



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, March 10, 2009 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

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

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### CALL TO ORDER

*Announce the presence of a Quorum.*

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### INVOCATION & PLEDGE OF ALLEGIANCE

- Reverend Cliff House, Lakewood Church

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### ROLL CALL

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### 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.*

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### CONSENT AGENDA

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

- Approval of the Minutes from the February 10, 2009, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**

- B. **Approval of the Minutes from the February 24, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Concur with Mayor's appointment of Dr. Leroy Milton to the McAlester Regional Hospital Center Board for a term to expire February 2012.** *(Kevin E. Priddle, Mayor)*
- D. **Approval of Claims for February 25, 2009 through March 10, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

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

- 1. **Consider, and act upon, an Ordinance amending Ordinance No. 2299 which established the budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Kevin E. Priddle, Mayor)*

### **SCHEDULED BUSINESS**

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- 1. **Consider, and act upon, an Ordinance amending Ordinance No. 2299 which established the budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Kevin E. Priddle, Mayor)*

#### Executive Summary

This agenda item involves budget amendments for Crime Stoppers (\$2,500), Community Tree Board (\$2,000) and McAlester Economic Development Services, Inc. (\$24,000).

- 2. **Consider, and act upon, a bid award to Triple S Electric, in the amount of \$29,840, for the installation of 3-Phase Electric Service at the EXPO Center.** *(Mel Priddy, Community Service Director)*

#### Executive Summary

This agenda item involves the awarding of a bid to Triple S Electric to install 3-Phase Electric Service in the EXPO Hall within the EXPO Center.

- 3. **Consider, and act upon, award of bid to Keystone Equipment Co., in the amount of \$83,900, for the purchase of one New 2009 Industrial Rubber Tire Backhoe, and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for this equipment.** *(David Medley, Utility Director)*

#### Executive Summary

This agenda item involves the purchase of one new 2009 Industrial Rubber Tire Backhoe.

- 4. **Consider, and act upon, award of bid to Grissoms LLC, in the amount of \$36,550.08, for the purchase of two New 2009 Diesel Tractors with Front End Loaders and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for the equipment.** *(David Medley, Utility Director)*

#### Executive Summary:

This agenda item involves a purchase for two new 2009 Diesel Tractors with Front End Loaders.

- 5. **Consider, and act upon, authorizing the Mayor to sign a Rental Agreement with GG/MG, Inc., d/b/a Landfill Equipment for a Rex 370 Trash Compactor for the McAlester Landfill in the amount of \$7,500 per month plus delivery cost of \$5,250. (George Marcangeli, City Engineer/Public Works Director)**

Executive Summary

This agenda item involves a Rental Agreement for a Rex 370 Trash Compactor from Landfill Equipment for the McAlester Landfill.

- 6. **Consider, and act upon, authorizing the Mayor to sign a Municipal Lease Contract, in the amount of \$1,442.45 per month, with Xerox Corporation for two Xerox WORKCENTRE 7675 copiers. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves approving a Municipal Lease Contract with Xerox Corporation for two Xerox WORKCENTRE 7676 copiers.

- 7. **Consider, and act upon, declaring additional City equipment and a vehicle as surplus property and authorize the City Manager to include them in the City Auction. (Mark B. Roath, City Manager)**

Executive Summary:

This agenda item involves authorizing additional City equipment and a vehicle as surplus property to be sold at the upcoming City auction scheduled for Saturday, March 14<sup>th</sup>.

**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 February 24, 2009, Special Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**

ADJOURN MAU.

**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

*Majority of a Quorum required for approval*

- **Approval of the Minutes from the February 24, 2009, Special Meeting of the McAlester Public Works Authority. (Cory Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item 3 regarding an award of bid to Keystone Equipment Co., in the amount of \$83,900, for the purchase of one New 2009 Industrial Rubber Tire Backhoe, and authorize the City Manager or his**

designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for this equipment. *(David Medley, Utility Director)*

- Confirm action taken on City Council Agenda Item 4 regarding an award of bid to Grissoms LLC, in the amount of \$36,550.08, for the purchase of two New 2009 Diesel Tractors with Front End Loaders and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for the equipment. *(David Medley, Utility Director)*
- Confirm action taken on City Council Agenda Item 5 regarding authorizing the Mayor to sign a Rental Agreement with GG/MG, Inc., d/b/a Landfill Equipment for a Rex 370 Trash Compactor for the McAlester Landfill in the amount of \$7,500 per month plus delivery cost of \$5,250. *(George Marcangeli, City Engineer/Public Works Director)*
- Confirm action taken on City Council Agenda Item 6 regarding authorizing the Mayor to sign a Municipal Lease Contract, in the amount of \$1,442.45 per month, with Xerox Corporation for two Xerox WORKCENTRE 7675 copiers. *(Mark B. Roath, City Manager)*

ADJOURN MPWA.

RECONVENE COUNCIL MEETING

**ADJOURNMENT**

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**CERTIFICATION**

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

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
February 10, 2009

The McAlester City Council met in regular session on Tuesday, February 10, 2009, at 6:00 P.M. after proper notice and agenda was posted, February 6, 2009, at 3:25 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

- **Scott Walker, Director of Shared Blessings**

**ROLL CALL**

Council Roll Call was as follows:

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

Absent: Donnie Condit & John Browne

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; George Marcangeli, City Engineer/Public Works Director; David Medley, Utilities Director; William J. Ervin, Sr., City Attorney and Cora Middleton, City Clerk

**CITIZENS' COMMENTS ON NON-AGENDA ITEMS**

None

**CONSENT AGENDA**

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

- Place on File Mayor's "State of the City Address" given on Tuesday, January 20, 2009. (Kevin E. Priddle, Mayor)**
- Place on File The Oklahomans for Independent Living Quarterly Report for the months of October, November and December 2008. (Mike Ward, Executive Director)**
- Approval of Claims for January 28, 2009 through February 10, 2009. (Sherry Alessi, Assistant City Financial Officer)** In the following amounts: General Fund - \$78,163.02; Nutrition - \$648.20; Airport Grant - \$32,111.75; SE Expo Center/Tourism Fund - \$6,411.73 and Economic Development - \$282.50.

Miller commented that he and Mr. Mills had recently interviewed with Buff T.V. for an informational series. He commented on the six (6) month plan that had been set up by the Council Sub-Committee and the MEDS committee. He stated that Mr. Mills visited regularly with local industry and that MEDS had worked with the Mayor and City Manager on the King Ranch Property.

Mr. Mills addressed the Council regarding the five (5) goals that had been established for MEDS. He commented that there had been two (2) definite results in the last two (2) months. Mr. Mills added that the biggest problems were finishing the year financially, the need for a shell building and the need for more affordable housing. He commented that in the future the City may have to partner with prospective businesses.

Mayor Priddle indicated that the trip to Florida had not cost the City anything. MEDS paid for the hotel and he had paid for the rest.

Councilman Fiedler stated that Kiamichi Vo-Tech was working on the MEDS website at no cost to the City.

There was no vote.

Councilman Mason arrived at 6:37 P.M.

**3. Presentation of the Cable Changes Affecting Allegiance Communications. (Chris Fiedler, Councilmember and by Allegiance Communications, Sean Hendrix, Vice President of Operations)**

Executive Summary

*This agenda item involves a presentation on new rate changes, fees, and an update on digital TV transition.*

Councilman Fiedler moved to open the discussion of the Cable Changes Affecting Allegiance Communications. The motion was seconded by Councilman Wilkinson.

Sean Hendrix, Vice President of Operations addressed the Council regarding the changes in T.V. and how those changes would affect Allegiance Communications. He commented that these were challenging times with some of the stations switching to digital in February and others waiting on the extended deadline of June 12<sup>th</sup>. He added that Allegiance customers would not be affected by this. Mr. Hendrix stated that Allegiance was expecting an increase of 5.5 % and that amount would not include the broadcast fee. He commented that the local broadcasters had started asking to be paid for the signal they send to the cable company.

Joyce Carlson addressed the Council stating that she did not think the increase was small and she did not think the customers were getting their monies worth.

Mr. Hendrix stated that McAlester borders two (2) designated market areas and they are charging for their signal. He added that those fees were going back to the broadcasters.

Councilman Fiedler commented about some of the problems with service that had been addressed when the contract was renewed. He stated that it appeared that those issues had not

been addressed and there seemed to be a communication problem. He also asked about the possibilities of expansion.

Mr. Hendrix stated that the topic of expansion had been discussed at a meeting with the Mayor and Mr. Roath. He also added that the company had to look at their return on investment to see where they would be able to expand.

There was no vote on this item.

Mayor Priddle stated that the next agenda item required a Public Hearing and he asked for a motion to open the Hearing.

**PUBLIC HEARING**

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

Councilman Fiedler moved to open the Public Hearing, seconded by Councilman Wilkinson.

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Public Hearing was opened at 6:59 P.M.

Steve Harrison addressed the Council expressing his concerns about the wording of Ordinance No. 2312. He stated that it did not contain the information necessary for the public to make an intelligent decision. He added that the proposition was not specific and there were no controls stated in either the ordinance or the proposition. He recommended that the Council slow down and rethink the ordinance.

There were no other comments made regarding the Ordinance by the audience or the Council.

Councilman Fiedler moved to close the Public Hearing. The motion was seconded by Councilman Wilkinson, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 7:05 P.M.

- 4. Consider, and act upon, approval of an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority. (William Ervin, City Attorney)**

Executive Summary

*This agenda item involves an amendment to Ordinance No. 2144 as set forth in said proposal legislation.*

Councilman Fiedler moved to approve Ordinance No. 2312, relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Councilman Mason stated that in the meeting this past Thursday, he had raised the same concerns that Mr. Harrison had just expressed.

There was discussion among the Council and Mr. Ervin regarding the wording, the Councils' intent concerning past expenditures, whether those past expenditures could be identified and that this issue may have been rushed forward without proper planning.

Councilman Mason commented that it might be proper to table this matter for further study and discussion.

Councilman Wilkinson inquired as to when the next election would be available.

Mr. Roath commented that the Council had already adopted the resolution placing this on the ballot and the ordinance was a companion piece. He stated that he was concerned with some clarity with this legislation and some clarity with the proposition itself. He added that it might be to the City's advantage to postpone this for two (2) weeks and allow Mr. Ervin to work with one of the Bond Counsel that the City had used in the recent past. Mr. Roath suggested that Mr. Brooks had worked with Mr. Ervin in the past and that might be someone to consider.

Mayor Priddle stated that the worst thing one wanted to do was to screw up a fix and if the City Manager had a concern with this it might be wise to wait. He then seconded Mr. Mason's motion to table this item until the next Council meeting.

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

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

NAY: None

Mayor Priddle declared the motion carried and the item was tabled.

5. **Consider, and act upon, a standard Contract for Engineering Services and a Work Order with Mehlburger Brawley for professional engineering services on two (2) Economic Development Fund water and sewer extension projects in southeast McAlester. (George Marcangeli, City Engineer/Public Works Director and David Medley, Utility Director)**

Executive Summary

*This agenda item involves approval of a contract and work order for engineering services for two (2) Economic Development Fund utility extension projects along US 69.*

Councilman Mason moved for approval of a standard Contract for Engineering Services and a Work Order with Mehlburger Brawley for professional engineering services on two (2) Economic Development Fund water and sewer extension projects in southeast McAlester. The motion was seconded by Councilman Wilkinson.

Before the vote, George Marcangeli explained that on November 4, 2008, the City Council approved the construction of two (2) water and sewer extension projects from the Economic Development Fund. He stated that the total estimated cost of these projects was \$491,100.00, which included survey, engineering, inspection and construction costs. He added that approximately \$135,550.00 of the total cost was to be paid by the developer for the Village Boulevard sewer project. Mr. Marcangeli stated that the Engineering Division had solicited a proposal from the local engineering firm, Mehlburger Brawley, for the necessary services and the work order, which had been included in the agenda, in the amount of \$62,300.00 would control that particular project.

Councilman Wilkinson asked about the January 15, 2008 date and if the price was still good. Councilman Mason asked if at some point there would be a signed contract with the developer.

Mayor Priddle asked if the City obtained quotes from other firms for the various projects.

Mr. Marcangeli stated that, yes, the City did use other firms at times but if they used the same firm for both projects it would be a lower cost.

Councilman Mason stated that engineering firms used a standard statewide fee curve and there wasn't any particular variance in the fees.

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

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

NAY: None

Mayor Priddle declared the motion carried.

6. **Consider, and act upon, approval of a supplemental agreement (change order) to the existing contract with KATCON, Inc. for construction of AIP Project 3-40-0057-009-2008 at McAlester Regional Airport.** *(George Marcangeli, City Engineer/Public Works Director)*

Executive Summary

*This agenda item involves a supplemental agreement with KATCON.*

Councilman Mason moved for approval of a supplemental agreement (change order) to the existing contract with KATCON, Inc. for construction of AIP Project 3-40-0057-009-2008 at McAlester Regional Airport. The motion was seconded by Councilman Fiedler.

Before the vote, George Marcangeli explained that this was the final housekeeping to finalize this project. He commented this project was basically \$6,000.00 below the projected cost and

would not cost the City any additional money. He added that most of the money had already been reimbursed to the City for this project.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**7. Consider, and act upon, declaring certain City equipment and vehicles as surplus property and authorize the City Manager to hold an auction to sell said items. (Mark Roath, City Manager)**

Executive Summary

*This agenda item involves the City declaring surplus property and sale by auction.*

Councilman Mason moved to approve declaring certain City equipment and vehicles as surplus property and authorize the City Manager to hold an auction to sell said items. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Roath explained how the list was produced and what steps were taken to finalize the list. He commented that funds received from the auction would go back into the General Fund and MPWA. He added that this would help free up space and create some additional funds.

There was discussion among the Council concerning if any of the equipment or vehicles worked, if any of them could be repaired, and if a polygraph could be sold as surplus.

Mr. Ervin commented that the polygraph could be sold as surplus.

Mr. Roath stated that many of the items would cost more to fix than sell and try to replace.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**NEW BUSINESS**

None

**CITY MANAGER'S REPORT**

Mr. Roath commented that this was the first meeting after the new detailed memo that had been sent out to coincide with the agenda and he hoped to continue to do that. He mentioned that on February 23<sup>rd</sup> the new Planning and Community Development Director would come on board. He complimented the new Non-Uniform Pension Plan Committee that had recently been formed.

He informed the Council that Staff was working on the identity theft program and the Council would have something before the deadline. He stated that Staff was working on developing a list of unused City property for the Council to review. Mr. Roath mentioned that the auditors would be wrapping up their in-house work this week for the last fiscal year audit. He stated that the Mid-Year Budget Amendment that the Council had received would be on the agenda for the next Council meeting. He mentioned that the Fire Chief had recently promoted Eric Giles to EMS Instructor and Alfred Bennett to Driver/Operator. He added that the Police Chief had promoted Wendell Henry to Lieutenant and Greg Read to Sergeant.

Mr. Roath stated that the police department was to meet tomorrow with Devon Energy about the Wise Eyes Program and the Stormwater Utility Program Ordinance had been drafted and the City Attorney's Office was reviewing it. He hoped to have it on the next agenda for Council consideration.

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

Vice-Mayor Garvin stated that the Fifth Ward meeting was set for next Tuesday, February 17<sup>th</sup> at the Whistle Stop Bistro in North Town at 6:00 P.M.

Councilman Mason commented on the proposed reward for information about vandalism that had been mentioned in Mr. Roath's report.

Mayor Priddle stated that he had spoken with the City Manager about this and discussed having Crime Stoppers do this.

Councilman Fiedler thanked the City Manager and Department Heads for the list of surplus items.

Councilman Wilkinson thanked the City staff for cleaning up the streets in 4<sup>th</sup> Ward along west Electric.

Mayor Priddle congratulated Emerson Elementary School for their Second Place Oklahoma Academic Award. He stated that the students had earned an API of 1408 out of 1500. He mentioned that the upgrade to the water treatment plant should be completed by this Friday, ten days ahead of schedule. He added that he had toured the East Waste Water Treatment Plant with David Medley and some representatives from Boren's and Inhofe's offices. He commended the staff for the excellent shape the facility was in. He stated that he had wanted to impress on those representatives staff members that the facility was running at about 90% capacity and the additional hotels would add to the strain on the facility. Mayor Priddle commented on the progress that PSO was making on the street lights and encouraged citizens to report any outages. He remarked about the life size cattle drive on Highway 69 by the McAlester Campus of Eastern Oklahoma State College. He added that it was part of the beautification effort and it had been donated by Gary and Ruyanna Fugitt.

### **RECESS COUNCIL MEETING**

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

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:49 P.M.

#### RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:50 P.M.

Mayor Priddle asked for a motion to recess the Regular Meeting for an Executive Session.

Councilman Wilkinson moved to recess the Regular Meeting for an Executive Session to discuss the current status of the collective bargaining negotiations with the IAFF and FOP, in accordance with Title 25, Section 307.B.2; to discuss appraisal of the tract formerly known as "The King Ranch", in accordance with Title 25, Section 307.B.3, and to discuss pending litigation involving Joyce Ramsey, in accordance with Title 25, Section 307.B.4. The motion was seconded by Vice-Mayor Garvin.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Regular Meeting was recessed at 7:51 P.M.

#### **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) – Discussion concerning current status of the collective bargaining negotiations with the IAFF and FOP.
- Section 307 (B) (3) – Discussion concerning appraisal of tract formerly known as "The King Ranch".
- Section 307 (B) (4) – Discussion concerning pending litigation involving Joyce Ramsey.

#### **RECONVENE INTO OPEN SESSION**

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

The Regular Meeting was reconvened at 8:39 P.M.

Mayor Priddle stated that the Council had gone into Executive Session to discuss the current status of the collective bargaining negotiations with the IAFF and FOP, in accordance with Title 25, Section 307.B.2; to discuss appraisal of the tract formerly known as "The King Ranch", in accordance with Title 25, Section 307.B.3, and to discuss pending litigation involving Joyce Ramsey, in accordance with Title 25, Section 307.B.4., only those matters had been discussed and no action had been taken.

**ADJOURNMENT**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:39 P.M.

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

ATTEST:

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

Council Chambers  
Municipal Building  
February 24, 2009

The McAlester City Council met in a special session on Tuesday, February 24, 2009, at 5:30 P.M. after proper notice and agenda was posted February 20, 2009, at 4:00 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

**Mayor Kevin E. Priddle**

**ROLL CALL**

Council Roll Call was as follows:

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

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

**SCHEDULED BUSINESS**

- 1. Consider, and act upon Resolution rescinding that resolution enacted February 4, 2009, Authorizing the calling and holding of a Special Election in the City of McAlester, County of Pittsburg, State of Oklahoma, on Tuesday, April 7, 2009, for the purpose of submitting to the Qualified Electors of the City of McAlester, Oklahoma, the Question of their approval or rejection of Ordinance No. 2312 relating to the City Sales Tax; and canceling the Election therein authorized to be conducted by the Pittsburg County Election Board. (William J. Ervin, City Attorney)**

Mayor Priddle explained that the Ordinance related to this item had been tabled at the previous Regular Council Meeting because of questions concerning language in the Ordinance. He added that the members of the Council Sub-Committee, Mr. Roath and Allan Brooks had a very productive meeting regarding this matter and at that time the Council Sub-Committee had felt that it would be prudent to cancel the April 7, 2009 election and allow time for further study to be done. He then read the title to the Resolution.

Councilman Browne moved to approve RESOLUTION NO. 09-02, cancelling the April 7, 2009 election. The motion was seconded by Councilman Condit.

Before the vote, Mr. Roath stated that Mr. Brooks would be working on the legislation for the election and it would be brought to the Council soon.

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

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

Mayor Priddle declared the motion carried.

**ADJOURNMENT**

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

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

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

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

ATTEST:

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

**CLAIMS FROM FEB. 25, 2009  
THRU  
MARCH 10, 2009**

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00200 ADAMS TRUE VALUE	I-125413	01 -5542203	REPAIRS & MAI PARTS FOR SPRAYERS	045149	90.50
01-A00450 AM LEONARD INC.	I-C10907610	01 -5542204	SMALL TOOLS SMALL TOOLS/PARKS DEPT	045150	569.15
01-A00500 AMERICAN MUNICIPAL SERV	I-3474	01 -5213317	COLLECTION SE OUTSTANDING FINE COLLECTI	045151	293.59
01-A00759 AT & T	I-08-23928	01 -5215323	DAMAGES LINE REPAIR @ 416 E HARRI	045152	709.32
01-A00770 AUTO PARTS CO	I-35435	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	273.69
	I-835177	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	228.68
	I-835186	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	30.13
	I-835202	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	34.79
	I-835223	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	276.12
	I-835224	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	20.63
	I-835379	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	204.90
	I-835381	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	87.37
	I-835383	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	68.80
	I-835431	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	150.14
	I-835436	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045153	7.07
01-B00110 BARRETT'S AUTO PRODUCTS	I-36188	01 -5865202	OPERATING SUP BLUE JERSEY GLOVES	045154	55.20
	I-36188	01 -5865202	OPERATING SUP SPLIT LEATHER GLOVES	045154	93.60
01-B00200 BEN MEADOWS CO.	I-1012841729	01 -5542202	OPERATING SUP CHAINSAW CHAPS	045157	320.01
	I-1012917556	01 -5542202	OPERATING SUP CHAINSAW CHAPS	045157	3.50
01-B00241 BIG BALLER'S PRO SHOP	I-6603	01 -5542202	OPERATING SUP TENNIS BALS/SUMMER TENNIS	045158	456.96
01-B00490 BRIGGS PRINTING	I-54756	01 -5652317	ADVERTISING & BUSINESS CARDS	045159	68.50
	I-R54001-3	01 -5212202	OPERATING SUP WINDOW ENVELOPES	045159	29.54
	I-R54001-3	01 -5213202	OPERATING SUP WINDOW ENVELOPES	045159	177.18
	I-R54001-3	01 -5431202	OPERATING SUP WINDOW ENVELOPES	045159	118.12
	I-R54001-3	01 -5653202	OPERATING SUP WINDOW ENVELOPES	045159	29.54
01-C00100 CLEET	I-08-24000	01 -5213336	FEES LAW ENFORCEMENT TRAINING	045161	5,671.96
01-C00499 UNITED FUEL & ENERGY/CL	I-R113137-IN	01 -5862205	PETROLEUM PRO ANTI FREEZE/55 GAL.	045162	533.50
	I-R113137-IN	01 -5862205	PETROLEUM PRO GEAR OIL/55GAL.	045162	513.15

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000499 UNITED FUEL & ENERGY/CL	continued				
	I-R113137-IN	01 -5862205	PETROLEUM PRO MP ATF OIL/55 GAL.	045162	451.00
	I-R113137-IN	01 -5862205	PETROLEUM PRO ROTELLA 15W40 OIL/50 GAL.	045162	659.10
	I-R113137-IN	01 -5862205	PETROLEUM PRO UNIV TRANS. HYD OIL/55 GA	045162	1,850.00
01-000840 CRAWFORD & ASSOCIATES					
	I-4069	01 -5215302	CONSULTANTS PROFESSIONAL SERVICES	045163	450.00
	I-4070	01 -5214302	CONSULTANTS/L CONSULTING SERVICES-OTHER	045163	3,820.00
	I-4070	01 -5215301	AUDITING CONSULT SERV-FINANCIAL ST	045163	100.00
	I-4070	01 -5215302	CONSULTANTS CONSULT SERV-BUDGET ASSIS	045163	600.00
	I-4070	01 -5215302	CONSULTANTS CONSULTING SERVICES-EXPEN	045163	144.39
01-000848 CRYSTIE LEIGH WESLEY					
	I-08-23941	01 -5542308	CONTRACTED SE SCOREKEEPER FEES- 3 GAMES	045165	24.00
01-000330 DEPT. OF PUBLIC SAFETY					
	I-04-2905687	01 -5321308	CONTRACTED SE TELETYPE RENTALS	045167	350.00
01-000520 DOERNER, SAUNDERS,					
	I-134351	01 -5214302	CONSULTANTS/L GENERAL EMPLOYMENT ISSUES	045168	690.91
01-000539 DONALD E. BROWN JR					
	I-08-23948	01 -5542308	CONTRACTED SE REFEREE FEES - 6 GAMES	045169	120.00
01-000600 DONNA M. CREWS					
	I-08-23821	01 -5542308	CONTRACTED SE BS SCOREKEEPER FEES-14 GA	045170	112.00
	I-08-23943	01 -5542308	CONTRACTED SE SCOREKEEPER FEES-26 GAMES	045170	208.00
01-000266 ERVIN & ERVIN ATTORNEYS					
	I-08-24007	01 -5214302	CONSULTANTS/L MARCH RETAINER	045171	2,500.00
	I-08-24007	01 -5214302	CONSULTANTS/L COPY FEES	045171	36.30
01-000040 FEDERAL EXPRESS CORP.					
	I-9-095-58833	01 -5210331	EMPLOYEE TRAV OVERNIGHT PKG CANDIDATES	045172	30.05
	I-9-095-58833	01 -5211202	OPERATING SUP OVERNIGHT PKG CANDIDATES	045172	23.11
	I-9-095-58833	01 -5652202	OPERATING SUP OVERNIGHT PKG CANDIDATES	045172	61.85
01-000170 FIRST NATIONAL BANK					
	I-MARCH 09/08-23411	01 -5865510	CAPITAL LEASE LEASE 121 ROAD GRADER	045173	3,091.80
01-000290 FOX VALLEY SYSTEMS, INC					
	I-10016439	01 -5865218	STREET RE-SUR 2 CASHS WHITE PAINT	045174	79.00
	I-10016439	01 -5865218	STREET RE-SUR FREIGHT	045174	22.57
01-000131 GARY CRAWLEY					
	I-08-23995	01 -5211202	OPERATING SUP AUCTION SERVICE FOR CITY	045176	500.00
01-000003 H & R ENTERPRISES					
	I-11	01 -5652319	DEMOLITION DEMOLITION-1207 W STONEWA	045179	575.00

PACKET: 04100 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800003 H & H ENTERPRISES	continued				
	I-11	01 -5650219	DEMOLITION DEMOLITION-514 W CHEROKEE	045179	480.00
01-100110 IMPRESS OFFICE SUPPLY					
	I-027006	01 -5652202	OPERATING SUP BLANKET FOR OFFICE SUPPLI	045182	10.78
	I-027043	01 -5652202	OPERATING SUP BLANKET FOR OFFICE SUPPLI	045182	8.98
	I-027056	01 -5321202	OPERATING SUP BLANKET PO MISC: SUPPLIES	045182	13.27
	I-027086	01 -5652202	OPERATING SUP BLANKET FOR OFFICE SUPPLI	045182	96.40
	I-027410	01 -5211200	OPERATING SUP OFFICE SUPPLIES	045182	134.86
	I-027414	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045182	13.40
	I-027437	01 -5652202	OPERATING SUP BLANKET FOR OFFICE SUPPLI	045182	73.98
	I-027448	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045182	16.73
	I-027472	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045182	8.99
	I-027473	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045182	21.80
	I-27018	01 -5431202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045182	75.59
	I-27056	01 -5431202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045182	13.27
	I-27060	01 -5431202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045182	22.56
	I-27124	01 -5431202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045183	14.75
	I-27155	01 -5431202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045183	10.41
	I-27346	01 -5431202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045183	41.99
01-100120 INCODE					
	I-74,793	01 -5225349	INCODE SOFTWA NETWORK SUPPORT	045184	300.00
01-100140 INDIAN NATION WHOLESALE					
	I-4844005	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045185	165.84
01-360110 JACKIE BRANNON CORR. CT					
	I-P159	01 -5542308	CONTRACTED SE MONTHLY CHG/INMATE CREW	045186	109.60
01-K00005 K-BAR CO CONSTRUCTION					
	I-2684	01 -5863203	REPAIR & MAIN CRANE SERVICE @ LAKE MCAL	045188	2,670.00
01-K00101 KEITH A. BARNES					
	I-08-23944	01 -5542308	CONTRACTED SE REFEREE FEES- 3 GAMES	045189	60.00
01-K00170 KEVIN RUSHING					
	I-08-23947	01 -5542308	CONTRACTED SE REFEREE FEES - 9 GAMES	045190	180.00
01-L00067 LABORATORY CONSULTANT S					
	I-023112	01 -5653348	DRUG TESTING MONTHLY RANDOM DRUG TESTI	045192	150.00
	I-023113	01 -5653348	DRUG TESTING MONTHLY RANDOM DRUG TESTI	045192	100.00
	I-023185	01 -5653348	DRUG TESTING MONTHLY RANDOM DRUG TESTI	045192	50.00
01-L00170 LAW ENFORCEMENT SYS., I					
	I-199064	01 -5321202	OPERATING SUP CITATIONS	045193	894.00
01-L00428 LOWE'S CREDIT SERVICES					
	I-01080.	01 -5548203	REPAIRS & MAI MATERIAL FOR REPAIRS	045194	436.40

PACKET: 04190 CLAIMS FOR 3/30/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100428 LOWE'S CREDIT SERVICES	continued				
	I-01903.	01 -5548203	REPAIRS & MAI MATERIAL FOR REPAIRS	045194	163.99
	I-06396	01 -5548203	REPAIRS & MAI MATERIAL FOR REPAIRS	045194	22.97
	I-07312	01 -5565204	SMALL TOOLS TOOLS FOR STREET DIVISION	045194	711.84
	I-08948	01 -5548203	REPAIRS & MAI MATERIAL FOR REPAIRS	045194	132.09
	I-09223.	01 -5548203	REPAIRS & MAI MATERIAL FOR REPAIRS	045194	177.65
	I-09412	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045194	76.02
	I-09438	01 -5548203	REPAIRS & MAI MATERIAL FOR REPAIRS	045194	22.97
	I-09578	01 -5548203	REPAIRS & MAI MATERIAL FOR REPAIRS	045194	70.99
	I-13108.	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045194	101.76
	I-13123	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045194	232.04
01-100453 LYNN ELLIS					
	I-6604	01 -5542319	MISCELLANEOUS ROOF REPAIRS @ SBC	045196	5,565.00
01-M00095 MOY TIRE					
	I-34290	01 -5862203	REPAIRS & MAI REPLACE HEATER CORE	045197	750.00
01-M00340 MRM RESOURCES INC.					
	I-125A10105839	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FEE	045198	105.00
	I-125A10107525	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FEE	045198	105.00
01-M00020 MC CLAIMS LUMBER CO.					
	C-901120841	01 -5865218	STREET RE-SUR FORMING MATERIALS	045200	63.50-
	C-001120878	01 -5865218	STREET RE-SUR FORMING MATERIALS	045200	1,499.30-
	I-001113199	01 -5865218	STREET RE-SUR CONCRETE SUPPLIES	045200	17.98
	I-001120682	01 -5865218	STREET RE-SUR CONCRETE SUPPLIES	045200	21.54
	I-001120834	01 -5865218	STREET RE-SUR FORMING MATERIALS	045200	677.97
	I-001120835	01 -5865218	STREET RE-SUR FORMING MATERIALS	045200	1,964.92
	I-001120844	01 -5865218	STREET RE-SUR FORMING MATERIALS	045200	1,837.50
01-M00140 MCALESTER PAINT & SUPPL					
	I-025037	01 -5542203	REPAIRS & MAI PAINT & SUPPLIES	045201	300.00
	I-025037-	01 -5542203	REPAIRS & MAI PAINT/OFFICE @ STIPE CNT	045201	76.63
01-M00169 MCALESTER REG HEALTH					
	I-CITYLAB 2-2-09	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTING	045202	86.00
01-M00206 MCALESTER WELDING SUPPL					
	I-924463	01 -5862203	REPAIRS & MAI WELDING SUPPLIES	045203	62.50
	I-924475	01 -5862203	REPAIRS & MAI WELDING SUPPLIES	045203	437.50
01-M00150 NATIONAL REGISTRY OF EX					
	I-08-23985	01 -5491330	DUES & SUBSCR EMT RENEWAL REGISTRATION	045204	370.00
01-M00250 MCALESTER NEWS CAPITAL					
	I-01565720	01 -5212317	ADVERTISING & PUBLICATION FOR UTILITIES	045205	93.55
	I-02561960	01 -5212317	ADVERTISING & BID PUBLICATION-UTILITIES	045205	38.86
	I-02561961	01 -5212317	ADVERTISING & BID PUBLICATION-UTILITIES	045205	36.83

FACTORY: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00050 MCALISTER NEWS CAPITAL	continued				
	I-02562449	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	045205	11.25
	I-02562480	01 -5212317	ADVERTISING & UTILITIES DEPT PUBLICATIONS	045205	18.75
	I-08-23940	01 -5211530	DUES & SUBSCR AUCTION AD-CITY SURPLUS	045205	423.00
	I-JAN 2009	01 -5653317	ADVERTISING & EMPLOYMENT ADS	045205	57.30
01-000358 OKLA. ST. DEPT. OF HEAL					
	I-08-23984	01 -5431330	DUES & SUBSCR EMT RENEWAL REGISTRATION	045207	420.00
01-000410 OKLA. STATE UNIVERSITY					
	I-08-23883	01 -5211331	EMPLOYEE TRAV OK MUN CLERK & TREAS INST	045208	360.00
	I-08-23883	01 -5212331	EMPLOYEE TRAV OK MUN CLERK & TREAS INST	045208	360.00
01-000500 OIL-OK INDEPENDENT LIVE					
	I-MARCH 09/08-22151	01 -5215355	OIL-OK FOR IN MONTHLY AGREEMENT FEE	045209	2,000.00
01-000530 OML-OK MUNICIPAL LEAGUE					
	I-016582	01 -5101330	DUES & SUBSCR 2009/2010 OK CONF	045211	305.00
01-000595 OSBI					
	I-08-24001	01 -5213336	FEES AFIS - FEB	045212	3,095.46
	I-08-24001	01 -5213336	FEES FORENSIC - FEB	045212	3,011.50
01-000642 PACIFIC TELEMANAGEMENT					
	I-98032	01 -5215315	TELEPHONE UTI PAY PHONE @ STIPE CENTER	045213	75.00
01-000250 PETTY CASH					
	I-08-23990	01 -5210331	EMPLOYEE TRAV PLAN COM DEV - LUNCH	045214	23.02
	I-08-23990	01 -5213202	OPERATING SUP CLEANING SUPPLIES	045214	23.53
	I-08-23990	01 -5321331	EMPLOYEE TRAV TOLL - OKC SCHOOL	045214	3.50
	I-08-23990	01 -5431331	EMPLOYEE TRAV EMS INSTRUCTOR SCHOOL	045214	126.61
	I-08-23990	01 -5542331	EMPLOYEE TRAV OKC - SEMINAR - OML	045214	11.19
01-000310 PITNEY BOWES					
	I-08-22903	01 -5215312	EQUIPMENT REN POSTAGE FOR METER	045215	2,500.00
	I-3127966-FB09	01 -5215312	EQUIPMENT REN RENTAL EQUIPMENT	045215	2,160.00
01-000313 PITNEY BOWES					
	I-300308	01 -5215312	EQUIPMENT REN MOVED MAILING MACHINE	045216	514.00
01-000350 PB COUNTY TAG AGENCY					
	I-08-23931	01 -5321302	OPERATING SUP TAG & TITLE 99 CHEV	045217	25.00
01-000017 QUALITY JANITORIAL SUPP					
	I-002936	01 -5542203	REPAIRS & MAI MONTHLY JANITORIAL SUPPLI	045219	392.25
	I-002941	01 -5542203	REPAIRS & MAI MONTHLY JANITORIAL SUPPLI	045219	48.95
	I-002946	01 -5542203	REPAIRS & MAI MONTHLY JANITORIAL SUPPLI	045219	48.95
01-000210 RED RIVER SPECIALIST, I					

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00310	RED RIVER SPECIALIST, I		continued			
		I-239731	01 -5547206	MAJOR CHEMICA HERBICIDES FOR CEMETERY	045220	975.00
01-R00300	RICHARD KUSHING					
		I-08-03946	01 -5542308	CONTRACTED SE REFEREE FEES - 15 GAMES	045221	300.00
01-R00360	RICKY S HACKLER					
		I-08-03946	01 -5542308	CONTRACTED SE REFEREE FEES- 8 GAMES	045222	160.00
01-900642	SPECIAL OPS UNIFORMS, I					
		I-715149	01 -5321007	CLOTHING ALLO UNIFORMS, EQUIP/NEW RECRU	045224	1,105.34
		I-715179	01 -5321207	CLOTHING ALLO UNIFORMS, EQUIP/NEW RECRU	045224	146.28
01-S00725	STAPLES CREDIT PLAN					
		I-22176	01 -5213202	OPERATING SUP SUPPLIFS	045227	208.96
		I-80489	01 -5213202	OPERATING SUP SUPPLIFS	045227	90.99
01-S00726	STAPLES BUSINESS ADVANT					
		I-81150	01 -5652202	OPERATING SUP OFFICE SUPPLIES	045228	170.12
		I-82195	01 -5210202	OPERATING SUP OFFICE SUPPLIES	045228	177.98
		I-82464	01 -5652202	OPERATING SUP OFFICE SUPPLIES	045228	56.07
		I-82565	01 -5321002	OPERATING SUP SUPPLIFS: CD'S ETC	045228	25.46
		I-82987	01 -5652202	OPERATING SUP OFFICE SUPPLIES	045228	264.96
01-S00770	STATEWIDE COMMUNICATION					
		I-1408	01 -5863203	REPAIR & MAIN REPAIR UNIT 81	045229	255.00
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-10048	01 -5214302	CONSULTANTS/L CITY OF MCALESTER VS	045230	225.00
01-T00058	BIZTEL					
		I-3373	01 -5212202	OPERATING SUP MOVE CORA'S PHONE & FAX	045231	115.49
		I-3373	01 -5215315	TELEPHONE UTI MOVE FAX LINE	045231	106.25
		I-3376	01 -5211202	OPERATING SUP MOVE SHERRY'S PHONE	045231	95.00
		I-3391	01 -5215316	REPAIRS & MAI OFFICE PHONE SET UP	045231	106.25
01-T00217	THE ST. PAUL COMPANIES					
		I-000308296	01 -5215323	DAMAGES DEDUCTIBLE - CORABI	045232	15,000.00
		I-000308296	01 -5215323	DAMAGES DEDUCTIBLE - ROSS	045232	5,000.00
01-T00408	TONYA M BARNES					
		I-08-23940	01 -5542308	CONTRACTED SE SCOREKEEPER FEES-17 GAMES	045233	136.00
01-T00540	TREATS SOLUTIONS INC					
		I-001961	01 -5542316	REPAIRS & MAI REPAIRS TO BUFFER @ STIPE	045234	191.81
01-T00630	TWIN CITIES READY MIX					
		I-27762	01 -5542203	REPAIRS & MAI 1 YRD CONCRETE	045235	143.00

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000025 U S FOOD SERVICE					
	I-04134860	01 -5544200	OPERATING SUP COOLER FOR CONCESSION	045236	1,354.11
01-000106 UNITED LAB.					
	I-04463	01 -5862203	REPAIRS & MAI LUBRICANTS FOR FLEET MAIN	045237	1,177.80
01-000180 UNITED SAFETY & CLAIMS					
	I-08-03961	01 -5015106	WORKMAN'S COM WORKERS COMP	045238	9,469.96
	I-0400	01 -5215106	WORKMAN'S COM SERVICE FEE - MARCH 2009	045239	1,175.00
01-000370 VERMEER GREATPLAINS INC					
	I-05016188	01 -5862203	REPAIRS & MAI TRENH & BELTS/ STUMP CUTT	045240	281.68
01-000040 WALMART COMMUNITY BRC					
	C-02266	01 -5542202	OPERATING SUP OPEN PO MISC OPERATING	045241	9.88-
	I-01131	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045241	73.79
	I-01501	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045241	25.32
	I-01664	01 -5653202	OPERATING SUP OFFICE INK & SUPPLIES	045241	19.73
	I-01875	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045241	24.34
	I-01968	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045241	58.19
	I-02798	01 -5542202	OPERATING SUP OPEN PO MISC OPERATING	045241	69.88
	I-03082	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045242	22.00
	I-04164	01 -5542202	OPERATING SUP OPEN PO MISC OPERATING	045242	141.28
	I-04853	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045242	78.88
	I-05141	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045242	60.24
	I-06538	01 -5542202	OPERATING SUP OPEN PO MISC OPERATING	045242	81.99
	I-07484	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045242	92.77
	I-08075	01 -5431202	OPERATING SUP BLANKET PO/SUPPLIES	045242	24.85
01-000072 WARREN CAT					
	I-PS100294224	01 -5862203	REPAIRS & MAI CUTTING EDGE/BACKHOE BUCK	045243	750.40
01-000270 WHITE ELECTRICAL SUPPLY					
	I-232783	01 -5542202	OPERATING SUP ELECTRICAL ITEMS	045244	490.15
01-X00020 XEROX CORP-MAJOR ACCOUN					
	I-038942409	01 -5215312	EQUIPMENT REN XEROX LEASE	045245	1,116.29
		FUND 01 GENERAL FUND	TOTAL:		103,362.52

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SFT: 01

FUND : 00 MEWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ACC103	ACCURATE LAWS & MINING	I-9A15036	02 -5974304	LAB TESTING TESTING	045147	2,720.00
01-800110	BARRETT'S AUTO PRODUCTS	I-36187	02 -5864202	OPERATING SUP BLUE JERSEY GLOVES	045154	41.40
		I-36189	02 -5866202	OPERATING SUP SAFETY VEST	045154	100.00
01-800150	BEALES GOODYEAR TIRES	I-MC-160560	02 -5862203	REPAIRS & MAI 2 FRONT TIRES FOR SW-1	045155	907.00
01-800180	BEMAC SUPPLY	I-S1436404.001	02 -5973203	REPAIRS & MAI 6" & 4" CHECK VALVE	045156	1,207.23
		I-S1439240.001	02 -5864203	REPAIRS & MAI DISCHARGE HOSE FLEXIBLE	045156	596.16
01-800490	BRIGGS PRINTING	I-R54001-3	02 -5866202	OPERATING SUP WINDOW ENVELOPES	045159	118.12
01-CC0010	C & B FORM SHOP	I-7082	02 -5216202	OPERATING SUP VALIDATOR PAPER	045160	100.00
		I-7082	02 -5216202	OPERATING SUP VALIDATOR PAPER/SHIPPING	045160	20.74
01-F00310	FRONTIER INTNL. TRUCKS	I-759700	02 -5862203	REPAIRS & MAI SPRING, BRACKET, KIT	045175	1,486.37
01-H00100	HAYNES EQUIPMENT, LLC	I-S4396-IN	02 -5973203	REPAIRS & MAI GORMAN-RUPP PUMP PARTS	045180	777.42
01-H00245	HOWARD PARTS DIST. CENT	I-1266026	02 -5862203	REPAIRS & MAI RADIATOR & BELT FOR W-13	045181	1,203.15
01-IB0110	IMPRESS OFFICE SUPPLY	I-027488	02 -5216202	OPERATING SUP BLACK CARTRIDGE	045182	34.99
01-L00428	LOWE'S CREDIT SERVICES	I-99378	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045194	15.28
		I-09443	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045194	74.05
01-L00429	LOVE BOTTLING CO.	I-81002736	02 -5972316	REPAIRS & MAI DISTILLED WATER FOR TEST	045195	27.00
01-M00591	MOSS TRUCKING SERVICE	I-3403	02 -5864203	REPAIRS & MAI HAULING 50 LOADS OF DIRT	045199	3,000.00
01-000275	OKLA DEPT OF COMMERCE	I-MARCH 09/08-21572	02 -5267501	CDBG LOAN #89 CDBG-EDIF #6908 ECON. DEV	045106	1,145.83
01-000523	OKLA.WATER RESOURCES BC	I-2008 ANNUAL	02 -5974330	DUES & MAINTN ANNUAL WTR RIGHT ADMIN FE	045210	180.00



PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00200	ADAMS TRUE VALUE					
		I-133069	03 -5876208	LAND MAINTENA CHEMICALS GROUND PRE EXM	045149	1,910.79
01-900170	FIRST NATIONAL BANK					
		I-MARCH 09/08-21571	03 -5876511	FNB LOAN #119 LOAN#119817 AIRPORT AUTH	045173	2,510.00
01-002340	JIM WOOD REFRIGERATION					
		I-09-9815	03 -5876316	REPAIRS & MAI EMERGENCY REPAIRS	045187	664.04
01-800171	STANDARD SIGN, INC.					
		I-30090	03 -5876203	REPAIRS & MAI NEW SIGNS FOR RUNWAY	045226	1,639.19
			FUND	03 AIRPORT AUTHORITY	TOTAL:	6,713.52

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SRT: 01

FUND : 08 NUTRITION

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002213 DEBBIE COMPTON					
	I-08-23970	08 -5549306	CONTRACT SERV REIMBURSEMENT OF MILEAGE	045166	108.90
	I-08-23971	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045166	135.00
01-000220 KENNETH EUGENE CARR					
	I-08-23967	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	045177	123.75
01-000156 KENNETH BAKER					
	I-08-23968	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045191	135.00
	I-08-23969	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	045191	100.10
		FUND 08 NUTRITION		TOTAL:	602.75

PACKET: 24190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000460	GREEN COUNTRY ELECTRIC					
		1-08-03905	28 -5654316	REPAIRS & MAI OVEN REPAIR	045278	263.10
01-000110	JACKIE BRANNON CORR. CT					
		1-F168	28 -5654308	CONTRACT SERV INMATE LABOR JAN 2009	045186	147.37
01-000360	MCALISTER NEWS CAPITAL					
		1-01565476	28 -5654317	ADVERTISING & BID PUBLICATION-EXPO	045005	36.05
01-000040	WALMART COMMUNITY BRC					
		1-017280	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	045241	6.85
		1-018970	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	045241	4.11
		1-025313	28 -5654210	CONCESSION SU HOSPITALITY SUPPLIES	045241	220.04
		1-025580	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	045241	171.10
		1-027113	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045241	211.86
		1-028140	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045241	129.12
		1-028371	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045241	28.66
FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:						1,218.56

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AD0190	ADA PAPER CO.					
		1-231402	29 -5324202	OPERATING SUP 8 1/2 X 11 COPY PAPER	045148	254.08
01-C00647	CRYSTAL DATA					
		1-178508	29 -5324202	OPERATING SUP INK CARTRIDGES/51645A	045164	262.08
		1-178508	29 -5324202	OPERATING SUP INK CARTRIDGES/C6578DN	045164	175.95
		1-178508	29 -5324202	OPERATING SUP INK CARTRIDGES/SHIPPING	045164	6.96
			FUND	29 E-911	TOTAL:	699.07

PACKET: 04190 CLAIMS FOR 3/10/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000275 OKLA DEPT OF COMMERCE					
	I-MARCH 09/08-21344	30 -6211610	CDBG / EDIF D CDBG-EDIF CONT. #12248 ED	045006	382.50
		FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		382.50
REPORT GRAND TOTAL:					127,868.83

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

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01-5010330	DUES & SUBSCRIPTIONS	308.00	21,026	253.47		
	01-5010320	OPERATING SUPPLIES	177.98	5,500	1,219.57		
	01-5010331	EMPLOYEE TRAVEL & TRAININ	53.07	3,000	1,844.04		
	01-5010302	OPERATING SUPPLIES	403.91	6,050	1,694.16		
	01-5010330	DUES & SUBSCRIPTIONS	423.00	1,500	1,352.00		
	01-5010331	EMPLOYEE TRAVEL & TRAININ	360.00	5,000	1,971.41		
	01-5010302	OPERATING SUPPLIES	145.03	7,400	1,019.57		
	01-5010317	ADVERTISING & PRINTING	198.94	5,000	2,340.87		
	01-5010331	EMPLOYEE TRAVEL & TRAININ	360.00	7,246	0.35		
	01-5010320	OPERATING SUPPLIES	500.66	3,000	493.95		
	01-5210336	FEES	11,778.92	122,000	44,057.47		
	01-5210337	COLLECTION SERVICES	293.59	20,000	16,466.55		
	01-5010302	CONSULTANTS/LABOR RELATION	7,272.21	119,965	35,396.17		
	01-5010306	WORKMAN'S COMP	10,644.96	233,525	9,182.48		
	01-5010301	AUDITING	120.00	25,000	7,226.28		
	01-5010302	CONSULTANTS	1,194.39	40,000	2,124.41		
	01-5010312	EQUIPMENT RENTALS	6,290.29	50,806	20,713.67		
	01-5010315	TELEPHONE UTILITY	181.25	71,628	28,424.65		
	01-5010316	REPAIRS & MAINTENANCE	106.25	6,000	5,494.69		
	01-5010323	DAMAGES	20,709.30	80,000	13,813.43		
	01-5010355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	0.00		
	01-5220349	INCOME SOFTWARE MAINTENANC	200.00	27,400	1,721.00		
	01-5321202	OPERATING SUPPLIES	957.73	15,000	7,715.40		
	01-5321207	CLOTHING ALLOWANCE	1,251.62	20,290	114.37		
	01-5321308	CONTRACTED SERVICES	350.00	20,683	11,677.85		
	01-5321331	EMPLOYEE TRAVEL & TRAININ	3.50	12,000	4,208.17		
	01-5431202	OPERATING SUPPLIES	757.07	27,300	5,282.81		
	01-5431330	DUES & SUBSCRIPTIONS	690.00	13,000	7,389.00		
	01-5431331	EMPLOYEE TRAVEL & TRAININ	126.61	12,000	1,036.29		
	01-5542202	OPERATING SUPPLIES	2,151.55	48,000	27,687.90		
	01-5542203	REPAIRS & MAINT SUPPLIES	992.38	26,000	1,531.19		
	01-5542204	SMALL TOOLS	569.15	3,000	1,321.29		
	01-5542308	CONTRACTED SERVICES	1,409.62	25,000	9,074.41		
	01-5042316	REPAIRS & MAINTENANCE	191.81	20,000	10,272.62		
	01-5042319	MISCELLANEOUS	5,565.00	22,000	14,440.82		
	01-5542331	EMPLOYEE TRAVEL & TRAININ	11.19	2,500	1,427.19		
	01-5044202	OPERATING SUPPLIES	1,354.11	8,000	2,488.44		
	01-5047006	MAJOR CHEMICALS	975.00	2,300	161.70		
	01-5048003	REPAIRS & MAINTENANCE SUPP	979.03	40,000	8,100.59		
	01-5050202	OPERATING SUPPLIES	745.14	5,200	1,165.30		
	01-5050317	ADVERTISING & PRINTING	68.50	3,000	2,379.55		
	01-5052319	DEMOLITION	1,025.00	23,000	13,273.00		
	01-5053202	OPERATING SUPPLIES	49.27	2,500	700.63		
	01-5053317	ADVERTISING & PRINTING	57.38	4,000	587.41		
	01-5053340	DRUG TESTING & MISC. FEES	596.00	8,000	3,132.25		

\*\* C/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	2008-2009 YEAR TOTALS		2008-2009 YEAR TOTALS	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5862003	REPAIRS & MAINT SUPPLIES	4,644.00	170,670	15,836.45		
01	-5862005	PETROLEUM PRODUCTS	3,986.95	425,000	187,764.35		
01	-5863003	REPAIR & MAINT SUPPLIES	2,905.00	50,000	39,578.39		
01	-5865002	OPERATING SUPPLIES	148.80	3,000	911.13		
01	-5865004	SMALL TOOLS	211.84	2,500	816.68		
01	-5865214	STREET RE-SURFACING	3,058.58	173,000	19,191.56		
01	-5865510	CAPITAL LEASE	3,091.82	37,101	0.00		
02	-5216002	OPERATING SUPPLIES	155.73	14,385	622.91		
02	-5216317	POSTAGE	9,000.00	50,000	18,500.00		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	0.04		
02	-5862003	REPAIRS & MAINT SUPPLIES	4,655.32	239,200	34,446.86		
02	-5864202	OPERATING SUPPLIES	126.90	8,500	723.51		
02	-5864203	REPAIRS & MAINT SUPPLIES	3,596.16	31,500	3,958.96		
02	-5866202	OPERATING SUPPLIES	294.62	2,000	195.35		
02	-5973203	REPAIRS & MAINT SUPPLIES	2,669.30	57,500	10,605.40		
02	-5973316	REPAIRS & MAINTENANCE	27.00	65,000	18,539.34		
02	-5974203	REPAIRS & MAINT SUPPLIES	262.08	40,000	18,020.59		
02	-5974304	LAB TESTING	2,720.00	31,000	2,334.30		
02	-5974316	REPAIRS & MAINTENANCE	89.33	75,000	58,362.46		
02	-5974330	DUES & MAINTENANCE	180.00	1,000	747.05		
02	-5975202	OPERATING SUPPLIES	95.14	30,000	1,410.88		
02	-5975330	DUES & SUBSCRIPTIONS	72.50	1,500	927.50		
03	-5876203	REPAIRS & MAINT SUPPLIES	1,629.19	4,038	71.07		
03	-5876208	LAND MAINTENANCE SUPP.	1,910.29	2,762	45.71		
03	-5876316	REPAIRS & MAINTENANCE	664.04	5,990	20.75		
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120	0.00		
08	-5649308	CONTRACT SERVICES	602.75	13,530	2,566.98		
26	-5654210	CONCESSION SUPPLIES	771.74	25,200	3,580.63		
28	-5654308	CONTRACT SERVICES	147.37	3,000	1,563.83		
28	-5654316	REPAIRS & MAINTENANCE	263.20	12,000	9,367.91		
28	-5654317	ADVERTISING & PRINTING	36.25	7,500	2,165.25		
29	-5324202	OPERATING SUPPLIES	699.07	18,067	16,260.06		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00		
** 2008-2009 YEAR TOTALS **			137,868.83				

NO ERRORS

\*\* END OF REPORT \*\*



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 10, 2009  
Department: Council  
Prepared By: Cora Middleton  
Date Prepared: 03/03/09

Item Number: 1  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: Two

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2299 which established the budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

A motion to approve Ordinance amending Ordinance No. 2299 which established the budget for Fiscal Year 2008-2009; and declaring an emergency.

### Discussion

Mayor Kevin E. Priddle is requesting the City Council consider appropriating funds for Crime Stoppers, Community Tree Board and McAlester Economic Development Services, Inc. [1] Recently, the City Council discussed appropriating funds for Crime Stoppers to use in rewarding citizens that provide information leading to a conviction in graffiti cases. [2] The Community Tree Board is seeking funds for trees. [3] On February 17, 2009, Dr. Kenneth R. Miller submitted a letter to the Mayor and City Council requesting \$24,000.00 to complete the MEDS operations through the end of their fiscal year.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>02/02/09</u>
City Manager	<u>MBR</u>	<u>03/04/09</u>

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

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2299 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2008-2009; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2299 setting forth the Budget for Fiscal Year 2008-2009 beginning July 1, 2008 and ending June 30, 2009; and

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

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2008-2009 Budget, which are for an adjustment to the General Fund to reflect unbudgeted appropriations to fund Crime Stoppers and Community Tree Board and additional funding of the McAlester Economic Development Services, Inc., are in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2008-2009 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A-1 and A-2, which are attached hereto and fully incorporated herein by reference, be, and the same are hereby completely adopted and approved as an amendment to the said FY 2008-2009 Budget.

SECTION 2: All portions of the existing FY 2008-2009 Budget, Ordinance No. 2299 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

SECTION 4: Should any paragraph, sentence, sub-division, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take

effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this 10th day of March, 2009.**

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

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

**ATTEST:**

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

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

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

FY 2008-2009 BUDGET AMENDMENT

GENERAL FUND ( 01 )

Estimated Fund Balance 6/30/08	-
FY 08-09 Budgeted Revenues	14,257,972
FY 08-09 Budgeted Appropriations	(14,205,338)
Additional Revenue	-
Budget Amendments	(4,500)
Estimated Ending Fund Balance	<u>48,134</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
interdepartmental	01	5215357	EXP	2,500	Crime Stoppers
Interdepartmental	01	5215358	EXP	2,000	Tree Board for purchase of trees.
				<u>4,500</u>	

**FY 2008-2009 BUDGET AMENDMENT**

**ECONOMIC DEVELOPMENT (30)**

Estimated Fund Balance 6/30/08	1,323,952
FY 08-09 Budgeted Revenues	1,899,193
FY 08-09 Budgeted Appropriations	(1,557,083)
Additional Revenue	-
Budget Amendments	<u>(24,000)</u>
Estimated Ending Fund Balance	<u>1,642,062</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
Economic Dev.	30	5211360	EXP	24,000	McAlester Economic Development- MEDS
<u>Total Appropriations</u>				<u>24,000</u>	



February 17, 2009

Mayor Kevin Priddle and  
City Council Members

Dear Mayor:

As president of MEDS, I want to convey concerns of MEDS to you and the city council. The MEDS board would like to request additional funding for completion of our operating funds for our current fiscal year. Although the original contract with the City of McAlester was for \$150,000, the needs and the expenses for function cannot be completed with this amount. You will recall Rhebah Henderson described us as a bare bones operation.

As we had discussed at our MEDS board meeting today in your presence, the momentum of the executive director, the assistant director and the board and the city council has been so exciting that if we do not provide adequate funding for operations, it then becomes a function daily of the executive director to find operational funds and not perform his actual task of finding new jobs and new companies for our community.

We have been very fortunate to have continuation of oil and gas related jobs as well as service sector jobs with the new motels, but the manufacturing sector of economy for our community is still one of the most important backbones of new job creation and we have had more referrals of manufacturing companies to McAlester than I can recall in the last 30 years. We want to be able to accept these companies and to provide incentives that will be attractive to their locating here in McAlester.

I am personally very proud of MEDS and the role that it has played in providing benefits for McAlester.

I do believe that you and the city council wish to see this continued momentum and growth and improving the economy for our community and it is our desire to request \$24,000.00 to complete our operations through our fiscal year. I believe it is going to be necessary to continue at a much higher rate of funding than the \$150,000 yearly rate given by the city council in the past several years.

I look forward to your review of this matter and response. If you have specific questions, please contact Jim Mills at the MEDS office or me at my home or cell phone (424-7211 cell and 426-4194 home).

I know that we do not want to lose our business and economic momentum at this time and I am sure you'll be very helpful to help to assist us in achieving this goal.

Respectfully yours,  
Kenneth R. Miller

**McAlester Economic Development Service, Inc.**

4500 W. Hwy. 270 ■ P. O. Box 3190 ■ McAlester, OK 74502  
(918) 423-5735 ■ Fax (918) 426-0207



# McAlester City Council

## AGENDA REPORT

<b>Meeting Date:</b>	<u>March 10, 2009</u>	<b>Item Number:</b>	<u>2</u>
<b>Department:</b>	<u>Community Services</u>	<b>Account Code:</b>	<u></u>
<b>Prepared By:</b>	<u>Mel Priddy</u>	<b>Budgeted Amount:</b>	<u></u>
<b>Date Prepared:</b>	<u>March 2, 2009</u>	<b>Exhibits:</b>	<u>Five</u>

### Subject

Consider, and act upon, a bid award to Triple S Electric, in the amount of \$29,840, for the installation of 3-Phase Electric Service at the EXPO Center.

### Recommendation

Motion to approve a bid award to Triple S Electric, in the amount of \$29,840, to install 3-Phase Electric Service in the EXPO Hall at the EXPO Center.

### Discussion

The FY 2008-09 Budget for the City of McAlester included a project in Capital Projects at the Expo Center to make improvements to the current electrical system in the main Expo Hall (west end) to include 3 phase service. This service will allow for much greater flexibility in booking events that require this type of electrical service. The Expo Center has lost bookings in the past because of the lack of this service.

The amount estimated in the 2008-09 budget was underestimated mainly because of the increase in material costs over the last several months and the fact that this item was required to be formally bid because of the amount involved. It is recommended by the Community Services Director that the council award the bid to the only bidder, Triple S. Electric, in the amount of \$ 29,840.00. At the present time, \$ 38,000 of the 2008-09 Capital Outlay Funds (Account # 28-5654401) for the Expo Center is available for use.

An amount of \$ 20,000.00 was budgeted to enclose the mezzanine with a glass enclosure. This project can be resubmitted at a later time. The electrical service is of a much higher priority at this time.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u>MWP</u>	<u>3/02/09</u>
<b>City Manager</b>	<u>MBR</u>	<u>03/02/09</u>

BID

Proposal of TRIPLE "S" ELECTRIC (hereinafter called "BIDDER"), organized and existing under the laws of the State of OKLA doing business as TRIPLE "S" ELECTRIC.

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 FURNISH AND INSTALL THREE (3) PHASE ELECTRIC SERVICE IN THE EXPO HALL AT THE MCALESTER EXPO CENTER 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 his 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 on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

NONE

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all work described in the Contract Documents for the sum of:

Twenty Nine Thousand Eight Hundred forty Dollars  
(WORDS)  
\$29,840<sup>00</sup>  
(FIGURES)

Respectfully submitted:

Triple S Electric  
(Company or Individual)

(SEAL - if bid is by Corporation)

By: Don Schum

Title: OWNER

Address: 804 E Pierce McAlester,

Phone: 918-424-1309 - Cell  
918-424-0787 - Office

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**BID SCHEDULE**

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

NO.	ITEM	UNIT	UNIT PRICE	QTY	TOTAL PRICE
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The following items to be delivered, installed, complete with wire and all parts and accessories and ready to use upon completion:

Install:

1.	480V, 200 amp, three (3) phase (GE) breaker in the existing Main Distribution Panel			LS	<u>1540<sup>00</sup></u>
2.	Approx. 400 L.F. (contractor to verify all dimensions) of 2½" conduit feeder run			LS	<u>7930<sup>00</sup></u>
3.	480V, 200 amp, three (3) phase disconnect (Cutler-Hammer CH Series or approved equal) <u>before the transformer</u>			LS	<u>1570<sup>00</sup></u>
4.	150 KVA, 480V, to 120/208, three (3) phase (GE or approved equal) Dry Cell transformer			LS	<u>6100<sup>00</sup></u>
5.	400 amp 120/208, three (3) phase fused disconnect-(Cutler-Hammer CH Series or approved equal)			LS	<u>2300<sup>00</sup></u>
6.	Two, (approx. 150LF) of 2½" conduit run to feed a 400 amp main breaker panel			LS	<u>6300<sup>00</sup></u>
7.	400 amp, lugged feed thru three (3) phase main breaker panel with 400 amp main three (3) phase breaker and one (1) 200 amp three (3) phase breaker and two (2) 60 amp single phase breakers Cutler-Hammer CH series of approved equal			LS	<u>2570<sup>00</sup></u>
8.	One (1) 200 amp three (3) phase no fuse disconnect beside panel - Cutter -Hammer CH series or approved equal			LS	<u>870<sup>00</sup></u>
9.	Two (2) 60 amp single phase no fuse disconnect beside panel - Cutler-Hammer CH series or approved equal			LS	<u>660<sup>00</sup></u>
<b>TOTAL PROJECT LUMP SUM</b>					<u>\$ 29,840<sup>00</sup></u>

Respectfully Submitted:

*Don Schum*  
Signature

804 E. PIERCE  
Address  
ATLANTA, OKLA

OWNER  
TITLE

3/2/09  
DATE

Spec OK # 761  
License No.

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW

# CASHIER'S CHECK

36004628



39-383  
1030

DATE: March 2, 2009

TRIPLE S ELECTRIC  
PURCHASER

PAY THE SUM OF ONE THOUSAND FOUR HUNDRED NINETY-TWO AND 00/100

\$\*\*\*\*\*1,492.00

PAY TO THE ORDER OF \*\*\*CITY OF MCALESTER\*\*\*  
BID BOND

*Angie Burhead*  
*Brenda Worne*  
REQUIRES TWO AUTHORIZED SIGNATURES

BancFirst  
Post Office Box 26788  
Oklahoma City, Oklahoma 73128  
Telephone (405) 272-8862

⑈036004628⑈ ⑆103003632⑆ 0800004509⑈

Details on Back  
Security Features Included

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF OKLAHOMA \  
> SS:  
PITTSBURG COUNTY /

Alan Schum, of lawful age, being first duly sworn, on oath says 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:

\_\_\_\_\_  
\_\_\_\_\_  
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:

\_\_\_\_\_  
\_\_\_\_\_  
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:

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

*NONE*

Alan Schum

Subscribed and sworn to before me this 2 day of March, 2009.

Quia Mitchell  
Notary Public

My commission expires:

06-01-09  
01007596

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of OKLA )  
County of PUSHMATA ) SS.

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is Don Schaeffer of Triple S Electric, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SEAL)

(Signed)

[Signature]  
[Title]  
(Title)

Signed before me this 2 day of March, 2009.

[Signature]  
Notary

My Commission expires 06-01-09



## BID PROPOSAL

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

Gentlemen:

The undersigned, having familiarized (himself) (themselves)(itself) with the "Instructions to Bidders" and "Equipment specifications", and the form of this "Bid Proposal", hereby proposes to furnish those items at the price indicated as follows:

Item Bid No.	Item Description	Total to be Purchased	Lump Sum Price
1	Industrial Rubber Tire Backhoe 4-wheel Drive 96 SAE Net HP Turbocharged Diesel with 15'10" Digging Depth Class RIDE CONTROL OPTION	1	\$ <u>83,900.00</u> EACH
2	Lease Purchase Price (see sheets for lease purchase price structure)	1	\$ <u>795.00</u> \$ <u>83,900.00</u>

In submitting this Bid, the Bidder understands that the right is reserved by the City of McAlester to reject or accept any and /or all bids or any portion thereof.

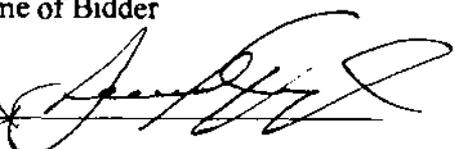
Attached hereto and made a part hereof are completed City of McAlester Equipment Specification forms and literature on all items bid by the Bidder. In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

Date: FEB. 24, 2009

(SEAL)

ATTEST:

Secretary: Margaret U Coe

KEYSTONE EQUIPMENT CO.  
Name of Bidder  
By:   
Title: SALES MANAGER

**LEASE PURCHASE INFORMATION**

Name of company that intends to provide Lease Purchase Financing:

Name: WELCH STATE BANK

Address: BOX 129

Contact: SHERRI MOUNT

Phone: 918-788-3373

Each bidder submitting a Lease Purchase Proposal must furnish a list of Lease Purchase requirements, sample copy of Lease Purchase Contract and all required documents with this Proposal. Failure to provide this information is reason to regard entire apparatus proposal as non-responsive.

Type of Lease/Purchase: LEASE/PURCHASE

Term of Lease/Purchase: 5 YEARS

Is Lease based on advance or arrear payments? ARREARS

Does Lease require a penalty for early pay-off or pay down? Yes  No

If so, what is the penalty? \$ N/A

Is the Lease paper subject to sale to another party at anytime during the lease? Yes  No

Is this a single source Lease provided by the Apparatus Manufacturer? Yes  No

Total Amount of Apparatus Purchase: \$ 83,900.00

Purchaser intends to provide a down payment of: \$ UP TO CITY, UNKNOWN  
TO BIDDER

Total Amount of Lease financing required: \$ 83,900.00

Lease Purchase Information – Cont.

**PAYMENT SCHEDULE**

No. of Years: 5

Amount Financed: \$ 83,900.00

Percent Rate: (Not to exceed 10%) 3.94 %

Annual Factor: 3.94

Annual Payment: \$ 18,864.82

Total Life Cost of Contract: \$ 94,324.10

Base Bid Price: \$ 83,900.00

Total Interest Cost: \$ 10,224.10

**NOTE:** Above lease is based on annual payments. Purchaser may require additional information regarding semi-annual, quarterly, or monthly payments. This information must be available on request within 24 hours.

Each Lease Company submitting a proposal must submit a current Financial Statement or Annual Report.

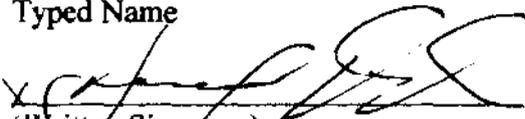
Dated this 24 day of FEB., 2009.

By: KEYSTONE EQUIPMENT CO.

Company Name

DAVID HOYDA

Typed Name

  
(Written Signature)

BOX 1187

MCALESTER, OK 74502

Address

918-245-5926 OR 918-423-2555

Phone Number

918-245-8557 OR 918-423-7423

(Fax)

**BID PROPOSAL**

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

Gentlemen:

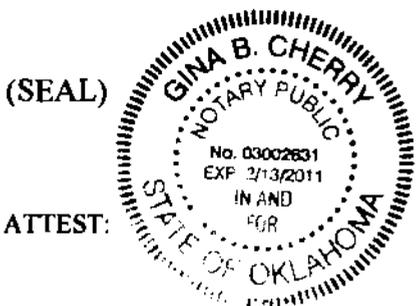
The undersigned, having familiarized (himself) (themselves)(itself) with the "Instructions to Bidders" and "Equipment specifications", and the form of this "Bid Proposal", hereby proposes to furnish those items at the price indicated as follows:

Item Bid No.	Item Description	Total to be Purchased	Lump Sum Price
1	Industrial Rubber Tire Backhoe 4-wheel Drive 96 SAE Net HP Turbocharged Diesel with 15'10" Digging Depth Class	1	\$ <u>85,688.<sup>00</sup></u>
2	Lease Purchase Price (see sheets for lease purchase price structure)	1	\$ <u>85,688.<sup>00</sup></u>

In submitting this Bid, the Bidder understands that the right is reserved by the City of McAlester to reject or accept any and /or all bids or any portion thereof.

Attached hereto and made a part hereof are completed City of McAlester Equipment Specification forms and literature on all items bid by the Bidder. In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

Date: 2/25/2009



Notary Secretary: Gina B. Cherry  
# 03002631

WARREN CATERPILLAR  
Name of Bidder  
By: [Signature]  
Title: Sales Rep.

**LEASE PURCHASE INFORMATION**

Name of company that intends to provide Lease Purchase Financing:

Name: WELCH STATE BANK

Address: P.O. Box 129, WELCH, OK 74369

Contact: SHERRI MOUNT

Phone: 918-788-3373

Each bidder submitting a Lease Purchase Proposal must furnish a list of Lease Purchase requirements, sample copy of Lease Purchase Contract and all required documents with this Proposal. Failure to provide this information is reason to regard entire apparatus proposal as non-responsive.

Type of Lease/Purchase: GOVERNMENTAL ANNUAL LEASE W/ PURCHASE OPTION

Term of Lease/Purchase: FIVE YEARS

Is Lease based on advance or arrear payments? 1<sup>st</sup> PAYMENT

Does Lease require a penalty for early pay-off or pay down? Yes  No

If so, what is the penalty? \$ NONE

Is the Lease paper subject to sale to another party at anytime during the lease? Yes  No

Is this a single source Lease provided by the Apparatus Manufacturer? Yes  No

Total Amount of Apparatus Purchase: \$ 85,688.<sup>00</sup>

Purchaser intends to provide a down payment of: \$ 0

Total Amount of Lease financing required: \$ 85,688.<sup>00</sup>

Lease Purchase Information – Cont.

**PAYMENT SCHEDULE**

No. of Years: 5

Amount Financed: \$ 85,688.<sup>00</sup>

Percent Rate: (Not to exceed 10%) 3.78 %

Annual Factor: 0.1837

Annual Payment: \$ 15,737.77

Total Life Cost of Contract: \$ 94,426.62

Base Bid Price: \$ 85,688.00

Total Interest Cost: \$ 8,738.62

**NOTE:** Above lease is based on annual payments. Purchaser may require additional information regarding semi-annual, quarterly, or monthly payments. This information must be available on request within 24 hours.

Each Lease Company submitting a proposal must submit a current Financial Statement or Annual Report.

Dated this 25<sup>th</sup> day of FEB, 2009.

By: WARREN CATERPILLAR  
Company Name

BILL CHERRY  
Typed Name

Bill Cherry  
(Written Signature)

1106 S BROADWAY  
POTEAU, OK 74953  
Address

918-647-8211  
Phone Number

918-647-9173  
(Fax)



**BID PROPOSAL**

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

Gentlemen:

The undersigned, having familiarized (himself) (themselves)(itself) with the "Instructions to Bidders" and "Equipment specifications", and the form of this "Bid Proposal", hereby proposes to furnish those items at the price indicated as follows:

<u>Item Bid No.</u>	<u>Item Description</u>	<u>Total to be Purchased</u>	<u>Lump Sum Price</u>
1	56 H.P. Turbocharged Diesel Tractor With Front End Loader	2	\$ <u>36,550.08</u>
2	Lease Purchase Price (see sheets for lease purchase price structure)	2	\$ <u>40,858.90</u>

In submitting this Bid, the Bidder understands that the right is reserved by the City of McAlester to reject or accept any and /or all bids or any portion thereof.

Attached hereto and made a part hereof are completed City of McAlester Equipment Specification forms and literature on all items bid by the Bidder. In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

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

(SEAL)

Grissoms LLC  
Name of Bidder

ATTEST:

By: Kevin Bogard  
Title: Salesman

Secretary: \_\_\_\_\_

**LEASE PURCHASE INFORMATION**

Name of company that intends to provide Lease Purchase Financing:

Name: John Deere Credit

Address: 6400 NW 86th Street P.O. Box 6600 Johnston, IA 50131

Contact: Charles Antiker

Phone: 1-800-828-8297 Ext 73182

Each bidder submitting a Lease Purchase Proposal must furnish a list of Lease Purchase requirements, sample copy of Lease Purchase Contract and all required documents with this Proposal. Failure to provide this information is reason to regard entire apparatus proposal as non-responsive.

Type of Lease/Purchase: Municipal Lease

Term of Lease/Purchase: 5 Years

Is Lease based on advance or arrear payments? Advance

Does Lease require a penalty for early pay-off or pay down? Yes  No

If so, what is the penalty? \$ 0

Is the Lease paper subject to sale to another party at anytime during the lease? Yes  No

Is this a single source Lease provided by the Apparatus Manufacturer? Yes  No

Total Amount of Apparatus Purchase: \$ 36,550.08

Purchaser intends to provide a down payment of: \$ 8171.76 First Year Lease

Total Amount of Lease financing required: \$ 36,550.08

Lease Purchase Information – Cont.

**PAYMENT SCHEDULE**

No. of Years: 5

Amount Financed: \$ 36,550.08

Percent Rate: (Not to exceed 10%) 5.75 %

Annual Factor:       

Annual Payment: \$ 8171.96

Total Life Cost of Contract: \$ 40,858.80

Base Bid Price: \$ 36,550.08

Total Interest Cost: \$ 4308.72

**NOTE:** Above lease is based on annual payments. Purchaser may require additional information regarding semi-annual, quarterly, or monthly payments. This information must be available on request within 24 hours.

Each Lease Company submitting a proposal must submit a current Financial Statement or Annual Report.

Dated this 24 day of Feb, 2009.

By: Welch State Bank  
Company Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
Address

918-788-3373  
Phone Number

918-788-3364  
(Fax)



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>March 10, 2009</u>	Item Number:	<u>5</u>
Department:	<u>Public Works</u>	Account Code:	<u></u>
Prepared By:	<u>George Marcangeli</u>	Budgeted Amount:	<u>\$111,000</u>
Date Prepared:	<u>03/03/09</u>	Exhibits:	<u>Two</u>

### Subject

Consider, and act upon, authorizing the Mayor to sign a Rental Agreement with GG/MG, Inc. d/b/a Landfill Equipment for a Rex 370 Trash Compactor for the McAlester Landfill in the amount of \$7,500 per month plus delivery cost of \$5,250.

### Recommendation

Motion to authorize the Mayor to sign a \$7,500 per month Rental Agreement and \$5,250 delivery cost with GG/MG, Inc. d/b/a Landfill Equipment for a trash compactor at the McAlester Landfill.

### Discussion

A trash compactor is needed at the McAlester Landfill to properly compact and push trash after it is delivered to the landfill for disposal by our garbage trucks, private citizens and businesses. Purchase of a trash compactor for the landfill is proposed for the next budget year; however, a trash compactor is badly needed at the present time to extend the life of the present cell and to help with litter control due to improperly compacted trash.

The Public Works staff has contacted several landfill equipment companies for rental quotes and we have received two (2) quotes. The highest quote was for \$12,500 per month and the lowest was for \$7,500 per month. Copies of the quotes are attached for the Council's review.

Funds are available for the proposed rental from the 2008-09 Landfill Equipment Rentals operating account (Account # 02-5864312).

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>GEM</u>	<u>03/03/09</u>
City Manager	<u>MBR</u>	<u>3/03/09</u>

GG/MG, INC. DBA LANDFILL EQUIPMENT  
 P.O. BOX 355  
 1535 MCNUTT ROAD  
 HERCULANEUM, MO 63048  
 (636) 933-2254  
 1-800-334-5234

---

**FACSIMILE TRANSMITTAL SHEET**


---

TO:	FROM:
George & Cliff	Gary Gunter
COMPANY:	DATE:
City of McAlester	2/19/09
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
918-421-4943	5
PHONE NUMBER:	SENDER'S FAX NUMBER:
	636-933-9819
	PHONE NUMBER:
Rental Contract & Agreement for Rex 370 Trash Compactor	636-933-2254

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

---

**NOTES/COMMENTS:**

George & Cliff

Attached please find a rental contract and agreement for the Rex 370 Trash Compactor for \$7,500.00 per month for a total of 6 months.

If you are interested in moving forward with the rental of this unit please sign the attached rental contract and agreement. The first month's rent of \$7,500.00 plus the freight to deliver the compactor of \$5,250.00 would be due prior to shipment. The insurance certificate outlining GG/MG, Inc. d/b/a Landfill Equipment 1535 McNutt Road Herculanum, MO 63048 as additional insured as stipulated on the rental contract would also have to be forwarded to our office prior to shipment.

If you have any questions please call us at 1-800-334-5234.

Thank You,  
 Gary Gunter

---



**RENTAL CONTRACT**

**Note terms and conditions attached before signing. Rental rates are as indicated below.**

**YOU ARE REQUIRED TO INSURE THIS PORPERTY. LANDFILL EQUIPMENT REQUIRES A CERTIFICATE OF INSURANCE WITH "ALL RISK" COVERAGE (INCLUDING FIRE, VANDALISM & LIABILITY) ON ALL RENTALS. Value for Insurance Purposes is \$85,000.00**

**Rented To:**  
City of McAlester  
P.O. Box 578  
McAlester, OK 74502  
Fax #918-421-4943  
Ship Via: Truck line

**Ship to:**  
City of McAlester  
28 E Washington  
McAlester, OK 74501

**Order Date: 2/20/09**  
**Customer P.O. #**

**Terms:**  
Monthly rental rate = \$7,500.00/month. This rental rate is based upon a 6 month rental commitment. The rental amount is due and payable in advance. The freight to deliver & return this unit will be paid per City of McAlester Landfill. The delivery freight of \$5,250.00 is to be paid prior to shipment.

**Equipment: Rex 370 Trash Compactor**  
**Qty: 1**  
**Rental Amount: \$7,500.00 per month - for a 6 month rental period. The rental payments are paid in advance. I have read the terms and conditions as attached to this rental contract & agreement and agree thereto.**

**Lessee Authorized Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



**RENTAL AGREEMENT**  
**REX 370 5/19**

Rentals on all items commence immediately upon date of shipment and cease on date of return as shown on waybills. All carriers shall be agents of the Lessee. Rentals are payable monthly, in advance. Minimum rental period 8 weeks, prorated thereafter on a calendar day basis.

1. Lessee agrees that the rental rate specified is based on a single shift of eight (8) hours per day. Should the equipment be operated over eight and up to sixteen hours in any one-day, the rental rate for the rental period in which such operation takes place shall be increased by 50% of the one shift rate. Should the equipment be operated over sixteen hours in any one day, the rental rate for the rental period in which such operation takes place shall be increased by 75% of the one shift rate. Any additional charge for overtime is not subject to offset by the amount of any non-working time during the regular shift.
2. It is understood that Lessor is neither the manufacturer of the equipment herein rented nor the agent of the manufacturer. No warranties or representations of any kind are made by Lessor including, without limitation, any warranty of merchantability or fitness for purpose. To the extent possible, Lessor will use its best efforts to make any warranties made by the manufacturer available to Lessee. In no event shall Lessor be liable to Lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by any equipment used hereunder or the use or maintenance thereof, or a failure of operation thereof, or by any interruption of service, or loss use thereof, for any loss of business or damage whatsoever and howsoever caused.
3. Lessee has represented itself as being skilled in the selection and operation of the equipment rented. Lessor has relied upon such representation in entering into this Agreement. Lessee has not relied upon Lessor to select or train Lessee or Lessee's employees with respect to the equipment rented.
4. The Lessor shall use reasonable care to see that the equipment is in proper working condition before shipment to Lessee. It is not to be actually operated or tested unless such operation or test is deemed necessary by Lessor or unless Lessee shall request such operation or test in writing, in which event the Lessee will be notified of the time and place of said operation and test, and shall be permitted to be present during said operation and test. If having requested it, Lessor fails to be present at the time of operation and test; Lessee agrees that said equipment as turned out is in proper operating condition.
5. Lessee agrees to maintain said equipment in the same condition as when delivered to it by the Lessor, usual wear and tear excepted, and to pay all claims and damages arising from failure to do so, or from the use or handling of said equipment whether from injuries to the person or property, and to pay for all damages to the equipment, except the usual and ordinary wear and tear during the life of this contract, and to return said equipment in as good condition as when received to the storage yard of the Lessor, or receiving point designated by the Lessor, usual and ordinary wear and tear excepted and to pay all freight or other charges against said equipment from the time the same shall leave the storage yard of said Lessor up to and including the time of its return to said storage yard or other place of return agreed upon.
6. The receipt and acceptance by the Lessee of said equipment shall constitute acknowledgement that it has been accepted and found in good, safe, and serviceable condition and fit for use, unless the Lessee makes claim to the contrary to the Lessor by registered mail with return receipt requested, addressed to the Lessor's home office within three days after receipt of said equipment. The complaint as made shall set forth in detail its complete nature and the condition of the property received.
7. In the event of notice to the Lessor by the Lessee that the equipment is not in good, safe, and serviceable condition and fit for use upon its arrival, the Lessor shall have the right to put said equipment in good, safe, and serviceable condition and fit for use, within a reasonable time, or to cancel this Rental Agreement.
8. In the event of accident to, or breakage of any part of the equipment Lessee may have the same repaired by any competent person, firm or corporation at its own expense or, upon notice to the Lessor as to such breakage or accident, the Lessor may repair said equipment for the Lessee using reasonable diligence to make said repairs or replacement in the shortest possible time, and the Lessee agrees to pay the Lessor its regular charges for any material or labor furnished in making said repairs upon demand; in the event any work is done outside of Lessor's regular hours, including work necessary by wear and tear, by reason of which Lessor shall be required to pay double time or other



SALES • SERVICE • PARTS

GG/MG, INC.

- overtime charges to its employees, or to anyone doing the work for Lessee, all such charges will be paid by the Lessee to the Lessor.
9. In the event the Lessee accepts the equipment, as herein provided, and thereafter the said machinery proves defective or unfit for use, because of accident or otherwise, or, if for any other reason Lessee desires to discontinue the use of said equipment, the only remedy of Lessee shall be to return the equipment to Lessor and terminate this contract as herein elsewhere provided for, which is no event shall be less than the transportation charges on said equipment and minimum rental herein provided for.
  10. The Lessee agrees to pay any charges for work or inspection required by any labor union. The Lessor may, at its option, refuse to do any repair work on the equipment in time of strike or any other cause beyond its control, or in violation of any rule affecting the equipment. The Lessor reserves the right to remove the equipment from the job at any time when, in its opinion, the equipment is in danger because of strikes or any other condition.
  11. The Lessee agrees to comply with and conform to all municipal, state, and federal laws relation to the operation of said equipment and to pay all costs and expenses of every character occasioned by or involving the use or operation of the equipment and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied on said equipment while in the possession of the Lessee. Nothing in this paragraph is to be construed as meaning that the Lessee is to pay the personal property tax levied against the equipment rented when said equipment is delivered within the home state of the Lessor, as in this case the Lessor is to pay his own personal property tax. In the event the equipment is rented outside of the home state of the Lessor, any and all taxes assessed against the equipment including personal property tax, are to be paid by the Lessee, the words "home state" to mean any state in which the Lessor has a home office.
  12. The Lessee agrees to pay the Lessor for all loss and damages occasioned by fire, theft, flood, accident, explosion, wreck, an act of God or any other causes that may occur during the life of this agreement, and until such equipment has been returned into the possession of the Lessor and accepted by it. For the purpose of finding the valuation of said property in order to determine the loss, damage or injury thereto, it is agreed by the parties hereto that the value as hereinbefore stated shall be a true and just value forming a basis for such adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply to the payment of such loss.
  13. The Lessee agrees to indemnify, save and keep the Lessor harmless against and to pay all liabilities, judgments, costs, damages and expenses which may in any wise be claimed or asserted against Lessor for or on account of injury received or death sustained by any person or persons and for all damage to property caused by an act or deed, or any omission to act whether negligent or otherwise, including but not limited to any alleged violation of the Lessee or of any sub-contractor or any servant, agent or employee of the Lessee in the performance of work with the rented items specified herein, or any of such items, or performance of work with any items sold in connection with such rented items, whether for a separate consideration in addition to the rental payments or not or in which any such items are used except where such liability results solely from the negligence of Lessor, its agents or employees.
  14. The Lessee further agrees to protect Lessor on this contract with full insurance coverage. Lessee must have adequate liability Hold Harmless and Indemnification of the Insured in the lease and rental agreements. Lessee must provide liability insurance with minimum limits of \$1,000,000.00 single limit and name the Lessor as Additional Insured. Lessor must receive and maintain a record of certificate of liability insurance with an agreement to provide 10-day notice of cancellation for each lease or rental. Lessor must receive and maintain a loss payable certificate for each lease. The certificate must provide for a 10-day cancellation notice. Lessee must provide "all risk" physical damage insurance.
  15. The title to the equipment herein rented and to all replacements thereof, or substitutions thereof, is and shall remain in the Lessor, and said equipment shall not become a part of any building by being placed therein or by being annexed thereto. Where the equipment is annexed to any property, the Lessee shall furnish the Lessor with a landlord's release, which shall permit the Lessor to remove the equipment from said property at any time during the life of, or after the expiration of this contract. Should the Lessee be lax in obtaining said landlord's release, the Lessor reserves the right and the Lessee hereby grants permission to the Lessor to obtain such release.
  16. Lessee hereby agrees to accept and hold equipment covered by this or future secured sales or rental agreements executed by it now or in the future free of any charges. In trust and subject to Lessor's security interest in the equipment described in this or any future rental agreement and authorizes



- Lessor or such other person as Lessor may designate to execute and file a financing statement in Lessee's name and in Lessee's behalf covering such equipment.
17. The equipment hereby rented shall not be loaned or rented to anyone without the written consent of the Lessor nor shall said equipment be moved out of the site specified in this contract without the written consent of the Lessor.
  18. The Lessee agrees to pay all rentals when they are due and for all services and materials furnished and all damages and sums due the Lessor under this contract as soon as the loss occurs or services are rendered or materials are furnished. The taking of notes, or renewals thereof covering rentals herein specified shall not in any manner whatsoever change or invalidate the terms and conditions of this contract. In case of default of rent when due or upon the breach of any other condition of this rental agreement, or if Lessor shall deem the equipment in jeopardy, the full amount of rent then unpaid hereunder shall become due and payable forthwith at the election of the Lessor and Lessor may, at its option without notice or demand and without legal process, take possession of such equipment wherever it may be located with all additions and substitutions, whereupon all rights of Lessee in such equipment shall terminate, but Lessee shall not be released from its obligations under this agreement until the full amount of rental unpaid, together with all other obligations to pay Lessor money under terms of this rental agreement, have been paid in full in cash. In the event of default under any of the terms of this rental agreement or in the event Lessor deems itself insecure, Lessor shall have all rights granted to secured parties under the Uniform Commercial Code in effect in the State of Missouri.
  19. Lessee acknowledges that it has exercised its own judgment and experience in selecting the equipment herein rented. Any information or shop drawing which may have been provided to Lessee by Lessor were for informational purposes only; it being understood and agreed between the parties that Lessee in its sole discretion has selected the design, type, quantity, and use of all equipment rented and has not relied upon Lessor's information, drawings, expertise or representations in making such selection.
  20. Lessee agrees that if any of the contract provisions are violated and Lessor demands the return of the equipment that this contract shall constitute authority to the watchman or other persons responsible for the equipment to deliver all or any part of the equipment to the Lessor or its agents.
  21. In the event of default hereunder, Lessor shall be entitled to recover from Lessee all costs of collection of any amount due hereunder including a reasonable attorney's fee.
  22. This contract shall be deemed to be a Missouri contract and its validity, interpretation and effect shall be determined by the laws of the State of Missouri. This agreement cannot be altered or amended except by a further agreement in writing signed by the parties.
  23. In the event additional equipment other than that specifically covered by this agreement is requested to the Lessee by him, the additional equipment shall be covered by the same terms and conditions as are a part of this rental agreement.
  24. Lessee is responsible for all freight charges incurred to ship equipment to their site and to return said equipment to Landfill Equipment.

AUTHORIZED  
SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ACCEPTED: LANDFILL EQUIPMENT

BY: \_\_\_\_\_

**George Marcangeli**

**From:** Robert B. Melcher [bmelcher@aljon.com]  
**Sent:** Monday, February 23, 2009 8:37 AM  
**To:** George Marcangeli  
**Cc:** jportwood@aljon.com; Lesley Bailey  
**Subject:** Rental Information

Good Morning George,

Thank you for your interest in renting a Al-jon Advantage Landfill Compactor.

The rental rates are as follows:

\$12,500 per month, guaranteed six month rental.  
If less than six months the following rate applies,

Month to Month: \$18,000 per month  
3 to 5 months: \$15,000 per month

Rates are based on 160 hours of operation per month. A \$100.00 per hour charge will be applied for all hours over 160 per month.

Customer are responsible for normal maintenance, we can provide you with a name of a certified service dealer if you would prefer to contract out the maintenance.

Repairs due to abuse or neglect are the sole responsibility of the customer.

Proof of insurance is required prior to shipment.

Delivery and pickup freight total cost is \$17,450... We'll deduct the freight 50% ( \$8,725.00) if you commit, in writing, to a six month rental. Otherwise the full amount applies.

Onsite set up and operator training will be provided at no charge by Al-jon.

Please allow 10 days for preparation and delivery from confirmation of order.

Call me with any questions.

**R.B. "Bernie" Melcher**  
Compaction Specialist  
**AL-jon MFG**  
Cell: (888) 263-5243  
Email: bmelcher@aljon.com

*Still... Keeping it Simple - Building it Strong*

02/23/2009



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 10, 2009 Item Number: 6  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: 02/24/09 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, authorizing the Mayor to sign a Municipal Lease Contract, in the amount of \$1,442.45 per month, with Xerox Corporation for two Xerox WORKCENTRE 7675 copiers.

### Recommendation

Motion to authorize the Mayor to sign a Municipal lease Contract, in the amount of \$1,442.45 per month, with Xerox Corporation for two WORKCENTRE 7675 copiers.

### Discussion

The City of McAlester has two Xerox Copiers, on the first and second floors of the Municipal Building. The first floor copier lease is up for renewal in April 2009, and the second floor copier lease has three years remaining. The terms of the current lease for both copiers are \$1,574.83 a month. These copiers are used by the City Manager, City Clerk, Finance, Fire, Planning and Community Development, Police and Public Works (Engineering) Departments. These copiers are inadequate for the work required by these offices.

The Xerox Corporation has submitted a proposal to terminate the second floor copier lease and, instead, offer the City a Municipal lease for new copiers at less than what the City currently pays. Their proposal is for two color Xerox WORKCENTRE 7675 copiers that will have the capability to fax, scan, 3-whole punch and function as a network printer that can be accessed from any individual computer. This new lease would be for \$1442.45 per month for 60 months, which would result in a savings of \$132.38 a month and/or \$7,943 over the life of the lease—that is, assuming the City continued under its current lease for that same period.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>2/24/09</u>

### Plan Summary

Configuration	Monthly Charge	Pool Print Charges			Plan Features
		Meter	Volume Band	Per Print Rate	
<b>2 Items</b>  <b>Modification Summary</b> - Adding: 2 Items	\$1,442.45	1: Total	1 - 41,600 41,601+	Included \$0.0108	<b>Maintenance Coverage</b> - Consumable Supplies Included for all prints - Pricing Fixed for Term  <b>Administrative</b> - Identification Number: NEW - Meters Reconciled Monthly

### Item Details

Configuration	Unit Portion of Charge	Volume Included
<b>Adding</b>		
1. W7675P	\$686.53	20,800
2. W7675P	\$755.92	20,800

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.	Thank You for your business! This Agreement is proudly presented by Xerox and <b>J.David Franks</b> <b>(405)248-3401</b>  For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>
Signer: _____ Phone: (405)248-3401	
Signature: _____ Date: _____	

### Terms and Conditions

#### POOLING TERMS AND CONDITIONS:

1. This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").
2. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.
3. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
  - A. **SUPPLIES INCLUDED.** All Pooled Equipment shall either have supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement.
  - B. **FIXED PRICING.** All Pooled Equipment shall either have the pricing you pay for the rental or maintenance of that equipment fixed or not, as indicated in this Agreement. If the pricing is fixed, Xerox shall forego any rights it might have pursuant to the Underlying Agreements to increase the amount you pay to rent or maintain the Pooled Equipment throughout the initial term of each Underlying Agreement.
  - C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.
4. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.
5. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Impressions Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier.
6. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.
7. **PRICING CHANGES.** Unless the Pool Pricing is fixed (as described in Section 2 above), Xerox may annually adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print, each such adjustment not to exceed 10%. (For state and local

government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

8. **TAXES.** You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

9. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).

10. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.

11. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30 days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 10 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:

- i. all Maintenance and Rental Agreements may be charged at the standard, applicable Xerox rate then in effect for you;
- ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e., those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases (which may be charged at the standard, applicable Xerox rate then in effect for you); and,
- iii. all Lease Agreements under which your Use Charges were billed exclusively through the price you paid per print in the Underlying Agreements may be adjusted in order to render the Periodic Base Charges and all Print Charges for your leases consistent with the standard, applicable Xerox rate then in effect for you.

12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. In the event of a conflict between the terms of the Underlying Agreements and this Agreement, this Agreement shall control. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 10, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: 02/26/09

Item Number: 7  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, declaring additional City equipment and a vehicle as surplus property and authorize the City Manager to include them in the City Auction.

### Recommendation

Motion to approve additional City equipment and a vehicle as surplus property and authorize the City Manager to include them in the City Auction.

### Discussion

The McAlester City Code, Sections 2-286 and 2-287, allows for the sale of surplus or obsolete property. In addition, Section 2-287 allows for the sale of surplus or obsolete property by auction. The City Administration is putting together an auction for Saturday, March 14, 2009, and we wish to sell these items at that event as well. (See attached list)

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>02/26/09</u>

## Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
<b>For City Council Approval on Agenda March 10, 2009</b>			
1	1986 GMC Van	1GTHP32M3G3500105	
1	Norstar Modular ICS Phone System		
1	15" Computer Monitor NEC 50	9103908YA	NEC 50
1	9" Security Monitor RS-49-2501A	M7080832	RS-49-2501A
1	9" Security Monitor RS-49-2501A	M7073496	RS-49-2501A
7	Metal Detectors with Hardware		
5	4'x7' Tables		
32	Wood Chairs		
2	Fabric Chairs		
4 Rolls	Carpet Remnants		
4	Paper Towel Dispensors		
1	Metal Flyer Holder		
1	Wood Shelf		

Council Chambers  
Municipal Building  
February 24, 2009

The McAlester Airport Authority met in a special session on Tuesday, February 24, 2009, at 6:00 P.M. after proper notice and agenda was posted February 20, 2009.

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

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

- **Approval of the Minutes from the January 29, 2009, Special Meeting of the McAlester Airport Authority.** (*Cora Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item F regarding Claims for February 11, 2009 through February 24, 2009.** (*Sherry Alessi, Assistant City Financial Officer*) In the amount of \$1,261.63.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
February 24, 2009

The McAlester Public Works Authority met in a special session on Tuesday, February 24, 2009, at 6:00 P.M. after proper notice and agenda was posted February 20, 2009.

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

Absent: None

Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the January 29, 2009, Special Meeting of the McAlester Public Works Authority.** (*Cory Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item 1 regarding an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.** (*William Ervin, City Attorney*)
- **Confirm action taken on City Council Agenda Item 2 regarding an Ordinance amending Ordinance No. 2299 which established the budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** (*Mark Roath, City Manager*)
- **Confirm action taken on City Council Agenda Item 4 regarding acceptance of a Multi-Hazard Mitigation Planning Project Grant from the Oklahoma Department of Emergency Management and authorizing the Mayor to sign the State/Local Disaster Assistance Agreement.** (*George Marcangeli, City Engineer/Public Works Director*)
- **Confirm action taken on City Council Agenda Item 5 regarding authorizing the Mayor to sign an Agreement with Flanagan & Associates, LLC, in the amount of \$29,900, for professional planning services to develop a Multi-Hazard Mitigation Plan.** (*George Marcangeli, City Engineer/Public Works Director*)
- **Confirm action taken on City Council Agenda Item F regarding Claims for February 11, 2009 through February 24, 2009.** (*Sherry Alessi, Assistant City Financial Officer*) In the amount of \$135,171.43.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

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Cora Middleton, Secretary