

CITIZENS PETITION

# CITY OF BRISTOW

February 16, 2017



Oklahoma State  
Auditor & Inspector  
Gary A. Jones, CPA, CFE

**CITY OF BRISTOW**  
**CREEK COUNTY, OKLAHOMA**  
**CITIZENS PETITION REQUEST**  
**RELEASE DATE FEBRUARY 16, 2017**

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This publication, issued by the Oklahoma State Auditor and Inspector's Office as authorized by **74 O.S. § 212(L)**, has not been printed but is available on our agency's website ([www.sai.ok.gov](http://www.sai.ok.gov)) and in the Oklahoma Department of Libraries Publications Clearinghouse Digital Prairie Collection, (<http://digitalprairie.ok.gov/cdm/search/collection/audits/>) pursuant to **65 O.S. § 3-114**.



## Report Highlights

### WHY WE CONDUCTED THIS AUDIT

We performed the audit in response to a citizens petition submitted under the requirements of **74 O.S. § 212(L)**. The petition objectives included:

- I. Review municipal projects/expenditures for possible bid splitting designed to circumvent local ordinance requiring council approval for expenditures of \$5,000 or more.
- II. Review mayor's use of city issued credit card, mileage reimbursement requests, and other possible improper compensation.
- III. Review circumstances resulting in the possible double retirement compensation of the former city finance director.
- IV. Review for possible violations of the Oklahoma Open Meeting Act and the Oklahoma Open Records Act.

### WHAT WE FOUND

- Competitive bids were not obtained for remodel work completed at the golf course country club and city hall. (Pg. 4)
- Purchases were not properly encumbered. (Pg. 6)
- Leave records were insufficient to support the \$12,054.80 paid to Linda Tate as compensation for unused vacation leave. (Pg. 13)



# Oklahoma State Auditor & Inspector

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February 16, 2017

To the Petitioners and Citizens of the City of Bristow:

In accordance with the requirements of **74 O.S. § 212(L)**, we performed a petition audit with respect to the City of Bristow for the period July 1, 2013 through October 31, 2015.

The objectives of our audit primarily included, but were not limited to the concerns noted in the citizens petition. The results of this audit, related to these objectives, are presented in the accompanying report.

Because the procedures of a petition audit do not constitute an audit conducted in accordance with generally accepted auditing standards, we do not express an opinion on the account balances or financial statements of the City of Bristow for the period July 1, 2013 through October 31, 2015.

The goal of the State Auditor and Inspector is to promote accountability and fiscal integrity in state and local government. Maintaining our independence as we provide this service to the taxpayers of Oklahoma is of utmost importance. We also wish to take this opportunity to express our appreciation for the assistance and cooperation extended to our office during the course of our engagement.

This document is a public document pursuant to the Oklahoma Open Records Act, in accordance with **51 O.S. §§ 24A.1, et seq.**

Sincerely,

A handwritten signature in blue ink that reads "Gary A. Jones". The signature is written in a cursive style.

GARY A. JONES, CPA, CFE  
OKLAHOMA STATE AUDITOR & INSPECTOR

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**CITY OFFICIALS**

(As of October 31, 2015)

Leonard Washington .....	Mayor
Kenny Odell .....	Council Member
Tex Slyman.....	Council Member
Edgar Spencer.....	Council Member
Jeff Willeford .....	Council Member
Jeff Roberts.....	Council Member
Leon Smith .....	Council Member
Randy Witty .....	Council Member
Gina Eslick .....	Finance Director
Sabrina Mounce.....	City Clerk
Janet Hamel .....	City Treasurer

## INTRODUCTION

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In accordance with the provisions of **11 O.S. § 13-101**, the City of Bristow (City) has established and approved a Charter providing for a mayor-council government. The Charter provides, in part:

The municipal government provided by this charter shall be a “mayor-council government”. All powers of the city shall be exercised in the manner prescribed by this charter; or, if the manner is not thus prescribed, then in such manner as the council may prescribe by ordinance.

The city shall have all powers possible for a city operating under a home-rule charter to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter.

The Bristow Municipal Authority (Authority) is a public trust established under **60 O.S. §§ 176, et seq.** The Authority operates a utility service providing water, sewer, and sanitation services to the residents of the City. The City Council and Mayor serve ex-officio as the Board of Trustees for the Authority.

In accordance with a “Citizens Petition Request for Special Audit” verified by the Creek County Election Board Secretary on December 3, 2015, the Office of the State Auditor and Inspector has conducted an audit of the City of Bristow, primarily relating to the objectives noted below.

These objectives stem from the “Citizens Petition” which stated:

- I. Review municipal projects/expenditures for possible bid splitting designed to circumvent local ordinance requiring council approval for expenditures of \$5,000 or more.
- II. Review mayor’s use of city issued credit card, mileage reimbursement requests, and other possible improper compensation.
- III. Review circumstances resulting in the possible double retirement compensation of the former city finance director.
- IV. Review for possible violations of the Oklahoma Open Meeting Act and the Oklahoma Open Records Act.

The results of our inquiry are included in the following report and were prepared for the citizens and registered voters of the City, along with officials with oversight responsibilities.

**OBJECTIVE I PURCHASING AND BIDDING**

***Petition Objective*** ***Review municipal projects/expenditures for possible bid splitting designed to circumvent local ordinance requiring council approval for expenditures of \$5,000 or more.***

The petitioners expressed a number of concerns related to the purchasing and bidding of city projects. The allegations included:

- Possible questionable expenditure of insurance proceeds.
- Required bidding procedures were allegedly not followed for work at the golf course country club.
- Possible splitting of purchases to avoid City Ordinance approval requirements.
- A contractual relationship with a local rural water district was allegedly not approved.
- Contracts to lay water lines were possibly awarded without council approval.
- Money was purportedly wasted on the purchase of unusable roof trusses.

Each concern is individually addressed below.

**Insurance Proceeds**

**Background**

The petitioners expressed a concern that insurance proceeds received by the City for damages done to three separate city-owned buildings, the armory, the golf course country club, and a church/museum, were all used to repair and remodel only the golf course country club.

**Finding**

**All insurance proceeds were not expended for the golf course country club.**

The City received a total of \$97,765 in insurance proceeds for roof damage incurred to the armory, country club and church/museum. On February 28, 2014, the City deposited insurance claim proceeds of \$24,138 to Account 70-23300 titled ‘REPLACE ROOF-C.CLUB&CHURCH’ and on April 11, 2014, \$73,627 was deposited to Account 70-23400 titled ‘REPLACE ROOF-ARMORY BLDG’.



Records reflect the City expended \$48,250 from insurance proceeds on the country club, \$24,138 from Account 70-23300 and \$24,112 from Account 70-23400.

Although a portion of the insurance proceeds received and deposited to Account 70-23400 were used for the benefit of the country club, an unexpended balance of \$49,515 remained through FY2015.

We found no law preventing the Council from using insurance proceeds at their discretion.

As of September 14, 2016, a city official indicated the City had ordered materials for the armory project and planned to begin the work soon.

**Bidding Procedures**

**Background**

The petitioner's alleged that work performed on the golf course country club, including renovations of the clubhouse, had not been properly bid or approved by the city council.

It was also alleged that the City paid contractor, Nathan Woods, to remodel city hall and that the project was split into payments to avoid bidding requirements.

The City of Bristow was formed under the provisions of the *Municipal Charter* form of government as defined in **11 O.S. § 13-101**. On June 3, 1975, the City adopted a charter that has remained unchanged since its inception. As defined in law, a city's charter supersedes other laws in the municipal affairs of the city.

Title **11 O.S. § 13-109** provides:

Whenever a charter is in conflict with any law relating to municipalities in force at the time of the adoption and approval of the charter, *the provisions of the charter shall prevail* and shall operate as a repeal or suspension of the state law or laws to the extent of any conflict. [Emphasis added]

Addressing a charter city, Oklahoma Attorney General Opinion **2004 OK AG 15**, states in part:

The Oklahoma Supreme Court analogized a city's charter to a constitution, and stated that a charter supersedes the laws of the state regarding "merely municipal affairs."

In relation to bidding of *public improvements*, **Article 5 Section 5-4** of the City Charter provides:

Public improvements may be made by the city government itself or by contract. The council shall award all contracts for such improvements. *A contract for public improvements of more than \$2,000 may be awarded only to the lowest and best responsible bidder* after such notice and opportunity for competitive bidding as the council may prescribe. All bids may be rejected, and further notice and opportunity for competitive bidding may be given. [Emphasis Added]

Additionally, the Public Competitive Bidding Act<sup>1</sup> requires competitive bids for public construction contracts exceeding \$50,000, but goes on to state in **61 O.S. § 133**:

If a statute, charter or general ordinance provides more stringent standards or procedures than those provided by this act, then the statute, charter or general ordinance shall prevail.

In the absence of an authorized amendment, the bidding requirement of *public improvements* established in 1975 under the Bristow City Charter would appear to apply in 2015.

## Finding

**Competitive bids were not obtained for remodel work completed at the golf course country club and city hall.**

City records reflect costs for the country club remodel and repair job totaled \$78,133.<sup>2</sup> The public improvements made as part of this job were not bid.

Additionally, City records reflect payments to Nathan Woods related to city hall projects totaled \$2,290. These costs exceeded the \$2,000 bid limit established by the City Charter and were not bid.

As noted above, **Article 5 Section 5-4** of the City Charter requires competitive bids for public improvement contracts of more than \$2,000.

### Purchasing Approvals

## Background

Petitioners were concerned that purchases related to the remodel and roof repair on the country club and the remodeling of city offices were split to circumvent a city ordinance requiring council approval for expenditures exceeding \$5,000.

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<sup>1</sup> Public Competitive Bidding Act **61 O.S. § 101, et. seq.**

<sup>2</sup> Of this cost, \$50,123 was paid by the City and \$28,010 was paid by an outside Trust.

The basis of the concern related to a municipal ordinance which provides the mayor or his designee the authority to purchase goods, materials, or services not exceeding \$5,000 without approval from the City Council.

According to **Chapter 1, Section 7-104(B)** of the City of Bristow Municipal Code:

The mayor or the mayor's designee is authorized to make decisions for the purchase of goods, services or material, including, but not limited to, the decision to purchase same, the quantity and quality of same and the source of supply, without approval of the city council in such amounts not to exceed five thousand dollars (\$5,000) per transaction. The goods, services, labor or supplies shall be purchased after such reasonable notice as the city mayor or the mayor's designee may direct

**Finding**

**Expenditures were presented to the Council for approval.**

We obtained a sample of council meeting packets which contain the detailed information provided to the Council for approval at a meeting. We noted information provided to the Council for approval included claims that were less than \$5,000. It was verified that all claims, regardless of the amount, are presented to the Council for approval.

It was also alleged that the City paid for roof repairs and remodeling at the country club in which all invoices from one contractor, Nathan Woods, were split so that no council approval was needed.

We obtained supporting documentation for payments to Nathan Woods. Records reflect the City issued Nathan Woods the following payments related to the country club:

Payment Date	PO	Check	Amount	Purpose
March 24, 2015	14843	1862	\$2,675	Country club 107 hrs @ \$25
April 6, 2015	14866	1864	\$4,525	Country club 181 hrs @ \$25
April 13, 2015	14857	1876	\$1,825	Club house 73 hrs @ \$25
April 20, 2015	14861	1877	\$2,200	Club house 88 hrs @ \$25
April 30, 2015	14871	1879	\$4,450	Labor golf club - 178 hrs @ \$25
<b>Total</b>			<b>\$15,675</b>	

Payments were traced to council approval by comparing the information in the board packets to the claim amount approved in the minutes; we confirmed that each payment to Nathan Woods related to the country club was approved by the Council.

Therefore, the allegation that the country club renovation payments were not approved by the Council was unsubstantiated.

**Finding Purchases were not properly encumbered.**

As defined in **62 O.S. § 310.1(A)**, unless otherwise provided by ordinance, all purchase orders and contracts should be properly *encumbered*. In other words, a purchase order should be submitted prior to the time the purchase commitment is made.

During our investigation we noted several purchases that were not properly encumbered, the purchase was made and the invoice received prior to the encumbrance of the purchase order.

<b>Purchase Order Number</b>	<b>Amount</b>	<b>Date of Purchase Order</b>	<b>Date of Invoice</b>
14857	\$1,825	04/13/2015	04/10/2015
14861	\$2,200	04/20/2015	04/18/2015
14871	\$4,450	04/30/2015	04/24/2015
44465	\$1,660	10/05/2015	09/09/2015
44464	\$630	10/05/2015	09/02/2015
44455	\$230	10/05/2015	09/22/2015

**Local Rural Water District Agreement**

**Background**

Petitioners were concerned that an agreement with Okmulgee County Rural Water District #7 to install water lines was never approved by the Council.

**Finding**

**The agreement with the Okmulgee County Rural Water District No. 7 was approved by the Board.**

We obtained a copy of the ‘Future Water Purchase and Sale Agreement’, dated March 20, 2012, between the Municipal Authority of the City of Bristow and the Okmulgee County Rural Water District No. 7 (the District). The agreement appeared to provide the future option for the Authority to sell water to the District and for the District to purchase water from the Authority.

Based on the Bristow Municipal Authority meeting minutes, the agreement was approved on February 20, 2012. The minutes read:

Motion was made by Spencer with a second by Slyman approving the future Water purchase and sale agreement with the Okmulgee County Rural Water District No. #7 and authorize the Mayor to sign. A roll call was had with the following members present voting as follows: Edwards, Aye; Groom, Aye; Ritchie, Aye; Slyman, Aye; Smith, Aye; Spencer, Aye and Washington, Aye. Motion passed.

Since the agreement was approved by the Board, the allegation was unsubstantiated.

**Water Line Contracts**

**Background**

Petitioners were concerned that contracts to install waterlines to the District were awarded to Cherokee Pride Construction, Inc. without council approval.

**Finding**

**The option to provide water to the District was not exercised.**

The ‘Future Water Purchase and Sale Agreement’ contains a provision for the expansion of the existing water distribution system. According to city officials, the City has not exercised the option to expand their water distribution to the District. One official added the City has the equipment and personnel so there would be no need to contract to a third party to install waterlines.

In addition, we obtained documentation for payments to Cherokee Pride Construction. City records reflect two checks were issued to Cherokee Pride Construction:

- Check #37348, dated August 9, 2012, in the amount of \$40,300
- Check #15103, dated May 13, 2014, in the amount of \$18,700

Both payments pertained to a contract for a ground water test well, which was not related to the installation of water lines for the water purchase and sale agreement.

We obtained Bristow Municipal Authority meeting minutes for April 16, 2012, which reflect the Board awarded the ground water test well bid to Cherokee Pride Construction. The minutes read in relevant part:

Motion was made by Ritchie with a second by Spencer approving to award a bid to Cherokee Pride Construction in the amount of \$69,000 for a Ground Water Test Well.

Because no water lines have been installed to distribute water to the District, and payments to Cherokee Pride Construction were related to a bid for a ground water test well approved by the Board, the allegation was unsubstantiated.

**Unnecessary Expense**

**Background**            Petitioners were concerned that the City spent \$10,000 on trusses for the armory roof that can't be used because the public works director measured incorrectly.

**Finding**                **The allegation pertaining to the purchase of trusses was unsubstantiated.**

According to the Director of Public Works, he was cognizant alterations would be required at the time the trusses were ordered since the building is not square. The Director of Public Works confirmed that the trusses would be used when the project is started.

According to another city official, bids were obtained for the armory project and awarded to a local lumber company and it was the lumber company that measured for the trusses.

We could not substantiate the allegation pertaining to the purchase of trusses.

**OBJECTIVE II            TRAVEL, CREDIT CARD USE, AND IMPROPER COMPENSATION**

***Petition Objective***    ***Review mayor's use of city issued credit card, mileage reimbursement requests, and other possible improper compensation.***

The petitioners expressed concerns related to transactions involving Mayor Leonard Washington including:

- Use of a city issued credit card;
- Travel and mileage reimbursements;
- Compensation received as general manager of the Bristow Municipal Authority;
- Improper salary increase during his term of office.

**Credit Card Use**

**Background**            The petitioners concern stemmed from a credit card issued to Mayor Washington in which he was authorized to spend up to \$1,000 a month.

Petitioners alleged that Mayor Washington was using the city issued credit card for cash advances.

**Finding**                      **Credit card statements reflected minimal use and we found no evidence of cash advances.**

On September 2, 2014, the Council approved a \$1,000 corporate credit card for the Mayor. The minutes read:

Motion was made by Fortney with a second by Carter approving a \$1,000.00 Corporate Credit Card for the Mayor, providing a copy of the statement goes into each Councilman packet. A roll call was had with the following members present voting as follows: Carter, Aye; Fortney, Aye; Groom, Aye; Odell, No; Smith, No; Spencer, Aye and Witty, Aye. Motion passed.

We obtained statements for the corporate credit card and reviewed charges during the period September 2014 through October 2015. During the period, charges totaled \$785.12 in which there were no cash advances.

**Finding**                      **Three credit card charges did not contain adequate supporting documentation.**

We noted three charges totaling \$256.93 that were not supported by a receipt or invoice.

- \$26.85 charge for gas at airport
- \$185.09 charge for tool rental
- \$44.99 charge for helmet for CLEET

Title **51 O.S. § 24A.4** states, in relevant part:

...every public body and public official has a specific duty to keep and maintain complete records of the receipt and expenditure of any public funds reflecting all financial and business transactions relating thereto...

**62 O.S. § 310.1(B)** provides in relevant part:

Such invoice shall state the supplier's name and address and must be sufficiently itemized to clearly describe each item purchased, its unit price, where applicable, the number or volume of each item purchased, its total price, the total of the purchase and the date of the purchase.

**Mileage Reimbursement**

**Background** According to a petitioner, the current mayor received reimbursements for mileage when the prior mayors did not. Petitioners also questioned whether the mayor’s mileage reimbursements were properly approved.

**Finding** **Mayor Washington’s mileage reimbursements were approved by the Council. Previous mayors also received mileage reimbursements.**

From the time of his appointment as mayor on June 24, 2014, through October 31, 2015, Mayor Washington received three payments totaling \$1,030.38 in mileage reimbursements. Mileage reimbursements were submitted to the Council for approval.

We obtained documentation that former Mayor Ralph Barnett was also compensated for mileage. Records indicate Mayor Barnett submitted mileage reimbursements during FY2013 and FY2014, totaling \$879.64 and \$568.96, respectively.

**Mayoral Compensation**

**Background** Petitioners indicated that at a special meeting the Council hired Mayor Washington as the general manager of the Bristow Municipal Authority and provided him with an additional \$5,000 in compensation.

Allegedly the action was later determined to be improper. Petitioners questioned whether Mayor Washington reimbursed the City.

It was also alleged that Mayor Washington received a salary increase during his term in office.

**Finding** **Mayor Washington was issued one payroll check as the ‘General Manager’ of the Authority. This amount was fully re-paid.**

In a special meeting held December 22, 2014, the Authority Board voted to hire Leonard Washington as ‘General Manager of the Municipal Authority’ at a sum of \$4,000 a month. The minutes read:

Motion was made by Witty with a second by Carter approving to hire Leonard Washington, as General Manager of the Municipal Authority at the sum of \$4,000.00 per month starting the 1<sup>st</sup> payday in January and ending at the end of his term. A roll call was had with the following members present voting as follows: Carter, Aye; Groom, Aye; Spencer, Aye; Willeford, Aye and Witty, Aye. Motion Passed.



Subsequently, in a January 13, 2015 special meeting, the Authority Board rescinded the previous motion of hiring Leonard Washington. The minutes read:

Motion was made by Smith with a second by Groom approving to resend the motion that was made on December 22, 2014 to hire Chairman Leonard Washington, as General Manager of the Municipal Authority at the sum of \$4,000.00 per month starting the 1<sup>st</sup> payday in January and ending at the end of his term. A roll call was had with the following members present voting as follows: Groom, Aye; Jamison, Aye; Odell, Aye; Smith, Aye; Spencer, Aye and Witty, Aye. Motion Passed.

Payroll records reflect Leonard Washington was issued one Authority payroll check in the amount of \$1,457.09 on January 2, 2015.

On January 13, 2015, the date the motion was rescinded, Washington submitted a personal check in the amount of \$1,457.09 as reimbursement for the compensation previously received as the Authority general manager. The check was deposited into the Authority's payroll account on January 14, 2015.

**Finding**

**Mayor Washington did not receive a salary increase during his term of office.**

**Article 23 § 10 of the Oklahoma Constitution provides:**

Except wherein otherwise provided in this Constitution, in no case shall the salary or emoluments of any public official be changed after his election or appointment; nor shall the term of any public official be extended beyond the period for which he was elected or appointed: Provided, That all officers within the State shall continue to perform the duties of their offices until their successors shall be duly qualified.

The January 20, 2015, council vote authorized a salary increase for the "*Mayor of Bristow*"; it was not specifically directed toward Mayor Washington and was not in effect until after the subsequent mayoral election.

Motion was made by Jamison with a second by Groom approving to adopt an Ordinance establishing the salary be raised from \$25,000.00 to \$55,000.00 for the Mayor of Bristow, a Municipal Corporation, of the Term Commencing May 4, 2015, and providing an effective date, and repealing Ordinance No. 4-12599. A roll call was had with the following members present voting as follows: Carter, Aye; Groom, Aye; Jamison, Aye; Odell, No; Smith, No; Spencer, Aye; Willeford, Aye and Witty, Aye. Motion passed. This is Ordinance #127-012015.

**OBJECTIVE III RETIREMENT COMPENSATION**

**Petition Objective** *Review circumstances resulting in the possible double retirement compensation of the former city finance director.*

**Background** Petitioners questioned the retirement compensation paid to former finance director, Linda Tate. Purportedly the City compensated Linda Tate for retirement in 2014; she allegedly returned to work and was paid additional compensation upon retirement in 2015.

**Finding** **Linda Tate was not compensated for retirement through the City. Compensation paid by the City upon retirement was for unused vacation leave.**

In 2014, Linda Tate did not retire. On **July 7, 2014**, the City Council discussed retaining the employment of Linda Tate. The minutes read:

Motion was made by Smith with a second by Groom approving to keep the employment of Linda Tate with a salary of \$65,000.00 with no pension. A roll call was had with the following members present voting as follows: Carter, Aye; Groom, Aye; Odell, Aye; Smith, Aye; Spencer, Aye and Witty, Aye. Motion passed.

On **July 6, 2015**, the City Council officially accepted the retirement of Linda Tate. The minutes read in part:

Motion was made by Smith with a second by Odell approving to accept the retirement of Linda Tate. A roll call was had with the following members present voting as follows: Odell, Aye; Roberts, Aye; Smith, Aye; Slyman, Aye; Spencer, Aye; Willeford, Aye; and Witty, Aye. Motion passed.

The City is under the Oklahoma Municipal Retirement Fund (OMRF) and would not be responsible for compensating employees for retirement. Employees' retirement is paid through OMRF.

We obtained payroll reports to determine if Linda Tate received additional compensation above her regular salary. Based on the reports reviewed, the City compensated Linda Tate the following in excess of salary:

- June 6, 2014, in the amount of \$8,406.20
- July 17, 2015, in the amount of \$5,750.00

It appears these two payments were the additional questioned compensation.

Supporting documentation indicated the two payments included \$6,304.80 of compensation for 2013 and 2014 unused vacation leave and \$2,101.40 in regular salary for a total of \$8,406.20; and \$5,750 of compensation for four weeks unused vacation leave for 2015. These payments were not compensation for retirement.

**Finding**                      **Vacation leave was accrued contrary to employee policy.**

Employee policy does not address compensation paid for unused vacation leave. However, policy does require mayor approval for the carryover of unused vacation leave. The employee policy provides in relevant part:

An employee may not carry over unused vacation time from fiscal year to fiscal year, unless authorized by the Department Head and the Mayor.

Records indicate that Tate's leave accruals continued beyond the fiscal year without mayor or department head approval.

**Finding**                      **Leave records were insufficient to support the \$12,054.80 paid to Linda Tate as compensation for unused vacation leave.**

Under statute, records are required to be maintained of all receipt and expenditure of public funds. Title **51 O.S. § 24.A.4** states in part:

In addition to other records which are kept or maintained, every public body and public official has a specific duty to keep and maintain complete records of the receipt and expenditure of public funds reflecting all financial and business transactions related thereto, except that such records may be disposed of as provided by law.

Because employees can be compensated for unused vacation leave, it becomes critical to maintain adequate documentation and accounting for leave accruals, deductions and balances for each employee.

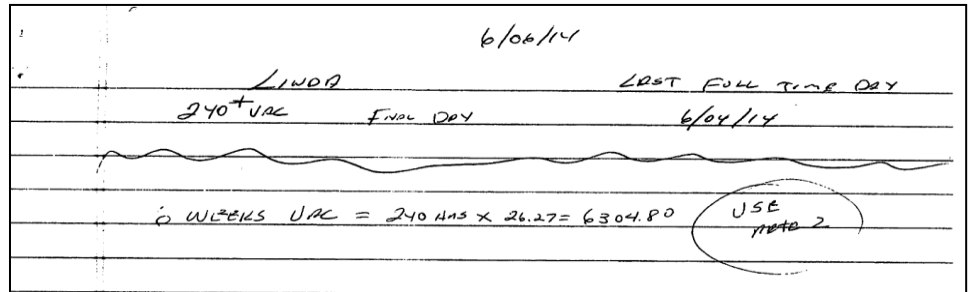
We requested leave accounting records for Linda Tate to determine if the compensation paid for unused leave was properly supported. We were provided leave record forms for calendar years 2010, 2011, 2012, 2014, and 2015. Leave record forms for calendar year 2013 were missing.

Forms that were provided were incomplete and contained gaps in which there were no entries. For calendar year 2010, 2012, and the first half of 2014, no entries were made in the leave records.

According to city officials, leave should only be deducted when the payroll department receives a 'Time Off Request' form. Only one 'Time Off Request' form was provided for Linda Tate, supporting 24 hours of vacation taken in June 2015.

**June 6, 2014 Payment**

The June 6, 2014, payment to Linda Tate included compensation of \$6,304.80 for two weeks of unused vacation leave in 2013 and four weeks in 2014, six weeks total. We were provided an unsigned handwritten note, dated June 6, 2014, as support for the payment of 240 hours of unused vacation leave.



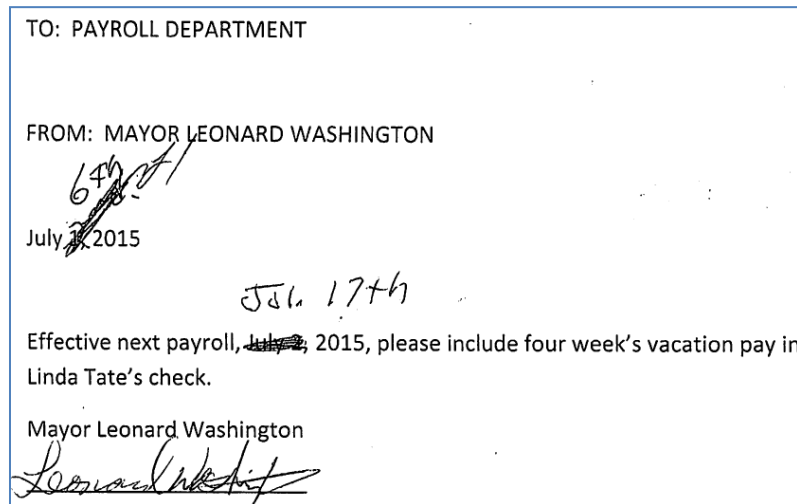
The leave records provided for 2014 were not complete and showed a \$0 balance into June 2014.

PAY	SICK LEAVE			VACATION		
	ACC	USED	BAL	ACC	USED	BAL
2013 BAL						
01/03/2014						
01/17/2014	1.85			6.15		
01/31/2014	1.85			6.15		
02/14/2014	1.85			6.15		
02/28/2014	1.85			6.15		
03/14/2014	1.85			6.15		
03/28/2014	1.85			6.15		
04/11/2014	1.85			6.15		
04/25/2014	1.85			6.15		
05/09/2014	1.85			6.15		
05/23/2014	1.85			6.15		
06/06/2014	1.85		0	6.15		0
06/20/2014	1.85		1.85	6.15		6.15

The leave records noted above and an unsigned handwritten note were not adequate supporting documentation for the payment of 240 hours of unused vacation leave to Linda Tate.

**July 2015 Payment**

In July 2015, the City paid Linda Tate for the maximum annual accrual of 160 hours or four weeks. Mayor Washington issued a directive to the payroll department for payment of the leave. He acknowledged that he did not confirm Linda Tate's leave balance before issuing the directive, and merely assumed she had not used any of her accrued vacation leave for the year.



For the period July 1, 2014 through July 3, 2015, leave records reflected an accrual of 172.2 hours and a deduction of 180.5 hours resulting in a negative leave balance of 8.3 hours on July 6, 2015.

05/08/2015	8+24 car + 24 OVE 32 (5.5) 26.5	1.85	5.5	0	6.15	50.5	49.10
05/22/2015		1.85		1.85	6.15	8	47.35
06/05/2015		1.85		3.70	6.15		53.40
06/19/2015	at Dawson's MO	1.85		5.55	6.15	24	35.55
07/03/2015	Took 50 vac	1.85			6.15	50	- 8.20

Based on our review, leave records were insufficient to support the \$12,054.80<sup>3</sup> in leave paid to Linda Tate.

<sup>3</sup> \$6,304.80 for 2014 and \$5,750.00 for 2015

**OBJECTIVE IV OPEN MEETING ACT AND OPEN RECORDS ACT**

**Petition Objective** *Review for possible violations of the Oklahoma Open Meeting Act and the Oklahoma Open Records Act.*

**Background** Although the petition included a request for a review of the Open Meeting Act, the petitioners expressed no specific concerns related to this issue. Since no specific concerns were noted, we reviewed a sample of meeting minutes and agendas for compliance with statutes.

In regards to the Open Records Act, a petitioner alleged that he was not provided a copy of an agreement that had been requested.

**Finding** **We found no violations of the Open Meeting Act in our review of meeting minutes and agendas.**

We reviewed and compared City Council and Authority Board meeting minutes and agendas for the period January 1, 2015 through October 31, 2015. The purpose of our review was to determine if meetings were held in compliance with the following requirements:

1. Do agenda items reflect and correspond to the meeting minutes as required by **25 O.S. § 311**?
2. Do meeting minutes reflect the members present and absent at each meeting as required by **25 O.S. § 312**?
3. Do meeting minutes reflect the manner and time of notice for the meeting being held as required by **25 O.S. § 312**?
4. Do meeting minutes reflect a recorded vote for each member as required by **25 O.S. § 312**?
5. Do meeting minutes reflect the actions taken by the board as required by **25 O.S. § 312**?

In meetings in which an executive session was noted, we further evaluated the minutes to determine if the executive session fell within the scope of an allowable topic as defined in **25 O.S. § 307**.

We noted no findings in our review of agendas and meeting minutes for both the City Council and Authority.

**Finding** **The allegation related to the Open Records Act could not be substantiated.**

According to a petitioner, approximately six-months prior to our August 2016 interview, a copy of a water agreement between the Municipal Authority and the Okmulgee County Rural Water District #7 was requested from the City Clerk Sabrina Mounce but never provided.

According to Clerk Mounce, she was unaware of the request and was also unfamiliar with the agreement. Clerk Mounce indicated the City has forms for open record requests but stated only one form had been completed in the last 15 years.

Since there was no record to confirm a request was made, we could not substantiate the concern that an Open Record violation had occurred.

**DISCLAIMER**

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In this report there may be references to state statutes and legal authorities which appear to be potentially relevant to the issues reviewed by this Office. The State Auditor and Inspector has no jurisdiction, authority, purpose, or intent by the issuance of this report to determine the guilt, innocence, culpability, or liability, if any, of any person or entity for any act, omission, or transaction reviewed. Such determinations are within the exclusive jurisdiction of regulatory, law enforcement, and judicial authorities designated by law.





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