUTO - E - 911 | 042991 | 199.41 |
| | | I-08-21951 | 01 -5215322 | INSURANCE/BON GENERAL FUND | 042991 | 44,348.54 |
| | | I-08-21951 | 01 -5215322 | INSURANCE/BON NUTRITION | 042991 | 3,123.14 |
| | | I-08-21951 | 01 -5215322 | INSURANCE/BON E - 911 | 042991 | 1,249.26 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-------------------------------------|------|---------------|------------------|---|--------|-----------|
| L-T00370 TIPPIT INSURANCE continued | | | | | | |
| | | I-08-21954 | 01 -5215321 | AUTO INSURANC 2 VEH. ADD @END OF YR GF | 042991 | 241.20 |
| | | I-08-21956 | 01 -5215322 | INSURANCE/BON BOILER @ LIBRARY | 042991 | 4,849.14 |
| | | I-26999 | 01 -5215322 | INSURANCE/BON GENERAL FUND | 042991 | 9,402.83 |
| .-T00505 TRAFFIC PARTS INC | | | | | | |
| | | I-277019 | 01 -5863203 | REPAIR & MAIN CONFLICT MONITOR | 042992 | 315.00 |
| .-T00630 TWIN CITIES READY MIX | | | | | | |
| | | I-21140- | 01 -5865218 | STREET RE-SUR BLANKET PO FOR CONCRETE | 042995 | 256.00 |
| | | I-21208 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR CONCRETE | 042995 | 892.50 |
| | | I-21314 | 01 -5865218 | STREET RE-SUR BLANKET PO FOR CONCRETE | 042995 | 512.00 |
| .-U00126 UNITED LAB. | | | | | | |
| | | I-22130 | 01 -5862203 | REPAIRS & MAI NUT CRACKER CLEANERS FOR | 042998 | 946.50 |
| -U00130 UNITED SAFETY & CLAIMS | | | | | | |
| | | I-08-21902 | 01 -5215106 | WORKMAN'S COM MEDICAL BILLS FOR WORKERS | 043000 | 12,000.00 |
| | | I-7231 | 01 -5215106 | WORKMAN'S COM SERVICE FEE FOR AUG 08 | 043001 | 1,175.00 |
| -W00040 WALMART COMMUNITY BRC | | | | | | |
| | | I-00951 | 01 -5542202 | OPERATING SUP OPEN PO FOR MISC. | 043002 | 17.10 |
| | | I-02943- | 01 -5543202 | OPERATING SUP POOL SUPPLIES | 043002 | 77.82 |
| | | I-03536 | 01 -5544202 | OPERATING SUP OPEN PO FOR CONCESSION | 043002 | 78.38 |
| | | I-04198 | 01 -5543202 | OPERATING SUP POOL SUPPLIES | 043002 | 51.41 |
| | | I-04264- | 01 -5543202 | OPERATING SUP OPEN PO FOR CONCESSIONS | 043002 | 212.71 |
| | | I-0442 | 01 -5542202 | OPERATING SUP OPEN PO FOR MISC. | 043002 | 21.69 |
| | | I-04474- | 01 -5653213 | SAFETY SUPPLI 50 CASES OF GATORADE | 043002 | 498.00 |
| | | I-05685 | 01 -5542202 | OPERATING SUP OPEN PO FOR MISC. | 043002 | 118.37 |
| | | I-05768 | 01 -5544202 | OPERATING SUP OPEN PO FOR CONCESSION | 043002 | 36.00 |
| | | I-06240 | 01 -5543202 | OPERATING SUP OPEN PO FOR CONCESSIONS | 043003 | 42.29 |
| | | I-06281 | 01 -5542202 | OPERATING SUP OPEN PO FOR MISC. | 043003 | 127.89 |
| | | I-06962 | 01 -5543202 | OPERATING SUP POOL SUPPLIES | 043003 | 110.14 |
| | | I-07706 | 01 -5543202 | OPERATING SUP POOL SUPPLIES | 043003 | 53.14 |
| | | I-08253 | 01 -5653213 | SAFETY SUPPLI 50 CASES OF GATORADE | 043003 | 498.00 |
| | | I-09820 | 01 -5544202 | OPERATING SUP OPEN PO FOR CONCESSION | 043003 | 69.68 |
| -W00072 WARREN CAT | | | | | | |
| | | I-PS150069268 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 043004 | 296.01 |
| -W00073 WARREN CLINIC | | | | | | |
| | | I-08-21991 | 01 -5431305 | PHYSICALS PHYSICALS 7 @ 520.00 EACH | 043005 | 3,640.00 |
| | | I-131818 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| | | I-148267 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| | | I-155576 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| | | I-158571 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| | | I-162035 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| | | I-197498 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| | | I-A107242 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------------------------|-------------------------|--------------|------------------|---|--------|------------|
| I-W00073 | WARREN CLINIC | | continued | | | |
| | | I-A126507 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| | | I-A130908 | 01 -5431305 | PHYSICALS PHYSICALS-9 @ 520.00 EACH | 043005 | 520.00 |
| I-W00160 | WAYEST | | | | | |
| | | I-08-21903 | 01 -5653213 | SAFETY SUPPLI REPAIR TO GAS DETECTION | 043006 | 280.00 |
| I-W00193 | WEDDLE SIGNS | | | | | |
| | | I-14205 | 01 -5547203 | REPAIRS & MAI MAINT. SIGNS FOR CEMETERY | 043007 | 40.00 |
| I-W00270 | WHITE ELECTRICAL SUPPLY | | | | | |
| | | C-CM220826 | 01 -5548203 | REPAIRS & MAI | 043008 | 13.82- |
| | | I-221536- | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 46.24 |
| | | I-222170 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 61.73 |
| | | I-222211 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 9.93 |
| | | I-222327 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 122.60 |
| | | I-222340 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 29.56 |
| | | I-222413 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 56.24 |
| | | I-222526 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 25.37 |
| | | I-222539 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 27.89 |
| | | I-222540 | 01 -5542203 | REPAIRS & MAI OPEN PO FOR MISC. REPAIRS | 043008 | 29.52 |
| | | I-222702 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 7.00 |
| | | I-222831 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 86.86 |
| | | I-222831 | 01 -5545202 | OPERATING SUP LIGHTS & MAINTENANCE | 043008 | 86.86 |
| | | I-222831 | 01 -5545202 | OPERATING SUP LIGHTS & MAINTENANCE | 043008 | 299.63 |
| | | I-223211 | 01 -5542203 | REPAIRS & MAI LIGHT BULBS FOR ALL BLDGS | 043008 | 131.43 |
| | | I-223322 | 01 -5548203 | REPAIRS & MAI MAINTENANCE SUPPLIES | 043008 | 436.22 |
| I-W00480 | WYLIE SPRAYERS OF OKLA. | | | | | |
| | | I-941796 | 01 -5862203 | REPAIRS & MAI SOLENIOD VALVE | 043009 | 115.62 |
| | | I-941796 | 01 -5862203 | REPAIRS & MAI PRESSURE RELIEF VALVE | 043009 | 69.46 |
| | | I-941796 | 01 -5862203 | REPAIRS & MAI SOLENIOD VALVE | 043009 | 169.94 |
| | | I-942448 | 01 -5862203 | REPAIRS & MAI PTO BELT HERBICIDE PUMP | 043009 | 580.34 |
| I-X00020 | XEROX CORP-MAJOR ACCOUN | | | | | |
| | | I-08-21809 | 01 -5215312 | EQUIPMENT REN BASE CHARGE | 043010 | 1,116.29 |
| | | I-08-21809 | 01 -5215312 | EQUIPMENT REN METER USAGE | 043010 | 213.73 |
| | | I-08-22020 | 01 -5215312 | EQUIPMENT REN XEROX COPIER - JULY | 043010 | 1,116.29 |
| I-Z00010 | ZEE MEDICAL INK | | | | | |
| | | I-0021757201 | 01 -5865202 | OPERATING SUP FIRST AID SUPPLIES | 043011 | 47.35 |
| VENDOR SET 01 GENERAL FUND | | | | | TOTAL: | 276,351.98 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|----------------------|------------------|---|--------|----------|
| 1-00002 | RITEC INDUSTRIAL PRODUC | | | | | |
| | | I-0058783-IN | 02 -5973203 | REPAIRS & MAI DEGREASER FOR LIFT STATIO | 042861 | 189.80 |
| 1-A00103 | ACCURATE ENVIRONMTAL LA | | | | | |
| | | I-8G08012 | 02 -5974304 | LAB TESTING TESTING ON THM & | 042867 | 1,360.00 |
| 1-A00770 | AUTO PARTS CO | | | | | |
| | | C-CMB15407 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 10.86- |
| | | C-CMB16043 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 78.97- |
| | | C-CMB17813 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 8.69- |
| | | C-CMB19616 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 192.23- |
| | | C-CMB20393 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042873 | 32.12- |
| | | C-CMB20619 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042873 | 68.86- |
| | | I-802730 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042873 | 14.21 |
| | | I-818270-819340-8192 | 02 -5862203 | REPAIRS & MAI HOSE, HOSE SEAL, BOLTS | 042873 | 151.04 |
| | | I-819339 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 116.13 |
| | | I-819453 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 34.62 |
| | | I-819481 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 175.86 |
| | | I-819566 | 02 -5862203 | REPAIRS & MAI BATTERIES FOR EAST SEWER | 042873 | 324.30 |
| | | I-819615 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042873 | 210.99 |
| | | I-819626 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 149.04 |
| | | I-819638 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 13.24 |
| | | I-819672 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 78.86 |
| | | I-819683 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 77.58 |
| | | I-819739 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 53.46 |
| | | I-819769 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 69.95 |
| | | I-819771 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 19.01 |
| | | I-819780 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 33.03 |
| | | I-819785 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 9.02 |
| | | I-819820 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 88.74 |
| | | I-819871 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 27.35 |
| | | I-819891 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 235.62 |
| | | I-819892 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042874 | 117.50 |
| | | I-819930 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042875 | 61.55 |
| | | I-819934 | 02 -5862203 | REPAIRS & MAI BLANKET PO FOR SM AUTO | 042875 | 122.17 |
| | | I-820300 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 188.07 |
| | | I-820446 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 136.34 |
| | | I-820448 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 23.01 |
| | | I-820574 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 218.09 |
| | | I-820576 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 73.29 |
| | | I-820641 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 29.94 |
| | | I-820642 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 39.55 |
| | | I-820678 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 95.31 |
| | | I-820726 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 112.73 |
| | | I-820728 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042876 | 104.08 |
| | | I-820752 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042877 | 29.99 |
| | | I-820766 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042877 | 20.61 |
| | | I-820781 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042877 | 23.22 |
| | | I-820875 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042877 | 233.41 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|------------------|------------------|---|--------|----------|
| L-A00770 | AUTO PARTS CO | | continued | | | |
| | | I-820879 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042877 | 76.20 |
| | | I-820881 | 02 -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 042877 | 166.90 |
| | | I-820915 | 02 -5862203 | REPAIRS & MAI PARTS FOR WW-6 STARTER | 042877 | 289.31 |
| L-B00043 | B & S SUPPLY, INC. | | | | | |
| | | I-58560 | 02 -5862203 | REPAIRS & MAI NUTS, BOLTS, COUPLINGS, | 042879 | 1,257.05 |
| | | I-58562 | 02 -5975202 | OPERATING SUP LEATHER GLOVES, RUBBER | 042879 | 252.40 |
| .-B00180 | BEMAC SUPPLY | | | | | |
| | | C-CMS1402016.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 42.30- |
| | | I-S1396331.001- | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 12.20 |
| | | I-S1398891.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 5.01 |
| | | I-S1399548.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 20.34 |
| | | I-S1399605.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 41.50 |
| | | I-S1400109.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 5.17 |
| | | I-S1400235.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 92.15 |
| | | I-S1400424.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 4.74 |
| | | I-S1400755.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 40.30 |
| | | I-S1400840.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 0.91 |
| | | I-S1401056.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042880 | 7.84 |
| | | I-S1401513.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 48.05 |
| | | I-S1401810.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 2.38 |
| | | I-S1401834.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 15.58 |
| | | I-S1401939.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 127.72 |
| | | I-S1402191.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 20.27 |
| | | I-S1402533.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 118.33 |
| | | I-S1402733.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 30.58 |
| | | I-S1402981.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 23.64 |
| | | I-S1403002.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 45.55 |
| | | I-S1403054.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 5.79 |
| | | I-S1403126.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 5.17 |
| | | I-S1403426.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042881 | 17.37 |
| | | I-S1403448.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042882 | 27.94 |
| | | I-S1403458.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042882 | 13.47 |
| | | I-S1403549.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042882 | 20.61 |
| | | I-S1403555.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042882 | 56.75 |
| | | I-S1403564.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042882 | 4.79 |
| | | I-S1403677.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042882 | 5.17 |
| | | I-S1403716.001 | 02 -5975316 | REPAIRS & MAI MAINTENANCE SUPPLIES | 042882 | 23.09 |
| -B00491 | BRENNTAG SOUTHWEST | | | | | |
| | | I-BSW089740 | 02 -5974206 | MAJOR CHEMICA CHLORINE | 042887 | 3,270.00 |
| -C00489 | UNITED FUEL & ENERGY/CL | | | | | |
| | | I-0948845IN | 02 -5862205 | PETROLEUM PRO 6 DRUMS HYD OIL @ 428.45 | 042893 | 2,570.70 |
| | | I-0948845IN | 02 -5862205 | PETROLEUM PRO 2 DRUMS ANTIFREEZE 263.45 | 042893 | 526.90 |
| | | I-0948845IN | 02 -5862205 | PETROLEUM PRO 2 KG HITEMP GREASE 242.40 | 042893 | 484.80 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|-------------------|------------------|---|--------|----------|
| I-C00880 | CULLIGAN WATER COND INC | I-71508 | 02 -5974316 | REPAIRS & MAI DISTILLED WATER FOR TEST | 042896 | 16.87 |
| I-D00322 | DEPT. OF ENVIR. QUALITY | I-2-2008 | 02 -5864329 | DEQ FEES STATE DISPOSAL FEE- 2ND | 042898 | 6,363.11 |
| I-E00265 | ERMI ENVIRONMENTAL LABS | I-0803261 | 02 -5973304 | LAB TESTING METALS & PESTICIDES TEST | 042900 | 205.75 |
| | | I-0803262 | 02 -5973304 | LAB TESTING METALS & PESTICIDES TEST | 042900 | 125.00 |
| | | I-0803285 | 02 -5973304 | LAB TESTING METALS & PESTICIDES TEST | 042900 | 150.00 |
| | | I-0803592 | 02 -5973304 | LAB TESTING METALS & PESTICIDES TEST | 042900 | 175.25 |
| | | I-0803593 | 02 -5973304 | LAB TESTING METALS & PESTICIDES TEST | 042900 | 125.00 |
| | | I-0803980 | 02 -5974304 | LAB TESTING METALS TESTING AT WTP | 042900 | 205.75 |
| | | I-0803981 | 02 -5974304 | LAB TESTING METALS TESTING AT WTP | 042900 | 150.00 |
| | | I-0803987 | 02 -5974304 | LAB TESTING METALS TESTING AT WTP | 042900 | 125.00 |
| | | I-0804241 | 02 -5974304 | LAB TESTING METALS TESTING AT WTP | 042900 | 125.00 |
| | | I-0804302 | 02 -5974304 | LAB TESTING METALS TESTING AT WTP | 042900 | 175.25 |
| I-E00324 | EVANS ENTERPRISES | I-1067931 | 02 -5974316 | REPAIRS & MAI ABB VARIABLE FREQUENCY | 042902 | 603.93 |
| I-F00015 | FLEETCOR TECHNOLOGIES | I-NP13338566/8565 | 02 -5862205 | PETROLEUM PRO JUNE FUEL FOR MPWA | 042903 | 1,585.90 |
| I-G00500 | AMSAN-PARIS | I-183942606 | 02 -5973316 | REPAIRS & MAI MAINTENANCE & CLEANING | 042910 | 1,802.17 |
| I-H00018 | HD SUPPLY WATERWORKS, L | I-7586646 | 02 -5975211 | WATER METERS 33 34" SRII METER WITH | 042911 | 2,590.50 |
| I-H00058 | HARBOR FREIGHT | I-230728 | 02 -5973204 | SMALL TOOLS TOOLS FOR MAINTENANCE | 042912 | 1,023.37 |
| I-H00075 | HARRIS CONSTRUCTION SER | I-478747B | 02 -5864327 | SUB TITLE D E 400 TON CR 1 1/2" FREIGHT | 042913 | 1,926.71 |
| I-H00100 | HAYNES EQUIPMENT, LLC | I-S3556-INA | 02 -5974203 | REPAIRS & MAI FREIGHT PO# 07-21275 | 042914 | 15.75 |
| | | I-s3556-ina | 02 -5974203 | REPAIRS & MAI FREIGHT ON IN#S3556-IN | 042914 | 15.75 |
| I-I00110 | IMPRESS OFFICE SUPPLY | I-025458 | 02 -5871202 | OPERATING SUP 36" LATERAL FILE CABNIT | 042917 | 657.68 |
| | | I-025615 | 02 -5216202 | OPERATING SUP 120 REAMS BILLING PAPER | 042917 | 922.80 |
| | | I-025627 | 02 -5216202 | OPERATING SUP OFFICE SUPPLIES | 042917 | 39.08 |
| | | I-025652-025689 | 02 -5216202 | OPERATING SUP 2 28P2010 INFOPRINT TONER | 042917 | 769.98 |
| I-J00435 | JORDAN CARRIS AGENCY | I-08-21884 | 02 -5267106 | WORKMAN'S COM AUDIT WORK EWC006547 | 042924 | 136.00 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------------|-----------------|------------------|--|--------|----------|
| 1-K00190 | KEYSTONE EQUIPMENT CO. | | | | | |
| | | I-36908 | 02 -5862203 | REPAIRS & MAI PARTS FOR W-50 BACKHOE | 042927 | 565.44 |
| | | I-36909 | 02 -5862203 | REPAIRS & MAI PARTS FOR WATER DEPT. | 042927 | 862.60 |
| 1-K00270 | KSM EXCHANGE LLC | | | | | |
| | | I-R51404 | 02 -5864312 | EQUIPMENT REN RENTAL ON DOZER FOR 1 MTH | 042929 | 8,000.00 |
| 1-L00322 | LEWIS LANDSCAPING | | | | | |
| | | I-645 | 02 -5871202 | OPERATING SUP REPAIR OF SPRINKLER | 042938 | 88.93 |
| 1-L00428 | LOWE'S CREDIT SERVICES | | | | | |
| | | I-01845 | 02 -5871202 | OPERATING SUP 1" X 3" GRADE STAKES - | 042940 | 102.38 |
| 1-M00304 | MESHEK & ASSOC. INC | | | | | |
| | | I-INV #2 | 02 -5871302 | CONSULTANTS(H STORMWATER CONTRACT | 042944 | 2,734.80 |
| .-M00665 | MTS SAFETY PRODUCTS, IN | | | | | |
| | | I-1379701 | 02 -5975202 | OPERATING SUP BACK ORDER ON RAIN-GEAR | 042949 | 21.21 |
| .-N00343 | NORTHERN SAFETY CO INC | | | | | |
| | | I-P218048501029 | 02 -5866202 | OPERATING SUP 24 SAFETY GLASSES ,DUSK MA | 042958 | 126.96 |
| .-O00275 | OKLA DEPT. OF COMMERCE | | | | | |
| | | I-AUG 2008 | 02 -5267521 | CDBG LOAN #89 CDBG-EDIF #8908 ECON. DEV | 042962 | 1,145.83 |
| .-R00090 | RAM INC | | | | | |
| | | I-08742 | 02 -5862205 | PETROLEUM PRO DIESEL FOR LANDFILL | 042971 | 5,955.00 |
| | | I-08742a | 02 -5862205 | PETROLEUM PRO DIESEL FOR LANDFILL | 042971 | 1,190.10 |
| .-S00205 | SEQUOYAH ENGINEERING, I | | | | | |
| | | I-S91V0708.1 | 02 -5974316 | REPAIRS & MAI QUALITY EQUIPMENT DESIGN | 042976 | 2,345.62 |
| .-S00212 | SERVICE & EQUIPMENT INT | | | | | |
| | | I-2008-0705 | 02 -5973316 | REPAIRS & MAI ENGINE HEATER SYSTEM FOR | 042977 | 681.00 |
| | | I-2008-0711 | 02 -5974316 | REPAIRS & MAI REPAIR ON CAT 750 | 042977 | 3,922.42 |
| .-S00234 | SHARE CORPORATION | | | | | |
| | | I-666129 | 02 -5973203 | REPAIRS & MAI LIFT STATION WEED KILLER | 042978 | 388.00 |
| .-S00710 | STANDARD MACHINE LLC | | | | | |
| | | I-204131 | 02 -5862203 | REPAIRS & MAI RESEAL CYLINDER ON SW-4 | 042983 | 925.00 |
| .-S00725 | STAPLES CREDIT PLAN | | | | | |
| | | I-129740 | 02 -5972202 | OPERATING SUP ITEM# 607345 / 60" L-DESK | 042984 | 254.99 |
| | | I-129740 | 02 -5972202 | OPERATING SUP ITEM# 607348 - 60" HUTCH | 042984 | 152.99 |
| | | I-129740 | 02 -5972202 | OPERATING SUP GREELEY PECAN CHAIR 16155 | 042984 | 149.99 |
| | | I-129740 | 02 -5972202 | OPERATING SUP CHAIRMAT 36 X 48 | 042984 | 17.99 |
| | | I-31474 | 02 -5973203 | REPAIRS & MAI OFFICE EQUIPMENT FOR | 042984 | 275.04 |

ACCKET: 03833 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT | |
|---|------------|--------|------------------|---|---------------------------|---------------|-------------------|
| I-T00370 TIPPIT INSURANCE | | | | | | | |
| | I-08-21951 | | 02 -5267321 | AUTO INSURANC 1ST QTR AUTO - MPWA | 042991 | 3,898.29 | |
| | I-08-21951 | | 02 -5267322 | INSURANCE MPWA | 042991 | 11,243.30 | |
| | I-08-21953 | | 02 -5267322 | INSURANCE INV# 27063 CONTINUING | 042991 | 731.00 | |
| | I-08-21954 | | 02 -5267321 | AUTO INSURANC 3 VEH ADD @END OF YR MPWA | 042991 | 361.80 | |
| | I-26999 | | 02 -5267322 | INSURANCE MPWA | 042991 | 20,148.98 | |
| I-T00605 TULSA CITY-COUNTY | | | | | | | |
| | I-7163 | | 02 -5974304 | LAB TESTING COLIFORM TESTING FOR 6 | 042994 | 380.00 | |
| .-T00630 TWIN CITIES READY MIX | | | | | | | |
| | I-22568 | | 02 -5973316 | REPAIRS & MAI CONCRETE FOR HEADWORKS | 042995 | 513.00 | |
| .-U00080 UNDER WONDER | | | | | | | |
| | I-6633 | | 02 -5975209 | UTILITY MAINT PARTS FOR UTM UNDER MACH | 042996 | 1,322.00 | |
| | I-6633 | | 02 -5975209 | UTILITY MAINT FREIGHT | 042996 | 131.00 | |
| .-U00128 UNITED PACKAGING & SHIP | | | | | | | |
| | I-53676 | | 02 -5973316 | REPAIRS & MAI WATER SAMPLES TO ERMI | 042999 | 62.81 | |
| | I-54075 | | 02 -5974304 | LAB TESTING SHIPPING SAMPLES TO | 042999 | 177.32 | |
| | I-54075 | | 02 -5974304 | LAB TESTING SHIPPING SAMPLES TO | 042999 | 185.38 | |
| | I-54196 | | 02 -5973203 | REPAIRS & MAI SHIPPING SAMPLES TO ERMI | 042999 | 43.27 | |
| .-W00040 WALMART COMMUNITY BRC | | | | | | | |
| | I-021616 | | 02 -5974203 | REPAIRS & MAI CLEANING SUPPLIES FOR | 043002 | 187.94 | |
| | | | | | VENDOR SET 02 MPWA | TOTAL: | 103,687.33 |

ACCOUNT: 03833 Regular Payments
ENDOR SET: 01
VENDOR : 03 AIRPORT AUTHORITY

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-----------------------|---------------|------------------|---|--------|----------|
| L-A00200 | ADAMS TRUE VALUE | | | | | |
| | | I-117847 | 03 -5876208 | LAND MAINTENA HERBICIDES FOR LAND MAINT | 042868 | 300.00 |
| L-F00040 | FEDERAL EXPRESS CORP. | | | | | |
| | | I-2-816-72591 | 03 -5876203 | REPAIRS & MAI OVERNIGHT TO ED AGNEW FAA | 042905 | 19.65 |
| L-F00170 | FIRST NATIONAL BANK | | | | | |
| | | I-AUG 08 | 03 -5876511 | FNB LOAN #119 LOAN#119817 AIRPORT AUTH | 042906 | 2,510.00 |
| L-T00370 | TIPPIT INSURANCE | | | | | |
| | | I-08-21951 | 03 -5876321 | AUTO INSURANC 1ST QTR AUTO - AIRPORT | 042991 | 252.28 |
| | | I-26999 | 03 -5876322 | INSURANCE/BON AIRPORT | 042991 | 1,295.88 |
| | | | | VENDOR SET 03 AIRPORT AUTHORITY | TOTAL: | 4,377.81 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 08 NUTRITION

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|-------------------|------------|------------------|--|--------|--------|
| 1-B00223 | BETH GERA | | | | | |
| | | I-08-21984 | 08 -5549308 | CONTRACT SERV REIMBURSEMENT OF MILEAGE | 042883 | 133.38 |
| | | I-08-21988 | 08 -5549308 | CONTRACT SERV 8 DAYS @ 15.00 | 042883 | 120.00 |
| | | I-08-21988 | 08 -5549308 | CONTRACT SERV 4 DAYS @ 30.00 | 042883 | 120.00 |
| 1-D00213 | DEBBIE COMPTON | | | | | |
| | | I-08-21987 | 08 -5549308 | CONTRACT SERV REIMBURSEMENT OF MILEAGE | 042897 | 117.00 |
| | | I-08-21989 | 08 -5549308 | CONTRACT SERV CONTRACT MEAL DELIVERY | 042897 | 120.00 |
| 1-G00220 | GENE CARR | | | | | |
| | | I-08-21986 | 08 -5549308 | CONTRACT SERV REIMBURSEMENT OF MILEAGE | 042908 | 175.50 |
| 1-S00580 | SOUTHWESTERN BELL | | | | | |
| | | I-08-21985 | 08 -5549315 | TELEPHONE UTI TELEPHONE SERVICE FOR | 042982 | 57.25 |
| | | | | VENDOR SET 08 NUTRITION | TOTAL: | 843.13 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 28 SE EXPO CTR/TOURISM FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|-------------------------|--------------|------------------|---|--------|-----------|
| L-A00751 | ATWOODS | | | | | |
| | | C-CM3112842 | 28 -5654203 | REPAIR & MAIN MISC. REPAIRS & MAIN. | 042871 | 227.94- |
| | | I-3112825 | 28 -5654203 | REPAIR & MAIN MISC. REPAIRS & MAIN. | 042872 | 294.91 |
| | | I-3112844 | 28 -5654203 | REPAIR & MAIN MISC. REPAIRS & MAIN. | 042872 | 269.97 |
| L-F00170 | FIRST NATIONAL BANK | | | | | |
| | | I-AUG 2008 | 28 -5654525 | FNB LOAN #122 LEASE#122- EXPO EQUIPMENT | 042906 | 2,619.33 |
| L-J00110 | JACKIE BRANNON CORR. CT | | | | | |
| | | I-F161 | 28 -5654308 | CONTRACT SERV INMATE LABOR 2 MONTHS | 042921 | 81.86 |
| .-K00208 | KIAMICHI COUNTRY | | | | | |
| | | I-0010019 | 28 -5654317 | ADVERTISING & 1/12 PAGE AD IN STATE | 042928 | 540.00 |
| .-L00429 | LOVE BOTTLING CO. | | | | | |
| | | I-02473 | 28 -5654203 | REPAIR & MAIN MISC. REPAIRS & MAINT. | 042941 | 563.88 |
| .-S00725 | STAPLES CREDIT PLAN | | | | | |
| | | I-110091 | 28 -5654202 | OPERATING SUP OFFICE SUPPLIES | 042984 | 255.35 |
| -T00370 | TIPPIT INSURANCE | | | | | |
| | | I-08-21951 | 28 -5654321 | AUTO INSURANC 1ST QTR AUTO - EXPO | 042991 | 126.14 |
| | | I-08-21951 | 28 -5654322 | INSURANCE EXPO | 042991 | 2,498.51 |
| | | I-08-21956 | 28 -5654322 | INSURANCE BOILER INS. @ EXPO | 042991 | 1,616.38 |
| | | I-26999 | 28 -5654322 | INSURANCE EXPO | 042991 | 396.31 |
| -T00540 | TREATS SOLUTIONS INC | | | | | |
| | | I-08-21570 | 28 -5654203 | REPAIR & MAIN MISC JANITORIAL SUPPLIES | 042993 | 2,738.42 |
| -U00100 | UNIFIRST HOLDINGS, L.P. | | | | | |
| | | I-8240538171 | 28 -5654203 | REPAIR & MAIN MONTHLY SERVICE FEE FOR | 042997 | 50.05 |
| -W00040 | WALMART COMMUNITY BRC | | | | | |
| | | I-0011301 | 28 -5654210 | CONCESSION SU CONCESSION SUPPLIES FOR | 043002 | 38.80 |
| | | I-003894 | 28 -5654210 | CONCESSION SU CONCESSION SUPPLIES FOR | 043002 | 113.72 |
| | | I-014706 | 28 -5654224 | CATERING CATERING SUPPLIES FOR | 043002 | 235.27 |
| | | I-015107 | 28 -5654224 | CATERING CATERING SUPPLIES FOR | 043002 | 139.53 |
| | | I-7/29/08 | 28 -5654224 | CATERING CATERING SUPPLIES | 043003 | 121.08 |
| | | I-7/29/08 | 28 -5654224 | CATERING CATERING SUPPLIES | 043003 | 143.42 |
| VENDOR SET 28 SE EXPO CTR/TOURISM FUND TOTAL: | | | | | | 12,614.99 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 30 ECONOMIC DEVELOPMENT

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|------------------------|----------|------------------|---|--------|--------|
| 1-000275 | OKLA DEPT. OF COMMERCE | | | | | |
| | | I-AUG 08 | 30 -5211510 | CDBG / EDIF D CDBG-EDIF CONT. #12248 ED | 042962 | 282.50 |
| | | | | VENDOR SET 30 ECONOMIC DEVELOPMENT | TOTAL: | 282.50 |

ACCOUNT: 03833 Regular Payments

ENDOR SET: 01

JND : 33 CDBG GRANTS FUND

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|------------------------|------------|------------------|--|--------|--------|
| L-N00250 | MCALESTER NEWS CAPITAL | I-03522852 | 33 -5871403 | CDBG - SMALL ADVERTISEMENT FOR BIDS ON | 042955 | 114.46 |
| | | | VENDOR SET 33 | CDBG GRANTS FUND | TOTAL: | 114.46 |

ACCOUNT: 03833 Regular Payments

VENDOR SET: 01

VENDOR : 38 DEDICATED SALES TAX-MPWA

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------------------------|------|---------------------|------------------|--|---------------------|------------|
| I-B00417 BOND LOGISTIX LLC | | | | | | |
| | | I-42182-1467/072108 | 38 -5215520 | AGENT FEES ARBITRAGE REBATE REPORT | 042884 | 1,500.00 |
| | | | | VENDOR SET 38 DEDICATED SALES TAX-MPWA TOTAL: | | 1,500.00 |
| | | | | | REPORT GRAND TOTAL: | 399,772.20 |

** G/L ACCOUNT TOTALS **

| FAR | ACCOUNT | NAME | AMOUNT | LINE ITEM | | GROUP BUDGET | |
|----------|-------------|----------------------------|-----------|---------------|----------------------------|---------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 108-2009 | 01 -5101202 | OPERATING SUPPLIES | 24.98 | 2,000 | 1,948.02 | | |
| | 01 -5101319 | MISCELLANEOUS | 239.56 | 3,000 | 1,998.14 | | |
| | 01 -5211202 | OPERATING SUPPLIES | 100.47 | 6,050 | 5,600.00 | | |
| | 01 -5211331 | EMPLOYEE TRAVEL & TRAININ | 450.45 | 5,000 | 4,549.55 | | |
| | 01 -5212317 | ADVERTISING & PRINTING | 13.20 | 5,000 | 2,562.80 | | |
| | 01 -5213337 | COLLECTION SERVICES | 657.05 | 20,000 | 19,342.95 | | |
| | 01 -5214302 | CONSULTANTS/LABOR RELATION | 12,084.65 | 120,000 | 95,366.78 | | |
| | 01 -5215106 | WORKMAN'S COMP | 13,175.00 | 188,525 | 127,473.30 | | |
| | 01 -5215312 | EQUIPMENT RENTALS | 2,446.31 | 50,806 | 48,359.69 | | |
| | 01 -5215315 | TELEPHONE UTILITY | 3,176.70 | 71,628 | 64,552.70 | | |
| | 01 -5215321 | AUTO INSURANCE | 10,122.74 | 44,394 | 34,271.26 | | |
| | 01 -5215322 | INSURANCE/BONDS | 62,972.91 | 261,176 | 198,028.09 | | |
| | 01 -5215323 | DAMAGES | 18,990.81 | 40,000 | 21,009.19 | | |
| | 01 -5215340 | OPERATING SUBSIDIES | 40,000.00 | 40,000 | 0.00 | | |
| | 01 -5225202 | OPERATING SUPPLIES | 294.88 | 4,000 | 3,095.17 | | |
| | 01 -5225330 | DUES & SUBSCRIPTIONS | 1,919.00 | 2,500 | 581.00 | | |
| | 01 -5225349 | INCODE SOFTWARE MAINTENANC | 200.00 | 27,400 | 2,921.00 | | |
| | 01 -5225401 | COMPUTER TECHNOLOGY | 3,551.30 | 47,500 | 43,948.70 | | |
| | 01 -5320202 | OPERATING EXPENSE | 412.46 | 5,000 | 4,427.59 | | |
| | 01 -5321308 | CONTRACTED SERVICES | 1,239.02 | 20,683 | 17,106.86 | | |
| | 01 -5321316 | REPAIRS & MAINTENANCE | 50.00 | 12,750 | 12,700.00 | | |
| | 01 -5322316 | REPAIRS & MAINTENANCE | 349.00 | 1,000 | 651.00 | | |
| | 01 -5431202 | OPERATING SUPPLIES | 1,086.05 | 27,500 | 24,203.62 | | |
| | 01 -5431203 | REPAIRS & MAINT SUPPLIES | 148.90 | 18,000 | 17,795.10 | | |
| | 01 -5431207 | CLOTHING ALLOWANCE | 26.95 | 16,125 | 16,006.07 | | |
| | 01 -5431305 | PHYSICALS | 8,320.00 | 12,000 | 3,680.00 | | |
| | 01 -5431316 | REPAIRS & MAINTENANCE | 858.26 | 16,000 | 12,827.48 | | |
| | 01 -5431330 | DUES & SUBSCRIPTIONS | 390.00 | 13,000 | 11,360.00 | | |
| | 01 -5431331 | EMPLOYEE TRAVEL & TRAININ | 3,893.84 | 12,000 | 3,415.88 | | |
| | 01 -5542202 | OPERATING SUPPLIES | 1,620.78 | 48,000 | 43,410.84 | | |
| | 01 -5542203 | REPAIRS & MAINT SUPPLIES | 1,923.75 | 26,000 | 21,281.02 | | |
| | 01 -5542204 | SMALL TOOLS | 271.56 | 3,000 | 2,728.44 | | |
| | 01 -5542206 | MAJOR CHEMICALS | 1,180.50 | 21,000 | 18,172.00 | | |
| | 01 -5542308 | CONTRACTED SERVICES | 2,420.00 | 25,000 | 18,789.38 | | |
| | 01 -5542316 | REPAIRS & MAINTENANCE | 1,931.66 | 20,000 | 17,968.34 | | |
| | 01 -5543202 | OPERATING SUPPLIES | 1,011.59 | 10,500 | 7,853.27 | | |
| | 01 -5543203 | REPAIRS & MAINT SUPPLIES | 619.32 | 5,000 | 4,105.56 | | |
| | 01 -5543206 | MAJOR CHEMICALS | 6,403.00 | 29,000 | 22,597.00 | | |
| | 01 -5543316 | REPAIRS & MAINTENANCE | 1,900.00 | 10,000 | 8,100.00 | | |
| | 01 -5544202 | OPERATING SUPPLIES | 184.06 | 8,000 | 7,815.94 | | |
| | 01 -5545202 | OPERATING SUPPLIES | 445.78 | 1,500 | 1,054.22 | | |
| | 01 -5545311 | PARKING RENTAL | 375.00 | 4,500 | 2,250.00 | | |
| | 01 -5547203 | REPAIRS & MAINT SUPPLIES | 942.85 | 10,000 | 7,139.15 | | |
| | 01 -5548203 | REPAIRS & MAINTENANCE SUPP | 3,147.34 | 40,000 | 30,846.53 | | |
| | 01 -5652317 | ADVERTISING & PRINTING | 62.45 | 3,000 | 2,779.45 | | |

** G/L ACCOUNT TOTALS **

| JAR | ACCOUNT | NAME | AMOUNT | LINE ITEM | | GROUP BUDGET | |
|-----|-------------|----------------------------|-----------|---------------|----------------------------|---------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| | 01 -5653213 | SAFETY SUPPLIES | 1,401.00 | 8,500 | 7,099.00 | | |
| | 01 -5653317 | ADVERTISING & PRINTING | 198.55 | 4,000 | 3,801.45 | | |
| | 01 -5653348 | DRUG TESTING & MISC. FEES | 377.50 | 8,000 | 7,036.50 | | |
| | 01 -5862203 | REPAIRS & MAINT SUPPLIES | 7,771.17 | 170,670 | 154,366.81 | | |
| | 01 -5862204 | SMALL TOOLS | 400.00 | 5,000 | 3,940.02 | | |
| | 01 -5862205 | PETROLEUM PRODUCTS | 39,354.64 | 435,000 | 386,251.61 | | |
| | 01 -5863203 | REPAIR & MAINT SUPPLIES | 315.00 | 50,000 | 48,345.00 | | |
| | 01 -5865202 | OPERATING SUPPLIES | 191.52 | 2,000 | 1,828.48 | | |
| | 01 -5865218 | STREET RE-SURFACING | 11,616.65 | 150,000 | 119,933.72 | | |
| | 01 -5865510 | CAPITAL LEASE | 3,091.82 | 37,101 | 24,772.66 | | |
| | 02 -5216202 | OPERATING SUPPLIES | 1,731.86 | 16,490 | 7,235.19 | | |
| | 02 -5267106 | WORKMAN'S COMP | 136.00 | 188,525 | 145,712.00 | | |
| | 02 -5267321 | AUTO INSURANCE - FLEET | 4,260.09 | 13,169 | 8,908.91 | | |
| | 02 -5267322 | INSURANCE | 32,123.28 | 122,375 | 90,251.72 | | |
| | 02 -5267521 | CDBG LOAN #8908 | 1,145.83 | 13,750 | 0.04 | | |
| | 02 -5862203 | REPAIRS & MAINT SUPPLIES | 7,261.68 | 239,000 | 193,857.71 | | |
| | 02 -5862205 | PETROLEUM PRODUCTS | 12,313.40 | 180,000 | 159,315.34 | | |
| | 02 -5864312 | EQUIPMENT RENTALS | 8,000.00 | 111,000 | 103,000.00 | | |
| | 02 -5864327 | SUB TITLE D EXPENSE | 1,926.71 | 300,000 | 291,983.29 | | |
| | 02 -5864329 | DEQ FEES | 6,363.11 | 35,000 | 28,636.89 | | |
| | 02 -5866202 | OPERATING SUPPLIES | 126.96 | 2,000 | 1,136.04 | | |
| | 02 -5871202 | OPERATING SUPPLIES | 848.99 | 6,000 | 4,155.61 | | |
| | 02 -5871302 | CONSULTANTS(HMP & SW PHASE | 2,734.80 | 80,000 | 5,000.00 | | |
| | 02 -5972202 | OPERATING SUPPLIES | 575.96 | 2,000 | 987.05 | | |
| | 02 -5973203 | REPAIRS & MAINT SUPPLIES | 896.11 | 57,500 | 55,508.93 | | |
| | 02 -5973204 | SMALL TOOLS | 1,023.37 | 2,000 | 976.63 | | |
| | 02 -5973304 | LAB TESTING | 781.00 | 20,000 | 16,219.00 | | |
| | 02 -5973316 | REPAIRS & MAINTENANCE | 3,058.98 | 65,000 | 56,659.02 | | |
| | 02 -5974203 | REPAIRS & MAINT SUPPLIES | 219.44 | 40,000 | 36,759.20 | | |
| | 02 -5974206 | MAJOR CHEMICALS | 3,270.00 | 300,000 | 241,780.00 | | |
| | 02 -5974304 | LAB TESTING | 2,883.70 | 31,000 | 9,950.30 | | |
| | 02 -5974316 | REPAIRS & MAINTENANCE | 6,888.84 | 75,000 | 66,493.03 | | |
| | 02 -5975202 | OPERATING SUPPLIES | 273.61 | 30,000 | 28,666.42 | | |
| | 02 -5975209 | UTILITY MAINTENANCE SUPP. | 1,453.00 | 30,000 | 26,923.52 | | |
| | 02 -5975211 | WATER METERS | 2,590.50 | 20,000 | 14,531.50 | | |
| | 02 -5975316 | REPAIRS & MAINTENANCE | 800.11 | 6,000 | 732.77 | | |
| | 03 -5876203 | REPAIRS & MAINT SUPPLIES | 19.65 | 3,000 | 2,090.35 | | |
| | 03 -5876208 | LAND MAINTENANCE SUPP. | 300.00 | 2,500 | 2,200.00 | | |
| | 03 -5876321 | AUTO INSURANCE | 252.28 | 800 | 547.72 | | |
| | 03 -5876322 | INSURANCE/BONDS | 1,295.88 | 35,000 | 32,209.12 | | |
| | 03 -5876511 | FNB LOAN #119817 PAYMENTS | 2,510.00 | 30,120 | 0.00 | | |
| | 08 -5549308 | CONTRACT SERVICES | 785.88 | 14,000 | 12,022.37 | | |
| | 08 -5549315 | TELEPHONE UTILITY | 57.25 | 1,500 | 1,330.71 | | |
| | 28 -5654202 | OPERATING SUPPLIES | 255.35 | 8,000 | 7,733.66 | | |
| | 28 -5654203 | REPAIR & MAINT SUPPLIES | 3,689.29 | 16,000 | 12,210.76 | | |

** G/L ACCOUNT TOTALS **

| EAR | ACCOUNT | NAME | AMOUNT | LINE ITEM | | GROUP BUDGET | |
|-----|-----------------------------|----------------------------|------------|---------------|----------------------------|---------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| | 28 -5654210 | CONCESSION SUPPLIES | 152.52 | 25,200 | 24,950.00 | | |
| | 28 -5654224 | CATERING | 639.30 | 1,800 | 925.20 | | |
| | 28 -5654308 | CONTRACT SERVICES | 81.86 | 3,000 | 2,600.00 | | |
| | 28 -5654317 | ADVERTISING & PRINTING | 540.00 | 10,000 | 9,460.00 | | |
| | 28 -5654321 | AUTO INSURANCE | 126.14 | 300 | 173.86 | | |
| | 28 -5654322 | INSURANCE | 4,511.20 | 5,600 | 1,088.80 | | |
| | 28 -5654525 | FNB LOAN #122 EXPO EQUIPME | 2,619.33 | 18,321 | 0.62 | | |
| | 30 -5211510 | CDBG / EDIF DURALINE LOAN | 282.50 | 3,390 | 0.00 | | |
| | 33 -5871403 | CDBG - SMALL CITIES | 114.46 | 159,000 | 158,885.54 | | |
| | 38 -5215520 | AGENT FEES | 1,500.00 | 8,600 | 5,600.00 | | |
| | ** 2008-2009 YEAR TOTALS ** | | 399,772.20 | | | | |

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008
Department: City Council
Prepared By: Kevin E. Priddle
Date Prepared: August 6, 2008

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

Subject

Consider, and act upon, a Resolution declaring support and endorsement for the formation of a county-wide Crimestoppers organization.

Recommendation

Motion to approve the formation of Crimestoppers.

Discussion

Attached is a Resolution, which was requested by Mr. Kevin E. Priddle, Mayor, in support of the formation of Crimestoppers.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | _____ | _____ |
| City Manager | <u>MBR</u> | <u>08/06/08</u> |

RESOLUTION NO. __

**A RESOLUTION DECLARING SUPPORT AND ENDORSEMENT FOR THE
FORMATION OF A COUNTY-WIDE CRIMESTOPPERS ORGANIZATION**

* * * * *

WHEREAS, Crimestoppers has been an effective tool in America since 1976 for helping local law enforcement capture criminals; and

WHEREAS, a local group of business leaders, community leaders, law enforcement, educational and other individuals have expressed an interest in forming a county-wide Crimestoppers organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester, Oklahoma that it officially encourages and supports the efforts of those founding individuals to create a county-wide Crimestoppers organization in Pittsburg County, Oklahoma.

PASSED and APPROVED at a regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this ____ day of August 2008.

**City of McAlester, Oklahoma,
A Municipal Corporation**

By: _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 Item Number: 2
Department: Community Services
Prepared By: Jerry Lynn Wilson Account Code: _____
Date Prepared: July 22, 2008 Budgeted Amount: _____
Exhibits: Five

Subject

Consider, and act upon, a Partnership Request by Eastern Oklahoma State College for the use of the Southeast Expo Center for the College & Career Day scheduled for October 30, 2008.

Recommendation

Motion to approve the partnership request of Eastern Oklahoma State College in the amount of \$2,250.00.

Discussion

Resolution No. 08-05 states that the City will budget each fiscal year \$5,000.00 for reimbursement to the Expo for Council approved partnerships. The EXPO Rules and Regulations, item 13, states: "WAIVER OF RENTAL FEES – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | <u>MP</u> | <u>08/04/08</u> |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |



Date: July 22, 2008

To: McAlester City Council

From: Eastern Oklahoma State College & *GEAR UP for a Brighter Tomorrow*
Barbara Gilbertson and Nicole Cook

Re: Request to be on August 12 Council Agenda

This is a request to be placed on the agenda for the upcoming City Council Meeting on Tuesday, August 12, 2008. We would like to request that the City of McAlester partner on the 2nd Annual Career and College Tour. We urge you to please consider partnering with us at the same level as last year, including providing the use of the Southeast EXPO for two days (\$2250) at no charge. Your partnership on the inaugural Career & College Tour was instrumental to the success of the event that brought together over 85 business & industry leaders, more than 100 volunteers, and almost 1000 students from area public and private schools! Due to requests from the school districts, we are moving the event from the spring semester to the fall semester. The date for the event for the 2008-2009 school year is Thursday, October 30, 2008. We look forward to continuing our partnership, working together for the youth of our community and for the economic development of our area.

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-EXPO**

Fax **918/426-0207**

Partnership Request

Date of Request: July 21, 2008

Name: Nichole Cook

Organization: Eastern Oklahoma State College
Wilburton, OK 74578

Phone #: 918/302-3640

Date of Event: October 30th, 2008 & Set up Day - October 29th

Description of Event: College & Career Day

Description & Rate of Scheduled Room: Expo Hall (2 Days) \$1,500.00

Rooms 101/103 (2 Days) \$750.00

TOTAL OF REQUEST \$ 2,250.00

APPROVED PARTNERSHIPS

2008/09 PARTNERSHIP TOTAL BUDGETED AMOUNT: \$5,000.00

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2008/09 BUDGET YEAR TO DATE: \$ -0-

| Approved Groups | Dates | Amounts |
|-----------------|-------|---------|
| _____ | | |
| _____ | | |
| _____ | | |
| _____ | | |

2008/09 BUDGETED AMOUNT BALANCE \$5,000.00

RESOLUTION NO. 08-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, DIRECTING THAT \$5,000.00 BE BUDGETED EACH FISCAL YEAR TO REIMBURESE THE EXPO FOR COUNCIL APPROVED WAIVERS OF SPECIFIC FEES.

WHEREAS, the City of McAlester has agreed to budget the amount of \$5,000.00 in the General Fund each fiscal year to fund any partnering agreements the City Council may approve for the use of the EXPO Center.

WHEREAS, this resolution will direct that the amount of \$5,000.00 be budgeted in the General Fund each fiscal year to fund partnering agreements at the EXPO Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA:

SECTION 1: The City of McAlester has agreed to budget the amount of \$5,000.00 in the General Fund each fiscal year to fund any partnering agreements the City Council may approve for the use of the EXPO Center.

SECTION 2: This resolution shall be in full force and effect from and after its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 8th day of January, 2008, by the Mayor and City Council of the City of McAlester, Oklahoma.

ATTEST:

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Don Lewis, Mayor

Cora Middleton, City Clerk

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

FACILITY RENTAL AGREEMENT

EVENT: _____
DATE(S): _____
CONTACT PERSON: _____
LESSEE: _____
ADDRESS: _____
PHONE: _____ **FAX:** _____

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

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

| <u>FACILITY</u> | <u>DATE</u> | <u>EVENT TIME</u> | <u>INGRESS/EGRESS</u> |
|-----------------|-------------|-------------------|-----------------------|
|-----------------|-------------|-------------------|-----------------------|

Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the City of McAlester – Southeast EXPO Center specifically described above together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the City of McAlester, Expo Manager, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee. Lessee’s use of outside space is prohibited unless specifically provided for herein.

This Rental Agreement shall have no force or affect whatsoever until it is signed and returned with deposit, if such is required, and signed by the Expo Manager. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

If Lessee wishes to cancel an event, its deposit and/or any payment may be refunded by the City of McAlester – Southeast EXPO Center subject to:

- (1) Lessee giving written notice of cancellation to the manager at least sixty (60) days prior to the first date reserved for occupancy; or
- (2) The Agreement being canceled by the manager under any of the rules of operation governing the management of the Expo Center; or
- (3) The Agreement being otherwise canceled at the request of the manager and with the consent of the Lessee.

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

RULES AND REGULATIONS

- 1) LOCATION – Southeast Expo Center – 4500 W. Hwy. 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.
- 2) PERMITTED GROUPS – Organizations interest in leasing the Expo Center do so by contacting the manager at 918/420-EXPO.

Reservations are made on a first come, first served basis. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the Expo calendar availability list until the deposit set forth by the City of McAlester has been received in the office of the Expo Manager. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposit will be requested so that the day can remain secure. If the first client declines the request for deposit, the second client requesting the date will be required to submit a deposit to secure the date.)

Lessee shall comply with all laws of the United States, of the State of Oklahoma, all ordinances of the City of McAlester and all rules and regulations of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws, ordinances, rules and regulations.

The Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

Unless otherwise authorized by the manager, all plumbing, electrical or carpenter work required to be done on the premises of the Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the manager.

- 3) EXPO CENTER RATES – Lessee of the Expo Center or any portion thereof, shall pay the rental rate set forth by the City of McAlester as is currently existing or as may be revised hereafter.

At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to the Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied or accepted.

In computing the length of performances, meetings, or rehearsals, a reasonable time will be allowed for personnel of the Lessee to enter and exit the building without being assessed for time exceeding the four (4) hour threshold.

- 4) LEASE CONTRACTS – A copy of the contract will be provided to the Lessee, who must sign the original before event will be scheduled. Signed Contract and reservation deposit made payable to the City of McAlester should be mailed to:

City of McAlester, SE Expo, P.O. Box 578, McAlester, OK 74501

Neither Contracts nor any of the rights of the lessee may be assigned, transferred or sublet without consent of the manager.

- 5) **SET-UP REQUIREMENTS** – Set-up sheets will be completed by the Lessee and returned with every Contract. Discussion regarding requirements and related cost for any event must be held with the Manager. Any special set-up request may be provided to the Manager, in writing, at least thirty (30) days before the event. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Expo Center either prior to, during or subsequent to the use of the facilities by the Lessee, the Expo Center, The City of McAlester, their agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.
- 6) **CONCESSIONS** – City of McAlester, Expo Center, retains all rights to food and beverage concessions. Concessions of any merchandise, either on display or by taking orders, may be sold only after prior approval of the Manager. No percentage of receipts on merchandise is required at this time. No collections or donations whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.
- 7) **CERTIFICATE OF INSURANCE** – Lessee must provide a Certificate of Liability Insurance to the Manager at least ten (10) days prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming City of McAlester, SE Expo Center, as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from Manager.)
- 8) **LICENSES-** Lessee shall obtain all permits/licenses required by law ordinances, rules and regulations and provide a copy to Manager ten (10) days prior to event.
- 9) **ADVERTISING** – Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the Expo Center except as is authorized in writing, by the Manager. The Lessee may display promotional or advertisement material for an event held at the Expo as long as no materials displayed damages, injuries, mars or in any manner defaces any portion in the facility at the Expo Center.
- 10) **SECURITY** – Lessee is responsible for furnishing security if deemed necessary by the Manager.
- 11) **OBSTRUCTIONS** – No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the EXPO Center shall be obstructed or caused to be obstructed by the Lessee, nor shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee.
- 12) **RENTAL COLLECTION** – If for any reason said rental is not paid as stipulated above, it is agreed that any box office receipts in the possession of the City of McAlester, SE Expo Center, or the lessee's designated ticket agent will be immediately applies to the payment of said rent and lessee waives all rights to that portion of the box office receipts necessary to pay said rental lessee shall furnish the City of McAlester, SE Expo Center, a true and accurate copy of the ticket printer's manifest before the event. In all cases, the City of McAlester, SE Expo Center, shall require that a properly executed contract be in effect and the prescribed rental deposit be paid in full before authorizing a ticket sale to commence. The City of McAlester, SE Expo Center, shall further have the right to count all unsold tickets after each performance. Lessee shall furnish a box office statement after each event. In the event, suit or action is instituted, the City of McAlester, SE Expo Center, shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

- 13) **WAIVER OF RENTAL FEES** – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester.

RATES

| Room | Size | Rate |
|-----------------|-------------------|--|
| Entire Building | 200' x 400' | \$1125.00/ \$875.00 2 nd & subsequent days |
| Expo Hall | 200' x 250' | \$875.00/ \$625.00 2 nd & subsequent days |
| 101 | 50' x 75' | \$125.00 |
| 103 | 145' x 75' | \$315.00 |
| 101/103 | 195' x 75' | \$375.00 |
| 205 | Conference Room | \$65.00 |
| 207 | Approx. 28' x 28' | \$65.00 |
| 209 | Approx. 28' x 28' | \$65.00 |
| Mezzanine | 135' x 25' | \$125.00 |

USE OF FACILITY FOR BASKETBALL RELATED EVENTS HAS BEEN GIVEN AT NO CHARGE TO LESSEE AND LESSEE IS RESPONSIBLE TO PROVIDE ALL STAFF FOR BASKETBALL RELATED OPERATIONS (ticket sellers, takers, announcers, clocker operators, officials, hospitality items, etc).

LESSEE RETAINS 100% OF PROCEEDS FROM TICKET SALES.

EXPO CENTER RETAINS 100% OF PROCEEDS FROM FOOD & BEVERAGE CONCESSION.

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

Dear Mayor Priddle:

On behalf of the volunteers of the McAlester Italian Festival, I write to make a request for the waiver of rent for use of the Expo and grounds for the 39th Annual Festival, scheduled for May 16 & 17, 2009.

Hundreds of volunteers from our community have worked hard to make the Festival a significant and successful state event. Hundreds of thousands of dollars flow into our community that weekend from the many vendors, craftsmen, and festival-goers for such things as motel rooms, gas, food, and various other purchases. Each and every year the Italian Festival Foundation reviews requests from local and area organizations and schools. It is estimated that in the past ten years alone, over \$85,000 was paid out in support of an estimated 30 organizations and/or students. If the Festival is forced to pay such high rent we are prevented from supporting our local charities, non-profits and students and we really wish to keep the Festival at the fairgrounds. In addition, the ever-increasing costs of gas and food jeopardize our numbers of vendors, craftsman, and visitors.

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

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

Sincerely,



Bobby Lenardo
Italian Festival Foundation

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-EXPO**
Fax **918/426-0207**

Partnership Request

Date of Request: July 30, 2008

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

Date of Event: May 16 & 17, 2009, set up May 15, 2009
Description of Event: Italian Festival
Description & Rate of Scheduled Room: Expo Hall (3 Days) **\$2,125.00**

TOTAL OF REQUEST \$ 2,125.00

APPROVED PARTNERSHIPS

2008/09 PARTNERSHIP TOTAL BUDGETED AMOUNT: \$5,000.00

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2008/09 BUDGET YEAR TO DATE: \$ -0-

Approved Groups Dates Amounts

2008/09 BUDGETED AMOUNT BALANCE \$5,000.00

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

FACILITY RENTAL AGREEMENT

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

PHONE: _____ **FAX:** _____

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

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

| <u>FACILITY</u> | <u>DATE</u> | <u>EVENT TIME</u> | <u>INGRESS/EGRESS</u> |
|-----------------|-------------|-------------------|-----------------------|
|-----------------|-------------|-------------------|-----------------------|

Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the City of McAlester – Southeast EXPO Center specifically described above together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the City of McAlester, Expo Manager, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee. Lessee’s use of outside space is prohibited unless specifically provided for herein.

This Rental Agreement shall have no force or affect whatsoever until it is signed and returned with deposit, if such is required, and signed by the Expo Manager. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

If Lessee wishes to cancel an event, its deposit and/or any payment may be refunded by the City of McAlester – Southeast EXPO Center subject to:

- (1) Lessee giving written notice of cancellation to the manager at least sixty (60) days prior to the first date reserved for occupancy; or
- (2) The Agreement being canceled by the manager under any of the rules of operation governing the management of the Expo Center; or
- (3) The Agreement being otherwise canceled at the request of the manager and with the consent of the Lessee.

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

RULES AND REGULATIONS

- 1) LOCATION – Southeast Expo Center – 4500 W. Hwy. 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.
- 2) PERMITTED GROUPS – Organizations interest in leasing the Expo Center do so by contacting the manager at 918/420-EXPO.

Reservations are made on a first come, first served basis. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the Expo calendar availability list until the deposit set forth by the City of McAlester has been received in the office of the Expo Manager. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposit will be requested so that the day can remain secure. If the first client declines the request for deposit, the second client requesting the date will be required to submit a deposit to secure the date.)

Lessee shall comply with all laws of the United States, of the State of Oklahoma, all ordinances of the City of McAlester and all rules and regulations of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws, ordinances, rules and regulations.

The Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

Unless otherwise authorized by the manager, all plumbing, electrical or carpenter work required to be done on the premises of the Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the manager.

- 3) EXPO CENTER RATES – Lessee of the Expo Center or any portion thereof, shall pay the rental rate set forth by the City of McAlester as is currently existing or as may be revised hereafter.

At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to the Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied or accepted.

In computing the length of performances, meetings, or rehearsals, a reasonable time will be allowed for personnel of the Lessee to enter and exit the building without being assessed for time exceeding the four (4) hour threshold.

- 4) LEASE CONTRACTS – A copy of the contract will be provided to the Lessee, who must sign the original before event will be scheduled. Signed Contract and reservation deposit made payable to the City of McAlester should be mailed to:

City of McAlester, SE Expo, P.O. Box 578, McAlester, OK 74501

Neither Contracts nor any of the rights of the lessee may be assigned, transferred or sublet without consent of the manager.

- 5) SET-UP REQUIREMENTS – Set-up sheets will be completed by the Lessee and returned with every Contract. Discussion regarding requirements and related cost for any event must be held with the Manager. Any special set-up request may be provided to the Manager, in writing, at least thirty (30) days before the event. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Expo Center either prior to, during or subsequent to the use of the facilities by the Lessee, the Expo Center, The City of McAlester, their agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.
- 6) CONCESSIONS – City of McAlester, Expo Center, retains all rights to food and beverage concessions. Concessions of any merchandise, either on display or by taking orders, may be sold only after prior approval of the Manager. No percentage of receipts on merchandise is required at this time. No collections or donations whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.
- 7) CERTIFICATE OF INSURANCE – Lessee must provide a Certificate of Liability Insurance to the Manager at least ten (10) days prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming City of McAlester, SE Expo Center, as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from Manager.)
- 8) LICENSES- Lessee shall obtain all permits/licenses required by law ordinances, rules and regulations and provide a copy to Manager ten (10) days prior to event.
- 9) ADVERTISING – Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the Expo Center except as is authorized in writing, by the Manager. The Lessee may display promotional or advertisement material for an event held at the Expo as long as no materials displayed damages, injuries, mars or in any manner defaces any portion in the facility at the Expo Center.
- 10) SECURITY – Lessee is responsible for furnishing security if deemed necessary by the Manager.
- 11) OBSTRUCTIONS – No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the EXPO Center shall be obstructed or caused to be obstructed by the Lessee, nor shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee.
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McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 **Item Number:** 4
Department: Planning and Community Development
Prepared By: Jamie Jo Benson **Account Code:** _____
Date Prepared: July 28, 2008 **Budgeted Amount:** _____
Exhibits: Ten

Subject

Consider, and act upon, a Residential Planned Unit Development, known as the Brookhaven Addition, and to be located at Douglas and Ten Springs Avenue on a site of approximately 4.30 acres.

Recommendation

Motion to approve the Brookhaven Addition Residential Planned Unit Development with the stipulations recommended by the Planning Commission.

Discussion

The Planning Commission met on July 15, 2008 and held a public hearing on the Brookhaven Addition Residential Planned Unit Development. Mr. Alan Martin, applicant, stated that he planned to construct 18 homes of 1800 square feet or larger. He further stated that the yards would have sod and be landscaped.

The Planning Commission made a motion to approve as presented with the following stipulations—(1) that the applicant build a fence on the Ten Springs side consisting of metal posts and cedar; (2) that there be a minimum of 1,800 square foot to each home built, and (3) that the homes be made of 100% masonry. AYE: Emmons, Kanard, Lewis, McNally, Otis and Way. NAY: Bolinger Motion carried.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|------------------------|----------------|-----------------|
| Department Head | _____ | _____ |
| City Manager | <u>MBR</u> | <u>07/28/08</u> |

STAFF REPORT

APPLICANT: Brookhaven Addition

STATUS OF APPLICANT: Owner

REQUESTED ACTION: Residential Plan Unit Development (PUD)

LOCATION: Douglas Avenue & Ten Springs Avenue

PURPOSE: To construct eighteen (18) Single Family Dwelling Units

EXISTING ZONING: R-1B (Single Family Residential)

SIZE: 4.30 ACRES

EXISTING LAND USE: VACANT

ANALYSIS

The applicant proposes to construct an eighteen (18) unit development owned by the developer which will contain 18 dwelling units. The Zoning Ordinance outlines the reasons for Plan Unit Developments stating that they should promote a flexible but unitary site development plan for residential development and to permit a clustering of units for the presentation of landscaping features and efficient use of open space.

The applicant proposes to construct high quality units on this site. The accompanying plans include floor plans and renderings of each unit. The development will also have a fence constructed along the side that borders Ten Springs Avenue.

The sixteen (18) units will be built on a site that contains 4.3 Acres. This will allow for 10,500 sq. ft. per dwelling unit. Therefore the area per unit is greater than that required for 10,500 sq. ft. per unit. (6000 sq.ft.)

CONCLUSION

This proposed development is somewhat unique to development in McAlester, but does reflect the desire of the community to provide a variety of dwelling choices.

RECOMMENDATION

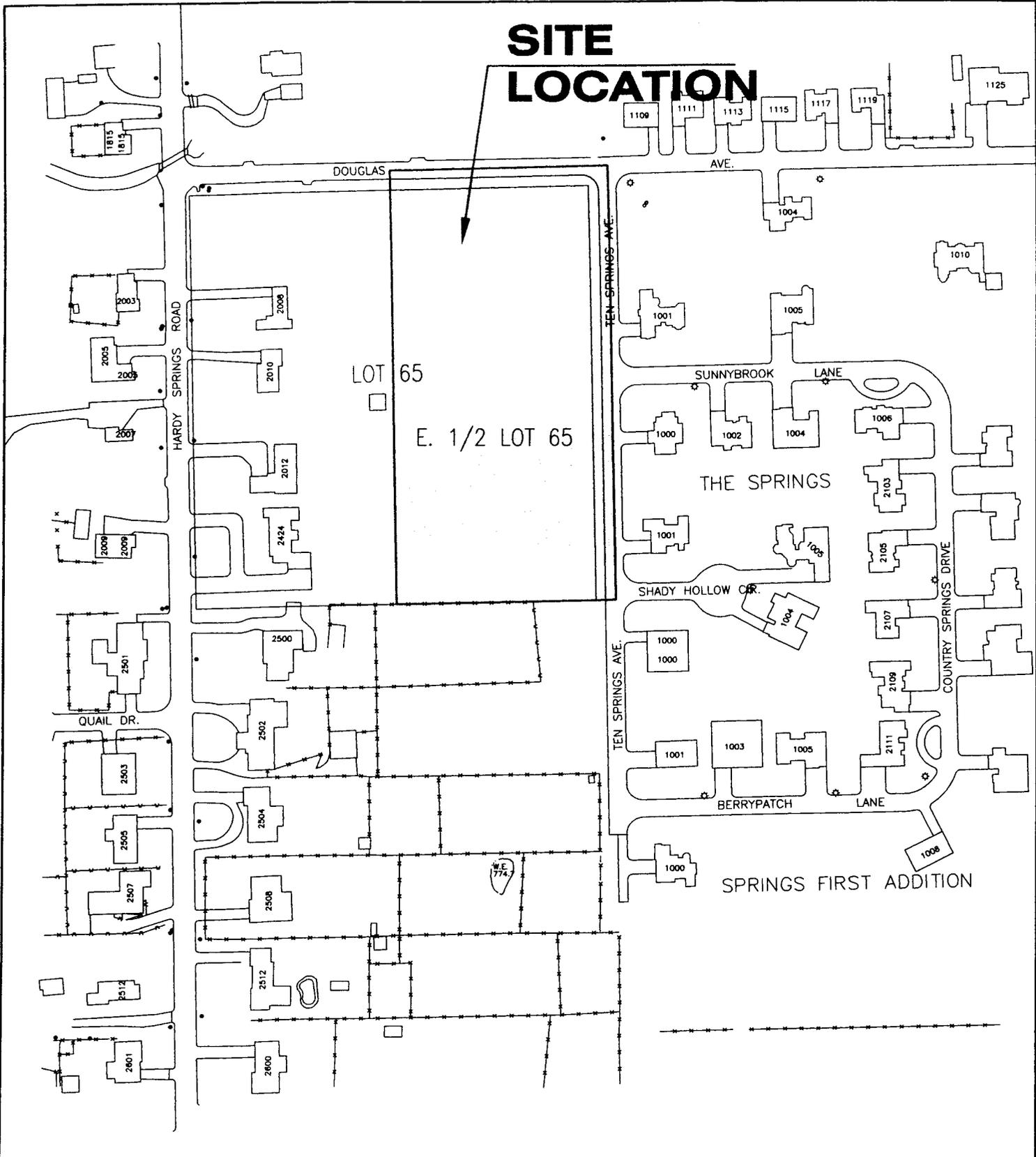
The following recommendations must be met as a condition of approval of Plan Unit Development (PUD).

1. Adherence to the site plan and setbacks set out shall be required.
2. Design and type of structure be in conformity with those proposed by applicant.
3. The proposed plan satisfies Code and Engineering concerns regarding a Plan Unit Development. The staff feels that the Land Development Code and the International Residential Code requirements have been satisfied. The plan is now forwarded to the Planning Commission with a favorable recommendation.

ATTACHMENTS

1. Location map
2. Site Plan
3. Floor Plans including Elevations of proposed units

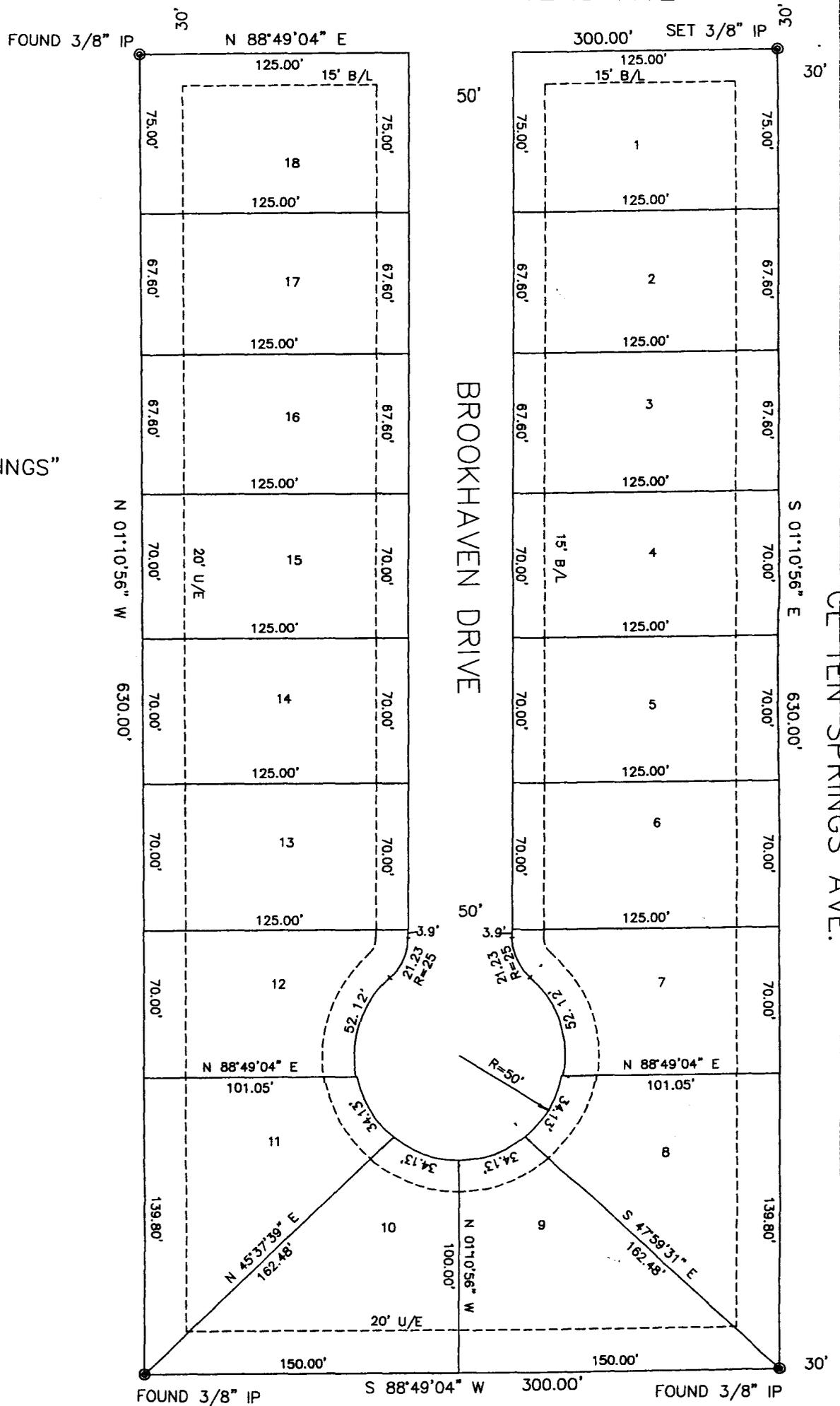
SITE LOCATION



SCALE: 1" = 200'



CL DOUGLAS AVE



SCALE 1" = 50'

BEARINGS TAKEN FROM PLAT OF "THE SPRINGS"

MINIMUM SETBACKS

- FRONT 15'
- REAR 20'
- SIDE 5'

PREPARED BY ESTER, FINAL PLAT

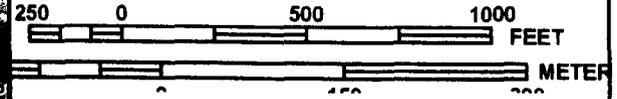
DATE BY SHEET

Brookhaven Site

248000m E



MAP SCALE 1" = 500'



NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0011D

FIRM

FLOOD INSURANCE RATE MAP

CITY OF

MCALESTER,

OKLAHOMA

PITTSBURG COUNTY

PANEL 11 OF 13

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|--------------------|--------|-------|--------|
| MCALESTER, CITY OF | 400170 | 0011 | D |

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER

4001700011D

MAP REVISED

OCTOBER 19, 2005

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



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starting at \$575

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| | |
|---------------|------|
| Square Feet | 1790 |
| Bedrooms | 3 |
| Baths | 2 |
| Garage Stalls | 1 |
| Levels | 1 |
| Width | 51' |
| Depth | 64' |

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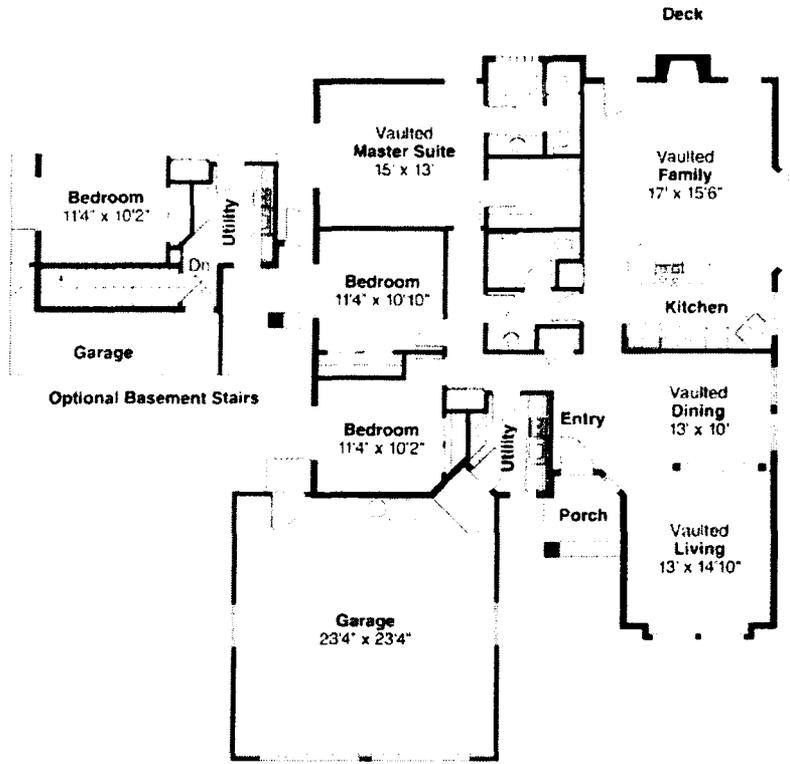
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Plan Details

PLAN# 67-796

starting at \$825

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| | |
|---------------|------|
| Square Feet | 1769 |
| Bedrooms | 3 |
| Baths | 2 |
| Garage Stalls | 1 |
| Levels | 1 |
| Width | 57' |
| Depth | 58' |

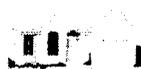
Available Foundations:
 Basement

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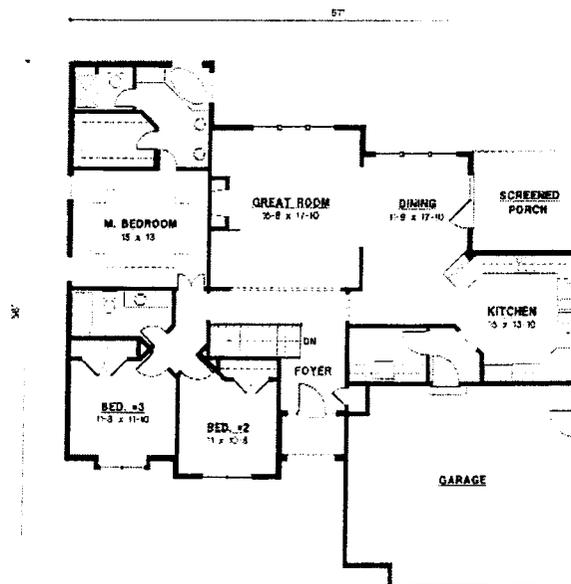
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Plan Details

PLAN# 124-332

starting at \$575



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| | |
|---------------|------|
| Square Feet | 1859 |
| Bedrooms | 3 |
| Baths | 2 |
| Garage Stalls | 1 |
| Levels | 1 |
| Width | 63' |
| Depth | 51' |

Available Foundations: Crawlspace

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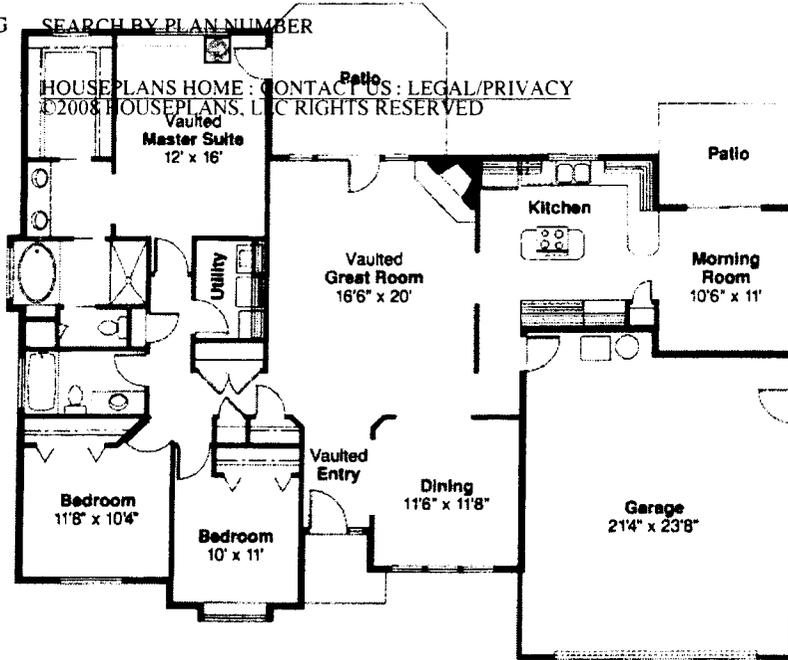
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MODIFICATION QUICKQUOTE

REGULAR PRICE \$30

NEW - EDITOR'S BLOG

Plan Details

PLAN# 124-248

starting at \$575



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Cost-To-Build Report

Order a Plan
Modification QuickQuote

EMAIL A QUESTION



| | |
|---------------|------|
| Square Feet | 1982 |
| Bedrooms | 3 |
| Baths | 2 |
| Garage Stalls | 1 |
| Levels | 1 |
| Width | 58' |
| Depth | 60' |

Available Foundations:
Slab

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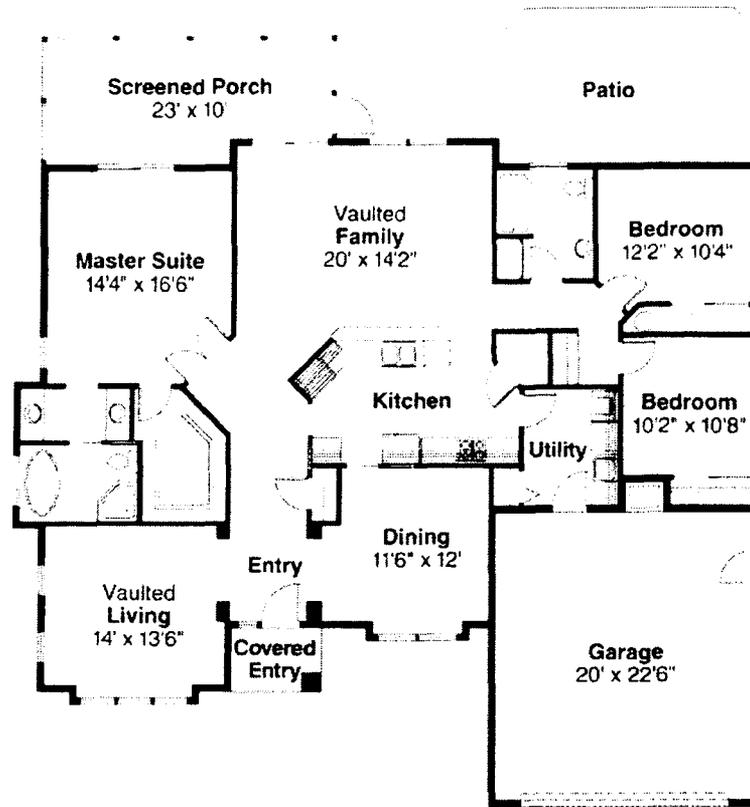
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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR: THE NORTHERLY 78 FEET OF LOT 1 IN BLOCK 491, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B (SINGLE-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL).

* * * * *

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

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

The Northerly 78 feet of Lot 1 in Block 491, City of McAlester, formerly; South McAlester, Pittsburg County, State of Oklahoma

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this _____ day of _____ 2008.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

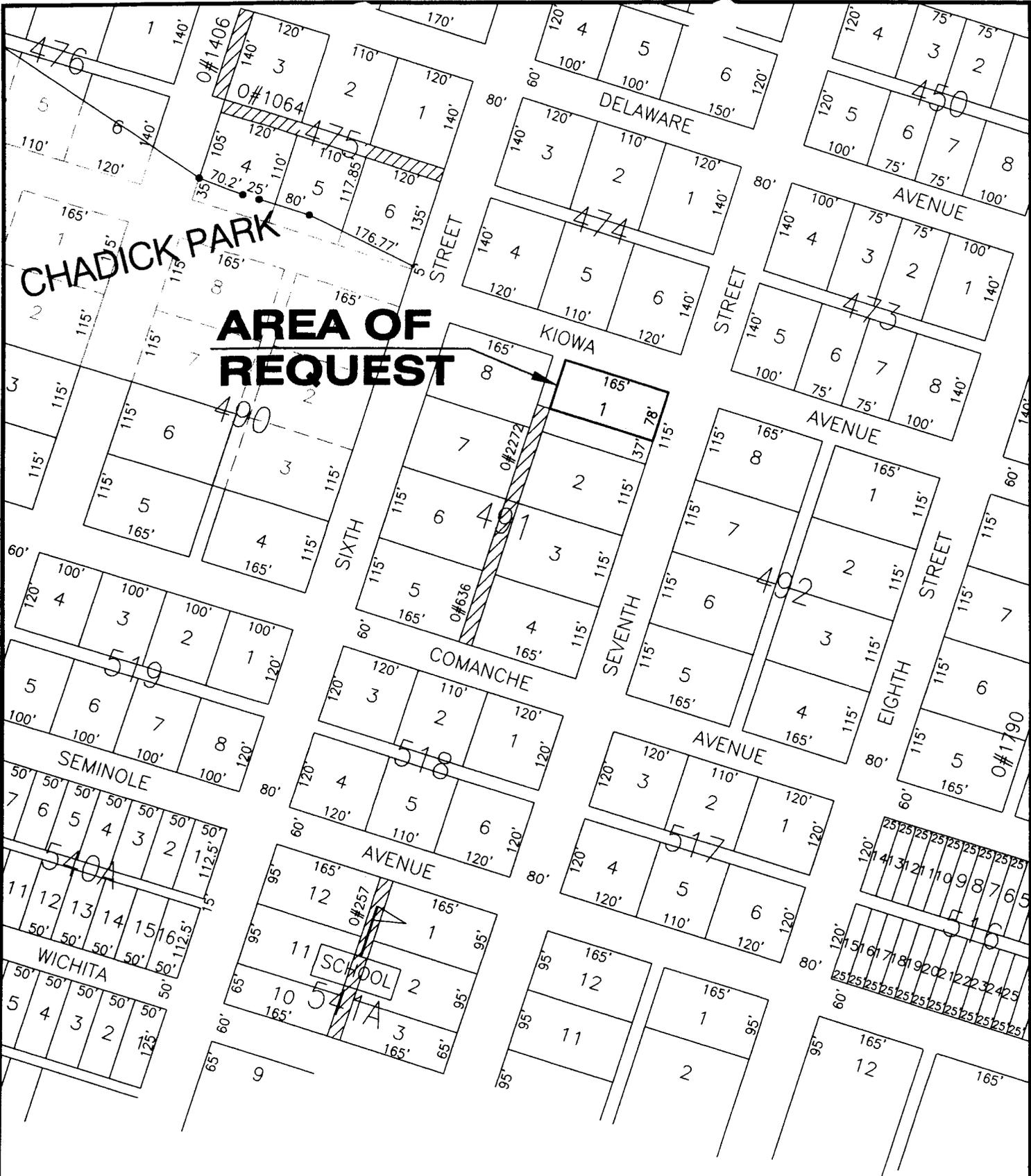
By _____
Kevin E. Priddle, Mayor

ATTEST:

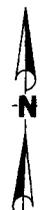
Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____ 2008.

By _____
William J. Ervin, City Attorney

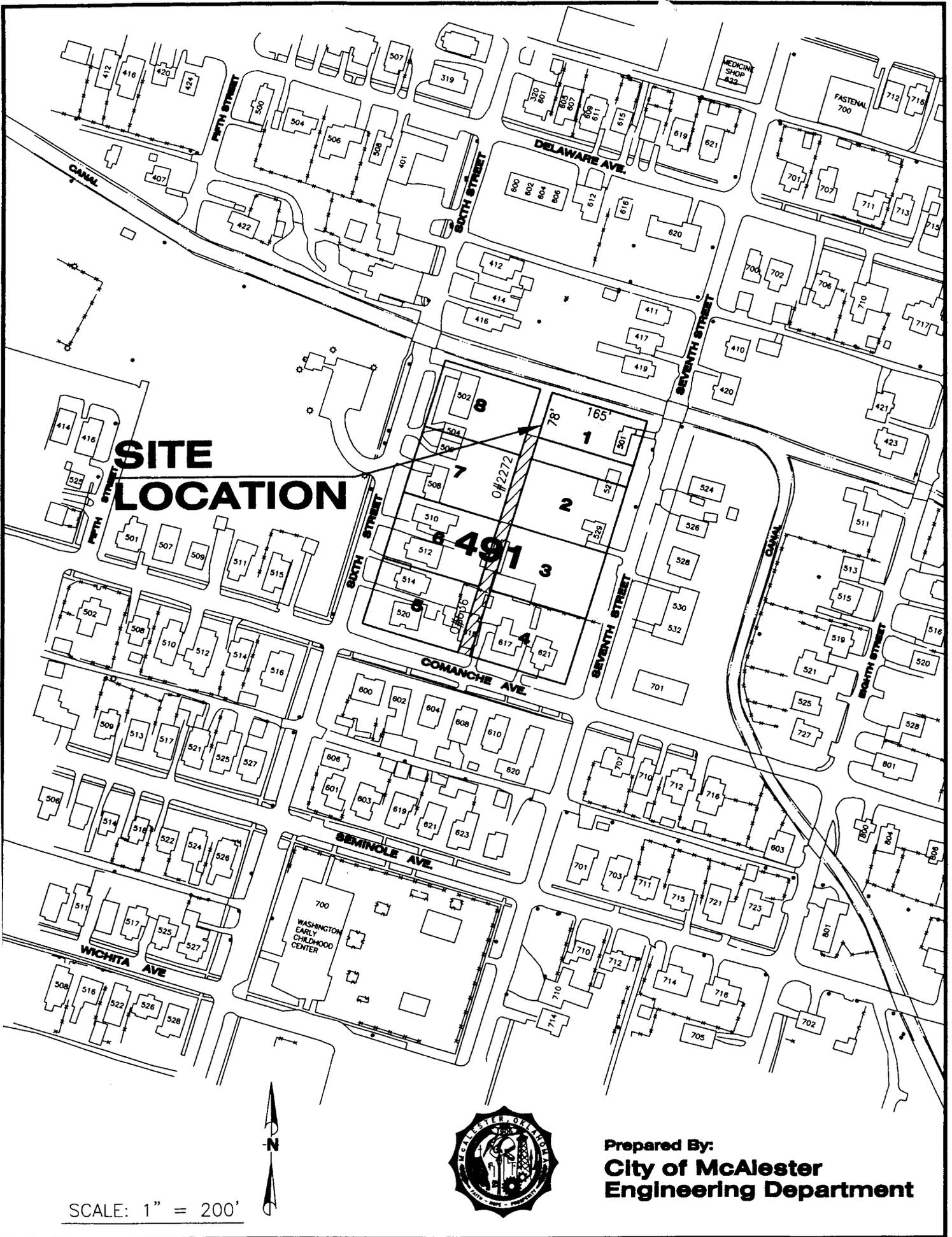


AREA OF REQUEST



Prepared By:
City of McAlester
Engineering Department

SCALE: 1" = 200'



**SITE
LOCATION**



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

SCALE: 1" = 200'



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 Item Number: 6
Department: Police
Prepared By: Jim Lyles Account Code: _____
Date Prepared: August 6, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Hold a Public Hearing and consider, and act upon, an Ordinance amending Ordinance No. 2287, entitled Animals, Article II, Sections 10-32; 10-46 (h) and 10-48 (1); creating a new Section 10-31.1; and providing an effective date.

Recommendation

Motion to approve an amendment to Ordinance No. 2287.

Discussion

This amendment to Ordinance No. 2287 relates to required changes in the animal ordinance to allow for contracting of certain functions.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | <u>JL</u> | <u>08/06/08</u> |
| City Manager | <u>MBR</u> | <u>08/06/08</u> |

ORDINANCE NO. __

AN ORDINANCE AMENDING ORDINANCE NO. 2287, ENTITLED ANIMALS, ARTICLE II, SECTIONS 10-32; 10-46 (h) AND 10-48 (1); CREATING A NEW SECTION 10-31.1; AND CREATING AN EFFECTIVE DATE.

* * * * *

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

SECTION 1: Article II, Section 10-32 is hereby repealed.

~~Sec. 10-32 Relief from personal responsibility.~~

~~The animal control officer, police officer, animal handler or trainer working with and responsible for any animal used for enforcement purposes in the normal course of performing and discharging those duties, and charged with the responsibility for enforcement of the law while acting for the jurisdiction, as well as the city itself, shall not thereby be rendered liable personally and is hereby relieved from all personal or corporate liability for any damage or personal injury that may accrue to persons or property as a result of any act required or permitted in the discharge of official duties and shall be held harmless and blameless for such acts.~~

SECTION 2: Article II, Section 10-31.1 is hereby created as follows:

Sec. 10-31.1 Authority to contract animal control services.

The city council shall be authorized to contract all services related to animal control, including but not limited to administration, enforcement licensing, impoundment, records keeping, redemption, adoption and disposition of animals with any entity, agency or animal shelter it deems suitable upon such terms and provisions as it may consider appropriate.

SECTION 3: Article II, Section 10-46 (h) is hereby amended to read as follows:

Sec. 10-46 Generally.

(h) Any dog or cat not reclaimed by its owner within 120 hours for a licensed animal or 72 hours for an unlicensed animal shall become the property of the City and shall be placed for adoption in a suitable home or humanely euthanized. Other impounded animals not reclaimed by an owner within 72 hours shall become the property of the City and shall be humanely destroyed.

SECTION 4: Article II, Section 10-48 (a) (1) is hereby amended to read as follows:

Sec. 10-48 Redemption; disposition of unclaimed animals.

(1) No dog or cat may be reclaimed unless all requirements of section ~~10-77~~ 10-47 have been complied with.

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 6: 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 7. Effective Date. This Ordinance shall take affect and be in force thirty (30) days after its passage.

PASSED and APPROVED by the CITY COUNCIL OF THE CITY OF McALESTER, this __ day of August, 2008.

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 August, 2008.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008
Department: Police
Prepared By: Jim Lyles
Date Prepared: July 29, 2008

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: One

Subject

Hold a Public Hearing and consider, and act upon, an Ordinance amending the Code of Ordinances, Chapter 102, Article I, Section 102-15, Use of Roller Skates, Skateboards, etc., on roadways and sidewalks; creating a new Section 102.15.1; and declaring an emergency.

Recommendation

Motion to approve an amendment to Section 102-15 of the Code of Ordinances.

Discussion

The previous ordinance, which amended this Section of the Code, had several grammatical errors, which this ordinance corrects.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-------------------|
| Department Head | <u>JL</u> | <u>07/29/2008</u> |
| City Manager | <u>MBR</u> | <u>08/06/08</u> |

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 102, ARTICLE I, SECTION 102-15, USE OF ROLLER SKATES, SKATEBOARDS, ETC., ON ROADWAYS AND SIDEWALKS; CREATING A NEW SECTION 102.15.1; AND DECLARING AN EMERGENCY.

* * * * *

BE IT ORDAINED BY THE ~~MAYOR AND CITY COUNCIL~~ OF THE CITY OF MCALESTER, OKLAHOMA, that:

SECTION 1: Chapter 102, Article I, Sec. 102-15, of the McAlester Code of Ordinances is hereby amended to read as follows:

~~Sec. 102-15. USE OF ROLLER SKATES, SKATEBOARDS, ETC. ON ROADWAYS AND SIDEWALKS. PROVIDING FOR PENALTY.~~ Use of Roller Skates, Skateboards, etc., on Roadways and Sidewalks.

(a) No person upon roller skates, or riding in or by means of a skateboard, coaster, toy vehicle, or similar devices, shall go upon the roadway except as follows:

- (1) When crossing a street on a crosswalk;
- (2) In residential areas where no sidewalks are provided; and
- (3) Upon streets which are set aside as play streets as authorized by ordinances.

~~(4)~~ (b) No person upon roller skates or riding in or by means of a skateboards, coaster, toy vehicle, or similar device, shall ride upon a hill or street that, by so riding, would constitute an immediate danger to themselves and/or vehicular traffic.

~~(b)~~ (c) It shall be unlawful for any person upon roller skates, coaster, toy vehicle or similar devices, to ride on the roadways or sidewalks within the central business district of the city, which is defined as the area between "A" street and Strong Boulevard, and Jefferson Avenue and Wyandotte Avenue. This section shall not apply to areas within the above defined central business district which are residential occupancy.

~~(c)~~ (d) No person shall ride a skateboard upon any sidewalk or sidewalk area where such riding is specifically prohibited by signs.

SECTION 2: Chapter 102, Article I, Section 102.15.1, is hereby created to read as follows:

Sec. 102.15.1 Penalty

(d) Every person convicted of a violation of this ordinance shall be punished as prescribed in Sec. 1-8 of this code, or by impounding of such persons roller skates, coaster, skateboard, toy vehicle, or similar device for a period of not to exceed 10 days or by any combination thereof.

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 4: 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 2 5: 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 August, 2008.

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 August, 2008.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 20087
Department: City Council
Prepared By: Cora Middleton
Date Prepared: 07/30/08

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

Subject

Consider, and act upon, authorizing the Mayor to execute contract related to economic development services for fiscal year 2008/2009, between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS), following submittal of said contract for review and acceptance by the MEDS Board of Directors.

Recommendation

Motion to approve authorizing the Mayor to execute contract between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS), following submittal of said contract for review and acceptance by the MEDS Board of Directors.

Discussion

A Council Sub-Committee consisting of Mayor Kevin Priddle, Councilmember's Sam Mason and Donnie Condit negotiated a new contract with the McAlester Economic Development Service, Inc. for this fiscal year. At the end of the negotiations, the parties agreed to present the attached contract to their respective Boards.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | <u>CM</u> | <u>07/29/08</u> |
| City Manager | <u>MBR</u> | <u>08/06/08</u> |

C O N T R A C T

This Contract is made between the City of McAlester, a municipal corporation ("City") and the McAlester Economic Development Service, Inc., a non-profit corporation ("MEDS"). In this Contract, either the City or MEDS may also be referred to individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, the City desires to assist firms and individuals considering locating or expanding their businesses in McAlester; and

WHEREAS, the City desires to retain existing businesses in McAlester; and

WHEREAS, MEDS possesses the knowledge, skills and ability to assist the City in achieving these desires,

NOW, THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. SCOPE OF SERVICES

- A. MEDS will engage in industrial and commercial business solicitation activities on behalf of the City in order to expand the economic base of Pittsburg County, Oklahoma, through attraction of new business and industry.
- B. MEDS will provide technical assistance to new and existing businesses and industry on behalf of the City to promote expansion and maintenance of the economic base of Pittsburg County, Oklahoma.
- C. The City and MEDS will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MEDS efforts. Goals shall be as specific as possible and shall focus on actual tangible efforts to expand economic development. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MEDS shall provide a work plan to the City no later than thirty days after the effective date of this Contract.
- E. MEDS will provide written reports to the City by the tenth day of each month that shall include the current measurements against the goals and objectives. Said reports shall be presented to city council at the second scheduled meeting of each month.
- F. The City will independently monitor MEDS progress against its goals and objectives and shall request a written report from the City's Audit and Finance Advisory Committee on a quarterly basis. MEDS will provide its full cooperation in the preparation of these reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. MEDS will provide to the City a written annual performance report on economic development activities within thirty days following the end of the City's fiscal year.

2. PAYMENT FOR SERVICES

- A. In support of MEDS normal cost of operations, the City will pay to MEDS a maximum amount of \$150,000.00 during the term of this Contract subject to the following conditions:
 - 1) The City's amount of funding at any point in the fiscal year shall not exceed the proportionate share of \$150,000.00 based on the current month of the fiscal year in relation to twelve months. [Example: \$150,000.00 divided by twelve equals \$12,500.00.]

- 2) MEDS shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- 3) The City shall process requests for payments through its normal payment procedures.
- 4) The City will continue to provide office space including related utility costs for MEDS' staff at no cost. The fair market value of this in-kind contribution is estimated to be \$15,000.00. The City and MEDS may also agree on accounting and financial services that the City is willing to provide at no cost.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2008, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2009, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to MEDS shall be due or owing unless and until:
 - 1) This Contract is signed by a MEDS officer, legally authorized to bind MEDS;
 - 2) Any conditions precedent to the Contract have been submitted and accepted by the City;
 - 3) This Contract is signed by the mayor, legally authorized by the city council to bind the City, who shall be the final signatory to this Contract.
- B. The City or MEDS may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MEDS board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MEDS before the effective date of termination.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to MEDS, it shall be addressed to MEDS then known address.

If notice is sent to the City, it shall be addressed to:

City Clerk
City of McAlester
City Hall
First and Washington
McAlester, OK 74501

- E. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

4. ASSURANCES AND WARRANTIES

- A. MEDS warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

- B. MEDS shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The City shall not be liable to or required to reimburse MEDS for any federal, state and local taxes or fees of any kind.
- C. Except as otherwise expressly provided in this Contract, MEDS shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- D. MEDS shall employ and assign qualified MEDS Employees as necessary and appropriate to provide the services under this Contract. MEDS shall ensure all MEDS Employees have all the knowledge, skill, and qualifications necessary to perform the required services.
- E. MEDS shall solely control, direct, and supervise all MEDS Employees with respect to all MEDS obligations under this Contract. MEDS will be solely responsible for and fully liable for the conduct and supervision of any MEDS Employee.
- F. All MEDS Employees shall be employed at MEDS sole expense (including employment-related taxes and insurance) and MEDS warrants that all MEDS Employees shall fully comply with and adhere to all of the terms of this Contract. MEDS shall indemnify and hold the City harmless for all Claims against the City by any MEDS Employee, arising out of any contract for hire or employer-employee relationship between MEDS and any MEDS Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- G. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MEDS or any MEDS Employee. All MEDS Employees assigned to provide services under this Contract by MEDS shall, in all cases, be deemed employees of MEDS and not employees, agents or sub-contractors of the City.
- H. Nothing in this Contract is intended to authorize MEDS to obligate the City regarding any commitment to a third party, including, but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real property, other city assets or city services, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

5. INDEMNIFICATION

- A. MEDS shall indemnify and hold the City harmless from any and all Claims which are incurred by or asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of MEDS or MEDS Employees.
- B. MEDS shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. MEDS waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a MEDS Employee.

6. DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- A. "City" means the City of McAlester, Oklahoma, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "City Agent" as defined below.

- B. "City Agent" means all elected and appointed officials, directors, board members, council members, employees, volunteers, representatives, and/or any such persons' successors (whether such person acts or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "City Agent" shall also include any person who was a "City Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- C. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- D. "MEDS Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of MEDS, and also includes any MEDS licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's Contractors, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "MEDS Employee" shall also include any person who was a MEDS Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

7. GENERAL TERMS AND CONDITIONS

- A. Access and Records. MEDS will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if MEDS has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MEDS if the City suspends services under this Section.
- D. Compliance with Laws. MEDS shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, MEDS shall identify any MEDS Employee or relative of MEDS Employees who are presently employed by the City. MEDS shall give the City immediate notice if there are any City Agents or relatives of City Agents who are presently employed by MEDS.

- F. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- G. Discrimination. MEDS shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law. MEDS shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by MEDS. The City, at its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- H. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- I. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- J. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- K. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- L. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- M. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if MEDS' promise to indemnify or hold the City harmless is found illegal or invalid, MEDS shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.
- N. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- a. "ASSURANCES AND WARRANTIES";
 - b. "INDEMNIFICATION";
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS".

Executed and adopted upon motion duly made, seconded and passed this ____ day of August 2008, for the City of McAlester.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Ervin & Ervin, City Attorneys, By; William J. Ervin

Executed and adopted upon motion duly made, seconded and passed this ____ day of August 2008, for the McAlester Economic Development Service, Inc.

McALESTER ECONOMIC DEVELOPMENT SERVICE, INC..

By _____
Kenneth R. Miller, President

ATTEST:

Greg McNall, Treasurer

Note; See attachment, entitled 2008-2009 MEDS-City of McAlester Contract Goals and Objectives, pages 1-2-3-4-&5 as part of this contract.

Goal 1

Directly influence the creation of ten verifiable new employment opportunities in Pittsburg County that pay a minimum of \$35,000 per year with health care benefits by June 30, 2009.

Objectives:

1. Improve opportunities for productive employment with highest priority to those economic development activities that have the potential to upgrade the skill and wage levels of the Pittsburg County resident labor force. Target public economic development assistance of any type to those businesses that can increase the average wage rate in their industrial sector.
2. Promote expansion and recruitment of industries that offer career opportunities for both our secondary and post-secondary school graduates.
3. Partner in job fairs with the Kiamichi Technology Center, McAlester Public Schools, Choctaw Nation, EOSC, and local businesses in McAlester to bring graduates and industry together in providing and filling employment opportunities.
4. Encourage and foster those social services, both in the public and private sector, that are necessary to facilitate the broadest labor force participation, including training, job placement, child care, and health care.
5. Emphasize diversity of industry toward those sectors that demonstrate a steady employment pattern, avoid seasonal or economic layoffs, and withstand downturns in the economy.
6. Expand educational and job-training opportunities that have as their primary objective providing the Pittsburg County labor force with those marketable skills sought by employers that provide above average wage rates. Provide lifelong training and education opportunities that provide for a competitive labor force.
7. Actively seek out and maintain contact with McAlester businesses and industries at all levels to help determine needs and provide assistance.

8. Improve and update our website during the year to allow citizens, clients, and prospects to access accurate, timely, and pertinent information regarding economic development in the McAlester trade area.
9. Participate with local media in their efforts to inform the citizens of McAlester and residents of the trade area about economic and quality of life opportunities here in an effort to attract more population.
10. Identify and attend three trade shows or industrial call trips with the Oklahoma Department of Commerce to both attract targeted industry to McAlester and keep a membership on the Governor's Economic Development Team.
11. Continue to work with the City of McAlester, McAlester Foundation, local utilities, Oklahoma Department of Commerce, private developers, and other interested entities and agencies to develop, improve, and provide build ready sites within the McAlester Industrial Parks to attract industrial and warehousing/distribution prospects.
12. Develop and present a plan to the City of McAlester for consideration of using economic development funds to build a 50,000 square foot speculative building to attract prospects to our trade area.
13. Serve on the Board of the International Economic Development Council, (IEDC) to develop relationships with fellow economic development professionals worldwide and access our organization to best benchmarking practices concerning economic development efforts in a global economy.
14. Serve on the Oklahoma Governor's Economic Development Team to offer input to the Oklahoma Department of Commerce on effective assistance and programs for rural Oklahoma markets.
15. Participate with Oklahoma Southeast to effectively market the southeastern quadrant of Oklahoma, which includes the McAlester trade area, to prospects.
16. Work with the McAlester Public Schools, Kiamichi Technology Center, and EOSC in developing educational resources for effective recruitment, retention, and expansion of jobs in the McAlester trade area.
17. Serve as the central point of contact for information and resources to assist all entities, including government agencies and elected officials, in closing deals for business and industry locations or expansions in the McAlester trade area.

18. Continue working with McAAP officials to identify and pursue site development for the relocation of defense-related industries and suppliers in order to support the operation and viability of McAAP.
19. Make at least two calls before June 30, 2009 to the Dallas, TX area to create or nurture relationships with site locators and industrial realtors located there.
20. Participate in, and support, the Oklahoma Southeast Group's Lt. Governor's Turkey Hunt in April 2009 to bring site locators to our region of Oklahoma to learn about business and industrial investment opportunities for their clients.
21. Continue to facilitate the McAlester Trade Area Human Resources Committee, which is comprised of local existing industry and business, to identify and address workforce and job retention issues.
22. Visit twelve major industries in the McAlester area to identify and address issues, as well as provide assistance on expansion activities and opportunities.
23. Attend Annual ZaZa Reception held in Dallas, TX by the Oklahoma Department of Commerce.
24. Plan and host a "Business and Industry Appreciation Event" by November 2008 to recognize our existing industry and inform citizens about the importance of industrial expansion and retention of jobs to everyone in the community and area.
25. Team with educational partners to develop a Readiness and Credentialing Program that will provide area employers with applicants who have documented job competencies.
26. Work with the City of McAlester on the McAlester Airport Marketing Plan that has been developed and submitted. Full implementation is dependent on incorporation into the McAlester Airport Authority business plan and funding for the marketing plan.

Goal 2

Recruit and assist in the building of fifty new low-moderate income single or multifamily housing units in McAlester by June 30, 2009.

Objectives:

1. Plan for and accommodate the socioeconomic impacts of industrial and commercial development, such as by providing a variety of housing options to meet the needs of the local labor force.
2. Coordinate with lending institutions to create financing and incentives for developers of new low-moderate income housing, with emphasis placed on home ownership.
3. Seek out tax incentives or other incentives at the state and national level that may be available to developers of low-moderate income housing.
4. Encourage investment that will stabilize and improve housing in all areas of McAlester.

Goal 3

Recruit and directly influence the establishment of ten to fifteen new and viable retail businesses in McAlester by June 30, 2009.

Objectives:

1. Improve the business climate in McAlester by encouraging and supporting the redevelopment of existing buildings that are commercially zoned and empty. Special emphasis should be placed on those buildings that are dilapidated and located on major thoroughfares within McAlester.
2. Contribute to the stabilization and development of the downtown McAlester and North Town business districts with emphasis on the reuse of historic buildings that contribute to the commercial and cultural economic base of these areas.
3. Encourage business type diversity in the establishment of new retail businesses.

Goal 4

Continue to assist existing, under construction, and announced hotel/motel projects. This will include providing demographic information, assistance in hiring and staff development, liaison for the developers and contractors, etc.

Objectives:

1. Recognize and promote that McAlester is ideally situated within the state to accommodate business and tourism travelers.

2. Place special emphasis on the Expo Center and locating new motels in that area to accommodate vendors and visitors.
3. Encourage the establishment of restaurant facilities at hotels/motels.

Goals

Work with the City of McAlester's elected, business, and community leadership to identify specific business and industry that would be most beneficial to the greater McAlester area and formulate plans to attract them.

Attachment. Pages 1-2-3-4 & 5 entitled, 2008-2009 MEDS-City of McAlester Contract Goals and Objectives, agreed by City of McAlester and MEDS as a part of contract between both parties in accordance with contract item C, Scope of Services.

City of McAlester, Oklahoma

_____ Date: August ____, 2008.
Kevin E. Priddle - Mayor

McAlester Economic Development Service. Inc.

_____ Date: August ____, 2008
Kenneth R. Miller - President



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 Item Number: 9
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 4, 2008 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, authorizing the Mayor to execute an agreement with Oklahomans for Independent Living.

Recommendation

Motion to approve authorizing the Mayor to execute an agreement with OIL for this fiscal year in the amount of \$24,000.

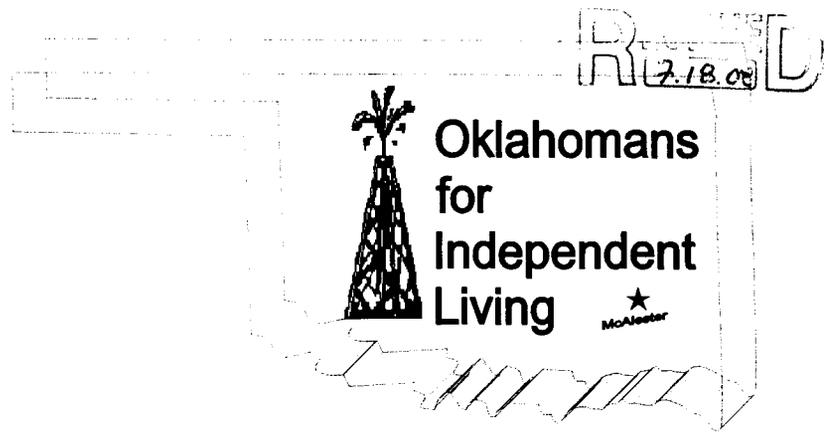
Discussion

The Executive Director of Oklahomans for Independent Living, Mr. Mike Ward, is seeking favorable consideration from City Council to enter into a new contract for this fiscal year in the amount of \$24,000, which is similar to the previous year stipend. The proposed contract has been modified from the previous year in accordance with suggested language changes by the City Attorney.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | _____ | _____ |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |

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



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

7/17/2008

Mark Roath
City Manager
City of McAlester
P.O. Box 578
McAlester, OK 74502

Dear Mr. Roath,

The Oklahomans for Independent Living are requesting a continuation of funding in the amount of \$24,000.00 for the accessible, door to door transportation program for individuals that have disabilities or are elderly without a means of transportation.

I am available to meet with you to provide additional information as needed. On behalf of those people with disabilities that are served by OIL, I respectfully submit this proposal for your consideration.

Sincerely,

Mike Ward
Executive Director
Oklahomans for Independent Living

AGREEMENT BETWEEN THE CITY OF MCALESTER
AND
OKLAHOMANS FOR INDEPENDENT LIVING

This Agreement, made and entered into this _____ day of _____, 2008, by and between the City of McAlester, Oklahoma, hereinafter called the (the “City”), and Oklahomans for Independent Living, hereinafter called (“OIL”).

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

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

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

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

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

- 1) Door-to-door demand response transportation with twenty-four (24) hours' notice to individuals with disabilities and elderly persons with functional limitations to facilitate living; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and
- 3) Disability information and referrals; and
- 4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
- 5) Social and recreational programs for McAlester citizens with disabilities; and
- 6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and
- 7) Employment assistance to people with disabilities; and
- 8) Peer counseling and support groups to promote independence for people with disabilities; and
- 9) Individual assistance to advocate and encourage independence; and
- 10) ADA information and assistance for individuals, businesses and the City to help improve access and compliance with the regulations.

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

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

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

- 1) The City will provide funding in the amount of \$24, 000 to assist in the transportation and associated services provided by OIL; and
- 2) The disbursement of said funds shall be in monthly payments that are determined by taking \$24,000 and dividing by 12 for monthly payments in the amount of \$2,000.

The term of this agreement shall be for the 2008-2009 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2009, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

\

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

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

CITY OF MCALESTER

An Oklahoma Municipal Corporation

Kevin Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the ____ day of _____, 2008

OKLAHOMANS FOR INDEPENDENT LIVING



Mike Ward, Director



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|------------------------|------------------|------------|
| Meeting Date: | <u>August 12, 2008</u> | Item Number: | <u>10</u> |
| Department: | <u>Police</u> | Account Code: | <u></u> |
| Prepared By: | <u>Jim Lyles</u> | Budgeted Amount: | <u></u> |
| Date Prepared: | <u>July 22, 2008</u> | Exhibits: | <u>One</u> |

Subject

Consider, and act upon, authorizing the Mayor to execute an Inter-Agency Agreement with the City of Krebs for dispatch services from July 1, 2008 to June 30, 2009, following execution of the Agreement by the Mayor for the City of Krebs.

Recommendation

Motion to approve an Inter-Agency Agreement with the City of Krebs for police dispatch services.

Discussion

The McAlester Police Department currently provides dispatch services for the City of Krebs but the current agreement expired June 30th 2008.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-------------------|
| Department Head | <u>JL</u> | <u>07/22/2008</u> |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |

INTER-AGENCY AGREEMENT

This agreement made and entered into this _____ day of _____, 2008, by and between The City of McAlester, first party, and The City of Krebs, second party.

Witnesseth:

1. Beginning July 1, 2008, the first party will perform police dispatch services for the Krebs Police Department through the McAlester Police Department for the second party for the sum of \$18,000.00 annually. The first party will provide police radio communications on McAlester police frequency for the second party on a 24 hour, 7 day week basis. The first party will also provide dispatch service to the second party via telephone from the citizens of Krebs requesting police service, and dispatch via radio to the second party police units. The first party will document all pertinent radio traffic regarding the second party on the McAlester Police Radio Log, and will document all Calls for Service Logs for the second party on Logs provided by the second party.
2. The second party will pay the first party for said services on a quarterly basis, due at the beginning of each quarter, or make one yearly payment during the first quarter of the budget year. Both the first and second party retains the right to discontinue this agreement by giving a 60 day written notice to the other party.
3. This agreement will be reviewed on a yearly basis by both parties and shall lapse as of June 30, 2009, unless mutually ratified prior to that date and in the event of ratification, it shall continue for the ensuing fiscal year on the same terms unless amended by mutual agreement.

City of Krebs,
A Municipal Corporation

By: _____
Kent Vickers, Mayor

Attest:

Krebs City Clerk

City of McAlester,
A Municipal Corporation

By: _____
Kevin Priddle, Mayor

Attest:

McAlester City Clerk



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|------------------------|------------------|------------|
| Meeting Date: | <u>August 12, 2008</u> | Item Number: | <u>11</u> |
| Department: | <u>Police</u> | Account Code: | <u></u> |
| Prepared By: | <u>Jim Lyles</u> | Budgeted Amount: | <u></u> |
| Date Prepared: | <u>July 29, 2008</u> | Exhibits: | <u>One</u> |

Subject

Consider, and act upon, authorizing the Mayor to execute an Inter-Agency Agreement with the Board of County Commissioners of Pittsburg County, Oklahoma for animal services, following execution of the Agreement by the Chairman of the Board of County Commissioners.

Recommendation

Motion to approve authorizing the Mayor to execute an Agreement with the Pittsburg County Board of County Commissioners for animal services, following execution of the Agreement by the Board of County Commissioners.

Discussion

The Pittsburg County Animal Shelter opened to the public in August 2008. With the new facility in operation, the McAlester Police Department (MPD) is proposing to close the City's animal shelter. Further, the MPD is proposing to take all dogs and cats to the new County facility. This proposed Agreement is to address animal impoundment issues between the City and Pittsburg County.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | <u>JL</u> | <u>07/29/08</u> |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |

INTER-AGENCY AGREEMENT

This agreement made and entered into this _____ day of _____, 2008, by and between the City of McAlester, first party and the Board of County Commissioners of Pittsburg County, Oklahoma, second party.

Witnesseth:

Whereas, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective agencies being geographically located together, and their efforts being one in the same to, promote and preserve the safety and welfare of the public and animals to maintain social order. Both parties recognize that The Pittsburg County Animal Shelter was established by a vote of all of the citizens of Pittsburg County to promote the better treatment and welfare of animals within Pittsburg County.

Whereas, both parties desire to combine and coordinate their resources to better serve the citizens of both the City of McAlester and Pittsburg County for the safety and welfare of citizens and animals alike.

1. The second party agrees to keep all dogs or cats picked up from the first party and the second party agrees to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into their custody from the first party.
2. All unrestrained dogs, cats, and nuisance animals found running at large shall be taken by the police or animal control officers and impounded with the second party and there confined in a humane manner. Any animal that poses a threat to public health and safety, any wild animal kept illegally, or any animal that has been cruelly treated or abused shall also be impounded.
3. Second party agrees to keep licensed impounded dogs and cats for not fewer than 120 hours unless sooner reclaimed by their owner.
4. Second party agrees to keep all unlicensed impounded dogs, cats, other domestic animals, not fewer than 72 hours unless sooner reclaimed by their owner.
5. Sick or injured animals wearing no apparent identification through which ownership cannot be determined may be kept zero to 72 hours at the discretion of the first party or second party after consultation with a licensed veterinarian.
6. If, by a license tag or other means, the owner of an impounded animal can be identified, the second party agrees to immediately upon impoundment notify the owner by direct contact, telephone, mail, or other reasonable means.

7. Any dog or cat brought to the second party by the first party, not reclaimed by its owner, within 120 hours for a licensed animal or 72 hours for an unlicensed animal shall become the property of the second party. Other impounded animals not reclaimed by an owner within 72 hours shall become the property of the second party.

8. In case of an animal bite the second party agrees to securely quarantine such animal for a period of ten days and shall not release such quarantined animal until reasonable determination has been made that the animal is not infected with rabies. At the discretion of the second party, the quarantine may be on the premises of the owner, at a veterinary hospital of the owner's choice at the owner's expense, or at the Pittsburg County Animal Shelter. In case of an animal whose ownership is unknown the second party agrees that quarantine shall be at the Pittsburg County Animal Shelter. The animal may be reclaimed by the owner if adjudged free of rabies and the owner shall then pay any related charges for confinement to the second party.

8. When an animal under quarantine has been diagnosed as being rabid or is suspected of having rabies by a licensed veterinarian while under observation, the health officer, veterinarian or other designated emissary shall immediately send the necessary part of such animal to the state health department for pathological examination and shall notify the proper public health officer of any reports of human contact. If the animal dies or develops rabies-like symptoms within the specified period of confinement, the animal head shall be removed immediately and packed in a shipping container in accordance with instructions published by the state commissioner of health and sent to the state department of health laboratory in Oklahoma City for examination.

9. It is agreed that the agency having custody and responsibility for an animal quarantined for biting a person and suspected of being rabid to notify, in a timely manner, the owner of such animal, if determined, and any person who was bitten, or if a minor, the person's parent or legal guardian of the location and duration of the quarantine, the probable release date and the result of any testing performed.

10. Second party agrees to license any dog or cat over the age of four months within the city limits. The license shall state the name and address of the owner and the name, breed, color, age and sex of the dog or cat. Second party agrees to not charge a fee for guide dogs or hearing dogs and a 50 percent discount shall be given to all senior citizens. The fee shall be paid at the time of making application and a numbered receipt shall be given to the applicant and a numbered metallic tag shall be issued to the owner; provided, however, that no license shall be issued for any dog or cat until the owner thereof furnishes written evidence satisfactory to the second party that the dog or cat has been vaccinated against rabies.

11. The second party agrees to have all animals licensed, spayed or neutered and have rabies vaccination prior to being adopted

12. The first party agrees to allow the second party to retain all fees collected for the impoundment and licensing of dogs or cats. These fees shall be set by the second party.

13. First and Second Parties mutually agree to indemnify and hold harmless the other from any liability or claims resulting from the negligent acts of their own employees or agents.

14. The term of this agreement shall be for the remainder of the 2008-2009 fiscal year and shall continue for the succeeding fiscal year, if prior thereto it is mutually ratified by the parties to be on the same terms, unless mutually amended.

(Seal)

First Party:
City of McAlester, Oklahoma

Attest: _____
Cora Middleton
City Clerk

By: _____
Kevin E. Priddle
Mayor

(Seal)

Second Party:
The Board of County Commissioners
of Pittsburg County, Oklahoma

Attest: _____
Debbie Lennox Burch
Clerk of the Board

By _____
Kevin Smith
Chairman



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 **Item Number:** 12
Department: Finance
Prepared By: Mark B. Roath **Account Code:** _____
Date Prepared: August 4, 2008 **Budgeted Amount:** _____
Exhibits: Two

Subject

Consider, and act upon, a (reaffirmation/termination) of a Letter of Engagement with the accounting firm of Hulme, Rahhal, Henderson, Inc. for services related to performing an audit of the Schedule of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999, and 2002 Capital Improvement Bonds.

Recommendation

Motion to (reaffirm/terminate) the Letter of Engagement with Hulme, Rahhal, Henderson, Inc. for audit services related to Restricted Sales Tax Receipts and Debt Service Payments for certain years.

Discussion

On or about April 4, 2008, the City Council engaged the services of Hulme, Rahhal, Henderson, Inc. to perform an audit of the Schedule of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999 and 2002 Capital Improvement Bonds. On May 27, 2008, a Firm representative notified the City Council of its inability to complete the audit because of the lack of sales tax receipts.

This agenda item is to determine whether the City Council wishes to reaffirm the engagement or terminate the engagement with the Firm.

Approved By

Initial

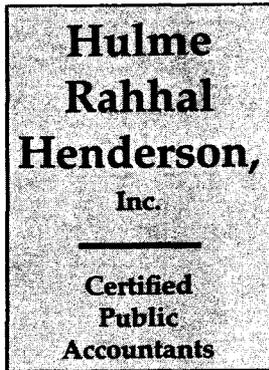
Date

Department Head

City Manager

MBR

08/04/08



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

March 6, 2008

Honorable Mayor and City Council
City of McAlester
P. O. Box 578
McAlester, Oklahoma 74502

We are pleased to confirm our understanding of the services we are to provide for City of McAlester.

We will audit the Schedule of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999 and 2002 Capital Improvement Bonds ("Schedule") for the period to be determined by Council, of the City of McAlester. The objective of our audit is the expression of an opinion as to whether your Schedule is fairly presented, in all material respects, in conformity with cash basis of accounting. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or unable to express an opinion, we may decline to express an opinion or may not issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of sales tax collections and debt service payments by the bond(s) trustees. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the Schedule and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement.

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

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the Schedule and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and to those charged with governance internal control related matters that are required to be communicated under professional standards.

You are responsible for making all management decisions and performing all management functions, and for designating an individual with suitable skill, knowledge, or experience to oversee nonattest services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, the selection and application of accounting principles, and the fair presentation of the Schedule in conformity with the cash basis of accounting.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the Schedule to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Schedule. We may advise you about appropriate criteria or assist in the development of the Schedule, but the responsibility for the Schedule remains with you.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Schedule. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

We understand that your employees will locate any documents selected by us for testing.

Our fees for these services will be at the billing rate of \$125.00 per hour plus travel and other out-of-pocket costs such as postage, fees to obtain information, etc. If this agreement is terminated before completion of the audit, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

Very truly yours,

Hulme Rahhal Henderson, Inc.

Rheba Henderson

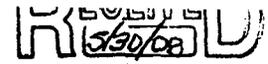
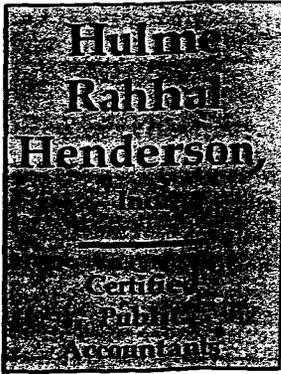
RESPONSE:

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

By: _____

Title: _____

Date: _____



100 E Street S.W., Suite 200
(580) 223-6454

Ardmore, OK 73401
FAX (580) 226-0439

May 27, 2008

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

Honorable Mayor and Council Members,

We were engaged to audit the sales tax receipts of the City of McAlester and the debt service expenditures of the revenue bonds of McAlester Public Works Authority from 1992 through 2007. We regret to inform you we are unable to complete the audit because sales tax receipts prior to September 2002 are not available from the Oklahoma Tax Commission or the records of the City.

Sincerely,

HULME RAHHAL HENDERSON, INC.

Rheba Henderson

C O N T R A C T

This Contract, made and entered into by and between _____
_____, as Party of the First Part, hereinafter
designated as Contractor, and City of McAlester, as Party of the Second Part,
hereinafter designated as the Owner, to-wit:

WHEREAS, the said Contractor is the lowest and best bidder for:

2008 WATER AND SEWER IMPROVEMENTS

for the total bid price, as accepted, of: _____ Dollars
(\$ _____).

NOW, THEREFORE, the said Contractor for the consideration herein named,
hereby agrees to do and complete the work above mentioned in accordance with the
plans adopted and approved by the Owner, and on file in the office of the Engineer,
Mehlburger Brawley, which plans and specifications are made a part of this Contract by
reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within ten (10)
days from the date of Work Order and perform same vigorously and continuously and
complete the same within sixty (60) consecutive calendar days thereafter. The
Contractor further agrees to pay, as liquidated damages, the sum of **\$500.00 for each
consecutive calendar day** thereafter as hereinafter provided in Section 9 of the
Special Conditions.

It is further agreed that payment for the aforesaid work or material will be made
under the terms of the Contractor's bid, as accepted, as provided in the specifications,
and that, upon final completion of this contract work, the Contractor will receive the full
compensation payment according to the schedule of prices as contained in his bid, as
accepted, and that, upon the receipt by the Contractor of the final claim, the same shall
be paid in full for all claims of every kind and description the Contractor may have
arising out of this contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General
Provisions of specifications and the Contractor's Bid Proposal, each of said instruments
on file in the office of the Engineer, Mehlburger Brawley, are hereby referred to and, by
reference thereto, are made a part of this contract as if fully written in detail or attached
hereto.

IN WITNESS WHEREOF, the parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, 20__.

SEAL

Contractor

ATTEST:

By: _____

By: _____

Typed Name and Title

Typed Name and Title

SEAL

City of McAlester

Owner

ATTEST:

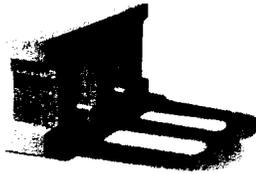
By: _____

By: _____

Typed Name and Title

Kevin Priddle, Mayor

Typed Name and Title



MEHLBURGER BRAWLEY

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

July 31, 2008

David Medley, Utilities Director
City of McAlester
PO Box 578
McAlester, OK 74502-0578

Re: 2008 Water and Sewer Improvements
Notice of Award; Revised Drawings

Dear Mr. Medley:

Enclosed for Council approval please find two (2) copies of the Notice of Award. Upon approval please ask the Mayor to sign both copies of the Notice of Award and return to our offices for further processing.

Also enclosed please find one (1) copy of the revised drawings.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Mehlburger Brawley

Robert Vaughan, P.E.
Project Manager

RV/mj - Enclosure
Project No. MC-08-01

cc: Roger C. Ford, Mehlburger Brawley

NOTICE OF CONTRACT AWARD**A. Contractor Information:**

TO: McGuire Brothers Construction, Inc. CDBG Contract No. 12557 CDBG 06
8415 S. Regency Dr. Project Description: 2008 Water and Sewer Improvements
Tulsa, OK 74131 McAlester, Oklahoma
Phone #: 918-224-2764 FEI #: 73-10859775

B. Acceptance of Bid:

The Owner has considered the bid submitted by you, and opened on July 10, 2008, for the described work in response to the Advertisement for Bids dated June 10, 2008 and in the Information for Bidders. You are hereby notified that your bid has been accepted for bid items in the amount of One Hundred Thirty Six Thousand Nine Hundred Eleven Dollars & 0/100 ----- (\$136,911.00) pursuant to Attachment A. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the owner.

Dated this _____ day of _____, 2008.

Owner: City of McAlester

By: _____

Typed Name & Title: Kevin Priddle, Mayor

C. Contractor Eligibility:

Receipt of this Notice of Contract Award is hereby acknowledged by McGuire Brothers Construction, Inc. this _____ day of _____, 2008, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement programs i.e., the list of Debarred Contractors.

By: _____ Title: President Date: _____

(<http://epls.arnet.gov>)

D. Contractor Information:

1. Type of Trade: ___ Construction ___ Education/Training ___ Other (includes Admin. & Engineering)
2. Business Ownership: ___ Black or African Americans; ___ Asians; Hispanics, or Latinos;
___ American Indian or Alaskan Natives; ___ Native Hawaiian or Other Pacific Islanders;
___ Whites.
3. Minority/Women Owned Business: Yes ___ No ___
4. Section 3 Contractor: Yes ___ No ___

Requirement 405

CITY OF MCALESTER
2008 CDBG WATER AND SEWER IMPROVEMENTS
Attachment "A" - Notice of Contract Award

| | | | | | | McGuire Brothers Construction, Inc. Base Bid | | Quantity Reduction per Revised Plans 7-31-08 | | Contract Award Amount | | | |
|---------------------------------|---|------------|-------------|-------------------|---------------------|---|---------------------------|---|-------------|------------------------------|---------------------|--|--|
| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE | Qty | Total Deduct Price | QTY | UNIT | UNIT PRICE | TOTAL PRICE | | |
| 1 | 6" C900 Class 200 PVC Water Line | 1,200 | LF | \$18.00 | \$21,600.00 | (120) | \$ (2,160.00) | 1,080 | LF | \$18.00 | \$19,440.00 | | |
| 2 | 6" Connection to Existing 16" Water Line | 1 | EA | \$2,875.00 | \$2,875.00 | 0 | \$ - | 1 | EA | \$2,875.00 | \$2,875.00 | | |
| 3 | 6" Connection to Existing 6" Water Line | 2 | EA | \$2,415.00 | \$4,830.00 | 0 | \$ - | 2 | EA | \$2,415.00 | \$4,830.00 | | |
| 4 | 6" Connection to Two Existing 6" Water Lines | 1 | EA | \$1,150.00 | \$1,150.00 | 0 | \$ - | 1 | EA | \$1,150.00 | \$1,150.00 | | |
| 5 | 6" M.J. Gate Valves with Valve Boxes | 6 | EA | \$604.00 | \$3,624.00 | (1) | \$ (604.00) | 5 | EA | \$604.00 | \$3,020.00 | | |
| 6 | Fire Hydrant Assembly | 1 | EA | \$2,530.00 | \$2,530.00 | 0 | \$ - | 1 | EA | \$2,530.00 | \$2,530.00 | | |
| 7 | Short Water Service Connection | 10 | EA | \$230.00 | \$2,300.00 | 0 | \$ - | 10 | EA | \$230.00 | \$2,300.00 | | |
| 8 | Long Water Service Connection | 5 | EA | \$575.00 | \$2,875.00 | 0 | \$ - | 5 | EA | \$575.00 | \$2,875.00 | | |
| 9 | 8" SDR 26 PVC Sewer Line | 1,800 | LF | \$46.00 | \$82,800.00 | (690) | \$ (31,740.00) | 1,110 | LF | \$46.00 | \$51,060.00 | | |
| 10 | 4' Diameter Concrete Manhole 0' - 6' Depth | 9 | EA | \$1,725.00 | \$15,525.00 | (3) | \$ (5,175.00) | 6 | EA | \$1,725.00 | \$10,350.00 | | |
| 11 | Additional Manhole Depth | 15 | VF | \$173.00 | \$2,595.00 | (3) | \$ (519.00) | 12 | VF | \$173.00 | \$2,076.00 | | |
| 12 | Existing Sewer Main Connection to New Manhole | 6 | EA | \$575.00 | \$3,450.00 | (1) | \$ (575.00) | 5 | EA | \$575.00 | \$2,875.00 | | |
| 13 | Reconnect Sanitary Sewer Service Connection | 35 | EA | \$460.00 | \$16,100.00 | (10) | \$ (4,600.00) | 25 | EA | \$460.00 | \$11,500.00 | | |
| 14 | 4" PVC Service Line | 250 | LF | \$12.00 | \$3,000.00 | 0 | \$ - | 250 | LF | \$12.00 | \$3,000.00 | | |
| 15 | Concrete Surface Repair | 10 | LF | \$86.00 | \$860.00 | 0 | \$ - | 10 | LF | \$86.00 | \$860.00 | | |
| 16 | Asphalt Surface Repair | 220 | LF | \$98.00 | \$21,560.00 | (55) | \$ (5,390.00) | 165 | LF | \$98.00 | \$16,170.00 | | |
| 17 | Gravel Surface Repair | 550 | LF | \$20.00 | \$11,000.00 | (550) | \$ (11,000.00) | 0 | LF | \$20.00 | \$0.00 | | |
| TOTAL AMOUNT OF BASE BID | | | | | \$198,674.00 | | \$ (61,763.00) | | | | \$136,911.00 | | |

**CITY OF MCALESTER
2008 WATER AND SEWER IMPROVEMENTS**

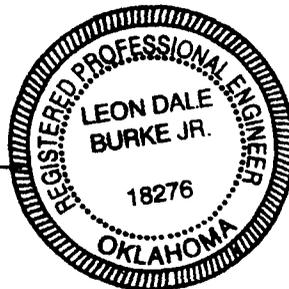
**THURSDAY, JULY 10, 2008 @ 2:00 P.M.
BID TABULATION**

| ITEM | DESCRIPTION | QTY | UNIT | McGuire Brothers Construction, Inc. 8418 S. Regency Dr. Tulsa, OK 74131 | | Bowen Construction, Inc. 8636 SW 2nd Street Oklahoma City, OK 73128 | | R & M Utilities, Inc. NBU 3808 - 1618 Wilshire Prague, OK 74864 | |
|---------------------------------|---|-------|------|---|---------------------|---|---------------------|---|---------------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| BASE BID | | | | | | | | | |
| 1 | 6" C900 Class 200 PVC Water Line | 1,200 | LF | \$18.00 | \$21,600.00 | \$28.65 | \$31,980.00 | \$54.00 | \$64,800.00 |
| 2 | 6" Connection to Existing 18" Water Line | 1 | EA | \$2,875.00 | \$2,875.00 | \$7,200.00 | \$7,200.00 | \$8,000.00 | \$8,000.00 |
| 3 | 6" Connection to Existing 6" Water Line | 2 | EA | \$2,415.00 | \$4,830.00 | \$2,150.00 | \$4,300.00 | \$3,000.00 | \$6,000.00 |
| 4 | 6" Connection to Two Existing 6" Water Lines | 1 | EA | \$1,150.00 | \$1,150.00 | \$2,950.00 | \$2,950.00 | \$3,000.00 | \$3,000.00 |
| 5 | 6" M.J. Gate Valves with Valve Boxes | 8 | EA | \$804.00 | \$3,824.00 | \$780.00 | \$4,740.00 | \$800.00 | \$4,800.00 |
| 6 | Fire Hydrant Assembly | 1 | EA | \$2,530.00 | \$2,530.00 | \$3,250.00 | \$3,250.00 | \$3,000.00 | \$3,000.00 |
| 7 | Short Water Service Connection | 10 | EA | \$230.00 | \$2,300.00 | \$350.00 | \$3,500.00 | \$600.00 | \$6,000.00 |
| 8 | Long Water Service Connection | 5 | EA | \$575.00 | \$2,875.00 | \$900.00 | \$4,500.00 | \$2,500.00 | \$12,500.00 |
| 9 | 8" SDR 26 PVC Sewer Line | 1,800 | LF | \$46.00 | \$82,800.00 | \$58.00 | \$104,400.00 | \$85.00 | \$117,000.00 |
| 10 | 4' Diameter Concrete Manhole 0' - 6' Depth | 9 | EA | \$1,725.00 | \$15,525.00 | \$3,150.00 | \$28,350.00 | \$2,500.00 | \$22,500.00 |
| 11 | Additional Manhole Depth | 15 | VF | \$173.00 | \$2,595.00 | \$125.00 | \$1,875.00 | \$200.00 | \$3,000.00 |
| 12 | Existing Sewer Main Connection to New Manhole | 8 | EA | \$575.00 | \$3,460.00 | \$750.00 | \$4,500.00 | \$300.00 | \$1,800.00 |
| 13 | Reconnect Sanitary Sewer Service Connection | 35 | EA | \$480.00 | \$16,100.00 | \$500.00 | \$17,500.00 | \$600.00 | \$21,000.00 |
| 14 | 4" PVC Service Line | 250 | LF | \$12.00 | \$3,000.00 | \$18.00 | \$4,500.00 | \$25.00 | \$6,250.00 |
| 15 | Concrete Surface Repair | 10 | LF | \$88.00 | \$880.00 | \$125.00 | \$1,250.00 | \$200.00 | \$2,000.00 |
| 16 | Asphalt Surface Repair | 220 | LF | \$98.00 | \$21,560.00 | \$88.00 | \$19,360.00 | \$30.00 | \$6,600.00 |
| 17 | Gravel Surface Repair | 550 | LF | \$20.00 | \$11,000.00 | \$10.00 | \$5,500.00 | \$10.00 | \$5,500.00 |
| TOTAL AMOUNT OF BASE BID | | | | | \$196,874.00 | | \$346,855.00 | | \$291,750.00 |

CERTIFIED AS TRUE AND CORRECT:

Mohibur Brawley

Dale Burke, P.E.
Vice President
DB/mj - # MC-08-01



BID PROPOSAL

Proposal of McGuire Brothers Construction, Inc. (hereinafter called "Bidder"), organized and existing under the laws of the State of OK, doing business as a corporation*, to the City of McAlester (hereinafter called "Owner").

In compliance with your Advertisement for bids, bidder hereby proposes to perform all work for the construction of the 2008 Water and Sewer Improvements in strict accordance with the Contract documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract within ten (10) days of the date to be specified in the Notice to Proceed and to fully complete the project within sixty (60) consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

No bidder may withdraw a bid within 60 days after the actual opening thereof. Each bid must be accompanied by a Bid Bond payable to Owner for 5% of the amount bid.

Bidder acknowledges receipt of the following Addenda: _____

Bidder agrees to perform all the work described in the Contract documents for the following unit prices or lump sum.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

*Insert "a corporation", "a Partnership", or "an individual" as applicable

Respectfully submitted,

Tom McShi
Signature

McGuire Brothers Construction, Inc.
Firm Name

Pres
Title

8415 S. Regency Dr.
Address

73-1059775
Employer I.D. No.

Tulsa, OK 74131
Address

(SEAL) - If bid is by a corporation.

918-224-2764
Telephone Number

918-224-4996
Fax Number

ATTEST:

Rodney Middle
Secretary/Witness

7-10-08
Date

| Item | Description | Qty/Unit | Unit Price | Total Price |
|------|---|----------|--------------------|---------------------|
| 1 | 6" C900 Class 200 PVC Water Line: Furnish and install 6" C900 Class 200 PVC Water Line in accordance with the plans and specifications including fittings, blocking, excavation, trenching, boring, preparation, bedding, backfilling, testing, disinfection, final clean up and all other incidental work and fittings to construct an acceptable water line for the unit price of: | | | |
| | <i>Eighteen</i> Dollars & | | | |
| | <i>00</i> Cents | 1200/LF | \$ <i>18.00</i> | \$ <i>21,600.00</i> |
| 2 | 6" Connection to Existing 16" Water Line: Connection of 6" to existing 16" water line in accordance with the plans and specifications including restrained joint D.I. fittings, ductile iron tapping saddle, tapping, blocking, excavation, backfilling, testing, final clean up and all other incidental work and fittings associated with the connection for the unit price of: | | | |
| | <i>Twenty-eight hundred seventy-five</i> Dollars & | | | |
| | <i>00</i> Cents | 1/EA | \$ <i>2,875.00</i> | \$ <i>2,875.00</i> |
| 3 | 6" Connection to Existing 6" Water Line: Connection of 6" water line to existing 6" water line in accordance with the plans and specifications including restrained joint D.I. fittings, ductile iron tapping saddle, tapping, blocking, excavation, backfilling, testing, final clean up and all other incidental work and fittings associated with the connection for the unit price of: | | | |
| | <i>Twenty-four hundred fifteen</i> Dollars & | | | |
| | <i>00</i> Cents | 2/EA | \$ <i>2,415.00</i> | \$ <i>4,830.00</i> |
| 4 | 6" Connection to Two Existing 6" Water Lines: Connection of 6" water line to two existing 6" water lines in accordance with the plans and specifications including restrained joint D.I. fittings, ductile iron tee, blocking, excavation, backfilling, testing, final clean up and all other incidental work and fittings associated with the connection for the unit price of: | | | |
| | <i>Eleven hundred fifty</i> Dollars & | | | |
| | <i>00</i> Cents | 1/EA | \$ <i>1,150.00</i> | \$ <i>1,150.00</i> |

| | | | | | |
|---|--|-----------------------------------|---------|--------------------|--------------------|
| 5 | 6" M.J. Gate Valves with Valve Boxes: Furnish and install 6" gate valve, valve box, blocking, restrained joint fittings, concrete apron and all other incidental work and fittings to install the gate valve per plans and specifications for the unit price of: | Dollars & | | | |
| | | <i>Six hundred four</i> | | | |
| | | Cents <i>00</i> | 6/EA | \$ <i>604.00</i> | \$ <i>3,624.00</i> |
| 6 | Fire Hydrant Assembly: Furnish and install fire hydrant assembly including all piping, fittings, valves, excavation, blocking, bedding, valve boxes, backfill, and any other appurtenances required for a complete and operable system per the Plans and Specifications. Payment shall be for each fire hydrant assembly for the unit price of: | Dollars & | | | |
| | | <i>Twenty-five hundred thirty</i> | | | |
| | | Cents <i>00</i> | 1/EA | \$ <i>2,530.00</i> | \$ <i>2,530.00</i> |
| 7 | Short Water Service Connection: Reconnect service connections to new water line in accordance with the plans and specifications including fittings, piping, valves and all other incidental work and fittings associated with the reconnection of short services for the unit price of: | Dollars & | | | |
| | | <i>Two hundred thirty</i> | | | |
| | | Cents <i>00</i> | 10/EA | \$ <i>230.00</i> | \$ <i>2,300.00</i> |
| 8 | Long Water Service Connection: Reconnect long service connections to new water line in accordance with the plans and specifications including fittings, piping, valves, road bores and all other incidental work and fittings associated with the reconnection of long services for the unit price of: | Dollars & | | | |
| | | <i>Five hundred seventy-five</i> | | | |
| | | Cents <i>00</i> | 5/EA | \$ <i>575.00</i> | \$ <i>2,875.00</i> |
| 9 | 8" SDR 26 PVC Sewer Line: Furnish and install 8" SDR 26 PVC Sewer Line in accordance with the plans and specifications including, excavation, trenching, preparation, bedding, backfilling, testing, final clean up and all other incidental work and fittings to construct an acceptable sewer line for the unit price of: | Dollars & | | | |
| | | <i>Forty-six</i> | | | |
| | | Cents <i>00</i> | 1800/LF | <i>46.00</i> | <i>82,800.00</i> |

| | | | | |
|----|--|---|--------|-----------|
| 10 | 4' Diameter Concrete Manhole 0'- 6' Depth: Furnish and install 4' Diameter Concrete Manhole in accordance with the plans and specifications including excavation, preparation, bedding, Manhole ring and lid, backfilling, testing, final clean up and all other incidental work and fittings to construct an acceptable manhole for the unit price of: | | | |
| | | <i>Seventeen hundred twenty-five</i> Dollars & <i>00</i> Cents | 9/Ea | 1,725.00 |
| 11 | Additional Manhole Depth: Construct all additional manhole wall depths above six feet (6') to install the lid at or above the ground surface as shown on the plans for the unit price of: | | | |
| | | <i>one hundred seventy-three</i> Dollars & <i>00</i> Cents | 15/NF | \$ 173.00 |
| 12 | Existing Sewer Main Connection to New Manhole: Connect existing Sewer Main to new manhole in accordance with the plans including prospecting, excavation, fittings, dresser coupling, concrete and all other incidental work to construct an acceptable sanitary sewer main connection; including PVC pipe to nearest joint; for the unit price of: | | | |
| | | <i>Five hundred seventy-five</i> Dollars & <i>00</i> Cents | 6/Ea | \$ 575.00 |
| 13 | Reconnect Sanitary Sewer Service Connection: Reconnect all existing sanitary sewer connections to new PVC sewer main per plans and specifications including prospecting, excavation, all fittings, wye on main pipe, and all other incidental work to construct an acceptable sanitary sewer service connection; including an allowance of 20 L.F. of 4" sch. 40 PVC service line; for the unit price of: | | | |
| | | <i>Four hundred sixty</i> Dollars & <i>00</i> Cents | 35/Ea | \$ 460.00 |
| 14 | 4" PVC Service Line: Install 4" Schedule 40 PVC service line to reconnect sanitary sewer services including prospecting, excavation, trenching, preparation and bedding for pipe, furnishing and installing pipe, backfilling, erosion control including seeding, final clean up and all other incidental work to construct an acceptable gravity-flow sanitary sewer for the unit price of: | | | |
| | | <i>Twelve</i> Dollars & <i>00</i> Cents | 250/LF | \$ 12.00 |

| | | | | | |
|---|--|--------|-----------------|---------------------|----------------------|
| 15 | Concrete Surface Repair: Repair concrete surface disturbed during construction of utilities in accordance with the plans, including saw cutting, gravel base and any other incidental work to provide an acceptable concrete surface for the unit price of: | | | | |
| | <i>Eighty-six</i> Dollars & | | | | |
| | <i>00</i> Cents | 10/LF | \$ <i>86.00</i> | \$ <i>860.00</i> | |
| 16 | Asphalt Surface Repair: Repair asphalt surface disturbed during construction of utilities in accordance with the plans, including saw cutting, gravel base and any other incidental work to provide an acceptable asphalt surface for the unit price of: | | | | |
| | <i>Ninety-eight</i> Dollars & | | | | |
| | <i>00</i> Cents | 220/LF | \$ <i>98.00</i> | \$ <i>21,560.00</i> | |
| 17 | Gravel Surface Repair: Repair gravel surface disturbed during construction of utilities in accordance with the plans, including gravel base and any other incidental work to provide an acceptable gravel surface for the unit price of: | | | | |
| | <i>Twenty</i> Dollars & | | | | |
| | <i>80</i> Cents | 550/LF | \$ <i>20.00</i> | \$ <i>11,000.00</i> | |
| TOTAL AMOUNT BID: | | | | | |
| <i>one thousand ninety-eight thousand</i> | | | | | |
| <i>Six hundred seventy-four</i> Dollars & | | | | | |
| <i>00</i> Cents | | | | | \$ <i>198,674.00</i> |

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF CREEK)

Tom McGuire, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Tom McGuire
Affiant

Subscribed and sworn to before me this 10th day of July, 2008.

Geneva Hellard
Notary Public

My Commission Expires:



NOTE: This form is to be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF CREEK)

Tom McGuire, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or with any state official or employee as to quantity, quality or price in the prospective contract or in any discussions between bidders and any State official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Tom McGuire
Affiant

Subscribed and sworn to before me this 10th day of July, 2008.

Geneva Hellard
Notary Public

My Commission Expires



NOTE: This form is to be submitted with the bid.

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF CREEK) ss.

Tom McGuire, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

Tom McGuire
Affiant

Subscribed and sworn to before me this 10th day of July, 2008.

Geneva Hellard
Notary Public

My Commission Expires



NOTE: This form is to be submitted with the bid.



Mid-Continent Group

MID-CONTINENT CASUALTY • MID-CONTINENT INSURANCE • OKLAHOMA SURETY

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, McGuire Brothers Construction, Inc.

As Principal, and the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, and authorized to do business in the State of Oklahoma as Surety, are held and firmly bound unto the City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

As obligee, in the sum of Five Percent (5%) of the amount of bid _____ DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and Truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
2008 Water System Improvements

According to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 10th day of July 2008

McGuire Brothers Construction, Inc.
Principal(s)

By Jan M. B.

MID-CONTINENT CASUALTY COMPANY
By Jamie Burris
Attorney-in-Fact

MID-CONTINENT CASUALTY COMPANY
Tulsa, Oklahoma

Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7. - The Executive Officers of the Company shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint Travis E. Brown, Jamie Burris, John Kelly Deer, Vaughn P. Graham, Mark Edward Long, Robbie Loyd, Mark O. Mandeville, Stephen M. Poleman and Michael J. Swenton, individually of TULSA, OK

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed,
Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF, MID-CONTINENT CASUALTY COMPANY has executed and attested these presents this 19 day of June, 2008

ATTEST:

SARA ANDERSON
SARA ANDERSON ASSISTANT SECRETARY

TODD BAZATA
TODD BAZATA VICE PRESIDENT

On this 19 day of June, 2008 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.



Commission # 05000936
My Commission expires 01-26-09

L. FAY JESSEE
L. FAY JESSEE Notary Public

I, SARA ANDERSON Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

This certifies that any facsimile or mechanically-produced signature of any officer of the Company and Company seal, wherever appearing upon a power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 10th day of July, 2008
SARA ANDERSON
SARA ANDERSON Assistant Secretary





8415 S. Regency Dr. • Tulsa, Oklahoma 74131 • Phone 224-2764 • Fax 224-4996

July 28, 2008

City of McAlester
Attn: David Medley
P.O. Box 578
McAlester, OK 74502

Mr. Medley:

We will accept changes, if necessary, to lower the contract amount on the contract for the 2008 Water and Sewer Improvements project.

Thank you,

A handwritten signature in cursive script that reads 'Rodney Madden'.

Rodney Madden
Corp. Secretary



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|---------------------------|------------------|--------------|
| Meeting Date: | <u>August 12, 2008</u> | Item Number: | <u>14</u> |
| Department: | <u>Community Services</u> | Account Code: | <u></u> |
| Prepared By: | <u>Cora Middleton</u> | Budgeted Amount: | <u></u> |
| Date Prepared: | <u>07/31/08</u> | Exhibits: | <u>Three</u> |

Subject

Consider, and act upon, authorizing the Mayor to execute Addendum to Airport Hangar Lease Agreement with the Oklahoma Department of Public Safety.

Recommendation

Motion to approve authorizing the Mayor to execute Addendum to Airport Hangar Lease Agreement with the Oklahoma Department of Public Safety.

Discussion

Attached is the Addendum to the Lease Agreement, a copy of a memorandum from Mr. Butch Mellor, Airport Manager, to Lieutenant Reitz of the Oklahoma Highway Patrol and a copy of the Lease Agreement.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | <u>CM</u> | <u>07/31/08</u> |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |



State of Oklahoma
Department of Central Services
State Leasing

Addendum to Lease Agreement

THIS LEASE AGREEMENT entered into this 1st day of August, 2008, between The City of McAlester, LESSOR and THE STATE OF OKLAHOMA, by and through the OKLAHOMA DEPARTMENT OF CENTRAL SERVICES, on behalf of Oklahoma Department of Public Safety, LESSEE, is done so as an addendum to a certain Lease Agreement entered into on the 1st day of August, 2006, between The City of McAlester, LESSOR and Oklahoma Department of Public Safety, LESSEE, to cover the following described premises:

(Room/Suite, and Street Address): Hangar #24, McAlester Regional Airport, PO Box 578

(City, State and Zip): McAlester, OK 74502

In consideration of the mutual covenants herewith set forth, the parties agree to amend the above referenced Lease as follows:

Effective, August 1, 2008, Section 3 is ammended to read \$165.00 per MONTH.

LESSOR: The City of McAlester
(Type or Print)

LESSEE: Oklahoma Department of Public Safety
(Type or Print)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Date: _____

Date: _____

State of Oklahoma, by and through its
Oklahoma Department of Central Services

DCS Director or State Leasing Administrator



P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • www.cityofmcalester.com

DATE: July 23, 2007
TO: Lieutenant Reitz, Oklahoma Highway Patrol
FROM: Butch Mellor, Airport Manager
SUBJECT: Hangar lease - McAlester, OK

Please be advised that effective August 1, 2008, the hangar lease at the McAlester Regional Airport will be increased to \$165.00 a month.

If you have any questions, you may contact me at 429-9400.

A handwritten signature in black ink, appearing to read 'Butch Mellor', is written in a cursive style.



State of Oklahoma LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of August, 2006, between The City of McAlester, their successor(s) and/or assigns, hereinafter called the LESSOR, and THE STATE OF OKLAHOMA, by and through its OKLAHOMA DEPARTMENT OF CENTRAL SERVICES, on behalf of the Department of Public Safety, hereinafter called the LESSEE.

WITNESSETH: The parties hereto, for consideration hereinafter stated, do covenant and agree to the following, to-wit:

1. PREMISES. The LESSOR hereby leases to the LESSEE the following described premises:

| | |
|-------------------------------------|---|
| (Room/Sulte, and Street Address) | <u>Hangar #24, McAlester Regional Airport, PO Box 578</u> |
| (City, State and Zip) | <u>McAlester, OK 74502</u> |
| (Legal Description & Building Name) | <u>SE 1/4 of NW 1/4 of NW 1/4 Sec 25, T 5N, R 14E</u> |

Consisting of 1,386 Net Usable Square Feet of space to be used by the LESSEE for (General Purpose) Hangar Space. The leased premises are shown on the floor plan, signed and dated by LESSOR, attached to this Lease Agreement as "Attachment A."

2. TERM. This lease shall begin on the 1st day of August, 2006, and end on the 31st day of July, 2007.

3. RENT. The LESSEE shall pay the LESSOR the amount of \$ 100.00 per MONTH, or a TOTAL \$ 1,200.00 as rental for the above described premises for the term of this Lease Agreement, payable in arrears, in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the LESSOR. The LESSEE shall not be obligated to pay rent for any period prior to the time that the facility is occupied by the LESSEE.

4. UTILITIES AND SERVICES. The LESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this Lease: (LESSOR must initial each service which will NOT be provided.)

- | | |
|---|--|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Janitorial Services & Supplies-5 days/wk (or _____ days/wk) |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Trash Removal |
| <input type="checkbox"/> Water & Sewer | <input type="checkbox"/> Building Security |
| <input type="checkbox"/> General Lawn Care | <input type="checkbox"/> Pest Control |
| <input type="checkbox"/> Snow and Ice Removal | |

5. MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.

a. It is agreed and understood that the leased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air-conditioning adequate to maintain air temperature between 68 and 74 degrees during normal hours of operation, unless otherwise specified in this Lease Agreement, and such other times as may be determined by the LESSEE.

b. LESSOR agrees to keep, repair and maintain, at LESSOR'S expense, the leased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances, and equipment belonging to the LESSOR, of every kind or nature located upon or serving the leased premises, in good repair, condition, and working order, suitable to the purpose and use for which LESSEE has leased these premises. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and installation, and painting of the premises as needed due to normal wear and tear. As used herein, the word "repair" shall mean and include replacement of broken or cracked glass, unless through the fault of the LESSEE.

- c. The LESSOR shall be responsible for all costs incurred for any Government, State, or City inspections required for LESSEE'S occupancy.
- d. In such case that the LESSOR provides supplemental air conditioning, it shall be maintained and climatically controlled at a temperature level determined necessary by the LESSEE and shall be operated twenty-four hours per day, seven days per week.
- e. Programmable thermostats with a plastic lock box cover shall be provided by LESSOR if the LESSEE is to be responsible for the utility expenses. A key shall be provided to the LESSEE for each lock box upon occupancy. In such case that a utility is to be paid by the LESSEE, the LESSOR shall, at his expense, furnish and install a meter for measuring each applicable utility for the leased space.
- f. Keys shall be provided to LESSEE for locks to allow LESSEE into the leased premises and to all locks within the leased premises.
- g. The LESSOR shall provide hard surfaced parking sufficient for the LESSEE'S agents, employees, and invitees.
- h. Exterior lighting shall be furnished by LESSOR as necessary for security.
- i. LESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The LESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose, or may use existing wiring if available. Upon LESSEE vacating the premises, any data or telephone cabling services remaining in the building shall be considered abandoned by LESSEE.
- j. For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the leased premises.
- k. LESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create noises or engage in any other activity on the leased premises that may be disruptive to LESSEE.
- l. It is further understood and agreed that if the LESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear excepted, the LESSEE shall notify the LESSOR in writing, by Certified Mail, of LESSOR'S deficiency in maintaining the leased premises.
- (1) If LESSOR fails to take steps to remedy the deficiencies identified by the LESSEE within thirty (30) days after such notice has been mailed to the LESSOR, the LESSEE, at its option, may either (a) correct such deficiencies, and deduct the cost from future rental installment(s) or may collect from the LESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected.
- (2) Should any equipment fail, or repairs fail to be made by LESSOR, which render the leased premises unfit for occupancy by the LESSEE and unsuitable for the intended purpose, the LESSEE may, after giving the LESSOR written notice of the failure, either (a) reduce or withhold lease payments on a pro rata basis for that period of time for which the leased premises were not occupied; (b) immediately terminate this Lease and vacate the leased premises with no further obligations by the LESSEE to the LESSOR; or (c) have the deficiencies, repaired, or replaced and may either (i) deduct the cost from future rent installments; (ii) may collect such cost from LESSOR in any manner provided by law; or (iii) may withhold rental payments until deficiencies are corrected.
- m. LESSEE is prohibited from making permanent improvements to non state-owned property and cannot legally incur any cost for permanent improvements made to the leased premises.
- n. LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the LESSOR'S remodeling of said space.
- o. The LESSOR shall provide the LESSEE with adequate written notification of any need to shut down any utility which serves the leased premises.
- p. LESSEE agrees to use the leased premises for the purposes stated above and to exercise reasonable diligence in the use of the leased premises. Further, LESSEE agrees, upon vacancy of the leased premises, to return the leased premises to the LESSOR in as good a condition as when originally leased, ordinary wear and tear excepted.

6. JANITORIAL SERVICES. The LESSOR shall provide janitorial services per the following specifications, unless otherwise specified in Section 4 of this Lease Agreement. If janitorial services will be provided less than five days per week in accordance with Section 4 of this Lease Agreement, Items 1-5 below shall be adjusted and provided accordingly.

- a) Daily removal of waste and refuse, and replacement of trash liners as necessary.
- b) Daily mopping and sanitation with germicidal detergent of rest rooms.
- c) Floors swept or vacuumed daily unless otherwise specified in Section 14 of this Lease Agreement.
- d) Hard surface floors spot mopped daily and mopped at least once per week.
- e) Daily sanitation with germicidal detergent of break rooms and coffee bars.
- f) Carpets spot cleaned as needed, and shampooed annually or as needed.
- g) Soap and paper products furnished in all rest rooms and break rooms at all times.
- h) Interior and exterior windows washed annually.
- i) Hard floors waxed and polished quarterly or as needed.
- j) Window coverings, floor base, wood trim, light fixtures, light lens, air vents, and walls cleaned twice annually.

7. LAWS, CODES, ORDINANCES, RULES, REGULATIONS. The LESSOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare. Furthermore, the State Fire Marshal, or applicable City Fire Marshal, must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code, and National Fire Protection Association Standards, and shall provide a written report of said inspection or signed floor plan, as "Attachment B".

8. CASUALTY DAMAGE. It is mutually agreed between the LESSOR and LESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the LESSOR shall promptly repair the building and premises. During the time of repair, if the space cannot be fully utilized by LESSEE, lease payments required under this Lease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the LESSEE. If the building and premises are unfit for occupancy by the LESSEE as a result of damage by fire or any other cause or causes, this Lease Agreement may be terminated and the LESSEE may vacate the premises with no further obligation to the LESSOR under the Lease Agreement from the date that the premises were damaged.

9. LIABILITY INSURANCE. The LESSOR shall maintain general liability insurance in an amount no less than \$175,000.00 per occurrence during the term of the Lease Agreement or any renewals of the Lease Agreement, unless a greater amount is specified by the LESSEE in Section 14 of this Lease Agreement. There shall be no cancellation, material change, or intent not to renew insurance coverage without 30 days prior notice to LESSEE. LESSOR shall furnish to LESSEE an original Certificate of Insurance naming the Certificate Holder as follows: State of Oklahoma, Department of Central Services, State Leasing Office, 2401 N. Lincoln Boulevard, Oklahoma City, Oklahoma 73105. The Certificate of Insurance shall be attached to this Lease Agreement as "Attachment C". A valid Certificate of Insurance shall be provided to LESSEE as changes occur or on an annual basis throughout the term of this Lease Agreement or any renewals of this Lease Agreement.

10. LESSEE'S PERSONAL PROPERTY. LESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by LESSEE or its agents, employees, or invitees, and shall remain the property of LESSEE, and may be removed by the LESSEE without penalty. LESSOR shall be responsible for damages or loss of LESSEE'S personal property, equipment, and fixtures if caused as a result of a failure of the building systems or LESSOR'S negligence.

11. SELF INSURANCE. The LESSEE shall maintain insurance covering LESSEE'S contents through the Risk Management Program established by 74 O.S. § 85.34 et seq. and administered by the Oklahoma Department of Central Services. LESSEE shall provide LESSOR with a Certificate of Self Insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, LESSEE shall be responsible for damages to the premises caused by LESSEE or LESSEE'S employees, invitees, representatives, or agents.

12. TERMINATION. LESSEE may terminate this Lease Agreement, or any renewals of this Lease Agreement, by giving written notice to the LESSOR at least thirty (30) days prior to desired date of cancellation, and that rental shall cease upon date of vacation.

13. OPTION TO RENEW. The LESSEE shall have the option to renew the term of this Lease Agreement for 4 additional twelve-month periods on the same terms and conditions contained in this Lease Agreement. On any options granted hereunder the parties agree that during any option period the LESSEE reserves the right to cancel the Lease by LESSEE giving notice in writing to LESSOR at least thirty (30) days prior to desired date of cancellation and that rental shall cease upon date of vacation.

13. **OPTION TO RENEW.** The LESSEE shall have the option to renew the term of this Lease Agreement for Four (4) additional twelve-month periods on the same terms and conditions contained in this Lease Agreement. On any options granted hereunder the parties agree that during any option period the LESSEE reserves the right to cancel the Lease by LESSEE giving notice in writing to LESSOR at least thirty (30) days prior to desired date of cancellation and that rental shall cease upon date of vacation.

14. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions, and deletions listed below or attached hereto:

a. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Department of Central Services and mutually agreed upon by the LESSOR and LESSEE. If a change is made to a wall configuration, which is not in accordance to the attached floor plan and is not authorized by the Oklahoma Department of Central Services, the LESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.

b.

c.

d.

15. **SIX MONTH NOTIFICATION.** The LESSOR shall, as applicable, provide written notification by certified mail to the LESSEE (user agency) if the lease will not be renewed on the same terms and conditions contained in this Lease Agreement no less than six (6) months prior to (a) the end of the lease term, or any extension of the lease term, if the LESSEE has no remaining options to renew in Section 13 above; or (b) the end of the last renewal period after the LESSEE has exercised its last option to renew. Failure by the LESSOR to provide said notification shall result in the automatic renewal of the Lease Agreement, at the option of the LESSEE, for an additional twelve-month period on the same terms and conditions. This extended twelve month term, however, shall not automatically include any further options to renew. In such case, the six-month notification requirement must also be provided for this additional twelve-month lease period.

16. **SUBLET OR TRANSFER.** The LESSOR hereby agrees that the LESSEE may sublet the leased premises to another state agency or occupying division, so long as the LESSEE remains the primary tenant and the SUBLESSEE is a similar type agency. Further, in the event that the LESSEE is transferred to another state agency or, by an act of the Oklahoma State Legislature becomes an independent state agency, the LESSOR hereby agrees to transfer this Lease Agreement, and all terms and conditions thereof, to the recipient state agency. In such case that the Oklahoma Department of Central Services determines that it is in the best interest of the recipient state agency to enter into a new Lease Agreement with the LESSOR, the LESSOR hereby agrees that the terms and conditions of said Lease Agreement shall include the same terms and conditions as the current Lease Agreement, and any amendments thereof, to include the transfer of any options remaining on the current Lease Agreement.

17. **ASBESTOS.** Prior to initial occupancy, the premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S. § 451-457. Written documentation of the inspection is attached to this Lease Agreement as "Attachment D". Reinspection of the premises will not be necessary after initial occupancy unless determined by the appropriate State of Oklahoma regulatory agency or the Oklahoma Department of Central Services.

18. **AMERICANS WITH DISABILITIES ACT (A.D.A).** The LESSOR shall be responsible for compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to that act, as mutually agreed upon between the LESSOR and LESSEE so as to adequately meet the LESSEE'S A.D.A. requirements.

19. **HEALTH AND SAFETY STANDARDS.** The LESSOR shall adhere to the requirements of the Oklahoma Occupational and Safety Standards Act of 1970, as defined in 40 O.S. § 401-424.

20. **AD VALOREM TAX DOCUMENTATION.** The LESSOR shall pay and keep current all ad valorem taxes, special assessments, liens or any other items that may be charged against the leased premises. The LESSOR shall provide certified documentation of payment of current ad valorem taxes for the leased premises on an annual basis

throughout the term of this Lease Agreement, or any renewals thereof, attached to this Lease Agreement as "Attachment E".

21. CHANGE OF OWNERSHIP. The LESSOR shall be responsible for immediately notifying the LESSEE of any transfer of ownership of the leased premises. Further, the LESSOR and Transferee shall provide a fully executed "Notice of Change of Lessor" form (DCS/LEASING - FORM 289-F) to the Oklahoma Department of Central Services. Rental payments to the new LESSOR will not be made until such fully executed form is received and processed by the Oklahoma Department of Central Services.

22. OWNERSHIP/FINANCIAL INTEREST. The LESSOR attests that no person holding an ownership or other financial interest to the leased premises is a state employee or current member of the Oklahoma State Legislature as set out in the Ethics Commission Rules, specifically OAC 257:20-1-7 through 257:20-1-10. Further the LESSOR attests that if a former member of the Oklahoma State Legislature holds ownership or other financial interest in the leased premises, the execution of said Lease Agreement will not violate any provisions of the Oklahoma Constitution, as certified on the attached "Affidavit of Non-Collusion."

23. MODIFICATION. This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

This Lease Agreement shall not be effective or binding until signed by the LESSOR, LESSEE and the OKLAHOMA DEPARTMENT OF CENTRAL SERVICES.

LESSOR: City of McAlester
(Type or Print)

LESSEE: Department of Public Safety
(Type or Print)

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Don R. Lewis Mayor
(Print Name and Title)

Kevin L. Ward Commissioner
(Print Name and Title)

date 5/5/06

Date: 4-9-06

Date: 5-15-06

STATE OF OKLAHOMA, by and through its
OKLAHOMA DEPARTMENT OF CENTRAL SERVICES

[Signature]
Acting DCS Director or State Leasing Administrator

RECEIVED

AUG 02 2006

DEPT. OF CENTRAL SERVICES
STATE LEASING



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 Item Number: 15
Department: Finance
Prepared By: Mark B. Roath and Deanna Crawford Account Code: _____
Date Prepared: August 4, 2008 Budgeted Amount: _____
Exhibits: Eight

Subject

Consider, and act upon, a Resolution of the City of McAlester, Oklahoma, amending Resolution No. 07-09, which established the Budget for Fiscal Year 2007/08; repealing all conflicting resolutions; providing for a severability clause; and providing for an effective date.

Recommendation

Motion to approve a Resolution amending the Budget for Fiscal Year 2007/08.

Discussion

Ms. Deanna Crawford, Crawford and Associates, has completed a final review of the Budget for Fiscal Year 2007/08. As such, the City Administration is recommending the adoption of the attached budget amendment Resolution and Exhibits A1 through A7 that involve the following funds: General Fund; McAlester Public Works Authority; Wellness Center; Educational Fund; Economic Development Fund; Dedicated Sales Tax Fund and Emergency Reserve Fund.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | _____ | _____ |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |

RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF McALESTER, OKLAHOMA, AMENDING RESOLUTION NO. 07-09 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2007/08; REPEALING ALL CONFLICTING RESOLUTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council heretofore adopted Resolution No. 07-09 setting forth the Budget for Fiscal Year 2007/08 beginning July 1, 2007 and ending June 30, 2008; 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 II, Section 2.4 of the City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2007/08 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.

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

SECTION I: The proposed amendment to the FY 2007/08 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Resolution, as summarized in Exhibit A-1 through A-7, which is 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 2007/08 Budget.

SECTION II: All portions of the existing FY 2007/08 Budget, Resolution No. 07-09 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory resolution.

SECTION III: Should any paragraph, sentence, sub-division, clause, phrase, or section of this resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION IV: This resolution shall be in full force and effect from and after its adoption by the City Council.

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

SECTION VI: The repeal of any resolution, or parts thereof, by the enactment of this resolution, shall not be construed as abandoning any action now pending under or by virtue of resolution; nor as affecting any rights of the municipality under any section or provision of any resolution at the time of passage of this resolution.

PASSED and APPROVED at a regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this _____ day of August 2008.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

FY 2007-2008 BUDGET AMENDMENT

Exhibit A-1

GENERAL FUND - 01

| | |
|--|-----------------------|
| Estimated Fund Balance 6/30/07 | 358,014 |
| FY 07-08 Amended Budgeted Revenues | 14,010,323 |
| FY 07-08 Amended Budgeted Appropriations | (14,118,221) |
| Additional Revenue | 1,399,782 |
| Budget Amendments | <u>(1,399,782)</u> |
| Estimated Ending Fund Balance 6/30/08 | <u><u>250,116</u></u> |

| DEPARTMENT | FUND | ACCOUNT NO. | REV/EXP | AMOUNT | DESCRIPTION |
|--|------|-------------|---------|---------------------|--|
| Increase in Revenues: | | | | | |
| Oil / Gas Leases | 01 | 4-0-422 | REV | <u>1,399,782</u> | Oil / gas leases received in excess of amount budgeted |
| Change in Beginning Fund Balance Estimate | | | REV | <u>358,014</u> | Unanticipated beginning fund balance |
| Decrease in Appropriations: | | | | | |
| Finance | 01 | 5211101 | EXP | (16,853) | Full-time payroll not used for entire year |
| Department Total | | | | \$ (16,853) | |
| Expenditures Appropriations Needed: | | | | | |
| Council / Mayor | 01 | 5101319 | EXP | 179 | Miscellaneous expenses |
| Council / Mayor | 01 | 5101331 | EXP | 144 | Employee travel |
| Council / Mayor | 01 | 5101350 | EXP | 2,283 | Elections |
| Department Total | | | | \$ 2,606 | |
| Legal | 01 | 5214302 | EXP | 14,247 | Consultants |
| Department Total | | | | \$ 14,247 | |
| Interdepartmental | 01 | 5215629 | EXP | 1,399,782 | Transfer to Reserve Account - Oil & Gas Royalties |
| Department Total | | | | \$ 1,399,782 | |
| GENERAL FUND GRAND TOTAL EXPENDITURES | | | | \$ 1,416,635 | |

FY 2007-2008 BUDGET AMENDMENT

Exhibit A-2

MPWA - 02

| | |
|--|--------------|
| Estimated Fund Balance 6/30/07 | - |
| FY 07-08 Amended Budgeted Revenues | 8,470,993 |
| FY 07-08 Amended Budgeted Appropriations | (8,479,615) |
| Additional Revenue | - |
| Budget Amendments | <u>8,622</u> |
| Estimated Ending Fund Balance 6/30/08 | <u>-</u> |

| DEPARTMENT | FUND | ACCOUNT NO. | REV/EXP | AMOUNT | DESCRIPTION |
|------------|------|-------------|---------|--------|-------------|
|------------|------|-------------|---------|--------|-------------|

Decrease in Appropriations:

| | | | | | |
|-------------------------|----|---------|-----|--------------------|---------------------------------------|
| Interdepartmental | 02 | 5267622 | EXP | (8,622) | Decrease in transfers to General Fund |
| Landfill | 02 | 5864329 | EXP | (8,350) | Decrease in DEQ Fees |
| Landfill | 02 | 5864410 | EXP | (20,996) | Decrease in Land Improvements |
| Department Total | | | | \$ (37,968) | |

Expenditures Appropriations Needed:

| | | | | | |
|-------------------------|----|---------|-----|------------------|-------------------------------|
| Landfill | 02 | 5864327 | EXP | 29,346 | Repairs to dozer not budgeted |
| Department Total | | | | \$ 29,346 | |

| | |
|---|------------------|
| MPWA FUND GRAND TOTAL EXPENDITURES | \$ 29,346 |
|---|------------------|

FY 2007-2008 BUDGET AMENDMENT

Exhibit A-3

WELLNESS CENTER - 10

| | |
|--|-----------------|
| Estimated Fund Balance 6/30/07 | - |
| FY 07-08 Amended Budgeted Revenues | 978,071 |
| FY 07-08 Amended Budgeted Appropriations | (978,071) |
| Additional Revenue | 17,978 |
| Budget Amendments | <u>(17,978)</u> |
| Estimated Ending Fund Balance 6/30/08 | <u>-</u> |

| DEPARTMENT | FUND | ACCOUNT NO. | REV/EXP | AMOUNT | DESCRIPTION |
|---|------|-------------------------|---------|------------------|--|
| Increase in Revenues: | | | | | |
| Sales Tax Revenue | 10 | 4-0-106 | REV | <u>17,978</u> | Sales tax received in excess of amount budgeted |
| Expenditures Appropriations Needed: | | | | | |
| Finance | 10 | 5211624 | EXP | <u>17,978</u> | Sales tax transferred in excess of amount budgeted |
| | | Department Total | | \$ 17,978 | |
| WELLNESS CENTER GRAND TOTAL EXPENDITURES | | | | \$ | 17,978 |

FY 2007-2008 BUDGET AMENDMENT

Exhibit A-4

Educational Fund - 26

| | |
|--|----------------|
| Estimated Fund Balance 6/30/07 | 402,209 |
| FY 07-08 Amended Budgeted Revenues | 978,171 |
| FY 07-08 Amended Budgeted Appropriations | (812,188) |
| Additional Revenue | 17,978 |
| Budget Amendments | (4,500) |
| Estimated Ending Fund Balance 6/30/08 | <u>581,670</u> |

| DEPARTMENT | FUND | ACCOUNT NO. | REV/EXP | AMOUNT | DESCRIPTION |
|------------|------|-------------|---------|--------|-------------|
|------------|------|-------------|---------|--------|-------------|

Increase in Revenues:

| | | | | | |
|-------------------|----|---------|-----|---------------|---|
| Sales Tax Revenue | 26 | 4-0-106 | REV | <u>17,978</u> | Sales tax received in excess of amount budgeted |
|-------------------|----|---------|-----|---------------|---|

Expenditures Appropriations Needed:

| | | | | | |
|-------------------------|----|---------|-----|-----------------|----------------------------|
| Finance | 26 | 5211520 | EXP | 2,500 | Agent fees |
| Finance | 26 | 5211626 | EXP | 2,000 | Transfer to public schools |
| Department Total | | | | \$ 4,500 | |

| | |
|--|-----------------|
| EDUCATIONAL FUND GRAND TOTAL EXPENDITURES | \$ 4,500 |
|--|-----------------|

FY 2007-2008 BUDGET AMENDMENT

Exhibit A-5

ECONOMIC DEVELOPMENT FUND - 30

| | |
|--|----------------|
| Estimated Fund Balance 6/30/07 | - |
| FY 07-08 Amended Budgeted Revenues | 1,152,171 |
| FY 07-08 Amended Budgeted Appropriations | (1,041,871) |
| Additional Revenue | 17,978 |
| Budget Amendments | - |
| Estimated Ending Fund Balance 6/30/08 | <u>128,278</u> |

| DEPARTMENT | FUND | ACCOUNT NO. | REV/EXP | AMOUNT | DESCRIPTION |
|------------|------|-------------|---------|--------|-------------|
|------------|------|-------------|---------|--------|-------------|

Increase in Revenues:

| | | | | | |
|-------------------|----|---------|-----|---------------|---|
| Sales Tax Revenue | 30 | 4-0-106 | REV | <u>17,978</u> | Sales tax received in excess of amount budgeted |
|-------------------|----|---------|-----|---------------|---|

FY 2007-2008 BUDGET AMENDMENT

Exhibit A-6

DEDICATED SALES TAX FUND - 38

| | |
|--|-----------------------|
| Estimated Fund Balance 6/30/07 | - |
| FY 07-08 Amended Budgeted Revenues | 3,912,283 |
| FY 07-08 Amended Budgeted Appropriations | (3,140,626) |
| Additional Revenue | 71,912 |
| Budget Amendments | <u>(7,067)</u> |
| Estimated Ending Fund Balance 6/30/08 | <u><u>836,502</u></u> |

| DEPARTMENT | FUND | ACCOUNT NO. | REV/EXP | AMOUNT | DESCRIPTION |
|--|------|----------------|---------|---------------|---|
| Increase in Revenues: | | | | | |
| Sales Tax Revenue | 38 | 4-0-106 | REV | <u>71,912</u> | Sales tax received in excess of amount budgeted |
| Expenditures Appropriations Needed: | | | | | |
| Interdepartmental | 38 | <u>5215621</u> | EXP | <u>7,067</u> | Transfer to bond trustee fund |
| Department Total | | | | \$ | <u>7,067</u> |
| DEDICATED SALES TAX FUND GRAND TOTAL EXPENDITURES | | | | \$ | <u>7,067</u> |

FY 2007-2008 BUDGET AMENDMENT

Exhibit A-7

EMERGENCY RESERVE FUND - 40

| | |
|--|------------------|
| Estimated Fund Balance 6/30/07 | 1,002,712 |
| FY 07-08 Amended Budgeted Revenues | 518,536 |
| FY 07-08 Amended Budgeted Appropriations | (107,899) |
| Additional Revenue | 1,399,783 |
| Budget Amendments | - |
| Estimated Ending Fund Balance 6/30/08 | <u>2,813,132</u> |

| DEPARTMENT | FUND | ACCOUNT NO. | REV/EXP | AMOUNT | DESCRIPTION |
|------------------------------------|------|-------------|---------|------------------|--|
| Increase in Revenues: | | | | | |
| Transfer from GF - Oil/Gas Royalty | 40 | 4-0-725 | REV | <u>1,399,783</u> | Oil / gas leases transferred from General Fund |



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 Item Number: 16
Department: Public Works
Prepared By: George Marcangeli Account Code: _____
Date Prepared: June 30, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, a payment of \$29,454.43 to Kirby Smith Machinery, Inc., for repairs to a rental dozer at the McAlester Municipal Landfill.

Recommendation

Motion to approve payment of \$29,454.43 to Kirby Smith Machinery, Inc., for repairs to a rental dozer at the McAlester Municipal Landfill.

Discussion

Kirby Smith Machinery, Inc., via a facsimile, set forth in detail the repairs made to the rental dozer.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | <u>GM</u> | <u>06/30/08</u> |
| City Manager | <u>MBR</u> | <u>07/21/08</u> |



KIRBY-SMITH MACHINERY, INC.



6715 W RENO
OKLAHOMA CITY, OK 73127
PHONE 405/782-7189
FAX 405/440-0112

FACSIMILE TRANSMITTAL SHEET

| | |
|-----------------------------------|--|
| To: George | From: Tonya Mason |
| FAX NUMBER: 918/421-4943 | Date: 5/5/08 |
| COMPANY: City of McAlester | TOTAL NO. OF PAGES INCLUDING COVER: 6 |
| PHONE NUMBER: | SENDER'S REFERENCE NUMBER: |
| Re: U 49244 | YOUR REFERENCE NUMBER: |

- URGENT
- FOR REVIEW
- PLEASE COMMENT
- PLEASE REPLY
- PLEASE RECYCLE

NOTES/COMMENTS:

Please call me after you had a chance to go over this.

Tonya

KIRBY-SMITH MACHINERY, INC.
 12321 E. FINE ST.
 TULSA, OK. 74116
 918-438-1700

Customer
 60920

I N V O I C E

Invoice
 U49244

Pg
 3

Reprint

2/20/08

Sold To
 CITY OF MCALESTER
 PO BOX 578
 MCALESTER OK 74502

Ship To
 CITY OF MCALESTER
 PO BOX 578
 MCALESTER OK 74502

918/423-9300

918/423-9300

| Tr | Trk | Make | Model | Serial | Equipment | Meter | Slr | Customer | P.O. |
|-----|-----|------|----------|--------|-----------|-------|-----|----------|------|
| 002 | | KM | D65EX-12 | 63664 | KM01310 | 5,875 | 79K | 0718246 | |

| Order | Ship | B/O | Description | Each | Amount |
|-------|------|-----|-------------|------|--------|
|-------|------|-----|-------------|------|--------|

ORDERED AND REPLACED THE WORN RIGHT DOOR WINDOW SEAL ON THE DOOR.

12.LEFT FENDER COVER DAMAGED. REPAIR AS NEEDED.
 ORDERED AND REPLACED THE DAMAGED LEFT FENDER COVER ON THE UNIT.

13.REPLACE WORN CUTTING EDGES AND END BITS. WORN OUT.
 ORDERED AND REPLACED THE WORN CUTTING EDGES AND END BITS ON THE UNIT. CLEANED UP THE WORK AREA AND FILLED OUT THE PROPER PAPERWORK.

| | | | | | | |
|----|----|--|----------------|------------|-------|-------|
| 2 | 2 | | KM 01010-61660 | BOLT | 3.75 | 7.50 |
| 2 | 2 | | KM 01010-61680 | BOLT | 4.83 | 9.66 |
| 8 | 8 | | KM 01010-81645 | BOLT P60 | 3.43 | 27.44 |
| 6 | 6 | | KM 01643-31645 | WASHER | 1.56 | 9.36 |
| 1 | 1 | | KM 01643-32060 | WASHER | 2.12 | 2.12 |
| 17 | 17 | | KM 02090-11270 | BOLT | 2.31 | 39.27 |
| 14 | 14 | | KM 02090-11495 | BOLT | 3.62 | 50.68 |
| 17 | 17 | | KM 02290-11219 | NUT | 1.73 | 29.41 |
| 14 | 14 | | KM 02290-11422 | NUT | 2.00 | 28.00 |
| 2 | 2 | | KM 07000-15105 | O-RING | 4.28 | 8.56 |
| 2 | 2 | | KM 07002-13634 | O-RING P60 | 1.40 | 2.80 |
| 2 | 2 | | KM 07063-01100 | ELEMENT | 17.01 | 34.02 |

CONTINUED

KIRBY-SMITU MACHINERY, INC.
 12321 E. PINE ST.
 TULSA, OK. 74116
 918-438-1700

Customer
 G0920

I N V O I C E

Invoice
 U49244

Pg
 4

Reprint

2/20/08

Sold To
 CITY OF MCALESTER
 PO BOX 578
 MCALESTER OK 74502

Ship To
 CITY OF MCALESTER
 PO BOX 578
 MCALESTER OK 74502

918/423-9300

918/423-9300

| Dr | Trk | Maku | Model | Serial | Equipment | Meter | Sls | Customer | P.O. |
|-----|-----|----------|-------|--------|-----------|-------|-----|----------|------|
| 002 | KM | D6SEX-12 | 63664 | | KM01310 | 5,875 | 79R | 0718246 | |

| Ord | Ship | S/O | Description | Each | Amount |
|-------------|------|-----|------------------|--------------|-----------|
| 1 | 1 | | KM 130-70-A1130 | CUTTING EDGE | 163.51 |
| 1 | 1 | | KM 130-920-A180 | CUTTING EDGE | 134.21 |
| 2 | 2 | | KM 14X-27-11170 | O-RING | 37.66 |
| 1 | 1 | | KM 14X-54-13215 | HANDLE | 170.43 |
| 2 | 2 | | KM 14X-911-1540 | KNOB | 20.20 |
| 1 | 1 | | KM 14X-911-2341 | TRIM | 75.53 |
| 1 | 1 | | KM 14X-911-3210 | ARM | 43.45 |
| 1 | 1 | | KM 14X-911-3310 | WIPER BLADE | 42.08 |
| 6 | 6 | | KM 14X-911-5430 | CLIP | 2.07 |
| 1 | 1 | | KM 14Y-21-13160 | SEAL | 170.34 |
| 1 | 1 | | KM 14Y-21-13190 | CLAMP | 39.06 |
| 1 | 1 | | KM 14Y-21-13210 | COUPLING | 113.80 |
| 1 | 1 | | KM 14Y-21-14114 | COVER | 452.26 |
| 8 | 8 | | KM 14Y-21-14141 | BOSS | 8.09 |
| 1 | 1 | | KM 14Y-71-33710 | STEP | 214.67 |
| 1 | 1 | | KM 175-71-22272 | END BIT | 208.62 |
| 1 | 1 | | KM 175-71-22282 | END BIT | 204.53 |
| 2 | 2 | | KM 205-70-73190 | BOLT | 21.18 |
| 1 | 1 | | KM 707-98-28600 | KIT, CYL SEA | 225.68 |
| 1 | 1 | | KM 844234C1 | THREAD COMPO | 22.57 |
| 4 | 4 | | KM KOM160 | CLEANER HY D | 5.56 |
| 2 | 2 | | KM PR1KU43-12-12 | HOSE FITT | 24.71 |
| 11 | 11 | | KM PH301-12 | HOSE | 11.61 |
| 2 | 2 | | KM U14X-27-00013 | USED FINAL | 8,000.00 |
| 2 | 2 | | ZZ 302-12 | HOSE ASMBLY | 77.85 |
| TOTAL PARTS | | | | | 19,126.25 |
| 1 | | | FREIGHT IN | 698.98 | 698.98 |
| 65 | | | 15W40 ENGINE OIL | 8.77 | 570.05 |
| 1 | | | RECHROME ROD | 774.15 | 774.15 |
| | | | LABOR CHARGES | | 8,195.00 |

CONTINUED



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008 Item Number: 17
Department: City Council
Prepared By: Sam Mason Account Code: _____
Date Prepared: August 4, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Discussion, and possible action, on Crawford and Associates findings related to the City of McAlester Forensic Accounting Report issued by BKD, L.L.P. on January 6, 2006.

Recommendation

Discussion

At a special joint meeting of the City Council and the Audit and Finance Advisory Committee held on April 3, 2008, a resolution was passed directing the City Attorney, working in conjunction with a bond attorney (specifically excluding the original bond attorney associated with the bond issue in question) to investigate this issue and report back to Council their recommendations on what they felt were legal issues according to the bond indenture and how to address the issues and the follow up with the City Treasurer and structure a possible repayment plan.

Following the recent transition to a new City Attorney, it is appropriate to review the status of actions requested by this prior resolution.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | _____ | _____ |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |

Received by Karen
Boatright
08-04-08
3:00 PM

Mark,

I request the following two (2) items be included on agenda for Regular Meeting of Council August 12, 2008.

Thanks, Sam Mason, Councilman, Ward 6.

Discussion, and possible action, on Crawford and Associates findings related to the City of McAlester Forensic Accounting Report issued by BKD, LLP on January 6, 2006.

Executive Summary

At a special joint meeting of the City Council and the Audit and Finance Advisory Committee held on April 3, 2008, a resolution was passed directing the City Attorney, working in conjunction with a bond attorney (specifically excluding the original bond attorney associated with the bond issues in question) to investigate this issue and report back to Council their recommendations on what they felt were legal issues according to the bond indenture and how to address the issues and the follow up with the City Treasurer and structure a possible repayment plan.

Following the recent transition to a new City Attorney, it is appropriate to review the status of actions requested by this prior resolution

Discussion, and possible action, on directing the City Attorney to investigate and propose a course of action to resolve the legal questions associated with the excess tax receipts on the CIP one penny sales tax.

Executive Summary

The City Council has previously directed that an audit be performed to determine the amounts involved on this issue. Although that audit has not yet been concluded, it is proposed that the City Attorney review the legal questions involved in order to make a recommendation to the Council as to the best course of action in resolving this issue.



McAlester City Council

AGENDA REPORT

Meeting Date: August 12, 2008
Department: Council
Prepared By: Sam Mason
Date Prepared: August 4, 2008

Item Number: 18
Account Code: _____
Budgeted Amount: _____
Exhibits: One

Subject

Discussion, and possible action, on directing the City Attorney to investigate and propose a course of action to resolve the legal questions associated with the excess tax receipts on the CIP one penny sales tax.

Recommendation

Discussion

The City Council has previously directed that an audit be performed to determine the amounts involved on this issue. Although that audit has not yet been concluded, it is proposed that the City Attorney review the legal questions involved in order to make a recommendation to the Council as to the best course of action in resolving this issue.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-----------------|
| Department Head | _____ | _____ |
| City Manager | <u>MBR</u> | <u>08/04/08</u> |

Received by Karen
Boatright
08-04-08
3:00 PM

Mark,

I request the following two (2) items be included on agenda for Regular Meeting of Council August 12, 2008.

Thanks, Sam Mason, Councilman, Ward 6.

Discussion, and possible action, on Crawford and Associates findings related to the City of McAlester Forensic Accounting Report issued by BKD, LLP on January 6, 2006.

Executive Summary

At a special joint meeting of the City Council and the Audit and Finance Advisory Committee held on April 3, 2008, a resolution was passed directing the City Attorney, working in conjunction with a bond attorney (specifically excluding the original bond attorney associated with the bond issues in question) to investigate this issue and report back to Council their recommendations on what they felt were legal issues according to the bond indenture and how to address the issues and the follow up with the City Treasurer and structure a possible repayment plan.

Following the recent transition to a new City Attorney, it is appropriate to review the status of actions requested by this prior resolution

Discussion, and possible action, on directing the City Attorney to investigate and propose a course of action to resolve the legal questions associated with the excess tax receipts on the CIP one penny sales tax.

Executive Summary

The City Council has previously directed that an audit be performed to determine the amounts involved on this issue. Although that audit has not yet been concluded, it is proposed that the City Attorney review the legal questions involved in order to make a recommendation to the Council as to the best course of action in resolving this issue.

Council Chambers
Municipal Building
July 22, 2008

The McAlester Airport Authority met in regular session on Tuesday, July 22, 2008, at 6:00 P.M. after proper notice and agenda was posted July 17, 2008.

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

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

- **Approval of the Minutes from the July 8, 2008, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item E regarding claims through June 30, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)* No claims for this period.
- **Confirm action taken on City Council Agenda Item F regarding the claims for the period of July 9 through July 24, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$2,655.13.

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

AYE: Trustees Wilkinson, Garvin, Mason, Fiedler, Condit & 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. Mason. The vote was taken as follows:

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

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 22, 2008

The McAlester Public Works Authority met in Regular session on Tuesday, July 22, 2008, at 6:00 P.M. after proper notice and agenda was posted July 17, 2008.

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

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

- **Approval of the Minutes from the July 8, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item E regarding claims through June 30, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)* IN the amount of \$6,570.04.
- **Confirm action taken on City Council Agenda Item F regarding the claims for the period of July 9 through July 24, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$117,756.31.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

Cora Middleton, Secretary

Kevin Priddle, Chairman