



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 27, 2008 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Don Lewis	Mayor
Weldon Smith	Ward One
Donnie Condit.....	Ward Two
Travis Read	Ward Three
Haven Wilkinson	Ward Four
Buddy Garvin.....	Ward Five
Sam Mason	Vice-Mayor, Ward Six
Mark B. Roath	City Manager
Robert Ivester	City Attorney
Cora M. Middleton.....	City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- **Scott Walker, Associate Pastor at The King's House**

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. **Approval of the Minutes from the May 13, 2008, Regular Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- B. **Consider, accept and place on file the Oklahoman's for Independent Living Quarterly Report for January, February and March, 2008.** *(Mike Ward, Executive Director)*
- C. **Consider, and act upon, a request from Miller Newman, President of the Pittsburg County NAACP, to use the Michael J. Hunter Park at 147th and Chickasaw on Saturday, June 21, 2008, from 10:00 A.M. until 7:00 P.M. for the annual Juneteenth Celebration.** *(Miller Newman, President)*
- D. **Approval of Claims for the period of May 14 through May 27, 2008.** *(David Burke, City Treasurer)*

ITEMS REMOVED FROM CONSENT AGENDA

SCHEDULED BUSINESS

- 1. **Consider, and act upon, an Ordinance creating Section 34-1, Municipal Court of the Code of the City of McAlester, Oklahoma and declaring an emergency.** *(Robert Ivester, City Attorney)*

Executive Summary

This agenda item creates a Municipal Court.

- 2. **Consider, and act upon, an Ordinance creating Section 34-2, Municipal Judge, City Prosecutor; appointment and removal; of the Code of the City of McAlester, Oklahoma and declaring an emergency.** *(Robert Ivester, City Attorney)*

Executive Summary

This agenda item creates the positions of Municipal Judge and City Prosecutor including provision for their appointment and removal.

- 3. **Discussion, and possible action, concerning Section 2.10 (b) of the new Charter.** *(Weldon Smith, Councilmember)*

Executive Summary

This agenda item concerns Council rules, which pertains to Section 2.10 (b) of the new Charter.

- 4. **Discussion, and possible action, concerning the Section 4.05 of the new Charter.** *(Weldon Smith, Councilmember)*

Executive Summary

This agenda item concerns land use, development, and environmental planning, which pertains to Section 4.05 of the new Charter.

- 5. **Discussion, and possible action concerning provisions for establishment of a Board of Ethics, referenced by the new Charter in Section 7.01 (b).** *(Weldon Smith, Councilmember)*

Executive Summary

This agenda item concerns a Board of Ethics, which pertains to Section 7.01 (b) of the new Charter.

- 6. **Discussion, and possible action, concerning creation of a Code of Conduct, referenced by the new Charter in Section 7.01 (c).** *(Weldon Smith, Councilmember)*

Executive Summary

This agenda item concerns a Code of Conduct, which pertains to Section 7.01 (c) of the new Charter.

7. **Discussion, and possible action, concerning the review and revision of the City of McAlester's Personnel Code.** (*Weldon Smith, Councilmember*)

Executive Summary

This agenda item concerns the Personnel Code, which pertains to Sections 8-2, 8-3 and 8-4, etc., of the new Charter.

8. **Public Hearing on the proposed Capital Program for FY 2008/09 – 2012/13 for the City of McAlester.** (*Mark B. Roath, City Manager*)

Executive Summary

This agenda item concerns holding a public hearing on the proposed Capital Program for FY 2008/09 – 2012/13, which pertains to Sections 5.11 and 5.12 of the new Charter.

9. **Consider, and act upon, authorizing the Mayor to enter into a contract with Interact Public Safety Systems, in an amount not to exceed \$245,788.00, for addressing and mapping Pittsburg County, including the City of McAlester, for the E-911 system.** (*Lisa Sutterfield, E-911 Coordinator*)

Executive Summary

This agenda item concerns a proposed agreement for addressing and mapping of Pittsburg County including the City of McAlester for the E-911 system.

10. **Consider, and act upon, a proposed wholesale water rate for the City of Krebs.** (*David Medley, Utilities Director*)

Executive Summary

This agenda item concerns a proposed wholesale water rate for the City of Krebs for this calendar year.

11. **Consider, and act upon, authorizing the Mayor to sign a professional services contract with Crawford and Associates, P.C. for the period from July 1, 2008 through June 30, 2009.** (*Mark B. Roath, City Manager*)

Executive Summary

This agenda item concerns a proposed basic services contract with Crawford and Associates, P.C. for the next fiscal year.

12. **Consider, and act upon, authorizing the Mayor to sign a two year Grazing Lease with Virginia Ramsey for a tract of land totaling 121.8 acres.** (*Cora Middleton, City Clerk*)

Executive Summary

This agenda item concerns a proposed two year grazing lease.

13. **Consider, and act upon, authorizing the Mayor to sign a Personal Service Agreement with Larry Cox for Hay Bailing on the McAlester Water Shed and the Southside Industrial Park in the amount of \$1,540.00.** (*Mel Priddy, Community Services Director*)

Executive Summary

This agenda item concerns a proposed hay bailing contract.

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

Executive Summary

This agenda item concerns a proposed list of eight dilapidated buildings to be removed for health and safety reasons.

15. **Discussion, and possible action, authorizing the City Administration to work with the Pittsburg County Board of Commissioners to transfer ownership of certain vacant lots to the City for deeding to KiBois Community Action Foundation, Inc., to use in building affordable single family housing. (Max Holloway and R. Carroll Huggins)**

Executive Summary

This agenda item concerns a proposal to accept vacant lots from Pittsburg County to deed to KiBois Community Action Foundation, Inc., to use in building affordable single family housing.

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 May 13, 2008, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item D regarding the Claims for the period of May 14 through May 27, 2008. (David Burke, City Treasurer)**

ADJOURN MAU.

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the May 13, 2008, Regular Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item 8 regarding a public hearing on the proposed Capital Program for FY 2008/09 – 2012/13 for the City of McAlester. (Mark B. Roath, City Manager)**
- **Confirm action taken on City Council Agenda Item 10 regarding a proposed wholesale water rate for the City of Krebs. (David Medley, Utilities Director)**
- **Confirm action taken on City Council Agenda Item D regarding the Claims for the period of May 14 through May 27, 2008. (David Burke, City Treasurer)**

ADJOURN MPWA

CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the April 22, 2008, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of June, 2008.** *(David Burke, City Treasurer)*

ADJOURN MRTA.

RECONVENE COUNCIL MEETING.

EXECUTIVE SESSION

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

- **Section 307 (B) (1) – Discuss hiring of a City Attorney.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this ____ day of _____, 2008 at ____ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
May 13, 2008

The McAlester City Council met in regular session on Tuesday, May 13, 2008, at 6:00 P.M. after proper notice and agenda was posted May 7, 2008, at 5:00 P.M.

CALL TO ORDER

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

Present: Sam Mason, Weldon Smith, Donnie Condit, Travis Read & Mayor Lewis
Absent: Haven Wilkinson & Buddy Garvin
Presiding: Don Lewis, Mayor

Staff Present: David Burke, City Treasurer; Robert Ivester, City Attorney; David Medley, Utilities Director, Jim Lyles, Police Chief and Cora Middleton, City Clerk

INVOCATION & PLEDGE OF ALLEGIANCE

- **Jody Domingue, Pastor, Victory Park Baptist Church**

Mayor Lewis led the Pledge of Allegiance.

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

Ms. Dorothy Crone addressed the Council and reported on the "Pride in McAlester" Committee and the clean up progress in Ward Four. She added that to have pride in McAlester this had to be done in a personal manner.

Mr. Roath reported to the Mayor the he had spoken with the petitioner for item "5" and he had requested that it be withdrawn indefinitely. He added that the individual commented that it might be resubmitted at a later date.

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 April 22, 2008, Regular Meeting of the City Council. (Cora Middleton, City Clerk)**
- Concur with Mayor's appointment of Evans McBride to the McAlester Regional Health Center Authority to complete the unexpired term of Francis Stipe to expire February, 2009. (Cora Middleton, City Clerk)**

- C. Consider, accept and place on file, a Permit to Construct Water Treatment Plant Improvements Project for Enhanced Coagulation Chemical Treatment System. *(David Medley, Utilities Director)*
- D. Consider, and act upon, a Resolution to direct the filing and notification of the Publication of Biennial Supplements to the McAlester City Code of 1972. *(Cora Middleton, City Clerk)* Resolution No. 08-11.
- E. Consider, and act upon, authorizing the Mayor to sign a letter supporting the Kiamichi Economic Development District of Oklahoma's Comprehensive Economic Development Strategy. *(Don Lewis, Mayor)*
- F. Approval of Claims for the period of April 23 through May 13, 2008. *(David Burke, City Treasurer)* In the amounts of: General Fund - \$220,266.27; Nutrition - \$434.43; SE Expo Center/Tourism Fund - \$10,522.11 and Economic Development - \$12,782.50.

Councilman Condit moved to approve the consent agenda. The motion was seconded by Councilman Mason.

Before the vote, Councilman Read requested that item "E" be withdrawn for individual consideration.

Mayor Lewis stated that item "E" would be withdrawn and the Council would only act on items A, B, C, D and F.

There was no further discussion and the vote on items A, B, C, D and F was taken as follows:

AYE: Councilman Smith, Condit, Read, Mason & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

Councilman Read commented that he had asked that item "E" be withdrawn because the Comprehensive Economic Development Strategy had not been included in the packet and he did not think a letter supporting the Strategy should be sent when the Strategy had not been reviewed by the Council. He commented that it seemed intentional that it had not been included since it was stated that if you wanted to read the Strategy it would be available in Wilburton. He added that he did not feel that was appropriate.

Danny Baldwin from KEDDO addressed the Council stating that it had not been the intent for them not to be furnished a copy of the Strategy for their review. He stated that a copy would be gotten to them so they could reconsider the item.

Councilman Mason agreed with Councilman Read about needing to have the plan to consider before a letter was written or signed.

Mayor Lewis asked when would KEDDO need to have the letter of support.

Mr. Baldwin stated that the Strategy would need to be submitted by the end of June, so KEDDO did have time for the Council to review it.

Mayor Lewis told Mr. Baldwin if he would get a copy of the plan to the Council it would be placed on the next agenda following their receipt if they received it with enough time to review it prior to the meeting.

SCHEDULED BUSINESS

- 1. Consider, and act upon, proposed Water Purchase Contracts with Pittsburg County Rural Water District No. 6 and Oklahoma State Penitentiary. (David Medley, Utilities Director)**

Executive Summary

These wholesale water rate contracts establish a new rate of \$2.56 per 1,000 gallons for both entities effective January 1, 2008.

Councilman Condit moved to approve the proposed Water Purchase Contracts with Pittsburg County Rural Water District No. 6 and Oklahoma State Penitentiary. The motion was seconded by Councilman Read.

Before the vote, Councilman Condit asked if the CPI increase would be automatic on the contracts in the future?

David Medley answered that it would be automatic every January, beginning with January 2009.

Councilman Mason had a question about an expiration date on the second page of the contract and if OSP had the authority to sign the contract.

Mr. Ivester stated that it appeared to be a notary expiration date.

David Medley stated that the individual that had signed the contract was the business director and she signed all of the contracts for OSP.

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

AYE: Councilman Condit, Read, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried

- 2. Consider, and act upon, a Resolution supporting a CDBG Small Cities water and sewer project in southwest McAlester and agreeing to utilize \$79,500 of local funds as leverage to complete this project. (George Marcangeli, City Engineer/Public Works Director)**

Executive Summary

This item involves acceptance of a CDBG Small Cities grant in the amount of \$79,500 for a water and sewer project.

Councilman Read moved to approve RESOLUTION NO. 08-12, supporting a CDBG Small Cities water and sewer project in southwest McAlester and agreeing to utilize \$79,500 of local funds as leverage to complete this project. The motion was seconded by Councilman Condit.

Before the vote, David Medley explained that this project was in the “C” and Seminole area and the funds had been budgeted in the current budget.

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

AYE: Read, Mason, Smith, Condit & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

3. **Consider, and act upon, a Residential Anti-Displacement and Relocation Assistance Plan for a CDBG Small Cities water and sewer project in southwest McAlester.**
(George Marcangeli, City Engineer/Public Works Director)

Executive Summary

This item involves accepting a Residential Anti-Displacement and Relocation Assistance Plan as a condition to accepting the CDBG Small Cities grant.

Councilman Read moved to approve the Residential Anti-Displacement and Relocation Assistance Plan, seconded by Councilman Condit.

Before the vote, Councilman Condit asked if this document was just a formality?

Davie Medley stated that yes, it was a formality and they did not foresee anyone being affected by this project.

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

AYE: Councilman Mason, Smith, Condit, Read & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

4. **Discussion, and possible action, in authorizing the Mayor to enter into a contract with Interact Public Safety Systems regarding addressing and mapping Pittsburg County, including the City of McAlester, for the E-911 System .** *(Lisa Sutterfield, Coordinator)*

Executive Summary

This contract involves engaging a consultant to provide addressing and mapping for Pittsburg County including the City of McAlester.

Councilman Mason moved to authorize the Mayor to enter into a contract with Interact Public Safety Systems regarding addressing and mapping Pittsburg County, including the City of McAlester, for the E-911 System. The motion was seconded by Councilman Condit.

Before the vote, Councilman Condit asked why the middle bid was proposed and not the lowest bid?

Lisa Sutterfield stated that the lowest bidder did not have enough experience to qualify and they could not obtain a performance bond.

There was discussion among the Council concerning the bidding procedures, the steps taken to make the selection, if the funds for the contract were actually available, if the references were checked, being able to review an item at one meeting and then actually making a decision at another meeting and when the technology progressed in the next five or ten years who would upgrade the system. There was also concern with the bid criteria and how each point of concern was scored for each company.

Ms. Sutterfield explained the process that had been taken to acquire and select the company to perform the mapping and addressing. She also stated that hopefully the City would be able to upgrade the system as it was needed.

Jim Lyles commented that when this was completed, Ms. Sutterfield would be able to add or make corrections as needed.

Councilman Mason asked if the item could be tabled and if Ms. Sutterfield could come back to the next meeting with the answers to the questions that had been raised?

Mark Roath stated that with the questions that had been raised he agreed with the recommendation made by Vice-Mayor Mason.

Councilman Mason moved to amend the motion and table this item so the information for the questions could be gathered and made available to the Council at the next meeting. This motion was seconded by Councilman Condit.

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

AYE: Councilman Mason, Smith, Condit, Read & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

- 5. Consider, and act upon, a request by the Italian Festival Foundation to waive the rental fee for the use of the Southeast EXPO Center for the 2008 Annual Italian**

Festival by partnering with them in the amount of \$2,125. (Jerry Lynn Wilson, EXPO Manager)

Executive Summary

This item involves a request to waive a rental fee for use of the EXPO Center.

This item was withdrawn at the request of the petitioner.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Mr. Roath stated that he did not have a report at this time.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Smith commented on the progress of the City-wide clean up. He stated that Mr. J. T. Collier had been able to get Triad Transport, Inc. to underwrite a hazardous waste collection for the City on May 31, 2008 and June 1, 2008 and there were also plans for another collection in December. He added that Mr. Collier had set up an office to aid with the clean up. He commented that there had been several high school student groups helping with the clean up as well as churches and the Boys and Girls Scouts.

Councilman Mason asked if item "C" on the consent agenda had been advertised?

David Medley stated that it had been advertised and the bid opening was scheduled for Thursday, May 29, 2008 at 2:00 P.M.

Mayor Lewis commended all the individuals involved in the clean up. He mentioned the activity of the past weekend with the emergency management and the storm. He complemented the renovation of the Komar Park stating how nice the park was.

RECESS COUNCIL MEETING

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

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

AYE: Councilman Mason, Smith, Condit, Read & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the Regular Meeting was recessed at 6:51 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 6:53 P.M.

ADJOURNMENT

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

AYE: Councilman Condit, Read, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 6:54 P.M.

ATTEST:

Don R. Lewis, Mayor

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008
Mike Ward, O.I.L.
Department: Executive Director
Prepared By: Cora Middleton
Date Prepared: May 19, 2008

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

Subject

Consider, accept and place on file the Oklahoman's for Independent Living Quarterly Report for January, February and March, 2008.

Recommendation

Motion to accept and place on file the Oklahoman's for Independent Living Quarterly Report for January, February and March, 2008.

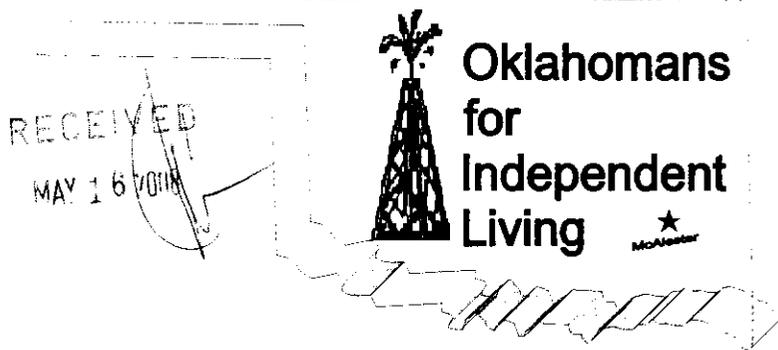
Discussion

On May 16, 2008, Mr. Mike Ward, Executive Director for the Oklahoman's for Independent Living submitted the attached Report.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>05/19/08</u>
City Manager	<u>MBR</u>	<u>05/22/08</u>

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



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

May 14, 2008

Mayor Don Lewis
P.O. Box 578
Municipal Building
McAlester, OK 74502

Dear Mayor Lewis,

During the months of January, February, March, 2008, the Oklahomans for Independent Living provided transportation to 87 individuals. Ninety separate locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, voting sites, grocery stores, Wal-Mart, restaurants, and a variety of other sites. The total number of trips was 1,264.

Costs for the program for the 3 month period are as follows:

Drivers	\$5,332
Fringe Benefits	1,066
Fuel	1,274
Maintenance	831
Insurance/fees	350
Occupancy/Phone/Supplies	<u>1,436</u>
	\$10,289

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 1,725 individuals each month. Information and referral on disability related issues was provided on 1,022 requests.

Advocacy both individual and systemic was provided on disability related issues that concern housing, environmental modifications, the Americans with Disabilities Act, employment, and program access. OIL staff have served on the McAlester ADA Committee and have assisted in reviewing ADA activities.

Peer support activities included individual counseling and group activities. 70 individuals participated in 29 peer support and community integration activities.

Independent living skills training was provide to 18 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 30 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 101 individuals at risk of nursing home placement. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement. OIL assisted 1 individual in moving out of nursing homes back into the community.

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

Sincerely,

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

Mike Ward
Executive Director

Cc Mark Roath, City Manager



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 **Item Number:** C
Department: Miller Newman, Pres.,
Pittsburg County NAACP
Prepared By: Cora Middleton **Account Code:** _____
Date Prepared: May 19, 2008 **Budgeted Amount:** _____
Exhibits: Two

Subject

Consider, and act upon, a request from Miller Newman, President of the Pittsburg County NAACP, to use the Michael J. Hunter Park at 147th and Chickasaw on Saturday, June 21, 2008, from 10:00 A.M. until 7:00 P.M. for the annual Juneteenth Celebration.

Recommendation

Motion to approve a request from Miller Newman, President of the Pittsburg County NAACP to use the Michael J. Hunter Park at 14th and Chickasaw on Saturday, June 21, 2008, from 10:00 A.M. until 7:00 P.M. for the annual Juneteenth Celebration.

Discussion

On May 9, 2008, Mr. Miller Newman submitted a written request to use of Michael J. Hunter Park on Saturday, June 21, 2008, for the annual Juneteenth Celebration.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>05/19/08</u>
City Manager	<u>MBR</u>	<u>05/22/08</u>

PITTSBURG COUNTY NAACP
P.O. BOX 13, McAlester, Oklahoma 74502

RECEIVED
MAY 09 2008

May 9, 2008

McAlester City Council
City of McAlester
1st & Washington Street
McAlester, Oklahoma 74501

RE: JUNETEENTH CELEBRATION
SATURDAY – JUNE 21, 2008

Gentlemen:

This letter is a written request to be placed on the agenda for approval to use the Michael J. Hunter Park, 14th & Chickasaw, McAlester, on Saturday, June 21, 2008, from 10:00 a.m. to 7:00 p.m.

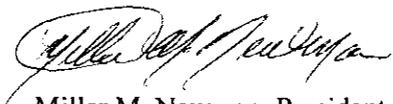
Plans for this community event include food, fun, music, art and more.

Juneteenth is a celebration honoring **June 19, 1865**, as the date in which Texas, Oklahoma (Indian Territory), Louisiana and surrounding states received the news of freedom for the slaves. The original Emancipation Proclamation signed by President Abraham Lincoln was dated January 1, 1863.

Please let us know when our representative should be at the McAlester City Council Meeting.

Thank you for your assistance in making this a special day for all.

Sincerely,



Miller M. Newman, President
Pittsburg County NAACP
(918) 423-6396

MMN:MH

Enclosure

May 20, 2008

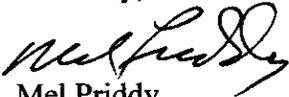
McAlester City Council
City of McAlester
1st & Washington Street
McAlester, Oklahoma 74501

RE: Juneteenth Celebration
Saturday – June 21, 2008

Gentlemen:

The McAlester Parks Department has worked with the NAACP for many years preparing Hunter Park each June 19th for the Juneteenth Celebration. It is something we plan on each year. As far as the Parks Department is concerned the NAACP has our permission to use Hunter Park on the date requested.

Sincerely,



Mel Priddy
Community Services Director

**CLAIMS FROM MAY 14, 2008
THRU
MAY 27, 2008**

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-1	MISC VENDOR					
	JOE BECK	I-07-21091	01 -5865207	CLOTHING ALLO BOOT REIMBURSEMENT	041992	100.00
	CITY OF WILBURTON	I-07-21119	01 -4-0-429	SOFTBALL COMP REFUND OF SOFTBALL ENTRY	041993	250.00
1-A00267	AIRGAS					
		I-106036823	01 -5543206	MAJOR CHEMICA MONTHLY RENTAL ON	041995	114.55
		I-106624653	01 -5543206	MAJOR CHEMICA YEARLY RENTAL ON BOTTLES	041995	175.00
1-A00585	AMERICAN TARGET CO.					
		I-76883	01 -5321325	FIRING RANGE 1000 GM 2000 P TARGETS	041997	173.70
1-A00747	AT&T					
		I-07-21095	01 -5215315	TELEPHONE UTI 91814751133780- MUN CLERK	041979	39.80
1-A00751	ATWOODS					
		I-3043838	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	041998	131.14
		I-3044433	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	041998	59.88
		I-3048323	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	041998	38.69
		I-3067199	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	041998	32.93
		I-3067538	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	041998	28.95
		I-3067544	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	041998	23.97
1-A00753	ATCO INTERNATIONAL					
		I-10202737	01 -5862203	REPAIRS & MAI BRAKE SOLVENT INVOICE	041999	480.00
1-A00770	AUTO PARTS CO					
		I-815151	01 -5862205	PETROLEUM PRO FREON FOR EQUIPMENT	042001	219.27
1-A00775	AUTO ZONE					
		I-7441	01 -5862203	REPAIRS & MAI INVOICE NOT PAID	042003	9.98
1-B00060	B & G CHEMICALS & EQUIP					
		I-194704	01 -5542206	MAJOR CHEMICA AQUALUAR 20-20 MOSQUITO	042005	5,409.96
1-B00110	BARRETT'S AUTO PRODUCTS					
		I-34657	01 -5865202	OPERATING SUP 96 PAIR JERSEY GLOVES	042006	96.00
		I-34659	01 -5862203	REPAIRS & MAI TIRE PATCHING MATERIALS	042006	464.15
1-B00150	BEALES GOODYEAR TIRES					
		I-MC151651	01 -5862203	REPAIRS & MAI 20 TIRES FOR POLICE CARS	042007	2,318.80
1-C00100	CLEET					
		I-07-21053	01 -5213336	FEES LAW ENFORCEMENT TRAINING	042013	3,225.88
1-C00320	CENTERPOINT ENERGY ARKL					
		I-07-21097	01 -5215314	GAS UTILITY 2345821-9 - 315 E KREBS	041980	1.42
		I-07-21097	01 -5215314	GAS UTILITY 1313427-5 - RONALD MC HS	041980	293.46
		I-07-21097	01 -5215314	GAS UTILITY 131342-5 - 802 E HARRISON	041980	40.07
		I-07-21098	01 -5215314	GAS UTILITY 443211-8 - #2 FIRE STATIO	041980	413.94

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-C00320	CENTERPOINT ENERGY ARKL		continued			
		I-07-21098	01 -5215314	GAS UTILITY 6871293-4 - 1600 E COLLEG	041980	117.14
		I-07-21098	01 -5215314	GAS UTILITY 672357-1 -1600 E COLLEGE	041980	637.24
		I-07-21098	01 -5215314	GAS UTILITY 672355-5 - STIPE CENTER	041980	551.82
		I-07-21098	01 -5215314	GAS UTILITY 672236-7 -CEMETERY	041980	238.46
		I-07-21098	01 -5215314	GAS UTILITY 672353-0 - OAK HILL	041980	53.60
		I-07-21098	01 -5215314	GAS UTILITY 672268-0 - LIBRARY	041980	167.19
		I-07-21098	01 -5215314	GAS UTILITY 672267-2 - #3 FIRE STATIO	041980	92.62
		I-07-21098	01 -5215314	GAS UTILITY 672271-4 - CITY HALL	041980	782.44
1-C00339	CERTIFIED LABORATORIES					
		I-387002	01 -5862203	REPAIRS & MAI DEISEL MATE	042015	553.74
1-D00096	DARRELL HEAROD					
		I-07-21111	01 -5542308	CONTRACTED SE UMPIRE FEES - 4 GAMES	042018	80.00
1-D00213	DEBBIE COMPTON					
		I-07-21110	01 -5542308	CONTRACTED SE CONTRACT MEAL DELIVERY	042020	135.00
1-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-2810275	01 -5321308	CONTRACTED SE TELETYPE RENTALS:	042022	350.00
1-F00037	FASTENAL					
		I-okmca67404	01 -5865203	REPAIR & MAIN 5 RECIP BLDs @ 15.80 EACH	042024	79.00
		I-okmca67404	01 -5865203	REPAIR & MAIN 50 CUT OFF SAW BLDs @2.53	042024	126.50
1-G00010	G & C RENTAL CENTER, IN					
		I-4078	01 -5543203	REPAIRS & MAI RENTAL OF SAND BLASTER	042027	37.50
		I-4107	01 -5547203	REPAIRS & MAI OPEN PO FOR BOB CAT	042027	326.25
1-G00130	GALL'S INC./DYNA MED					
		I-5931650501019	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	44.90
		I-5931650501027	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	76.71
		I-5931650501035	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	81.95
		I-5931650501043	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	21.20
		I-5931660201014	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	58.28
		I-5931660201022	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	77.69
		I-5931662201012	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	152.49
		I-5931664601011	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042028	239.47
1-G00317	GLEN A. STONE					
		I-298990	01 -5542202	OPERATING SUP LABOR TO PAINT CHADICK	042030	370.00
1-G00490	GRISSOM IMPLEMENT INC					
		I-24402	01 -5862203	REPAIRS & MAI 3 TAIL LIGHTS FOR PK10	042031	112.50
1-H00020	H L'S PAWN SHOP					
		I-07-20329	01 -5321324	SWAT BINO'S PENTAX 2 @ 319.99	042032	639.98
		I-07-20329	01 -5321324	SWAT RANGFINDERS 2 @ 259.99	042032	519.98

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-H00049	HALSEN PRODUCTS CO.					
		I-0097283	01 -5865402	CAPITAL PROJE 50 CONES @ 12.50 EACH	042033	625.00
1-H00052	HARD SCAPE MATERIALS					
		I-204994	01 -5548316	REPAIRS & MAI EZ-PRO PUMP 2000 GPH FOR	042035	224.00
1-H00290	HUMPHREY PLUMBING, INC.					
		I-5806	01 -5548203	REPAIRS & MAI LABOR AND MATERIAL TO	042039	262.50
1-I00110	IMPRESS OFFICE SUPPLY					
		I-23863	01 -5211202	OPERATING SUP BLANKET PO FOR SUPPLIES	042041	7.63
		I-23975	01 -5211202	OPERATING SUP BLANKET PO FOR SUPPLIES	042041	41.12
		I-24848	01 -5211202	OPERATING SUP BLANKET PO FOR SUPPLIES	042041	8.83
		I-25021	01 -5211202	OPERATING SUP BLANKET PO FOR SUPPLIES	042041	50.44
		I-6.13	01 -5211202	OPERATING SUP BLANKET PO FOR SUPPLIES	042041	6.13
1-I00140	INDIAN NATION WHOLESALE					
		I-4641302	01 -5542202	OPERATING SUP CONCESSION SUPPLIES FOR	042042	678.92
1-J00110	JACKIE BRANNON CORR. CT					
		I-P151	01 -5543206	MAJOR CHEMICA MONTH INMATE CHARGE PARKS	042043	135.30
.-J00326	JIM MIZE					
		I-07-21113	01 -5542308	CONTRACTED SE UMPIRE FEES - 4 GAMES	042044	80.00
1-J00395	JOHN BILL BRANCH					
		I-6931	01 -5543206	MAJOR CHEMICA LABOR TOP PAINT 2 WADING	042045	650.00
.-K00210	KIAMICHI ELECTRIC COOP.					
		I-07-21100	01 -5215313	ELECTRIC UTIL ELECT. FOR HEREFORS LN	041982	2.32
.-L00062	LABELCITY, INC.					
		I-SI-308192	01 -5321317	ADVERTISING & 2 DYMO LABEL WRITER 400	042047	219.80
		I-SI-308192	01 -5321317	ADVERTISING & LABELS	042047	73.56
		I-SI-308192	01 -5321317	ADVERTISING & SHIPPING	042047	9.00
.-L00380	LOCKE SUPPLY CO.					
		I-7787596-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042048	24.74
		I-7804872-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042048	12.93
		I-7809438-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042048	13.01
		I-7809459-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042048	53.32
		I-8007682-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042048	32.67
		I-8007782-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042048	215.13
.-L00429	LOVE BOTTLING CO.					
		I-49607116	01 -5543202	OPERATING SUP CONCESSION SUPPLIES FOR	042049	535.50
.-M00095	MARK MOY					
		I-10095	01 -5862203	REPAIRS & MAI INTAKE, HEAD GASKET FOR	042050	440.00

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-M00095	MARK MOY			continued		
		I-10125	01 -5862203	REPAIRS & MAI PARTS FOR POLICE CARS	042050	165.00
1-M00340	MHM RESOURCES INC.					
		I-125A10093210	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN. FEE	042052	100.00
1-MC0020	MC CLAINS LUMBER CO.					
		I-001113010	01 -5865402	CAPITAL PROJE OVER RUN ON PO 07-18622	042053	440.39
1-MC0140	MCALESTER PAINT & SUPPL					
		I-013531	01 -5542203	REPAIRS & MAI PAINT FOR JEFF LEE	042054	136.92
1-MC0200	MCALESTER SCOTTISH RITE					
		I-113	01 -5545311	PARKING RENTA MONTHLY PARKING LOT RENTA	042055	375.00
1-N00250	MCALESTER NEWS CAPITAL					
		I-03522707	01 -5652317	ADVERTISING & RIGHT OF WAY CLOSING	042056	21.70
		I-03522716	01 -5212317	ADVERTISING & BLANKET PO FOR COUNCIL	042056	34.05
		I-07-21108	01 -5101350	ELECTIONS PROCLAMATION REVISED	042056	8,427.57
1-N00312	NORTH 69 AUTO SALVAGE					
		I-01001788	01 -5862203	REPAIRS & MAI 2 15" STEEL WHEELS FOR	042058	60.00
1-000070	OGIELA MOWER SHOP					
		I-00100027	01 -5862203	REPAIRS & MAI CEMETERY GATOR MOTOR	042060	2,225.00
1-000160	OKLA. ASSOC. CHIEF/POLI					
		I-2008-280	01 -5321331	EMPLOYEE TRAV 9 ENTRY POLICE TEST &	042061	57.50
1-000273	OKLA. DEPT. OF HEALTH					
		I-07-20950	01 -5543202	OPERATING SUP HEALTH DEPT. PERMITS	042062	450.00
1-000530	OML-OK MUNICIPAL LEAGUE					
		I-24816	01 -5210202	OPERATING SUP OK MUN UTILITY COST BK	042063	25.00
		I-24816	01 -5210202	OPERATING SUP SHIPPING	042063	4.50
		I-24816	01 -5211202	OPERATING SUP OK MUN UTILITY COST BK	042063	25.00
		I-24816	01 -5211202	OPERATING SUP SHIPPING	042063	4.50
1-000533	OKLAHOMA STATE BOARD OF					
		I-07-21109	01 -5322319	MISCELLANEOUS RENEWAL FEE FOR OKLA.	042064	40.00
		I-07-21121	01 -5322319	MISCELLANEOUS ANNUAL RENEWAL	042064	40.00
1-000595	OSBI					
		I-07-21054	01 -5213336	FEEES LAW ENFORCEMENT TRAINING	042065	3,473.25
1-000610	OTA PIKEPASS CENTER					
		I-07-21083	01 -5542331	EMPLOYEE TRAV PIKE PASS PREPAID ACCT.	042066	60.00
1-P00085	PARKS BROTHERS FARM, IN					

ACCOUNT: 03686 Regular Payments

ENDORSET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-P00085	PARKS BROTHERS FARM, IN	continued				
		I-71963	01 -5542202	OPERATING SUP BEDDING PLANTS FOR	042067	518.00
I-P00310	PITNEY BOWES					
		I-3127966-MY08	01 -5215312	EQUIPMENT REN CHARGES FOR SCHEDULE	042068	252.39
I-P00510	PRO-KIL PEST CONTROL					
		I-8153	01 -5545203	REPAIRS & MAI ONE TIME PEST CONTROL AT	042069	186.00
I-P00560	PUBLIC SERVICE/AEP					
		I-07-21096	01 -5215313	ELECTRIC UTIL 95235582004- LIBRARY	041983	2,264.41
		I-07-21096	01 -5215313	ELECTRIC UTIL 95792346108- STREET LIGHT	041983	12,042.65
		I-07-21096	01 -5215313	ELECTRIC UTIL 95692191224-301 W JEFFERS	041983	54.13
		I-07-21096	01 -5215313	ELECTRIC UTIL 95824020119- HUNTER PARK	041983	56.43
		I-07-21096	01 -5215313	ELECTRIC UTIL 95242258705- PD/NARC	041983	82.93
		I-07-21096	01 -5215313	ELECTRIC UTIL 95205457302-1699 CARL ALB	041983	25.11
		I-07-21096	01 -5215313	ELECTRIC UTIL 95722742806-225 W COMANCE	041983	18.31
		I-07-21096	01 -5215313	ELECTRIC UTIL 95084541358-303 W SPRINGE	041983	20.25
		I-07-21096	01 -5215313	ELECTRIC UTIL 95287592018- GENERAL FUND	041983	9,612.95
		I-07-21096	01 -5215313	ELECTRIC UTIL 95630770212-302 E FILLMOR	041983	75.56
I-Q00017	QUALITY JANITORIAL SUPP					
		I-002850	01 -5545202	OPERATING SUP JANITORIAL SUPPLIES	042070	543.66
I-R00540	ROY THOMAS					
		I-6764	01 -5542202	OPERATING SUP LABOR & MATERIALS	042072	5,300.00
I-S00060	SANDERS NURSERY					
		I-224278	01 -5542202	OPERATING SUP ADDITIONAL PLANTS NEEDED	042073	150.00
		I-224278A	01 -5542220	DONATIONS EXP TREES FOR CEMETERY AND	042073	800.00
		I-224278C	01 -5542220	DONATIONS EXP TREES FOR CEMETERY	042073	1,115.50
I-S00076	SBC LONG DISTANCE					
		I-07-21099	01 -5215315	TELEPHONE UTI LONG DISTANCE BILL	041985	208.22
I-S00250	SHERATON MIDWEST CITY H					
		I-07-20233	01 -5321331	EMPLOYEE TRAV CHIEF SCHOOL FOR:	042077	810.00
I-S00725	STAPLES CREDIT PLAN					
		I-03191	01 -5542202	OPERATING SUP LAPTOP FOR PARKS DEPT.	042079	987.93
		I-13403	01 -5542202	OPERATING SUP LAPTOP FOR PARKS DEPT.	042079	170.39
		I-444961100111762	01 -5542319	MISCELLANEOUS OPEN PO FOR MISC. OFFICE	042079	19.99
		I-444961900106382	01 -5542319	MISCELLANEOUS OPEN PO FOR MISC. OFFICE	042079	193.96
		I-9182788365-000001A	01 -5542319	MISCELLANEOUS OPEN PO FOR MISC. OFFICE	042079	78.34
		I-9182788365-000002	01 -5542319	MISCELLANEOUS OPEN PO FOR MISC. OFFICE	042079	7.79
		I-9182788365-00001	01 -5543202	OPERATING SUP OPEN PO FOR CASH REGISTER	042079	500.00
I-S00770	STATEWIDE COMMUNICATION					
		I-32108	01 -5431316	REPAIRS & MAI REPAIR RADIO ON RESCUE 1	042080	94.00

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-T00010	T. H. ROGERS LUMBER CO.					
		I-368616	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042081	37.97
		I-368675	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042081	3.56
		I-369055	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042081	15.76
		I-369186	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042081	10.84
		I-369237	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042081	8.75
		I-369297	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042081	16.00
		I-371169	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042081	4.30
1-T00056	TED ALEXANDER					
		I-07-21112	01 -5542308	CONTRACTED SE UMPIRE FEES - 6 GAMES	042082	120.00
1-T00217	THE ST. PAUL COMPANIES					
		I-288612	01 -5215323	DAMAGES DANIEL DICKENS-A7I4235	042083	2,088.82
		I-288612	01 -5215323	DAMAGES BRITTON KANNADY-09T015	042083	5,964.73
1-T00313	TRACE ANALYTICS INC.					
		I-C08-2790	01 -5431203	REPAIRS & MAI AIR QUALITY CHECK &	042084	75.00
1-T00554	TRI-TECH INC					
		I-45271	01 -5321319	MISCELLANEOUS DRUG KITS	042086	642.75
1-U00130	UNITED SAFETY & CLAIMS					
		I-07-21143	01 -5215106	WORKMAN'S COM MEDICAL BILLS FOR WORKERS	042090	35,000.00
1-W00040	WALMART COMMUNITY BRC					
		I-05760	01 -5213202	OPERATING SUP OPERATING SUPPLIES	042091	39.96
		I-05949	01 -5213202	OPERATING SUP OPERATING SUPPLIES	042091	159.02
		I-4562	01 -5653213	SAFETY SUPPLI 50 CASES OF GATORADE	042091	498.00
1-W00046	WALTER HOLDER					
		I-6929	01 -5543316	REPAIRS & MAI LABOR TO PAINT POOLS AND	042092	1,000.00
1-W00270	WHITE ELECTRICAL SUPPLY					
		I-218600	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042093	235.20
		I-218782	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042093	67.20
		I-218797	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042093	17.88
		I-219341	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042093	65.00
				VENDOR SET 01 GENERAL FUND	TOTAL:	123,692.06

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00103 ACCURATE ENVIRONMENTAL LA						
		I-8C05027	02 -5874304	LAB TESTING LAB TESTING	041994	80.00
		I-8C05038	02 -5874304	LAB TESTING LAB TESTING	041994	95.00
		I-8D08015	02 -5874304	LAB TESTING LAB TESTING	041994	80.00
		I-8D08016	02 -5874304	LAB TESTING LAB TESTING	041994	95.00
		I-SU9270	02 -5973204	SMALL TOOLS LAB SUPPLIES FOR EAST	041994	597.47
1-A00360 ALL STATE ELECTRIC INC						
		I-009880	02 -5973316	REPAIRS & MAI REBUILD MOTOR 25HP	041996	795.00
1-A00747 AT&T						
		I-07-21095	02 -5267315	TELEPHONE UTI 91842393004101-CITY HALL	041979	3,775.38
1-A00770 AUTO PARTS CO						
		I-814199	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	36.98
		I-814222	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	128.57
		I-814243	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	158.59
		I-814287	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	230.49
		I-814288	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	34.39
		I-814308	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	62.47
		I-814335	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	34.41
		I-814385	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	29.56
		I-814518	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	89.36
		I-814608	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	33.39
		I-814654	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	35.15
		I-814659	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	92.73
		I-814746	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	134.95
		I-814747	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042000	237.66
		I-814768	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	48.10
		I-814781	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	82.98
		I-814862	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	186.22
		I-814863	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	134.95
		I-814961	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	122.88
		I-815126	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	115.95
		I-815265	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	71.87
		I-815315	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	106.54
		I-815403	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	18.89
		I-815405	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	20.93
		I-815410	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	117.20
		I-815482	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042001	8.93
		I-815532	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042002	61.81
		I-815545	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042002	26.78
		I-815550	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042002	70.45
		I-815552	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042002	7.84
		I-815604	02 -5871203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042002	146.55
1-B00035 B & H TRUCK SERVICE						
		I-24100	02 -5871203	REPAIRS & MAI REPAIR SW-1	042004	1,574.61

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00150 BEALES GOODYEAR TIRES							
		C-CM MC151599	02	-5871203	REPAIRS & MAI 6 TIRES FOR SANITATION	042007	1,297.08-
		I-MC151618	02	-5871203	REPAIRS & MAI 6 TIRES FOR SANITATION	042007	3,242.70
1-B00180 BEMAC SUPPLY							
		I-S1375736.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	12.83
		I-S1376118.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	27.09
		I-S1376283.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	36.54
		I-S1376780.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	916.26
		I-S1377420.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	18.53
		I-S1377953.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	26.56
		I-S1378853.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	21.91
		I-S1379363.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	14.17
		I-S1379872.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES FOR	042008	161.20
		I-S1379947.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	35.72
		I-S1380020.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	9.66
		I-S1380319.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	53.63
		I-S1380393.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	14.45
		I-S1380470.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042008	35.10
		I-S1381183.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES FOR	042009	131.58
		I-S1381383.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	8.12
		I-S1382364.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	4.31
		I-S1382540.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	22.08
		I-S1382693.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	30.60
		I-S1382966.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	11.58
		I-S1383212.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	26.55
		I-S1384643.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	13.81
		I-S1385761.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	21.78
		I-S1385771.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	14.37
		I-S1386216.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	52.02
		I-S1386487.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES FOR	042009	154.75
		I-S1386500.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042009	19.32
		I-S1386516.001	02	-5975209	UTILITY MAINT SUPPLIES FOR WATER &	042010	17.31
1-B00540 BROWNS SHOE FIT							
		I-6172	02	-5874207	CLOTHING ALLO WATER TREATMENT	042012	100.00
1-C00245 CATHEY & ASSOCIATES, L.							
		I-19601	02	-5874316	REPAIRS & MAI REPAIRING OVERHEAD DOOR	042014	1,030.00
1-C00320 CENTERPOINT ENERGY ARKL							
		I-07-21098	02	-5267314	GAS UTILITY 575598-8 WATER DEPT.	041980	648.22
1-C00471 CITY OF WACO							
		I-51308	02	-5871331	EMPLOYEE TRAV MS4 OPERATORS CONFERENCE	042016	200.00
1-C00585 COFFEE WRECKER, INC							
		I-12768	02	-5871203	REPAIRS & MAI TAKE SW-1 TO TULSA TO	042017	850.00

ACCKET: 03686 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-D00322	DEPT. OF ENVIR. QUALITY					
		I-21034345	02 -5874329	DEQ FEES PWS LAB FEES - TESTING	042021	427.00
1-E00324	EVANS ENTERPRISES					
		I-1065952	02 -5874203	REPAIRS & MAI REWIND OF AC STATOR,	042023	1,193.97
1-F00037	FASTENAL					
		I-OKMCA63946	02 -5873203	RP LIFT STATION MAINTENANCE	042024	43.02
		I-OKMCA64733-	02 -5873203	RP LIFT STATION MAINTENANCE	042024	50.72
		I-OKMCA65432	02 -5874316	REPAIRS & MAI SHIM KIT FOR WTP MAINT.	042024	278.30
		I-OKMCA66198	02 -5873203	RP LIFT STATION MAINTENANCE	042024	25.27
		I-OKMCA66558	02 -5873203	RP LIFT STATION MAINTENANCE	042024	20.13
		I-OKMCA66704	02 -5873203	RP LIFT STATION MAINTENANCE	042024	150.84
		I-OKMCA67135	02 -5873203	RP LIFT STATION MAINTENANCE	042024	48.78
		I-OKMCA67393	02 -5871203	REPAIRS & MAI OIL DRY FOR FLOOR AT SHOP	042024	230.00
1-F00240	FORESTRY SUPPLIERS INC.					
		I-601719-00	02 -5871202	OPERATING SUP 3 #415 SINGLE COUNTER	042025	418.50
		I-601719-00	02 -5871202	OPERATING SUP SHIPPING	042025	31.17
1-F00251	FORT COBB FUEL AUTHORIT					
		I-07-21102	02 -5267314	GAS UTILITY GAS FOR HEREFORD #1567	041981	402.03
1-F00305	FRONTIER EQUIP. SALES					
		I-80507ENZ	02 -5871203	REPAIRS & MAI PARTS FOR CAMEL FLUSH	042026	6,327.80
1-H00049	HALSEN PRODUCTS CO.					
		I-0097283	02 -5975204	SMALL TOOLS 50 CONES @ 12.50 EACH	042033	625.00
1-H00051	HAMBRICK FERGUSON					
		I-063948	02 -5874316	REPAIRS & MAI DUPLEX BOOSTER PUMP	042034	8,195.40
1-H00100	HAYNES EQUIPMENT,LLC					
		I-83226-IN	02 -5874316	REPAIRS & MAI 6" PRESSURE REDUCING	042036	2,290.00
		I-83226-IN	02 -5874316	REPAIRS & MAI FREIGHT	042036	84.68
1-H00192	HILTON WACO					
		I-3307235674	02 -5871331	EMPLOYEE TRAV MS4 CONFERENCE-WACO TX	042038	447.48
1-I00020	I B T, INC					
		I-4795359	02 -5873203	RP LOVE JOY COUPLING FOR	042040	82.46
1-L00050	LA QUINTA INN					
		I-0632665	02 -5973316	REPAIRS & MAI 3 NIGHTS LODGING FOR	042046	260.00
1-M00304	MESHEK & ASSOC. INC					
		I-7	02 -5871302	CONSULTANTS(H STORMWATER PHASE II	042051	1,880.77
1-N00270	NIX CHEVROLET					

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

FUND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-N00270	NIX CHEVROLET		continued			
		I-56703	02 -5871203	REPAIRS & MAI DEISEL FILTER HOUSING	042057	409.25
1-N00345	NSI SOLUTIONS, INC					
		I-255189	02 -5973316	REPAIRS & MAI DMR Q.A. SAMPLES FOR EAST	042059	161.00
		I-255360	02 -5973316	REPAIRS & MAI DMR Q.A. SAMPLES FOR EAST	042059	245.50
1-000530	OML-OK MUNICIPAL LEAGUE					
		I-24816	02 -5871202	OPERATING SUP OK MUN UTILITY COST BK	042063	25.00
		I-24816	02 -5871202	OPERATING SUP SHIPPING	042063	4.50
1-P00560	PUBLIC SERVICE/AEP					
		I-07-21096	02 -5267313	ELECTRIC UTIL 95043496827- MPWA	041983	34,515.67
1-R00090	RAM INC					
		I-10291	02 -5871205	PETROLEUM PRO 1000 GAL DEISEL FOR	042071	4,065.89
1-R00600	RURAL WATER DISTRICT #1					
		I-07-21101	02 -5267316	WATER UTILITY WATER FOR LANDFILL	041984	259.98
1-S00205	SEQUOYAH ENGINEERING, I					
		I-S91S0408.1	02 -5973302	CONSULTANTS (ORDINANCE MODIFICATION	042075	11,753.17
1-S00212	SERVICE & EQUIPMENT INT					
		I-2008-0426	02 -5874316	REPAIRS & MAI NEW BLOCK HEATER FOR WTP	042076	1,700.00
1-S00725	STAPLES CREDIT PLAN					
		I-02082	02 -5871202	OPERATING SUP OFFICE SUPPLIES - INK,	042079	104.96
		I-04778	02 -5871202	OPERATING SUP OFFICE SUPPLIES - INK,	042079	774.15
1-T00445	TOMMY EDWARDS					
		I-6977	02 -5973316	REPAIRS & MAI LABOR AND MATERIALS TO	042085	375.00
1-T00605	TULSA CITY-COUNTY					
		I-6644	02 -5874304	LAB TESTING COLIFORM TESTING 6 MTHS	042088	380.00
				VENDOR SET 02 MPWA	TOTAL:	94,753.09

ACCOUNT: 03686 Regular Payments

PAYOR SET: 01

FUND : 03 AIRPORT AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
L-C00320	CENTERPOINT ENERGY ARKL	I-07-21097	03 -5876314	GAS UTILITY 147501-1 - AIRPORT	041980	116.62
			VENDOR SET 03	AIRPORT AUTHORITY	TOTAL:	116.62

ACCOUNT: 03686 Regular Payments
ENDOR SET: 01
JND : 05 PARKING AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00560	PUBLIC SERVICE/AEP	I-07-21096	05 -5218313	ELECTRIC UTIL 95244019006-PARKING AUTH	041983	204.06
			VENDOR SET 05	PARKING AUTHORITY	TOTAL:	204.06

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

UND : 08 NUTRITION

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-D00213	DEBBIE COMPTON					
		I-07-21117	08 -5549308	CONTRACT SERV REIMBURSEMENT OF	042020	101.00
1-G00220	GENE CARR					
		I-07-21118	08 -5549308	CONTRACT SERV REIMBURSEMENT FOR	042029	138.88
				VENDOR SET 08 NUTRITION	TOTAL:	239.88

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

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

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-S00642	SPECIAL OPS UNIFORMS, I					
		I-711980	14 -5321451	POLICE EQUIPM SWAT VEST 11 @ 1746.80	042078	16,759.00
				VENDOR SET 14 C.O.P.S./GRANT	TOTAL:	16,759.00

ACCOUNT: 03686 Regular Payments

VENDOR SET: 01

VENDOR : 19 FIRE IMPROVEMENT GRNT

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

.-T00589 TOTAL RADIO						
		I-59285	19 -5431401	CAPITAL OUTLA 43 RADIOS	042087	53,097.76
				VENDOR SET 19 FIRE IMPROVEMENT GRNT	TOTAL:	53,097.76

ACCOUNT: 03686 Regular Payments

ENDOR SET: 01

VENDOR : 28 SE EXPO CTR/TOURISM FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-B00192	BEN E. KEITH					
		I-00605260	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	042011	268.21
I-C00320	CENTERPOINT ENERGY ARKL					
		I-07-21098	28 -5654314	GAS UTILITY 1172849-0 - EXPO CENTER	041980	2,575.80
I-D00205	DAYLIGHT DONUTS					
		I-2503-14	28 -5654202	OPERATING SUP DONUTS FOR SAFE SCHOOL	042019	144.90
I-H00129	HEAVENLY DELIGHTS BAKER					
		I-05/14/08	28 -5654210	CONCESSION SU CATERING FOR SAFE SCHOOL	042037	1,398.00
		I-05/14/08	28 -5654210	CONCESSION SU CATERING FOR SAFE SCHOOL	042037	383.85
I-J00110	JACKIE BRANNON CORR. CT					
		I-F159	28 -5654308	CONTRACT SERV INMATE LABOR FOR EXPO	042043	141.35
I-P00560	PUBLIC SERVICE/AEP					
		I-07-21096	28 -5654313	ELECTRIC UTIL 95297190423- EXPO	041983	3,591.73
I-S00190	SECURITY SYS. & ENG. IN					
		I-24250	28 -5654316	REPAIRS & MAI ALARM MONITORING SERVICE	042074	45.00
I-U00100	UNIFIRST HOLDINGS, L.P.					
		I-824 0525480	28 -5654202	OPERATING SUP MONTHLY SERVICE FEE	042089	48.71
I-W00040	WALMART COMMUNITY BRC					
		I-005594	28 -5654210	CONCESSION SU MISC CONCESSION SUPPLY	042091	70.80
		I-011703	28 -5654210	CONCESSION SU CATERING FOR EVENT ON	042091	156.02
		I-012626	28 -5654210	CONCESSION SU CATERING DHS 5/13 & 5/16	042091	147.06
		I-013765	28 -5654210	CONCESSION SU MISC CONCESSION SUPPLY	042091	26.90
		I-013849	28 -5654210	CONCESSION SU CATERING FOR EVENT ON	042091	21.47
		I-015002	28 -5654210	CONCESSION SU CATERING DHS 5/13 & 5/16	042091	112.50
		I-016374	28 -5654210	CONCESSION SU CATERING FOR EVENT ON	042091	17.97
		I-018180	28 -5654210	CONCESSION SU CATERING DHS 5/13 & 5/16	042091	20.02
VENDOR SET 28 SE EXPO CTR/TOURISM FUND TOTAL:						9,170.29

CHECK# 03686 Regular Payments

VENDOR SET: 01

END : 29 E-911

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

-A00747	AT&T					
		I-07-21095	29 -5324315	TELEPHONE UTI 91842391113250 - E911	041979	2,109.07
				VENDOR SET 29 E-911	TOTAL:	2,109.07
					REPORT GRAND TOTAL:	300,141.83

** G/L ACCOUNT TOTALS **

YR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
07-2008	01 -4-0-429	SOFTBALL COMPLE*NON-EXPENS	250.00	13,000-	870.50		
	01 -5101350	ELECTIONS	8,427.57	41,000	2,481.19		
	01 -5210202	OPERATING SUPPLIES	29.50	4,425	901.13		
	01 -5211202	OPERATING SUPPLIES	143.65	6,050	875.63		
	01 -5212317	ADVERTISING & PRINTING	34.05	5,500	2,660.38		
	01 -5213202	OPERATING SUPPLIES	198.98	4,740	1,006.48		
	01 -5213336	FEES	6,699.13	125,000	29,019.69		
	01 -5215106	WORKMAN'S COMP	35,000.00	312,758	4,086.90		
	01 -5215312	EQUIPMENT RENTALS	252.39	50,806	2,643.65		
	01 -5215313	ELECTRIC UTILITY	24,255.05	350,000	32,257.74		
	01 -5215314	GAS UTILITY	3,389.40	15,000	1,919.75		
	01 -5215315	TELEPHONE UTILITY	248.02	112,463	55,175.10		
	01 -5215323	DAMAGES	8,053.55	45,445	0.00		
	01 -5321308	CONTRACTED SERVICES	350.00	26,683	4,492.44		
	01 -5321317	ADVERTISING & PRINTING/PRO	302.36	1,500	650.64		
	01 -5321319	MISCELLANEOUS	642.75	3,000	2,357.25		
	01 -5321324	SWAT	1,159.96	25,677	4,757.69		
	01 -5321325	FIRING RANGE	173.70	9,000	35.53		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	867.50	12,000	5,950.32		
	01 -5322319	MISCELLANEOUS	80.00	6,000	2,983.26		
	01 -5431203	REPAIRS & MAINT SUPPLIES	75.00	67,156	2,368.73		
	01 -5431207	CLOTHING ALLOWANCE	752.69	17,250	1,376.48		
	01 -5431316	REPAIRS & MAINTENANCE	94.00	16,000	503.37		
	01 -5542202	OPERATING SUPPLIES	8,175.24	89,592	7,807.82		
	01 -5542203	REPAIRS & MAINT SUPPLIES	234.10	28,000	1,904.44		
	01 -5542206	MAJOR CHEMICALS	5,409.96	21,000	268.00		
	01 -5542220	DONATIONS EXPENSE	1,915.50	0	2,015.50- Y		
	01 -5542308	CONTRACTED SERVICES	415.00	30,600	8,787.25		
	01 -5542319	MISCELLANEOUS	300.08	23,341	183.56		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	60.00	3,000	529.49		
	01 -5543202	OPERATING SUPPLIES	1,485.50	10,500	287.31		
	01 -5543203	REPAIRS & MAINT SUPPLIES	37.50	5,000	271.94		
	01 -5543206	MAJOR CHEMICALS	1,074.85	29,067	3,992.89		
	01 -5543316	REPAIRS & MAINTENANCE	1,000.00	10,000	238.22		
	01 -5545202	OPERATING SUPPLIES	543.66	2,000	1,266.34		
	01 -5545203	REPAIRS & MAINT SUPPLIES	186.00	11,754	326.66		
	01 -5545311	PARKING RENTAL	375.00	4,500	750.00		
	01 -5547203	REPAIRS & MAINT SUPPLIES	326.25	12,000	840.06		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,315.14	40,000	556.81		
	01 -5548316	REPAIRS & MAINTENANCE	224.00	14,630	2,619.19		
	01 -5652317	ADVERTISING & PRINTING	21.70	3,300	1,765.62		
	01 -5653213	SAFETY SUPPLIES	498.00	8,500	2,562.42		
	01 -5653348	DRUG TESTING & MISC. FEES	100.00	8,000	1,432.60		
	01 -5862203	REPAIRS & MAINT SUPPLIES	6,829.17	170,670	1,210.03		
	01 -5862205	PETROLEUM PRODUCTS	219.27	374,500	573.26		

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	01 -5865202	OPERATING SUPPLIES	96.00	2,000	482.60		
	01 -5865203	REPAIR & MAINT SUPPLIES	205.50	51,000	14,760.20		
	01 -5865207	CLOTHING ALLOWANCE	100.00	4,250	1,035.15		
	01 -5865402	CAPITAL PROJECTS-RESURFACI	1,065.39	250,000	63,280.46		
	02 -5267313	ELECTRIC UTILITY	34,515.67	465,480	43,398.71		
	02 -5267314	GAS UTILITY	1,050.25	9,215	1,015.85		
	02 -5267315	TELEPHONE UTILITY	3,775.38	33,764	4,080.86		
	02 -5267316	WATER UTILITY	259.98	3,631	225.07		
	02 -5871202	OPERATING SUPPLIES	1,358.28	7,500	1,232.37		
	02 -5871203	REPAIRS & MAINT SUPPLIES	14,024.85	253,000	13,392.94		
	02 -5871205	PETROLEUM PRODUCTS	4,065.89	147,000	11,682.75		
	02 -5871302	CONSULTANTS(HMP & SW PHASE	1,880.77	75,000	0.00		
	02 -5871331	EMPLOYEE TRAVEL & TRAININ	647.48	1,750	476.22		
	02 -5873203	RP	421.22	0	89.95		
	02 -5874203	REPAIRS & MAINT SUPPLIES	1,193.97	50,000	32,459.48		
	02 -5874207	CLOTHING ALLOWANCE	100.00	2,000	313.17		
	02 -5874304	LAB TESTING	730.00	31,000	10,835.99		
	02 -5874316	REPAIRS & MAINTENANCE	13,578.38	85,000	39,919.16		
	02 -5874329	DEQ FEES	427.00	4,000	3,573.00		
	02 -5973204	SMALL TOOLS	597.47	2,000	465.88		
	02 -5973302	CONSULTANTS (IND. PRETREAT	11,753.17	34,369	8,109.66		
	02 -5973316	REPAIRS & MAINTENANCE	1,836.50	65,000	2,041.26		
	02 -5975202	OPERATING SUPPLIES	447.53	30,000	4,284.61		
	02 -5975204	SMALL TOOLS	625.00	3,000	1,760.10		
	02 -5975209	UTILITY MAINTENANCE SUPP.	1,464.30	40,000	3,626.08		
	03 -5876314	GAS UTILITY	116.62	500	188.87		
	05 -5218313	ELECTRIC UTILITY	204.06	7,200	5,335.36		
	08 -5549308	CONTRACT SERVICES	239.88	7,360	678.46		
	14 -5321451	POLICE EQUIPMENT	16,759.00	32,500	7,799.00		
	19 -5431401	CAPITAL OUTLAY/FIRE EQUIP	53,097.76	53,098	0.24		
	28 -5654202	OPERATING SUPPLIES	193.61	8,000	307.65		
	28 -5654210	CONCESSION SUPPLIES	2,622.80	30,000	3,031.18		
	28 -5654308	CONTRACT SERVICES	141.35	3,000	1,098.67		
	28 -5654313	ELECTRIC UTILITY	3,591.73	59,000	386.39- Y		
	28 -5654314	GAS UTILITY	2,575.80	17,913	2,073.70		
	28 -5654316	REPAIRS & MAINTENANCE	45.00	11,000	835.15		
	29 -5324315	TELEPHONE UTILITY	2,109.07	209,000	186,319.62		
	** 2007-2008 YEAR TOTALS **		300,141.83				

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 1
Department: Mayor/Council
Cora Middleton for Robert
Prepared By: Ivester, City Attorney Account Code: _____
Date Prepared: May 19, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Consider and act upon, an Ordinance creating Section 34-1, Municipal Court of the Code of the City of McAlester, Oklahoma and declaring an emergency.

Recommendation

Motion to approve an Ordinance creating Section 34-1, Municipal Court of the Code of the City of McAlester, Oklahoma and declaring an emergency.

Discussion

This ordinance creates Section 34-1, Municipal Court.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>05/19/08</u>
City Manager	<u>MBR</u>	<u>05/22/08</u>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, CREATING SECTION 34-1, MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: SEC. 34-1. MUNICIPAL COURT.

Cases arising out of violations of the Charter and Ordinances of the City shall be tried by the Municipal Court created by State law, or a lawful successor of the Court created by State law.

SECTION 2: Emergency Clause

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

PASSED and the EMERGENCY CLAUSE ruled on separately by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this _____ day of May, 2008.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Don R. Lewis, Mayor

ATTEST:

Cora Middleton, City Clerk

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

Robert Ivester, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 2
Department: Mayor/Council
Cora Middleton for Robert
Prepared By: Ivester, City Attorney Account Code: _____
Date Prepared: May 19, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Consider and act upon, an Ordinance creating Section 34-2, Municipal Judge, City Prosecutor; appointment and removal; of the Code of the City of McAlester, Oklahoma and declaring an emergency.

Recommendation

Motion to approve an Ordinance creating Section 34-2, Municipal Judge, City Prosecutor; appointment and removal; of the Code of the City of McAlester, Oklahoma and declaring an emergency.

Discussion

This ordinance creates Section 34-2, Municipal Judge, City Prosecutor; appointment and removal.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>05/19/08</u>
City Manager	<u>MBR</u>	<u>05/19/08</u>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER OKLAHOMA, CREATING SECTION 34-2, MUNICIPAL JUDGE, CITY PROSECUTOR; APPOINTMENT, REMOVAL, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: SEC. 34-2. CITY JUDGE, CITY PROSECUTOR; APPOINTMENT, REMOVAL.

The City Judge and City Prosecutor shall be appointed by the City Manager, subject to confirmation by the City Council. The City Judge and City Prosecutor shall serve at the pleasure of the City Manager, and may be removed by the City Manager.

SECTION 2: Emergency Clause

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

PASSED and the EMERGENCY CLAUSE ruled on separately by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this _____ day of May, 2008.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Don R. Lewis, Mayor

ATTEST:

Cora Middleton, City Clerk

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

Robert Ivester, City Attorney

20 May 2008

To: Cora Middleton, City Clerk

From: Weldon Smith, 1st Ward Councilman

RECEIVED

MAY 20 2008

Please note the day and time submitted by your signature of the receipt of my request that the following item be placed on the agenda exactly as written in our regular meeting on Tuesday, 27 May 2008. Please forward a copy to the person responsible for preparation of this agenda.

Discussion and possible action concerning the Section 2.10 (b) of the new charter.

Executive Summary

The new charter, approved by the people on 13 May 08, contains the following paragraph:

(b) Rules and Journal. The City Council shall determine its own rules and order of business and shall provide for keeping a journal of its proceedings. This journal shall be a public record and posted on a website or other means of publicly available electronic distribution.

Several items in the old charter which dealt with Council rules were omitted from the new charter, such as the part of Sec. 2-7 Council: Meetings, that dealt with details of the notification of council members in the event of a special meeting.

It is suggested that the Council review its rules to determine if any amendments are deemed desirable in light of the new charter language.



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 4
Department: Mayor/Council
Prepared By: Cora Middleton for Weldon Smith, Councilmember Account Code: _____
Date Prepared: May 20, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Discussion, and possible action, concerning the Section 4.05 of the new charter.

Recommendation

Discussion

The new charter, approved by the people on 13 May 08, contains the following:

Section 4.05. Land Use, Development, and Environmental Planning.

Consistent with all applicable federal and state laws with respect to land use, development, and environmental planning, the City Council shall:

- (1) Designate an agency or agencies to carry out the planning function and such decision-making responsibilities as may be specified by ordinance.
- (2) Adopt a comprehensive plan that is to be reviewed annually and determine to what extent zoning and other land use control ordinances must be consistent with the plan.
- (3) Determine to what extent the comprehensive plan and zoning and other land use ordinances must be consistent with regional plan(s); and
- (4) Adopt development regulations, to be specified by ordinance, to implement the plan.

The designated agency, the City Manager, and the Mayor and Council shall seek to act in cooperation with other jurisdictions and organizations in their region to promote integrated approaches to regional issues.

It is suggested that the Mayor appoint a subcommittee of the Council to begin work on accomplishing these requirements of the new charter.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>05/20/08</u>
City Manager	<u>MBR</u>	<u>05/22/08</u>

20 May 2008

RECEIVED

MAY 20 2008

To: Cora Middleton, City Clerk

From: Weldon Smith, 1st Ward Councilman

Please note the day and time submitted by your signature of the receipt of my request that the following item be placed on the agenda exactly as written in our regular meeting on Tuesday, 27 May 2008. Please forward a copy to the person responsible for preparation of this agenda.

Discussion and possible action concerning the Section 4.05 of the new charter.

Executive Summary

The new charter, approved by the people on 13 May 08, contains the following:

Section 4.05. Land Use, Development, and Environmental Planning.

Consistent with all applicable federal and state laws with respect to land use, development, and environmental planning, the City Council shall:

- (1) Designate an agency or agencies to carry out the planning function and such decision-making responsibilities as may be specified by ordinance;
- (2) Adopt a comprehensive plan that is to be reviewed annually and determine to what extent zoning and other land use control ordinances must be consistent with the plan;
- (3) Determine to what extent the comprehensive plan and zoning and other land use ordinances must be consistent with regional plan(s); and
- (4) Adopt development regulations, to be specified by ordinance, to implement the plan.

The designated agency, the City Manager, and the Mayor and Council shall seek to act in cooperation with other jurisdictions and organizations in their region to promote integrated approaches to regional issues.

It is suggested that the Mayor appoint a subcommittee of the Council to begin work on accomplishing these requirements of the new charter.

20 May 2008

RECEIVED

MAY 20 2008

To: Cora Middleton, City Clerk

From: Weldon Smith, 1st Ward Councilman

Please note the day and time submitted by your signature of the receipt of my request that the following item be placed on the agenda exactly as written in our regular meeting on Tuesday, 27 May 2008. Please forward a copy to the person responsible for preparation of this agenda.

Discussion and possible action concerning provisions for establishment of a Board of Ethics, referenced by the new charter in Section 7.01 (b).

Executive Summary

The new charter, approved by the people on 13 May 08, contains the following paragraph:

- (b) **Board of Ethics.** The City Council shall, by ordinance, establish an independent Board of Ethics to administer and enforce the conflict of interest and financial disclosure ordinances. No member of the Board may hold elective or appointed office under the City or any other government or hold any political party office. Insofar as possible under state law, the City Council shall authorize the Board to issue binding advisory opinions, conduct investigations on its own initiative and on referral or complaint from officials or citizens, subpoena witnesses and documents, refer cases for prosecution, impose administrative fines, and to hire independent counsel, subject to notification to the City Council. The City Council shall appropriate sufficient funds to the Board of Ethics to enable it to perform the duties assigned to it and to provide annual training and education of City officials and employees, including candidates for public office, regarding the Code of Ethics. All City boards and committees shall promptly report in writing any findings of unethical activity by an elected or appointed official to the Board of Ethics.

The council may determine how the ordinance called for by this section is determined, but one suggestion is that the mayor appoint a subcommittee of the council to write the required ordinance and report back to the council by the next council meeting on Tuesday, 10 Jun 08. This ordinance would establish such things as: 1) the number of members of the Board of Ethics; 2) qualification, if any, to serve on the Board; 3) term and timing of appointments (staggered terms may be desired); 4) how the rules of the Board are to be determined, and 5) any other items that may be desired.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 27, 2008</u>	Item Number:	<u>6</u>
Department:	<u>Mayor/Council</u>		
	<u>Cora Middleton for Weldon</u>		
Prepared By:	<u>Smith, Councilmember</u>	Account Code:	<u></u>
Date Prepared:	<u>May 20, 2008</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>Three</u>

Subject

Discussion, and possible action concerning creation of a Code of Conduct, referenced by the new charter in Section 7.01 (c).

Recommendation

Discussion

The new charter, approved by the people on 13 May 08, contains the following paragraph:

(c) Code of Conduct.

- (1) The City Council shall create and approve a written Code of Conduct for the City of McAlester. This Code shall describe, in general terms, ethical and unethical behavior and shall give examples of specific acts or failures to act that shall be considered violations of this policy, while not precluding non-specified items. This Code shall be reviewed at least annually, amended as necessary, and re-approved by the Council.
- (2) All City Council members, City officers, and employees shall be supplied with a copy of the Code of Conduct upon taking office or being employed by the City and at least annually thereafter. After each receipt of the Code, they shall certify in writing that they have read and understand the Code, have adhered to the Code, and not aware of any violation of the Code by any Council member or City employee. Any exceptions shall be noted in writing. These certifications will be maintained in the City's administrative and personnel files.
- (3) City officers and employees who violate any provision of the Code of Conduct shall be subject to disciplinary action up to and including dismissal. Persons who violate the Code may also be subject to prosecution under State and Federal Law.

The required Code of Conduct might be handled as a two phase project. The first and most immediate task could be to develop a one-page statement of principles of ethical conduct for city government. A couple of examples of such statements are attached. In the second phase, a more in-depth and detailed code such as many cities also have could be developed.

It is suggested that the Mayor appoint a subcommittee of the council to write the short version of the Code of Conduct in ordinance form and report back to the Council by the next meeting on Tuesday, 10 June 08. This subcommittee could then develop the more extensive code and present it for Council approval in the near future.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	05/20/08
City Manager	MBR	05/22/08

RECEIVED

MAY 20 2008

20 May 2008

To: Cora Middleton, City Clerk

From: Weldon Smith, 1st Ward Councilman

Please note the day and time submitted by your signature of the receipt of my request that the following item be placed on the agenda exactly as written in our regular meeting on Tuesday, 27 May 2008. Please forward a copy to the person responsible for preparation of this agenda.

Discussion and possible action concerning creation of a Code of Conduct, referenced by the new charter in Section 7.01 (c).

Executive Summary

The new charter, approved by the people on 13 May 08, contains the following:

(c) Code of Conduct.

- (1) The City Council shall create and approve a written Code of Conduct for the City of McAlester. This Code shall describe, in general terms, ethical and unethical behavior and shall give examples of specific acts or failures to act that shall be considered violations of this policy, while not precluding non-specified items. This Code shall be reviewed at least annually, amended as necessary, and re-approved by the Council.
- (2) All City Council members, City officers, and employees shall be supplied with a copy of the Code of Conduct upon taking office or being employed by the City and at least annually thereafter. After each receipt of the Code, they shall certify in writing that they have read and understand the Code, have adhered to the Code, and are not aware of any violation of the Code by any Council member or City employee. Any exceptions shall be noted in writing. These certifications will be maintained in the City's administrative and personnel files.
- (3) City officers and employees who violate any provision of the Code of Conduct shall be subject to disciplinary action up to and including dismissal. Persons who violate the Code may also be subject to prosecution under State or Federal Law.

The required Code of Conduct might be handled as a two phase project. The first and most immediate task could be to develop a one-page statement of principles of ethical conduct for city government. A couple of examples of such statements are attached. In the second phase, a more in-depth and detailed code such as many cities also have could be developed.

It is suggested that the mayor appoint a subcommittee of the council to write the short version of the Code of Conduct in ordinance form and report back to the council by the next council meeting on Tuesday, 10 Jun 08. This subcommittee could then develop the more extensive code and present it for council approval in the near future.

Code of Ethics & Values Example
(Courtesy of Santa Clara, CA)

McAlester's Code of Ethics & Values is designed to provide clear, positive statements of ethical behavior reflecting the core values of the community. The Code includes practical strategies for addressing ethical questions and a useful framework for decision-making and handling the day-to-day operations of the municipality.

Goals of the Code of Ethics & Values

To make McAlester a better community, built on mutual respect and trust

To promote and maintain the highest standards of personal and professional conduct among all involved in City government, elected officials, City staff, volunteers, and members of the City's boards, commissions and committees

The Code of Ethics & Values is a touchstone for members of boards, commissions and committees in fulfilling their roles and responsibilities.

Preamble

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of McAlester has adopted this Code of Ethics & Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the City's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. As a Representative of the City of McAlester, I will be ethical.

In practice, this value looks like:

- a. I am trustworthy, acting with the utmost integrity and moral courage.
- b. I am truthful, do what I say I will do, and am dependable.
- c. I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.
- d. I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- e. I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
- f. I show respect for persons, confidences, and information designated as "confidential."
- g. I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. As a Representative of the City of McAlester, I will be professional.

In practice, this value looks like:

- a. I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- b. I approach my job and work-related relationships with a positive attitude.
- c. I keep my professional knowledge and skills current and growing.

3. As a Representative of the City of McAlester, I will be service-oriented.

In practice, this value looks like:

- a. I provide friendly, receptive, courteous service to everyone.
- b. I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.
- c. In my interactions with constituents, I am interested, engaged, and responsive.

4. As a Representative of the City of McAlester, I will be fiscally responsible.

In practice, this value looks like:

- a. I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
- b. I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- c. I make good financial decisions that seek to preserve programs and services for City residents.

5. As a Representative of the City of McAlester, I will be organized.

In practice, this value looks like:

- a. I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b. I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- c. I am respectful of established City processes and guidelines.

6. As a Representative of the City of McAlester, I will be communicative.

In practice, this value looks like:

- a. I convey the City's care for and commitment to its citizens.
- b. I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- c. I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. As a Representative of the City of McAlester, I will be collaborative.

In practice, this value looks like:

- a. I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b. I work towards consensus building and gain value from diverse opinions.
- c. I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d. I consider the broader regional and State-wide implications of the City's decisions and issues.

8. As a Representative of the City of McAlester, I will be progressive.

In practice, this value looks like:

- a. I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
- b. I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
- c. I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

**City of Los Angeles
CODE OF ETHICS**

**STATEMENT OF APPROVED PRINCIPLES FOR PUBLIC SERVICE
IN THE GOVERNMENT OF THE CITY OF LOS ANGELES**

General Rule with Respect to Conflicts of Interest

Persons in the public service shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur any obligation which is in substantial conflict with the proper discharge of their official duties in the public interest or which impairs their independence of judgement in the discharge of such duties.

II

Actions and Conduct Designed to Build Public Confidence

Persons in the public service shall not only be ever conscious that public service is a public trust but also shall be impartial and devoted to the best interests of the City, and shall so act and conduct themselves, both inside and outside the City's service, as not to give occasion for distrust of their impartiality or of their devotion to the City's best interests.

III

Acceptance of Favors and Gratuities

Persons in the public service shall not accept money or other consideration or favors from anyone other than the City for the performance of an act which they would be required or expected to perform in the regular course of their duties; nor shall such persons accept any gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to city business.

IV

Use of Confidential Information

Persons in the public service shall not disclose confidential information acquired by or available to them in the course of their employment with the City, or use such information for speculation or personal gain.

V

Use of City Employment and Facilities for Private Gain

Persons in the public service shall not use, for private gain or advantage, their city time or the City's facilities, equipment or supplies, nor shall they use or attempt to use their position to secure unwarranted privileges or exemptions for themselves or others.

VI

Contracts With the City

Persons in the public service shall not exercise any discretionary powers for, or make any recommendations on behalf of or to the City or any department or officer thereof with respect to any contract or sale to which the City or any department thereof is a party and in which such persons shall knowingly be directly or indirectly financially interested.

VII

Outside Employment Impairing Service to the City

Persons in the public service shall not engage in outside employment or business activity which involves such hours of work or physical effort that it would or could be reasonably expected to substantially reduce the quality or quantity of work or interfere with such persons' giving a full day's labor for a full day's pay.

VIII

Outside Employment Incompatible With Official Duties

Persons in the public service shall not engage in any outside employment which involves the performance by them of any work which will come before them as officers or

employees of the City, or under their supervision, for approval or inspection; provided that nothing in this paragraph shall be taken to limit in any manner the outside employment of such persons where the interests of the City are protected under Section 28.1 of the Charter and ordinances adopted thereunder.

IX

Personal Investments

Persons in the public service shall not make personal investments in enterprises which they have reason to believe may be involved in decisions or recommendations to be made by them, or under their supervision, or which will otherwise create a substantial conflict between their private interests and the public interest. If, however, persons in the public service have financial interests in matters coming before them, or before the department in which they are employed, they shall disqualify themselves from any participation therein.

X

Discussion of Future Employment

Persons in the public service shall not negotiate for future employment outside the city service with any person, firm, or organization known by such persons to be dealing with the City concerning matters within such persons' areas of responsibility or upon which they must act or make a recommendation.

XI

Conduct With Respect to Performance on the Job

Persons in the public service shall perform their duties earnestly, economically and efficiently.

XII

Activities Incompatible With Official Duties and the Reporting of Improper Government Activities

Persons in the public service shall not engage in any improper governmental activity or in any actions or practices which would interfere with the proper performance of the duties of others. Persons in the City service are strongly encouraged to fulfill their own moral obligations to the City by disclosing to the extent not expressly prohibited by law, improper governmental activities within their knowledge. No officer or employee of the City shall directly or indirectly use or attempt to use the authority or influence of such officer or employee for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose such improper activity.

XIII

Loyalty

Persons in the public service shall uphold the Federal and California State Constitutions, laws and legal regulations of the United States, the State of California, the City of Los Angeles, and all other applicable governmental entities therein.

XIV

Affirmative Action

Persons in the public service shall not, in the performance of their service responsibilities, discriminate against any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual preference, medical condition, or handicap and they shall cooperate in achieving the equal employment opportunity and affirmative action goals and objectives of the City.



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 7
Department: Mayor/Council
Cora Middleton for Weldon
Prepared By: Smith, Councilmember Account Code: _____
Date Prepared: May 20, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Discussion, and possible action, concerning the review and revision of the City of McAlester's Personnel Code.

Recommendation

Discussion

The existing Personnel Code is in conflict with the current charter in several instances. The Personnel Code should be reviewed to insure that no such conflicts exist between the new charter and the Personnel Code.

The current charter has several sections, including: Sec. 8-2 Personnel board created; Sec. 8-3 Classified and unclassified services; and Sec. 8-4 Removal, etc.; hearing before the personnel board, that are not in the new charter. The Charter Review Commission determined that these items more correctly belong in the Personnel Code.

It is recommended that the Council request that the city administration review the Personnel Code within the next few weeks and make any corrections or amendments to the code that will bring it into agreement with the new charter and the needs of the City. It is suggested that the administration present the revised code to the Council for approval at the 24 June 08 meeting.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>05/20/08</u>
City Manager	<u>MBR</u>	<u>05/22/08</u>

20 May 2008

RECEIVED

MAY 20 2008

To: Cora Middleton, City Clerk

From: Weldon Smith, 1st Ward Councilman

Please note the day and time submitted by your signature of the receipt of my request that the following item be placed on the agenda exactly as written in our regular meeting on Tuesday, 27 May 2008. Please forward a copy to the person responsible for preparation of this agenda.

Discussion and possible action concerning the review and revision of the City of McAlester's Personnel Code.

Executive Summary

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The current charter has several sections, including: Sec. 8-2 Personnel board created; Sec. 8-3 Classified and unclassified services; and Sec. 8-4 Removal, etc.; hearing before the personnel board, that are not in the new charter. The Charter Review Commission determined that these items more correctly belong in the Personnel Code.

It is recommended that the Council request that the city administration review the Personnel Code within the next few weeks and make any corrections or amendments to the code that will bring it into agreement with the new charter and the needs of the City. It is suggested that the administration present the revised code to the Council for approval at the 24 Jun 08 meeting.

- (1) an appropriation ordinance making appropriations by department, division, or other organizational unit, activities or objectives;
- (2) ordinances required to authorize new revenues or to amend the rates or other features of existing taxes or other revenue sources.

Sections of the current charter and proposed charter applicable to the Capital Program process.

Current Charter: Section 3-2 City manager: Powers and Duties. (8) Keep the city council fully advised as to the financial condition and future needs of the city; **(11)** Assist the council to develop long term goals for the city and strategies to implement these goals.

Current Charter: Section 4-4 Public Improvements. Public improvements may be made by the city government, itself or by contract. ... (The rest of the section is on contracts and bidding.)

The following are from the **Proposed Charter**:

Section 5.11. Capital Program.

(a) Submission to City Council. The City Manager shall prepare and submit to the City Council and the Audit and Finance Advisory Committee a five (5)-year or longer capital program no later than the fifteenth (15th) day of March.

(b) Contents. The capital program shall include:

- (1) A clear general summary of its contents;
- (2) Identification of the long-term goals of the community;
- (3) A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five (5) fiscal years or longer next ensuing, with appropriate supporting information as to the necessity for each, regardless of whether funding is available for any such capital expenditure or improvement;
- (4) Cost estimates and recommended time schedules for each improvement or other capital expenditure;
- (5) Method of financing upon which each capital expenditure is to be reliant;
- (6) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired;
- (7) Methods to measure outcomes and performance of the capital plan related to the long-term goals of the community.

The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

(c) Debt Limitations. Any resolution or ordinance adopted by the council permitting or approving the creation of any indebtedness or obligation by a municipal beneficiary trust in excess of \$500,000 must be approved by a majority of the qualified electors of the City of McAlester;

provided that for purposes of this provision, the terms "indebtedness or obligation" shall include the aggregate rental required to be paid for the entire term of a lease.

- (d) **Public Improvements.** Public improvements may be made by the City government itself or by contract. The Council shall award all contracts for such improvements; provided that the Council may authorize the City Manager to award such contracts not exceeding an amount to be determined by the Council and subject to such regulations as the Council may prescribe. The City will follow State Law on bidding.

Section 5.12. City Council Action on Capital Program.

- (a) **Notice and Hearing.** Within one (1) week of receiving the capital budget from the City Manager, the City Council shall publish in one or more newspapers of general circulation in the City and on a website or other publicly available means of electronic distribution, the general summary of the capital program and a notice stating:
- (1) The times and places where copies of the entire detailed capital program are available for inspection by the public and purchase at a reasonable price set by the Council; and
 - (2) The time and place, not less than two (2) weeks after such publication, for a public hearing(s) on the capital program.

Public discussion and suggestions on the capital program will be actively solicited until the fifteenth (15th) day of April.

- (b) **Adoption.** The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect.

Notice of Public Hearing: 2008-2012 Capital Program

The McAlester City Council will hold a public hearing on the 2008-2012 Capital Program. The public hearing will be held on Tuesday, May 27, 2008, during the City Council meeting that begins at 6:00 P.M. at the City Hall, 28 E. Washington. The purpose of the hearing is to receive public input on the proposed Capital Program.

The 2008-2012 Capital Program document consists of a schedule listing capital projects together with cost estimates and the proposed method of financing them. The proposed Capital Program for 2008-2012 is \$23,591,126.

Input, suggestions, and testimony may be submitted in writing to the City Clerk's Office at 28 E. Washington, P.O. Box 578, McAlester, OK 74502, prior to the hearing.

The detailed Capital Program of the City of McAlester, 2008 through 2012, will be available for inspection by the public during regular hours of operation (8:00 a.m. to 5:00 p.m.) beginning May 12 through May 27, 2008, at:

- City Clerk's Office – 28 E. Washington
- City Treasurer's Office – 28 E. Washington
- City of McAlester Website (cityofmcalester.com)

CITY OF McALESTER, OKLAHOMA
By Don R. Lewis, Mayor



May 22, 2008

Honorable Mayor and City Councilmembers
City of McAlester

Re: Revised Transmittal of the Proposed Fiscal Years 2008/09 -
2012/13 Capital Program

I hereby transmit to you the proposed Fiscal Years 2008/09 - 2012/13 Capital Program outlining the City's infrastructure and related other needs in accordance with Section 5.11 of the new Charter. This proposed Capital Program totals \$26,186.089.

The proposed Capital Program for Fiscal Year 2008/09 totals \$10,039,265, which is subject to City Council approval. The projected expenditure on all items for Fiscal Years 2009/10 through 2012/13 is provided primarily for planning purposes and is not a commitment of funds. Expenditure approval will be sought for those projects during the appropriate budget year.

The proposed Capital Program contained within this report continues to advance the City's Mission Statement, which was developed at the recent City Council Retreat held on February 8 and 9, 2008. The Mission Statement is as follows:

1. To be a regional economic hub that works with the community to provide ethical and responsible services.
2. To maintain public trust and to provide a quality of life to meet the expectations of the citizens of McAlester. These expectations will be accomplished with a cooperative effort between the citizens, elected officials and city government.
3. To provide high quality, economical, responsive city services with integrity and professionalism.
4. To provide a framework of safe, quality municipal services through proper financial management while planning for future growth and development.

Further, the proposed Capital Program contained within this report addresses the City's Long-Term Goals for the community, which was also advanced at the aforementioned Retreat. They are:

1. Improve the perception (image) of the City of McAlester.
2. Develop and/or update plans for critical development areas for the City of McAlester.
3. Clean and beautify McAlester
4. Evaluate options for future growth and development.

In accordance with Section 5.11 (b), (3) of the new Charter, I am transmitting, under separate cover, the "supporting information" for each proposed capital program item listed in the general summary. Form "A" is for proposed construction and/or land acquisition capital items. Form "B" is for proposed equipment/vehicle capital items.

Under Section 5.11 (b), (6), the new Charter requests that the "annual cost of operating and maintaining the facilities to be constructed or acquired" is requested. However, until such time as the City Council engages the appropriate professional to undertake a review of the project, including preliminary design of said facilities, the City Administration can only estimate as to future annual operating costs, if at all.

In closing, I wish to thank the following department heads for developing capital projects for their particular areas including project costs: **Cora Middleton**, City Clerk; **David Burke**, City Treasurer; **David Medley**, Utilities Director; **George Marcangeli**, City Engineer/Public Works Director; **Harold Stewart**, Fire Chief; **Jim Lyles**, Police Chief and **Mel Priddy**, Community Services Director.

Sincerely,

Mark B. Roath
City Manager

MBR: mc

- c. Audit and Finance Advisory Committee
Department Heads

Note: This Revised Capital Program includes updated financial information on one or more projects, which were originally included in the May 1, 2008 submittal.

User's Guide

City of McAlester Capital Program

To assist in the review of the proposed Capital Program, this brief User's Guide is provided.

Purpose of the Capital Program

A Capital Program is a community's plan for short and long-range development. A Capital Program is a schedule listing capital projects together with cost estimates and the proposed method of financing them. A Capital Program is not static. Adoption of a Capital Program does not lock a City in for upcoming years. Each year the Capital Program is reviewed and updated to reflect changing community priorities, unexpected emergencies or events, unique opportunities, cost changes or alternate financing strategies.

The proposed new City Charter for the City of McAlester requires that the City develop a Capital Program. It states: "The City Manager shall prepare and submit to the City Council and the Audit and Finance Advisory Committee a five (5)-year or longer capital program. . ."

A Capital Project, as used in this proposed Capital Program, is any capital item having a useful life of one year or more and an acquisition cost of \$15,000 or more.

Capital Program Categories

The Capital Program is divided into six major categories. Each category has a summary list of projects that also includes a subtotal cost per fiscal year.

All Capital Program projects are grouped into one of the following categories:

1. **Parks and Recreation** - Parks and Recreation facilities, including park sites, etc.

2. **Public Buildings** - General and special purpose buildings to include the City Hall, recreation center, EXPO Center, and other buildings.
3. **Streets and Other Related Infrastructure** - Transportation infrastructure, including, but not limited to street construction, and other supporting improvements.
4. **Water** - Facilities for the treatment of water as well as distribution of water.
5. **Wastewater** - Facilities for the treatment of sewage as well as the collection of same.
6. **Vehicles and Equipment** - Vehicles and equipment used in various operations including fire trucks, police vehicles, tractors, mowers, etc., which are used to support City services.
7. **Miscellaneous** - Any capital projects not otherwise categorized in the other categories.

Capital Program Process

This initial Capital Program was developed by staff with policy direction from the City Council. In the future, the process for development of the Capital Program will take the following steps:

- The City Manager, with the assistance of the Finance Department, will initiate the process;
- The Department Heads will identify and develop capital project needs including preliminary project costs, etc., in accordance with the proposed new City Charter, Section 5.11 entitled Capital Program.
- The Finance Department will review all capital project needs, verify project costs and identify potential funding sources, then it will assemble a rough draft format of the Capital Program.
- The City Manager will review and recommend, along with the appropriate Department Head, the proposed Capital Program to the City Council and Audit and Finance Advisory Committee.
- The City Manager, and appropriate Department Heads, will then present the Capital Program, including the Audit and Finance Advisory Committee recommendation to the City

Council for their consideration and possible formal adoption after one or more public hearings are held.

Note: Under this Capital Program process, input from the general public would be solicited via written comment and during reviews by the Audit and Finance Advisory Committee and City Council.

CITY OF McALESTER
CAPITAL PROGRAM- FY 2008/09 - 2012/13

Department	Project Name	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	Total			
Parks and Recreation Projects										
Community Services	Chadick Park (Resurface Tennis Court)	15,000	GF				15,000			
Community Services	Cemetery and Parks (Trees)	15,000	GF	15,000	GF	15,000	GF	15,000	75,000	
Community Services	Chadick Park (Replace Playground Equipment)			50,000	GF			50,000		
Community Services	Skateboard Park				60,000	GF		60,000		
Community Services	Disc Golf Course					20,000	GF	20,000		
Community Services	Big Lake, Hutchison & Connally Park (Repl. Playground Equipment)						150,000	GF	150,000	
		30,000		65,000		75,000		35,000		175,000
Public Buildings Projects										
City Manager	City Hall (Renovation)	200,000	GF	300,000	GF				500,000	
Community Services	Stipe Center (Replace HVAC Unit)			25,000	GF				25,000	
Community Services	Stipe Center (Replace Part of Roof)			100,000	GF				100,000	
Community Services	EXPO Center (New 3 Phase Electric Service)	18,000	EX						18,000	
Community Services	EXPO Center (New Mezzanine Glass Enclosure)	20,000	EX						20,000	
Community Services	EXPO Center (Rplace Upstairs Carpet)			25,000	EX				25,000	
Community Services	Cemetery (New Storage Building)					60,000	GF		60,000	
Public Works	Public Works Facility (New Building)					500,000	PW	500,000	PW	1,000,000
		238,000		450,000		560,000		560,000		1,708,000
Street and Other Related Projects										
Community Services	Sidewalks (ADA Improvements)	32,500	GF	32,500	GF	32,500	GF	32,500	GF	162,500
Community Services	EXPO Center Parking Lot (Expansion)					182,000	EX			182,000
Community Services	EXPO Center (Lagoon Expansion)			50,000	EX					50,000
Community Services	Airport Terminal Apron (Rehabilitation)	340,520	GR							340,520
Community Services	Airport (Grade Runway)			166,667	GR	833,333	GR	1,471,667	GR	2,471,667
Community Services	Cemetery (North town Road Improvements)							42,000	GF	42,000
Public Works	Traffic Signal (Strong/Monroe Intersection)	160,000	GR							160,000
Public Works	Traffic Signal (Strong/Washington Intersection)			40,000	GF					40,000
Public Works	Traffic Signal (Strong/Myandotte Intersection)					180,000	GR			180,000
Public Works	City Wide Street Improvements	2,000,000	GR							2,000,000
Public Works	Street and Drainage Improvements (Remaining Bond Projects)	2,665,000	GR							2,665,000
Public Works	Canal Wall Reconstruction (B/t Kiowa and Delaware)			40,000	GF					40,000
Public Works	Street Resurfacing	200,000	GF	200,000	GF	200,000	GF	200,000	GF	1,000,000
Public Works	Railroad Quiet Zones							750,000	GO	750,000
		3,398,020		528,167		1,427,833		1,704,167		7,058,020

Key: Donations (D); E-911 (E9); Econ. Development (ED); EXPO (EX); Forfeiture Fund (FF); General Fund (GF); Grant (GR); GO. Bonds (GO); MWPA (PW); Nutrition Fund (NF); Revenue Bonds (RB); Other (O)

CITY OF McALESTER
CAPITAL PROGRAM- FY 2008/09 - 2012/13

Department	Project Name	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	Total
Water Projects							
Utilities	Water Distribution Improvements	1,000,090	GR				1,000,090
Utilities	WTP Filter #3	400,000	PW				400,000
Utilities	WTP Administration Roof Replacement	125,000	PW				125,000
Utilities	WTP Area Lighting		50,000	PW			50,000
Utilities	WTP Filter #4		300,000	PW			300,000
Utilities	WTP Clearwell Rehabilitation		155,000	PW			155,000
Utilities	Water Line Extension (W. Hereford Lane - 7th Street to Hwy. 69)		500,000	O			500,000
Utilities	WTP Chlorine Gas Feed Equipment Replacement			100,000	PW		100,000
Utilities	WTP Filter #5			300,000	PW		300,000
Utilities	WTP Chlorine Gas Building			75,000	PW		75,000
Utilities	Lake McAlester Intake Variable Depth				200,000	PW	200,000
Utilities	Lake McAlester Pump Station Variable Speed Drives				200,000	PW	200,000
Utilities	WTP SCADA System					300,000	300,000
Utilities	WTP Chemical Spill Containment					50,000	50,000
Utilities	Raw Water Main Values					50,000	50,000
Utilities	Lake Eufaula Intake Radio Telemetry					25,000	25,000
Utilities	Lake McAlester Intake Pump Header Replacement					100,000	100,000
Utilities	Lake Eufaula Intake Improvements					350,000	350,000
Utilities	WTP Clarifiers Splitter Box					100,000	100,000
	Subtotal	1,525,090	1,005,000	475,000	400,000	975,000	
Wastewater Projects							
Utilities	Wastewater Main Extension (Lowe's to Village Boulevard)	195,000	O				195,000
Utilities	Wastewater Main Extension (Hwy.69 and 14th Street)	300,000	ED				300,000
Utilities	Replace Drive N. Clarifier @ West Treatment Plant		200,000	PW			200,000
Utilities	Wastewater Line Extension (W. Hereford Lane - 7th Street to Hwy. 69)		250,000	O			250,000
Utilities	Weirs @ East Treatment Plant			15,000	PW		15,000
Utilities	Comminutor @ West Treatment Plant				67,000	PW	67,000
Utilities	Replace Drive S. Clarifier @ West Treatment Plant					205,000	205,000
	Subtotal	495,000	450,000	15,000	67,000	205,000	

Key: Donations (D); E-911 (E9); Econ. Development (ED); EXPO (EX); Forfeiture Fund (FF); General Fund (GF); Grant (GR); GO. Bonds (GO); MWPA (PW); Nutrition Fund (NF); Revenue Bonds (RB); Other (O)

CITY OF McALESTER
CAPITAL PROGRAM- FY 2008/09 - 2012/13

Department	Project Name	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	Total
Vehicles and Equipment Projects							
Community Services	Pickup Truck (Parks)	20,000	GF				20,000
Community Services	Pickup Truck (Parks)	22,000	GF				22,000
Community Services	Stump Cutter (Parks)	30,000	GF				30,000
Community Services	ATV (Cemetery)	15,900	GF				15,900
Community Services	Mower (Cemetery)	15,836	GF				15,836
Community Services	Van (Grant Match for Senior Citizens)	45,000	NF				45,000
Community Services	Pickup Truck (EXPO Center)	20,000	EX				20,000
Community Services	Pickup Truck (Parks)		22,000	GF			22,000
Community Services	Mosquito Sprayer (Parks)		15,000	GF			15,000
Community Services	Pickup Truck (Cemetery)		35,000	GF			35,000
Community Services	Pickup Truck (Cemetery)		22,000	GF			22,000
Community Services	Mower (Cemetery)		15,836	GF			15,836
Community Services	Furniture (Stipe Center/Senior Citizens)		15,000	GF			15,000
Community Services	Mowers (Parks)			150,000	GF		150,000
Community Services	Backhoe (Cemetery)			70,000	GF		70,000
Community Services	Pickup Truck (Cemetery)			24,000	GF		24,000
Community Services	Mower (Cemetery)			16,500	GF		16,500
Community Services	Sprayers (Parks)				30,000	GF	30,000
Community Services	Packer Truck (Parks)					75,000	75,000
Community Services	Van (Senior Citizens)					50,765	50,765
Finance	Pickup Truck (Utilities)	22,000	PW	23,340	PW	24,761	70,101
Finance	Computers (City wide)	50,000	GF	30,000	GF	30,000	170,000
Finance	Equipment (Broadband/Channel 21)	10,000	GF	25,000	GF		35,000
Fire	Furniture, etc. (Fourth Fire Station)	40,000	GF				40,000
Fire	Brush Truck	100,000	GR				100,000
Fire	Jaws of Life	25,000	GF				25,000
Fire	Ambulance (Replacement)		100,000	GF			100,000
Fire	Ambulance (Replacement)			103,000	GF		103,000
Fire	Engine (Replacement)				375,000	GF	375,000
Fire	Vehicle Replacement					40,000	40,000
Police	Police Vehicles and Radios	342,000	FF	336,000	FF	232,000	1,469,000
Police	Animal Control Truck w/Cage	20,550	GF		23,500	GF	44,050
Public Works	Garbage Truck (Solid Waste/Refuse Collection)	270,000	PW	135,000	PW	150,000	850,000
Public Works	Trash Compactor (Solid Waste/Landfill)		327,000	PW			327,000
Public Works	Tire Balancer/Flat Repair Machine (Fleet Maintenance)	15,000	GF				15,000
Public Works	Skid Steer Loader (Streets)		44,250	GF			44,250
Public Works	Utility Truck (Fleet Maintenance)	35,000	GF	32,000	GF	25,000	92,000

Key: Donations (D); E-911 (E9); Econ. Development (ED); EXPO (EX); Forfeiture Fund (FF); General Fund (GF); Grant (GR); GO. Bonds (GO); MHPA (PW); Nutrition Fund (NF); Revenue Bonds (RB); Other (O)

CITY OF McALESTER
CAPITAL PROGRAM- FY 2008/09 - 2012/13

Department	Project Name	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	Total
Public Works	Bucket Truck (Facility Maintenance)		90,000 GF				90,000
Public Works	Vehicle Lift (Fleet Maintenance)		15,000 GF				15,000
Public Works	Dump Truck (Solid Waste/Landfill)			326,000 PW			326,000
Public Works	Dozer (Solid Waste/Landfill)		349,000 PW				349,000
Public Works	Dump Truck (Streets)			85,395 GF			85,395
Public Works	Roll-Off Truck (Solid Waste/Refuse Collection)				135,000 PW		135,000
Public Works	Pavement Breaker (Streets)				20,000 GF		20,000
Public Works	Scales (Solid Waste/Landfill)				75,000 PW		75,000
Public Works	Tub Grinder (Solid Waste/Landfill)					250,000 PW	250,000
Public Works	Pickup Truck (Streets)					38,500 GF	38,500
Public Works	Pickup Truck (Engineering)					35,000 PW	35,000
Utilities	Backhoe (Utility Maintenance)	67,000 PW		67,000 PW		69,000 PW	203,000
Utilities	Utility Truck (Utility Maintenance)	48,000 PW	49,000 PW	50,000 PW	51,000 PW	52,000 PW	250,000
Utilities	Vacuum Truck (Utility Maintenance)		212,000 PW				212,000
Utilities	Dump Truck (Utility Maintenance)		64,000 PW		66,000 PW	68,000 PW	198,000
Utilities	Pickup Truck (Utility Maintenance)			32,000 PW	33,000 PW	34,000 PW	99,000
Utilities	Utility Truck (Water Treatment)	85,000 PW					85,000
Utilities	Utility Truck (Wastewater Treatment)	85,000 PW					85,000
Utilities	Front End Loader (Wastewater Treatment)	37,000 PW					37,000
Utilities	Dump Truck (Wastewater Treatment)		64,000 PW				64,000
Utilities	Pickup Truck (Wastewater Treatment)			23,000 PW	25,000 PW	27,000 PW	75,000
	Subtotal	420,286	2,965,088	1,509,735	1,247,000	1,197,026	
Miscellaneous Projects							
City Clerk	Laser fiche Software	35,750 GF					35,750
City Manager	INCODE Human Resources Module		24,000 GF				24,000
Community Services	Christmas Decorations	15,000 D		15,750 D			30,750
Finance	INCODE Municipal Court Module	31,019 GF					31,019
Fire	Fourth Station Land Acquisition	300,000 GF					300,000
Police	INCODE Police Module	82,900 GF	43,560 GF				126,460
Public Works	Taylor Industrial Park (B-4 Site Improvement)	154,500 ED					154,500
Public Works	Taylor Industrial Park (C-1 Site Improvement)	313,700 ED					313,700
Public Works	GIS Software				20,000 PW		20,000
	Subtotal	932,869	67,560	15,750	20,000		
	Total	10,039,265	4,531,813	4,018,318	4,033,167	3,563,526	26,186,089

Key: Donations (D); E-911 (E9); Econ. Development (ED); EXPO (EX); Forfeiture Fund (FF); General Fund (GF); Grant (GR); GO. Bonds (GO); MWPA (PW); Nutrition Fund (NF); Revenue Bonds (RB); Other (O)



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 9
Department: Police
Prepared By: Lisa Sutterfield Account Code: _____
Date Prepared: May 19, 2008 Budgeted Amount: _____
Exhibits: Five

Subject

Consider, and act upon, authorizing the Mayor to enter into a contract with Interact Public Safety Systems, in an amount not to exceed \$245,788.00, for addressing and mapping Pittsburg County, including the City of McAlester, for the E-911 system.

Recommendation

Motion authorizing the Mayor to enter into a contract with Interact Safety Systems for addressing and mapping Pittsburg County for the E-911 system.

Discussion

Attached hereto is a proposed Agreement, which has been reviewed by the City Attorney. In addition, attached hereto is a letter answering questions raised by the City Council at the last meeting.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>LS</u>	<u>05/19/08</u>
City Manager	<u>MBR</u>	<u>05/19/08</u>

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2008, hereinafter known as "THE AGREEMENT", by and between **City of McAlester, Oklahoma**, a body politic and corporate (hereinafter referred to as "OWNER"), and COLOSSUS, INC., a corporation organized and existing under the laws of the State of North Carolina d/b/a InterAct Public Safety Systems (hereinafter referred to as "VENDOR").

WITNESSETH:

WHEREAS, Owner desires to employ Vendor to render certain professional services in connection with or related to the project described as Mapping/Addressing services. WHEREAS, Vendor represents that it has the expertise, knowledge, ability, and is qualified to render certain professional services and that it is willing to provide such services to include all equipment and training under the terms and conditions contained herein for a sum of not more than **\$245,788.00 Two Hundred Four Five Thousand Seventy Eight Dollars**. It is understood that this amount is related specifically to the total number of Addressable Structures in the County as being an estimated **22,500** structures. The numbers of structures was derived from the United States Census Bureau 2006 statistics and through talks with **City of McAlester and Pittsburg County**. The term Addressable Structures is defined as any structure that can reasonably be used for either domestic or commercial purposes (excluding structures specified by **City of McAlester and Pittsburg County**). There will be no additional charge if the number of structures exceed **22,500** and there shall be no reduction in the contract price if the structures are less than **22,500**.

NOW, THEREFORE, in consideration of these premises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

SECTION 1 DEFINITIONS

The term "Agreement" shall be deemed to mean and include the following:

- a. This Agreement;

- b. Vendor's Bid Proposal Document;
- c. Attachment A - Payment Schedule;
- d. Any written Amendments made hereto.

SECTION 2
VENDOR RESPONSIBILITIES

1. Vendor shall commence work on the project within Thirty (30) calendar days after the date of execution of the Agreement by Owner and Vendor.
2. Vendor shall provide weekly conference calls and monthly Project Status Reports to the Owners designated point of contact as required to coordinate and implement **The City of McAlester and Pittsburg County** Mapping and Addressing Project.
3. Vendor shall furnish and retain all of the material, supplies, tools, equipment, labor, and other services necessary for the completion of the project described by the Agreement.
4. Vendor shall perform all of its duties, obligations, and requirements in a timely fashion in accordance with the Agreement. The Vendor will complete all duties within eighteen months of the date of execution of the agreement. This timeframe does not include any delays incurred as a result of inclement weather, Change Orders, USPS late responses, Telephone Company late responses and/or Owner late responses/approval. Neither does this time frame include the schedule required by the USPS and local Telephone Company(s) to update their database records to the new addresses provided by Vendor, in order to "cut live". To "cut live" is the point of time in which the USPS and local Telephone Company(s) begin using the new address information.
5. **Vendor agrees that it will be responsible for coordinating and submitting to the Owner a 911 Database System and MSAG that will be in compliance with NENA and AT&T standards.**

6. Vendor agrees to provide Owner with shape files and data in a standard projection.
7. Vendor agrees not to charge Owner additional fees to modify the ESN's to the ESN's assigned by AT&T.
8. Vendor agrees that all data and documentation created during this project will become the property of Owner upon acceptance by Owner.
9. Notification Phase Steps:
 - a. Hand deliver Notifications to each addressable structure.
 - b. Data entry all occupant returned cards.
 - c. Data entry all occupant telephone information. Some occupants may prefer to call Vendor with the structure information. In this instance, Vendor will request occupant to provide "neighbor left" and "neighbor right" information, which may help confirm occupant's information. This information may also help in obtaining information for those structures (neighbor left or right) in which a card is not returned.
 - d. Identify all structures that did not have notification card returned. These structures are termed "Fallout".
 - f. Create Thematic Maps and database printouts to aid Owner in Fallout resolution. Deliver thematic maps and database printouts to Owner for corrective action.

Note: The notification process is complete after InterAct Systems has performed the above five (5) steps; regardless of what percentage of response cards are returned.

SECTION 3 OWNER RESPONSIBILITIES

1. Owner shall provide personnel with the ability to provide the following:
 - i. County maps with all roads and road names within **Pittsburg County**.

- i. County maps with all roads and road names within **Pittsburg County**.
 - ii. A County telephone number for residents to call with questions. The Owner provided telephone number will be published by Vendor on the notification letters delivered to each addressable structure. Residents with questions will be able to call the County for answers.
 - iii. Prompt approval of road names (prior to notification phase) as well as each stage of the project as outlined in Bid Response. Changes made by Owner after approving a stage will result in a Change Order and extended time line.
2. Owner shall be responsible for any "Fallout" resolution. Vendor will deliver notifications to each addressed structure notifying the occupant to respond by providing Occupant Name, Current Physical Address and/or Mailing Address, New Address (or ID number) and all Telephone numbers at the address by returning postage paid card. The Vendor will perform data entry for the occupant returned cards. The Vendor is not responsible for any structure whose occupant did not return the required information for any structure in which an occupant is not presented to return the required information. Occupants will have sixty-days (60) to return the required information card from the date of delivery to that structure. Cards returned after the sixty-day period will be delivered to the **City of McAlester** at project end for entry into the system. Information not returned is termed as Fallout. It is the Owners responsibility to provide corrective action and/or resolution for any such Fallout. If Fallout corrective action is provided by Owner to Vendor before Project end, Vendor will incorporate the corrections. If Owner does not provide Fallout corrections before project end, Owner will be responsible for incorporating the corrections.

SECTION 4 COMPENSATION

1. For the performance of services described in the Agreement, Owner shall compensate Vendor in the manner as set forth in Attachment A.

2. Approval and/or payment as described in Attachment A shall not in any way relieve Vendor of its liabilities to the Owner for errors, omissions, or other deficiencies in the performance of these services which are covered by the warranty provisions in Section 10. Owner's review, approval, or acceptance of, or payment for, any of the services shall not operate as a waiver of any rights of the Owner under the Agreement.

3. As described in Attachment A, Vendor shall submit periodic invoices to the Owner. Payment shall be made to Vendor as described in Attachment A. All payment claims not paid within thirty (30) calendar days of invoice receipt and undisputed by Owner may be considered overdue by Vendor.

SECTION 5 WARRANTY

1. Vendor warrants that it shall perform its services as described by the Agreement in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent contractors practicing in the same or similar locality as the Agreement, and in accordance with the practice of the industry, exercising competent professional knowledge, judgment, and skill.

2. The Owner will notify Vendor in the event any portion of the project is believed to be defective. Such notice shall be in writing and will be submitted at the earliest reasonable opportunity. The Vendor will re-perform such portion of the services as may be necessary within 90 days of submission by Owner under the same terms and conditions of the Agreement as otherwise apply, without the payment of any additional compensation by the Owner.

3. The Vendor's obligations hereunder and liability, if any, shall be limited to the Owner and no third party may make claims based upon this Agreement, regardless of the basis or legal theory of such claims.

SECTION 6 TERMINATION

1. The Agreement may be terminated in whole or in part in writing by Owner for its Convenience; PROVIDE, the Vendor is given:
 - a. Not less than ten (10) calendar days written notice (delivered by certified mail return receipt requested) of intent to terminate; and
 - b. An opportunity for consultation with Owner prior to termination.
2. If termination effected by the Owner for Vendor's breach of any provision of this agreement then the Owner shall be entitled to all available legal and equitable remedies.

3. If termination effected by Owner for convenience, an equitable adjustment shall be made, but no amount shall be allowed for anticipated profit or unperformed services or other work. The equitable adjustment for a termination shall provide for payment to Vendor for services rendered and expenses incurred prior to termination.
4. Upon receipt of notice of termination for convenience, Vendor shall:
 - a. Promptly discontinue all services affected (unless the notice directs otherwise); and
 - b. Deliver to Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Vendor in performing the Agreement, whether complete or in progress. Vendor expressly recognizes that said items as set forth herein are the property of Owner.

SECTION 7 DELIVERY AND ACCEPTANCE OF DATA SERVICES

Owner and Vendor explicitly agree that Owner is entitled to use all data provided by the Vendor to the Owner in accordance with the Agreement, attachments and amendments made hereto. Furthermore, both parties expressly recognize that all data provided under the Agreement may be located at various sites throughout the **City of McAlester and Pittsburg County**, and can be so distributed at Owner's discretion.

SECTION 8 WAIVER, MODIFICATION OR CANCELLATION

No waiver, modification or cancellation of any term or condition of the Agreement shall be effective unless made in writing and signed by the authorized representatives of each party. Nor shall any waivers be deemed to excuse the performance of any act other than those specifically referred to in said written notice of waiver. In the event any provision of the Agreement is determined to be without legal effect or force, the remainder of the Agreement shall remain in effect, but only to the extent that the purpose of the Agreement can be performed.

SECTION 9 CHANGE ORDERS

The Owner, without invalidation of the Agreement, may order changes in the project within the general scope of the Agreement, consisting of additions, deletions, or other revisions; and the contract sum, project timeline and the approved payments schedule will be adjusted accordingly to incorporate such mutually agreed to changes. All such changes in the project shall be authorized by written change order and shall be performed

under the applicable conditions of the Agreement. The change order shall be a written order to the Vendor signed by the Owner, issued after the execution of the Agreement, authorizing a change in the project or an adjustment in the contract sum or the approved progress payment schedule. A change order signed by the Vendor indicates Vendor's agreement therewith including the adjustment in the contract or the approved progress payment schedule. The cost or credit to the Owner resulting from an approved change order to the project shall be determined in one of the following ways:

- a. By actual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- b. By unit price or as stated in the Agreement as subsequently agreed to.
- c. By cost to be determined.
- d. The amount of credit to be allowed the Vendor to Owner for any deletion or change, which results in a net decrease in the contract sum will be the amount of actual net cost as confirmed by the Owner.

SECTION 10 NOTICE PROVISION

Any notice or communication pertaining to the Agreement shall be deemed to have been duly given by the parties hereto as sent to the other by registered mail, return receipt requested (*this change is to make the notice requirements consistent throughout the agreement*) to the addresses hereinafter stated, or to such other address as the parties may mutually agree upon:

For the Owner:

City of McAlester/Pittsburg County
Lisa Sutterfield, 911 Coordinator
28 E Washington
McAlester, Oklahoma 74501

For the Vendor:

InterAct Public Safety Systems
102 West Third Street, Suite 750
Winston-Salem, NC 27101

SECTION 11 ASSIGNMENT

This Agreement shall be binding upon the successors, assigns, agents, officials and employees of the parties and constitutes the entire understanding of the parties; provided however, in no event may this contract or any right or obligation arising hereunder be assigned without the prior written consent of the non-assigning party.

**SECTION 12
BINDING EFFECT**

Subject to the foregoing provisions regarding assignment, the Agreement shall be binding on the successors and assignee of the respective parties. Nothing in the Agreement shall be construed to give any person or entity other than the parties hereto or their respective successors and permitted assignee any legal or equitable right, remedy or claim under the Agreement.

**SECTION 13
SAVE HARMLESS**

Vendor shall save harmless Owner and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any act or omission by the Vendor or its employees or agents, or from any claims or amounts due arising or recovered under the State's Workmen's Compensation laws. Vendor's indemnity and hold harmless obligations undertaken pursuant to this Agreement, if any, shall specifically exclude that portion of such obligations which would require Vendor to indemnify or hold harmless Owner, its agents, employees or contractors for the negligence of the Owner, its agents, employees or contractors. Vendor will furnish evidence of workmen's compensation and public liability insurance with all policies being with companies authorized to do business in the State of Oklahoma. A copy of said policy will be provided upon execution of the Agreement. Vendor shall maintain the following minimum amounts:

- a. Combined general liability insurance in an amount not less than \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, and property damage. City of McAlester and Pittsburg County shall be named as an additional insured.
- b. Worker's compensation insurance, including all states' endorsement.
- c. Comprehensive automobile liability insurance in an amount not less than \$500,000 combined single limits per accident for bodily injury and property damage.
- d. Performance bond in the amount of \$245,788 will be obtained and furnished to the Owner within 10 business days from the date of contract execution.

**SECTION 14
CONFIDENTIALITY**

Vendor shall keep all information obtained confidential and shall not divulge any confidential information concerning the project or information or data arising therefrom, to any person or entity unless written approval is granted by the owner.

SECTION 15
COMPLIANCE WITH APPLICABLE LAW

Without in any way limiting or diminishing the specific duties and responsibilities of the Vendor set forth above, Vendor at all times during the term of this Agreement shall fully comply with all Federal, State or local laws, rules, regulations, orders and requirements.

SECTION 16
INDEPENDENT CONTRACTOR

The parties hereto expressly acknowledge and agree that Vendor is an independent contractor and that nothing contained herein is intended nor shall be construed as creating between Owner and Vendor an employer/employee, joint venture, or principal/agent relationship, or a partnership. Under no circumstances shall Owner be required to withhold on behalf of any employee of Vendor any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or the requirement of any governmental body, or make available to any employees of Vendor and of the benefits afforded to employees of the Owner. All of such foregoing payments, withholdings, and benefits are the sole and absolute responsibility of Vendor.

SECTION 17
ENTIRE AGREEMENT

The Agreement supersedes any or all other agreements or understandings (oral or written) between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or provision related to the subject matter hereof which is not contained herein, except as provided herein, shall be valid or binding.

SECTION 18
HEADINGS

Headings of the several sections of the Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 19.

CONTROLLING LAW

The Agreement is to be governed by the laws of the State of Oklahoma. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their fully authorized officials, the Agreement in three (3) counterparts each of which shall be deemed an original in the date first above written.

ATTEST: City of McAlester, Oklahoma
BY: _____ By: _____

ATTEST: City of McAlester, Oklahoma
BY: _____ By: _____

ATTEST: City of McAlester, Oklahoma
BY: _____ By: _____

(Corporate Seal)

COLOSSUS, INC. d/b/a
InterAct Public Safety Systems

By: John Eberle
John Eberle, Regional Vice President

WITNESS :

~~ATTEST:~~

BY: Jana Sutterfeld

ATTACHMENT A

PAYMENTS TO CONTRACTOR

Contractor shall submit to the Owner a partial payment estimate each month in which the Contractor desires a progress payment. Partial payment estimates shall not be submitted more than once a month. The progress payment shall be submitted by the first or the third Monday of each month to allow for Owner review and Council Agenda submittal. Each estimate shall be filled out and signed by the Contractor and shall cover the work performed during the period covered by the partial payment estimate and supported by such data at the Owner may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Owner will, within ten (10) days after receipt of each partial payment estimate, either approve the payment or in writing reject the payment indicating his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of when the partial payment is due and presentation to him of an approveable partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. On completion and acceptance of the Work, the Owner shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid TO CONTRACTOR WITHIN FORTY FIVE (45) DAYS AFTER EACH INVOICE IS APPROVED.

May 15, 2008

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

Dear Mr. Roath

During the Council meeting on Tuesday May 13, 2008, Council members asked for further information to be provided for the following questions:

1. Is funding available for the E-911 project?

Yes. Attached is a memo and financial information from City Treasurer David Burke indicating a cash balance of \$467,090.42. This cash balance is a result of both City and County collections for the administration of the E-911 program. Funds are received from both landline and wireless phone owners. The amount received is 0.15% of the monthly base bill for landline phone owners and \$0.50 from each cell phone user within Pittsburg County. These fees are charged and collected by the perspective phone companies and sent to the Pittsburg County Clerk who then forwards the monthly collections to the City of McAlester.

2. Why is the City of McAlester approving a county expenditure?

Attached is a copy of the Interlocal Cooperation Agreement for the 911 Communication Center creating the joint participation between the City of McAlester and Pittsburg County. The agreement indicates that the City of McAlester will be the sole owner of all equipment and be the sole and direct employer of the 911 Communications Center personnel and that the McAlester Police Department will provide supervision, training, wages and benefits to its employees. All costs associated with the E911 Center will be funded by the countywide E911 Fund. The agreement further states that the E911 Accounts are to be managed by the City of McAlester.

3. *What were the considerations in evaluating each vendor that submitted a proposal for the countywide addressing/mapping project?*

The review committee was responsible for evaluating each proposal and sat in on each vendor's presentation. The review committee consisted of Jim Lyles, Chief of Police, Darrell Miller, Assistant Police Chief, Lisa Sutterfield, 911 Coordinator, Neil Johnson, Geographic Information System (GIS) Coordinator for Pittsburg County District #3, Vicki Atchley, Vice President of the Oklahoma Chapter of NENA (National Emergency Number Association). City Attorney Robert Ivester was also present during the vendor's presentations.

Attached is the Evaluation Criteria Spreadsheet used for totaling the percentage of value awarded to each vendor in the respective areas that were evaluated. As indicated on the spreadsheet InterAct Public Safety Systems and GeoComm were very close in total points with the slight edge going to InterAct primarily due to the lower cost.

4. *Were references Contacted?*

Yes. References contacted regarding InterAct Public Safety Systems included Roy Roundtree, 911 Coordinator for Murray County. Joe Barrett, Bryan County 911 board member, and Kevin Pietriyk, 911 Coordinator in Susquehanna, Pennsylvania.

References contacted for GeoComm included Glynadee Edwards, 911 Coordinator for Greer County, Oklahoma, David Brown, McClain County 911 Coordinator and Diane Williams, 911 Coordinator at Garvin County.

References contacted for KEDDO included John Berryman, Haskell County Emergency Management Director, Joel Taylor City of Antlers City Manager, Dennis Deela, Latimer County Commissioner and Eddie Davis, Latimer County Addressing Specialist

All references for both InterAct Public Safety Systems and GeoComm expressed that both vendors were very reliable and completed the projects in their perspective communities within the time frame of their contract. References also indicated that both InterAct Public Safety Systems and GeoComm were very knowledgeable of the addressing and mapping requirements as well as building an MSAG (Master Street Address Guide).

KEDDO provided GPS (Global Positioning System) readings at structures in Pushmataha County for their 298 telephone prefix and created a mapping system for the city of Antlers. In Haskell County, KEDDO assisted in consulting for a \$100,00.00 grant that paid for the cost of mapping, addressing and signage for the county. Both agencies were pleased with the work KEDDO performed.

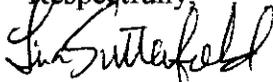
As indicated in my recommendation letter on April 30, 2008, KEDDO had just one complete mapping/addressing E911 project. This project was in Latimer County and those who now maintain the system indicated that numerous corrections had to be made after project completion.

References from other agencies indicated no accuracy issues with either InterAct Public Safety or GeoComm. One reference indicated that InterAct located structures that county leaders weren't aware even existed.

I hope this clarifies questions that were raised at the previous meeting.

I can be contacted at Extension 4928 if I can be of further assistance.

Respectfully,



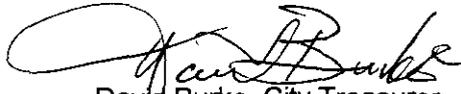
Lisa Sutterfeld
911 Coordinator

Memo

To: City Council
From: David Burke, City Treasurer
Date: 5/22/2008
Re: E- 911

Please find attached a Balance Sheet for the E-911 Fund. As you can see, there is a cash balance of \$467,090.42. This cash balance is a result of both City and County collections for the administration of the E-911 program.

We have and will continue to receive payment from the County to support the Interact Public Systems contract.


David Burke, City Treasurer

BALANCE SHEET
AS OF: MAY 31ST, 2008

29 -E-911

ACCOUNT#	TITLE			
ASSETS				
=====				
1001	CASH	467,090.42		
1102	INVESTMENTS 3 (NBM)	0.00		
1203	RECEIVABLES	<u>31,090.95</u>		
	TOTAL ASSETS		<u>498,181.37</u>	
				<u>498,181.37</u>
				=====

29 -E-911

ACCOUNT#	TITLE			
LIABILITIES & FUND BALANCE				
2001	ACCTS. PAYABLE C & L	0.00		
2004	PAYROLL PAYABLES	6,782.31		
2005	INSURANCE	0.00		
2006	STATE TAXES	0.00		
2007	FICA	0.00		
2008	FEDERAL TAXES	0.00		
2009	MEDICARE	0.00		
2010	NON-UNIFORM PENSION	0.00		
2013	WEOKIE CREDIT UNION	0.00		
2014	WPAYB	0.00		
2050	DUE TO DISBURSEMENT FUND	0.00		
2090	ACCOUNTS PAYABLE POOLED	0.00		
3001	FUND BALANCE - UNDESIGN	<u>31,761.17</u>		
			<u>38,543.48</u>	
TOTAL LIABILITIES				38,543.48
	SURPLUS (DEFICIT)	<u>459,637.89</u>		
	TOTAL EQUITY		<u>459,637.89</u>	
	TOTAL LIABILITIES & FUND EQUITY			<u>498,181.37</u>

Interlocal Cooperation Agreement For 911 Communications Center

WHEREAS, it is in the best interests of the County of Pittsburg to participate in a joint 911 Communications Center with the City of McAlester; and

WHEREAS, it is in the best interests of the City of McAlester to participate in a joint 911 Communications Center with the County of Pittsburg,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. **Mission Statement:** To enhance the quality of life for all citizens within the borders of Pittsburg County by receiving 911 and other calls for emergency service, by dispatching necessary emergency services in a prompt, courteous, professional, and correct manner, thereby saving lives, protecting property, and maintaining accurate records for user agencies.

2. **Area of Service:** This agreement governs the provision of enhanced 911 (E911) services throughout Pittsburg County. Said calls requiring emergency services to locations outside the jurisdictions covered by the 911 Communications Center will be forwarded to the appropriate dispatching center. Nothing in this agreement shall limit the 911 Communications Center from providing dispatching services to agencies outside of Pittsburg County.

3. **Organizational Structure:** This agreement between the City of McAlester and the Pittsburg County brings together two separate entities charged with providing emergency service response serving overlapping constituencies. The following format has been chosen to bring together the strengths of all participants, and to eliminate the duplication of costs, providing a level of service to the citizens of Pittsburg County that could not be had otherwise.

The City of McAlester is the sole owner of the building and property allowing the installation and access to E911 communication equipment owned by the City of McAlester and Pittsburg County for their common benefit. The City of McAlester will be the sole and direct employer of the 911 Communications Center personnel and will provide the supervision, training, wages and benefits, to its employees through the McAlester Police Department. All cost associated with the E911 Center will be funded by the Countywide E911 Fund.

4. **E911 Funds:** For this agreement, E911 Funds is revenue received from wireless and landline phones in Pittsburg County and the City of McAlester.

5. **Pittsburg County, Oklahoma will provide:**

A. Acknowledgement that the implementation of this multi-jurisdictional E911 communications center is for the mutual benefit of Pittsburg County and all the citizens of Pittsburg County and their common best interest shall take first priority.

- B. Communications systems to communicate with county personnel and others as may be necessary to deliver emergency 911 calls and services.

6. **The Pittsburg County E911 Board will provide:** Acknowledgement that the implementation of this multi-jurisdictional E911 communications center is for the mutual benefit of the citizens of Pittsburg County and their common best interest shall take first priority.

7. **The Pittsburg County E911 Fund will provide:**

- A. The purchase or lease of the E911 system equipment (hardware and software) and required monthly E911 phone network cost.
- B. The funding of the initial installation of equipment in the E911 Communications Center.
- C. The maintenance, modifications, upgrades, and insurance for the E911 equipment.
- D. The cost for Communications employees, and employee training in the proper use of E911 equipment.
- E. The purchase or lease of other appropriate equipment and training as deemed necessary for operations of the E911 Center. Any equipment or personnel needed in other agencies or departments will be the responsibility of that entity. This will include, but not limited to, the purchase or lease of the E911 system equipment (hardware & software) and required monthly E911 phone network cost, installation of equipment, cost of communications employees, employees training in the proper use of the E911 system, maintenance, modifications, upgrades, and insurance for the E911 equipment.

8. **The City of McAlester will provide:**

- A. Acknowledgement that the implementation of this multi-jurisdictional E911 communications center is for the mutual benefit of the City of McAlester and all the citizens of Pittsburg County and their common best interest shall take first priority.
- B. Space and furnishings in the City of McAlester E911 Communications Center for the installation and operation of the Pittsburg County E911 equipment with complete 24 hour access to said equipment without cost.
- C. Twenty four hour access to office space in the City of McAlester for the E911 Coordinator without cost while the E911 equipment is installed on the premises.
- D. Dispatch emergency 911 calls to the appropriate agency or agencies within Pittsburg County.
- E. An E911 Coordinator, a McAlester Police Department employee, to supervise the E911 Communications Center and associated personnel. This cost will be funded with E911 funds.

- F. The employment and training of dispatchers to meet minimum staffing levels. The minimum staffing levels will be determined by the E911 Coordinator. This cost will be funded by the E911 Fund.
- G. Insurance for its facility and city owned contents.
- H. Detailed list of all equipment bought, disposed, retired or declared obsolete when requested by the E911 Board or Pittsburg County. This property will follow standards set by the City of McAlester.

9. **The E911 Coordinator will provide or arrange for:**

- A. System training and maintenance.
- B. Master Street Address Guide (MSAG) database maintenance.
- C. Proper E911 equipment usage oversight.
- D. Dispatcher E911 system certification.
- E. Preparation of required reports or documents related to E911 services or equipment.
- F. Review of E911 procedural manuals and forms.
- G. Supervision of E911 personnel.

10. **Usage Fees:** The 911 emergency dispatch usage of all agencies and departments may be determined by a report (Percent of Usage Report) from the computer aided dispatch system and/or city/county population. Fees for agencies requesting 911 emergency dispatch services will be negotiated by the requesting agency and the E911 Coordinator with final approval authority by City of McAlester City Council and Pittsburg County Board of Commissioners. All revenue received from other agencies or departments for 911 emergency dispatch services will be deposited in the E911 account.

11. **Fees Collected from E911:** Pittsburg County will send all revenue received from E911 to the City of McAlester. This will include landline and wireless accounts. The revenue will be deposited into separate E911 accounts, to be managed by the City of McAlester. These accounts will be accessible for review by the E911 Board or Pittsburg County.

12. **Review:** It is the intention of Pittsburg County and the City of McAlester that the E911 funds shall pay all of the expense of the equipment, maintenance and operation of the 911 Communications Center. This agreement shall be reviewed annually to determine if the income from the E911 funds is sufficient to pay all of the expenses.

13. **Termination:** Either party may terminate this agreement effective on June 30th in any year, provided, written notice of such termination is delivered to the other party prior to March 1st of that year.

14. **Separability:** The provisions of this agreement shall be separable, and if any part or portion thereof shall be held void and unenforceable by any court of competent jurisdiction by final order, the decision thereof shall not affect, or impair any of the remaining parts or portions thereof.

15. **Governing Law:** This agreement shall be governed by, construed, and enforced in accordance with the laws of Oklahoma.

16. Entire Agreement: This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

17. Modification of Agreement: Any modification of this agreement or additional obligations assumed by any party in connection with this agreement shall be binding only if in writing signed by each party to the agreement.

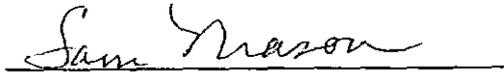
18. Section Headings: The titles to the section of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

DATED THIS ^{16th} ~~10th~~ DAY OF JULY 2007.

BOARD OF COUNTY COMMISSIONERS CITY OF McALESTER, OKLAHOMA
PITTSBURG COUNTY, OKLAHOMA



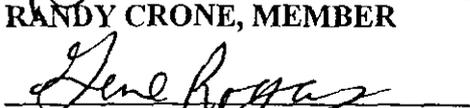
KEVIN SMITH, CHAIRMAN



SAM MASON, VICE-MAYOR

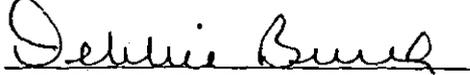


RANDY CRONE, MEMBER



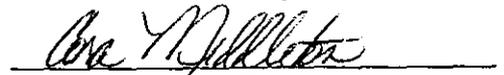
GENE ROGERS, MEMBER

ATTEST:



DEBBIE BURCH, COUNTY CLERK

ATTEST:



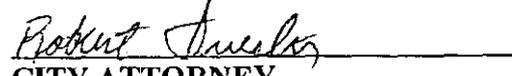
CORA MIDDLETON, CITY CLERK

APPROVED:



DISTRICT ATTORNEY
*Assistant District Attorney
Russell H. Hume*

APPROVED:



CITY ATTORNEY

Evaluation Criteria Totals Spreadsheet

	Value	Geo Comm	InterAct	KEDDO
Overall Project Approach	20%	20	20	5
References and Professional Commitment	20%	20	20	5
Training and Maintenance Plans	10%	10	10	5.8
Price	20%	10	15	20
E-911 Experience	10%	10	10	5
Implementation Schedule	20%	20	20	15
TOTALS	100	90	95	55.8



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 27, 2008</u>	Item Number:	<u>10</u>
Department:	<u>Utilities</u>	Account Code:	<u></u>
Prepared By:	<u>David Medley</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>May 19, 2008</u>	Exhibits:	<u>Two</u>

Subject

Consider, and act upon, a proposed wholesale water rate for the City of Krebs.

Recommendation

Motion to approve a wholesale water rate for the City of Krebs for the period of January 1, 2008 through December 31, 2008.

Discussion

Attached hereto is a proposed Water Purchase Contract, which has been drafted in consultation with the Council Subcommittee.

The City Council approved a wholesale water rate of \$2.56 per 1,000 gallons at a regular Council meeting on December 20, 2007. On May 19th, the Council Subcommittee proposed that the City of Krebs pay \$2.56 per 1000 gallons for the first 500,000 gallons used per month; then, \$5.12 per 1000 gallons thereafter. The Subcommittee's reasoning is that the City of Krebs has its own water plant and only purchases water from the City in emergency situations.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>05/19/08</u>
City Manager	<u>MBR</u>	<u>05/19/08</u>

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 10th day of June, 2008, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "CITY", and City of Krebs, Pittsburg County, Oklahoma, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

WHEREAS, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

WHEREAS, the District has negotiated with the City for the purchase of water from said City.

1. **THE CITY HEREBY AGREES:**

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of \$2.56 per 1,000 gallons for the first 500,000 gallons used per month and \$5.12 per 1,000 gallons over 500,000 gallons used per month through Dec. 31, 2008.

On Jan. 1, 2009, and each January 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, that is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

II. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk

City of Krebs
Pittsburg County, Oklahoma

By _____

ATTEST:

Clerk

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

By _____
City Attorney



May 19, 2008

City of Krebs
PO Box 156
Krebs, OK 74554

RE: WHOLESALE WATER PURCHASE CONTRACT

Dear Chairman:

On September 11, 2007, the McAlester City Council appointed a three (3) member council subcommittee to review the water rates being charged to wholesale water customers. As you are aware, the wholesale water rate has not been increased by the City of McAlester since July 1, 1998. The present rate being charged is \$2.01/1000 gallons.

The council subcommittee has concluded several meeting with the City staff and are proposing a new wholesale water rate to all wholesale customers, for the first 500,000 gallons used per month. The proposed rate will be \$ 2.56/1000 gallons. The proposed rate was determined by reviewing the Consumer Price Index (CPI) changes since July 1, 1998. In addition, the subcommittee has recommended that the rate for over 500,000 gallons be \$5.12/1000 gallons for the City of Krebs. The full City Council will review and act upon the proposed rate at the regular council meeting of May 27, 2008.

Attached for you review is a copy of the "City of McAlester Wholesale Water Rate Analysis" dated October 25, 2007, which shows the calculations that were used to arrive at the proposed new rate. Also attached for your review is a copy of a proposed new "Water Purchase Contract" between the City of Krebs and the City of McAlester.

Please review the enclosed information and contact the Utility Director's office at (918) 423-9300 ext. 4995, if you have any questions regarding the proposed rate and contract. I will notify you upon City of McAlester Council approval so the City of Krebs Council can act on approval. The executed Contract assuming it is approved by both parties should be returned to my office as soon as possible.

Sincerely,


David R. Medley, P.E.
Utility Director

cc: Don Lewis, Sam Mason, Buddy Garvin, Wholesale Water Rate Committee
George Marcangeli, City Engineer



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 11
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: May 19, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, authorizing the Mayor to sign a professional services contract with Crawford and Associates, P.C. for the period from July 1, 2008 through June 30, 2009.

Recommendation

Motion authorizing the Mayor to sign a professional services contract with Crawford and Associates, P.C. for the next fiscal year.

Discussion

Attached hereto is a proposed professional services contract with Crawford and Associates, P.C., for the period from July 1, 2008 through June 30, 2009.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>05/19/08</u>

April 26, 2007

Mr. Mark B. Roath, City Manager
City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

Dear Mr. Roath:

Crawford & Associates is pleased that the City of McAlester (the City) continues to express its confidence in our firm and our municipal government expertise. We look forward to a continued long and successful relationship as an integral part of the City of McAlester's management team.

We are prepared to provide a full range of accounting and consulting services to the City of McAlester contingent upon approval of the City. The purpose of this engagement letter is to identify the scope of available accounting and consulting services, the specific services anticipated at this time, and confirm the terms of our engagement.

Scope of Services

The scope of accounting and consulting services that can be provided to the City are outlined below. While this listing includes the full range of services available from Crawford & Associates, the specific services anticipated to be provided at the current time are separated below from those other services that are available upon request.

Anticipated Services at This Time

Annual Financial Statement Preparation for Use by Auditors
General Accounting and Advisory Assistance

Other Available Services

Budget Preparation and Amendment Assistance
Capital Asset Records and Accounting Assistance
Information Technology System Assistance
Internal Control Policies and Procedures Assistance
Labor Relations Consulting
Laws and Regulations Compliance Assistance
Investigation of Allegations or Concerns
Tax and Other Regulatory Report Assistance

In compliance with our professional standards regarding independence, we will not provide any audit or other attestation services to the City in conjunction with these accounting and consulting services.

City's Responsibilities

The City is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations.

City management and/or the City Council will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Crawford and Associates, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

If our engagement involves the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit performed on City management's behalf, and management will be responsible for the fair presentation of such statements and management will make such representations to the external auditors. Management also represents to us that they are responsible for the basis of accounting and assumptions used in the preparation of the draft financial statements. Management also agrees not to use the draft financial statements, prepared as a prelude to the audit, in any manner other than for use by the external auditor, and will not distribute or allow use of such draft statements to or by third-parties.

The City agrees that any final reports issued by Crawford and Associates in the conduct of our services engagement are intended solely for the information and use of City staff, management and the governing body. Any such reports may include wording that describes the limitations on their distribution.

Crawford & Associates Responsibilities

Crawford & Associates is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Crawford & Associates will be responsible for reporting or otherwise communicating to City management and/or the City Council any findings or recommendations, if determined necessary, resulting from the accounting and consulting services provided.

If our engagement involves the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit, and not the submission of compiled financial statements as defined by the standards for accounting and review services of the AICPA. The draft financial statements we provide to the external auditor, on City management's behalf, will be prepared in accordance with accounting principles generally accepted in the United States, will be limited to management's representations, and will include no opinion, report or any form of assurance on the statements from us. Because we can provide no form of assurance on such statements, any engagement to prepare these draft financial statements for auditor use cannot be relied upon to disclose errors, fraud, or illegal acts.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman Emeritus (Mike Crawford) \$200
- Firm President (Frank Crawford) \$200
- Partners (Marcy Twyman, Deanna Crawford, Dwayne Tate) \$125
- Consulting Staff \$90
- Clerical Staff \$30

Because Crawford & Associates has no direct control over the type and number of services requested by the City during the term of this engagement, nor do we have control over the quality of the City's accounting system or records or the City staffing levels or capabilities, it is impractical to provide an accurate estimate of hours of service requested and a limit on fees and expenses charged. However, we will rely on the City to provide us with a copy of approved purchase orders and monitor the cumulative fees and expenses charged and notify us if and when the cumulative amount approaches the total appropriated level. The City agrees to provide sufficient appropriation for all services requested prior to the services being performed.

The term of this engagement is a period from July 1, 2008 through June 30, 2009. Crawford and Associates may perform additional services upon receipt of a formal request from the City with terms and conditions that are acceptable to the City and Crawford and Associates.

The agreements and undertakings of the City contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of McAlester.

Respectfully submitted and agreed to by,



Crawford and Associates, P.C.

CRAWFORD & ASSOCIATES, P.C.

Accepted and Agreed to for the City of McAlester:

By: _____

Title: _____

Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 12
Department: City Clerk
Prepared By: Cora Middleton Account Code: _____
Date Prepared: May 20, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, authorizing the Mayor to sign a two year Grazing Lease with Virginia Ramsey for a tract of land totaling 121.8 acres.

Recommendation

Motion authorizing the Mayor to enter into a two year grazing lease with Virginia Ramsey.

Discussion

Mrs. Ramsey and/or her husband have leased the below mentioned tract of land since May of 1984. This is a two (2) year lease in the amount of \$4.88 per acre (\$610.00), payable each year. The lease will expire May 28, 2008.

A tract described as all that part of the following property which is west of the west right-of-way line of Section A of the Eastern Turnpike; NE/4 less the railroad right-of-way and the SE/4 of Section 9, Township 5, Range 14 East, containing approximately 121.8 acres.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>05/20/08</u>
City Manager	<u>MBR</u>	<u>05/20/08</u>

GRAZING LEASE

THIS CONTRACT, made and entered into on the 28th day of May 2008 by and between the **CITY OF McALESTER**, a Municipal Corporation of Pittsburg County, Oklahoma, First Party, hereinafter called Lessor, and **Virginia Ramsey**, Second Party, hereinafter called Lessee, **WITNESSETH:**

That the Lessor, in consideration of the rental and covenants herein specified, does hereby let and lease to said Lessee, for grazing purposes only, all that portion of the following described property which lies south of the C.R.I. and P. Railroad and State Highway 31, to-wit:

A tract described as all that part of the following property which is west of the west right-of-way line of Section A of the Eastern Turnpike; NE/4 less the railroad right-of-way and the SE/4 of Section 9, Township 5, Range 14 East, containing approximately 121.8 acres,

and with appurtenances thereto for a term of two years, commencing as of the 28th day of May 2008, and ending on the 27th day of May 2010, but Lessee may terminate said Lease by giving written notice to Lessor at least sixty (60) days prior to any anniversary date. Lessee does hereby lease said premises for the term aforesaid and agrees with the Lessor, their successors and assigns, in consideration thereof, as follows, to-wit:

That they will maintain and keep the fences around said premises in as good repair and condition as such fences were at the time of the entry of the Lessee; that the Lessor is not bound by this contract to maintain or repair the fences around said premises and that the Lessee may repair and build such fences as may suit his demands and that such fences to become the property of the Lessor, except that in the event Lessee constructs a cross-fence and feeding shed on said premises, that at the termination of this Lease, said Lessee shall have the privilege of removing said cross-fence and feeding shed and that said cross-fence and feeding shed shall not become the property of the City of McAlester, that the boundary fences around said premises are to be maintained by the Lessee; that Lessee is not to allow waste of fencing or timber upon said premises; that the premises let and leased herein are for grazing purposes only and the Lessee agrees that at no time during the tenure of this contract will he permit said premises to be overpastured; that is, over-pasturing to mean that Lessee will not graze upon said premises more livestock per acre than is customary in the vicinity where said premises are located, taking into consideration the character of land and the condition of the turf; for the purpose of this Lease, said pasturing is limited and restricted to a maximum of 65 head of cows or 125 head of steers; to keep said premises in good repair without expenses to the Lessor and to yield and deliver up said premises at the expiration of this Lease in like condition as when received, together with improvements that may be added thereto during said Lease; reasonable use and wear thereof or damage by the elements excepted; that Lessee will peacefully surrender said premises at the end

of said Lease as provided herein; and upon failure of said Lessee to give possession of said premises without further notice, and Lessee waives any damages on account of the re-entry of the Lessor after the tenure of the Lease or when possession may be fixed in the terms of this Agreement.

It is further covenanted and agreed by and between the parties that in the event said premises may be necessary for use for some industry which may be procured for the benefit of the City of McAlester, then in which event, the Lessee agrees to give possession of the premises hereinabove described upon sixty (60) days written notice to him. It being understood that the monies paid will be credited to rental account and in the event the Lessor should take possession of said premises under this paragraph, then the Lessee will be reimbursed pro-rata as to the number of days remaining under this contract, based on the calculation of three-hundred sixty-five (365) days to the year.

Said Lessee further agrees to pay the Lessor the sum of \$4.88 per acre (\$610.00), payable each year in advance, the first payment to be made upon execution of this contract, and an annual payment on the 28th day of May 2009, in advance for the term of this Lease.

Said Lessee further agrees to allow representatives of the City of McAlester on this land from time-to-time for the purpose of showing this land to prospective industrial developers and/or for the purpose of examining the land or its subsurface conditions.

Said Lessee further agrees to notify the Lessor of any sub-leasing.

It is further understood by and between the parties hereto that upon failure of the Lessee to comply with the terms of this Agreement, then in which event, such failure will work a forfeiture of the Lease, giving the Lessor the right to re-enter and take possession.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2008.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By _____
Don R. Lewis, Mayor
First Party - Lessor

Cora Middleton, City Clerk

Virginia Ramsey
Second Party - Lessee



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 13
Department: Community Services
Prepared By: Mel Priddy Account Code: _____
Date Prepared: May 21, 2008 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, authorizing the Mayor to sign a Personal Service Agreement with Larry Cox for Hay Bailing on the McAlester Water Shed and the Southside Industrial Park in the amount of \$1,540.00.

Recommendation

Motion to authorize the Mayor to sign a Personal Service Agreement with Larry Cox for Hay Bailing in the amount of \$1,540.00.

Discussion

The Community Services Department solicited bids for hay bailing on the McAlester Water Shed and the Southside Industrial Park. The Department received one bid, which was from Mr. Larry Cox. Note: The lack of bidders is probably due to plentiful hay and the price of fuel.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>MP</u>	<u>05/21/08</u>
City Manager	<u>MBR</u>	<u>05/21/08</u>

**Personal Service Agreement
By and Between the City of McAlester and Larry Cox**

This Personal Service Agreement made and entered into this 27th day of May, 2008, by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and Larry Cox, an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

WHEREAS, the City desires to allow Contractor to bale hay on the property known as McAlester Water Shed and the Southside Industrial Park; and

WHEREAS, the Contractor has shown an ability to adequately meet the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, City and Contractor mutually agree as follows:

1. **GRANT**
For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on City property known as the McAlester Water Shed and Southside Industrial Park (the "Property").
2. **TERM**
This Agreement shall commence the 27th day of May, 2008, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 1st day of May, 2009 (the "Term").
3. **PAYMENT**
The Contractor shall pay the City cash equal to One Thousand Five Hundred and Forty Dollars (\$1,540.00) for the Term of this Agreement. All sums due to City shall become immediately due and payable on August 1, 2008, or thirty (30) days after the sale of baled hay from the McAlester Water Shed and Southside Industrial Park by Contractor or whichever date is earlier. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.
4. **USE**
 - A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.
 - B. The City shall not be responsible or liable to Contractor or anyone

claiming by, through, or under Agreement for any costs, expenses, profits, or other compensation whatsoever and Contractor shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, and any other items necessary to bale hay on the Property.

5. **TERMINATION**

A. The City reserves the right to terminate this Agreement at any time, for any reason, upon ten (10) days' prior written notice to the Contractor.

6. **CONTRACTOR COVENANTS**

A. Contractor shall furnish all equipment and labor to bale and remove all hay from the Property.

B. Contractor shall conduct all hay baling in a good and workmanlike manner.

C. Contractor shall not, without prior written consent of City, burn any hay, straw, grass vegetation or stalks on the Property.

7. **INDEMNIFICATION**

Contractor shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Contractor's use of the Property or conduct of its business or from any activity, work, or anything done, permitted or suffered by the Contractor, in or about the Property, and will further indemnify and save the City against and from any and all claims arising from any breach or default on Contractor's part in the performance of any covenant or agreement on Contractor's part to be performed pursuant to the terms of this Agreement or arising from any act, negligent or intentional, of Contractor, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against the City by reason of such claim. Contractor, upon written notice from the City, shall resist and defend, at Contractor's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to City. Contractor hereby waives all claims in respect thereof against the City and agrees to defend and save the City, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claim by others.

Contractor agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Agreement.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

Contractor:

Larry Cox
304 S. Main
McAlester, OK 74501

City:

Mark B. Roath
City Manager
City of McAlester
28 E. Washington
McAlester, Ok. 74501

9. ASSIGNMENT

Contractor shall not sublet, or assign or in any manner encumber this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the City with respect to the matters covered thereby and shall extend to and is binding upon the heirs, executors, administrators, and personal representatives of the parties hereto.

11. VENUE

This Agreement shall be governed by the laws of the State of Oklahoma and exclusive venue shall be Pittsburg County, Oklahoma.

12. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

14. MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto signed this Agreement as of the date first above written.

Executed for and on the behalf of the City on the ____ day of May, 20__.

CITY OF McALESTER
An Oklahoma Municipal Corporation

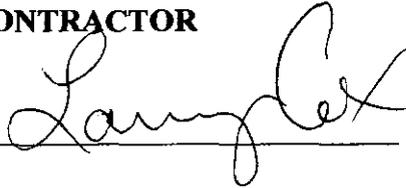
Don Lewis, Mayor

ATTEST:

Cora Middleton, City Clerk

Executed for and on behalf of the Contractor on the ____ day of May, 20__.

CONTRACTOR



APPROVED AS TO FORM:

Robert Ivester, City Attorney

CITY OF MCALESTER

INVITATION FOR BIDS

FOR HAY BALING AT THE MCALESTER WATER SHED

The City of McAlester is soliciting competitive bids for the hay baling of approximately 330 acres of property known as the McAlester Water Shed and approximately 43 acres of property known as South Side Industrial Park. Sealed bids will be accepted at the City of McAlester, office of the Land Maintenance Supervisor, 1600 College Avenue, McAlester, Oklahoma on or before 2:00 PM May 15, 2008.

The term of this contract shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement attached. The bidder understands that this bid is only for the right to bale and sale hay on the property and no other rights are granted or implied.

The undersigned bidder agrees to pay the City of McAlester an annual fee in the amount of Fifteen hundred forty dollars: ^{no}/100 (\$1540)

Bidders Name: Larry Cox

Address: 304 S Main McAlester, 74501

Telephone Number(s): 918 4238088 918 4246141

Signature of Bidder: Larry Cox

Date: 5-14-08



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 27, 2008</u>	Item Number:	<u>14</u>
Department:	<u>Planning and Community Development</u>	Account Code:	<u></u>
Prepared By:	<u>Dennis Lalli</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>May 16, 2008</u>	Exhibits:	<u>Sixteen</u>

Subject

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

Recommendation

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

Discussion

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

Address, Block and Lot:

1. 703 E. Locust, Block 56 North McAlester, Lot 5
2. 1524 N. 1st, Block 39, Lot 4
3. 410 N. 1st, Block 271, Lot 6
4. 736 W. Monroe, Block 226, Lot 4-5
5. 803 W. Monroe, Block 181, Lot 6
6. 26 W. Cherokee, Block 431, Lot 5
7. 1016 E. Comanche, Block 514, Lot 2
8. 522 E. Seminole, Block 540, Lot 3

In addition, attached are photographs of the proposed buildings to be removed.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DL</u>	<u>05/16/08</u>
City Manager	<u>MBR</u>	<u>05/17/08</u>

RESOLUTION

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

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

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

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

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

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

PASSED and APPROVED the _____ day of _____, 2007.

City OF McALESTER, OKLAHOMA
A Municipal Corporation

Don R. Lewis, Mayor

(SEAL)

ATTEST:

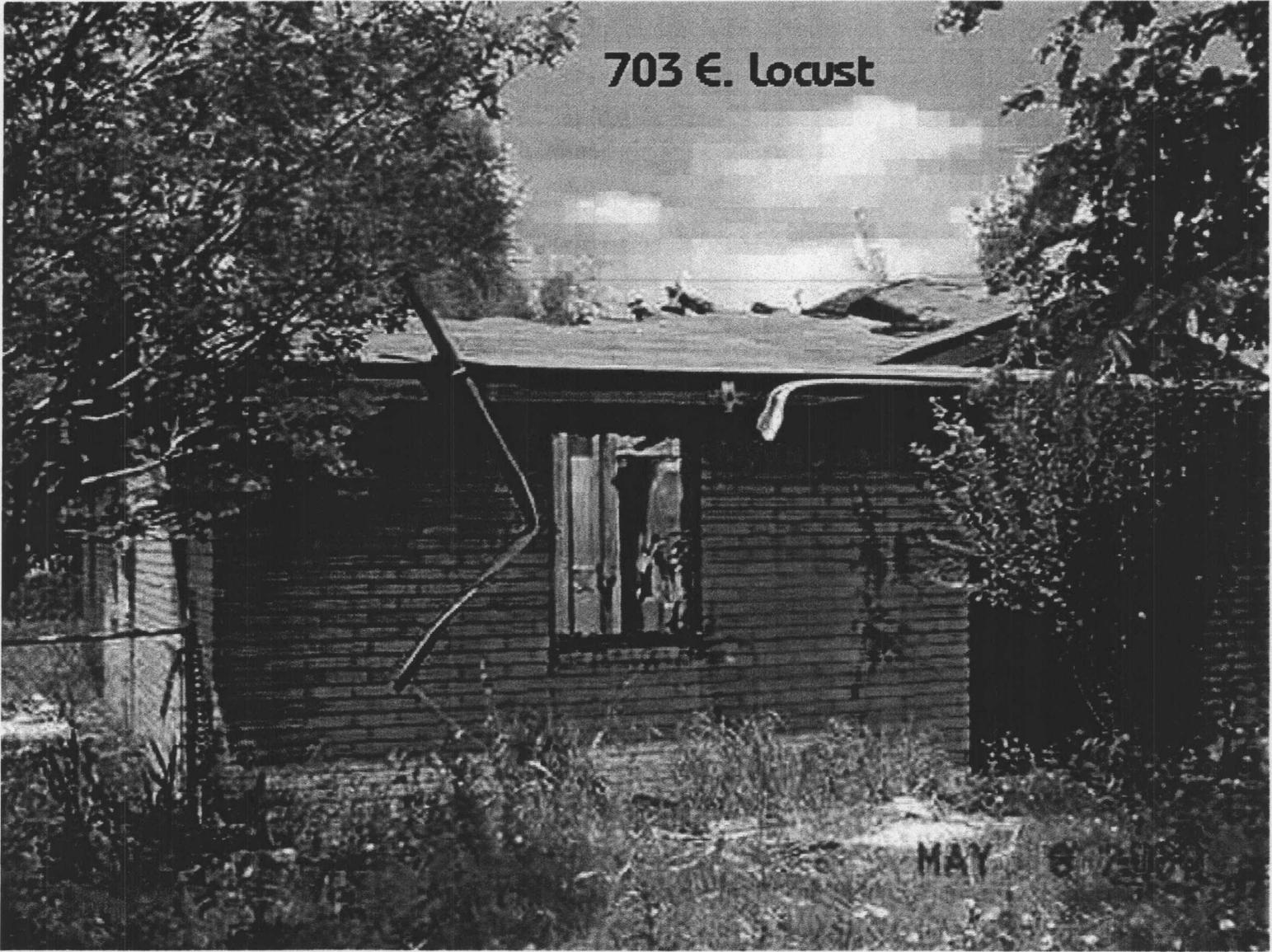
Cora Middleton, City Clerk



- ① 703 E LOCUST
- ② 1524 N 1ST
- ③ 410 N 1ST
- ④ 736 W MONROE
- ⑤ 803 W MONROE
- ⑥ 26 W CHEROKEE
- ⑦ 1016 E COMANCHE
- ⑧ 522 E SEMINOLE

CITY OF MCALESTER

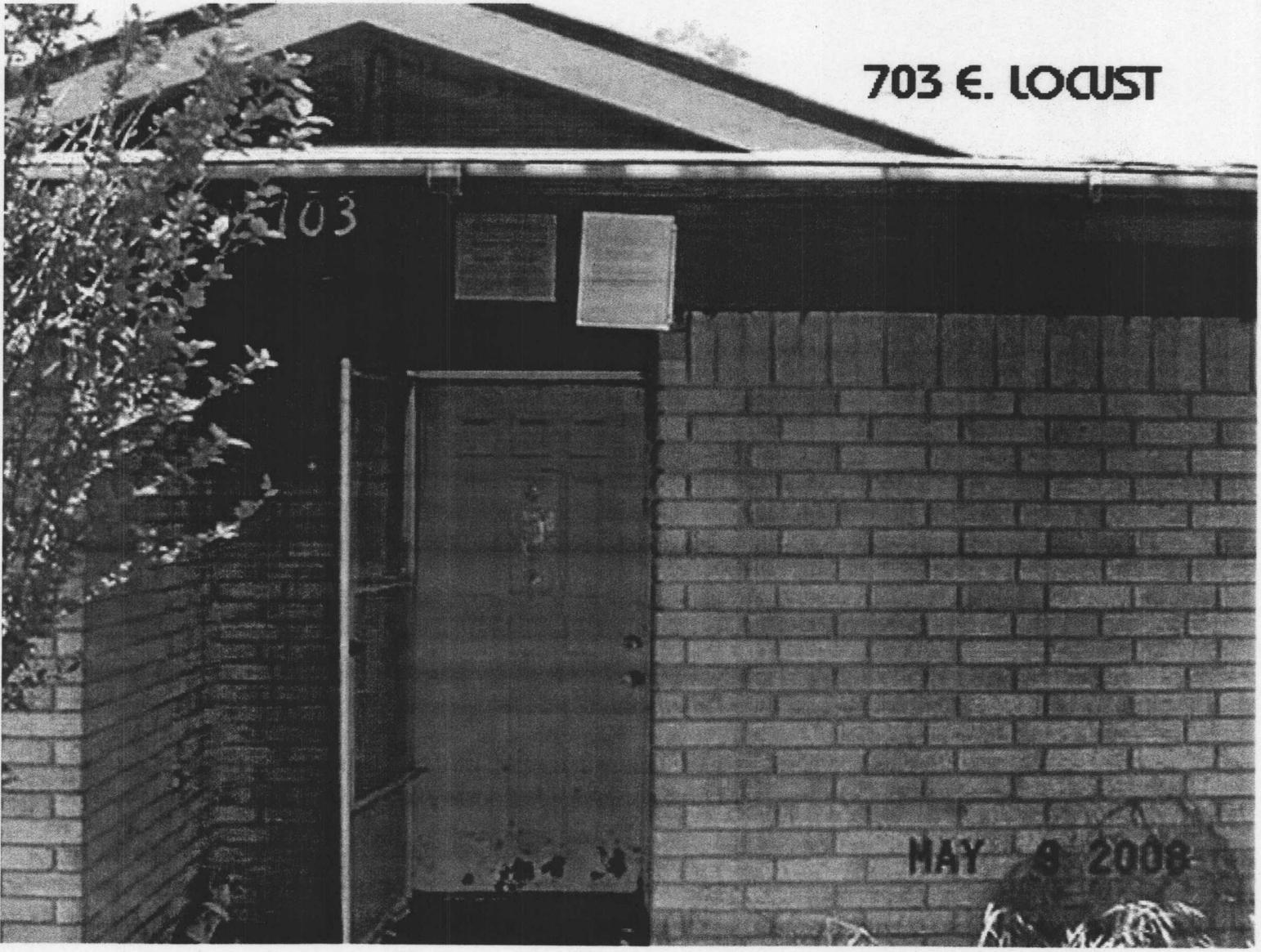
703 E. Locust



703 E. LOCUST

703

MAY 8 2008





1524 N. 1ST

1524 N. 1ST



410 N. 1ST



410 N. 1ST



736 W. MONROE

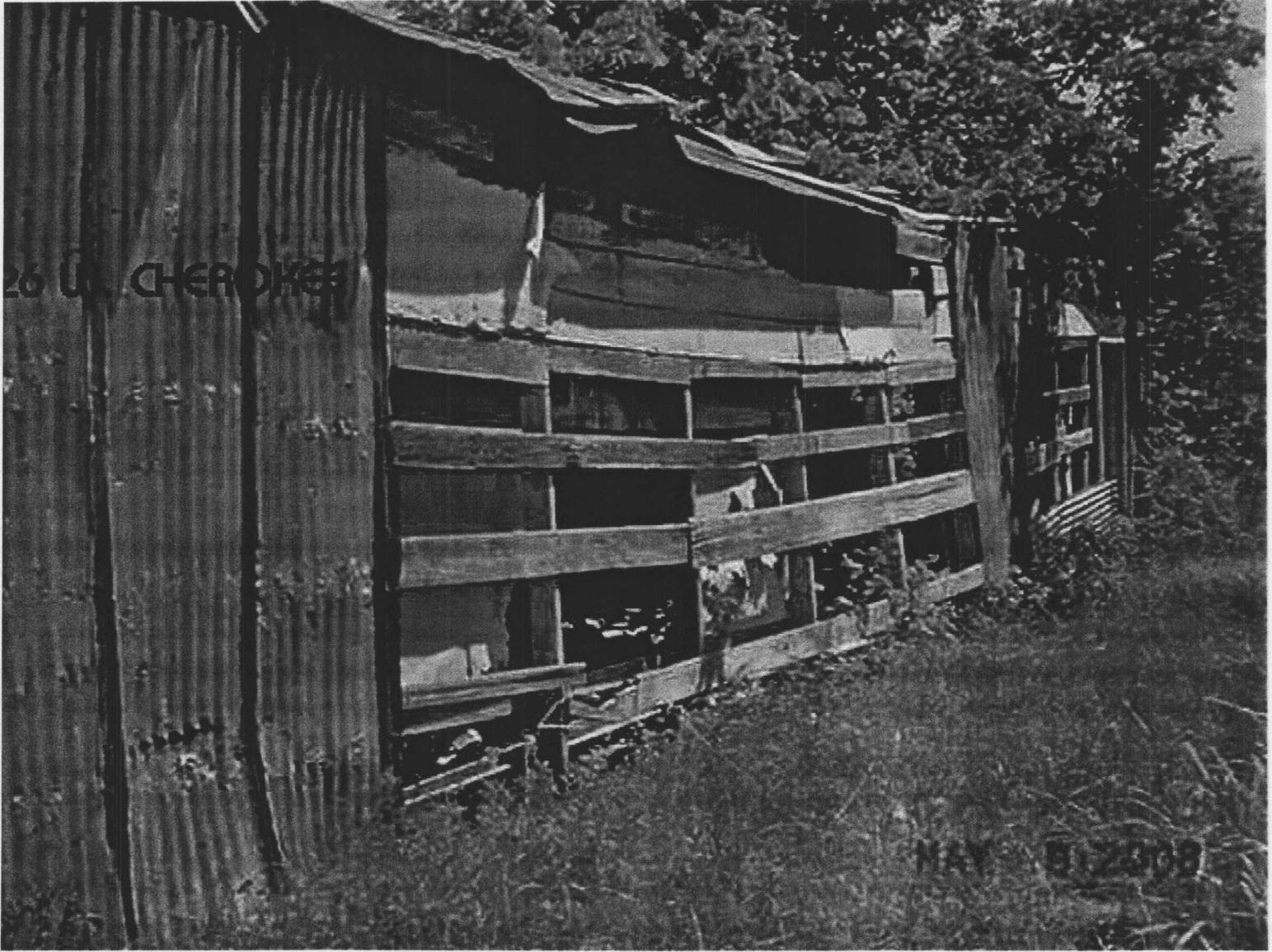


MAY 8 2008

803 W. MONROE



MAY 9 2008



26 U. CHEROKEE

26 W. CHEROKEE

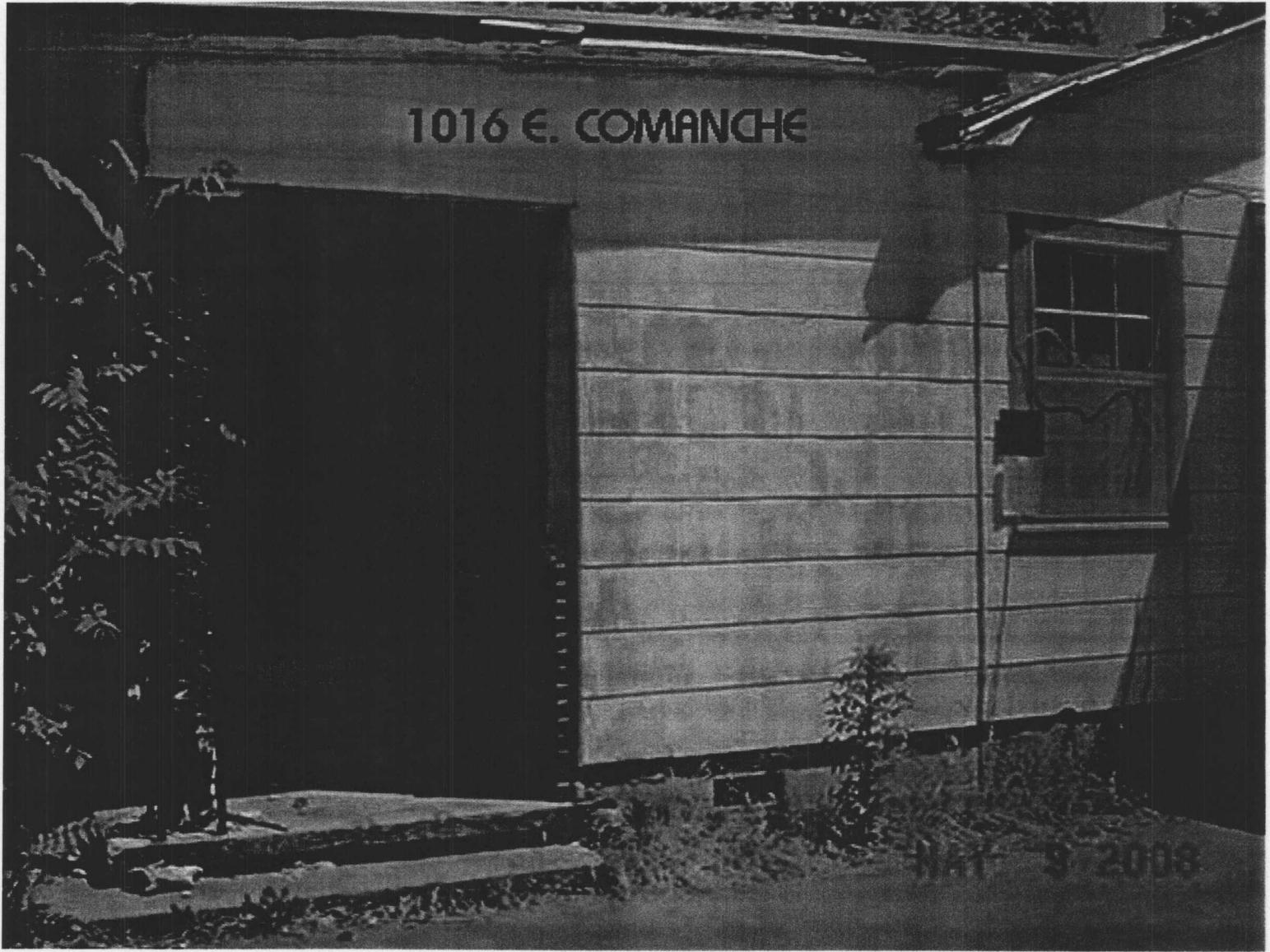
MAY 9 2008

1016 E. COMANCHE



MAY 9 2008

1016 E. COMANCHE



522 E. SEMINOLE

MAY 9 2008



522 E. SEMINOLE



MAY 9 2008



McAlester City Council

AGENDA REPORT

Meeting Date: May 27, 2008 Item Number: 15
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: May 22, 2008 Budgeted Amount: _____
Exhibits: Two

Subject

Discussion, and possible action, authorizing the City Administration to work with the Pittsburg County Board of Commissioners to transfer ownership of certain vacant lots to the City for deeding to KiBois Community Action Foundation, Inc., to use in building affordable single family housing.

Recommendation

Motion authorizing the City Administration to work with the Pittsburg County Board of Commissioners to transfer ownership of certain vacant lots to the City for deeding to KiBois Community Action Foundation, Inc., to use in building affordable single family housing.

Discussion

Attached are letters from McAlester Affordable Housing, L.P. and KiBois Community Action Foundation, Inc., regarding a proposal to transfer a number of vacant lots from Pittsburg County to the City, then to deed them in to KiBois to build affordable single family housing.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>04/17/08</u>



KI BOIS COMMUNITY ACTION FOUNDATION INC. May 22, 2008

P.O. Box 727
200 Southeast "A" Street
Stigler, OK 74462-0727

PHONE: 918.967.3325
TOLL FREE: 800.299.4479
FAX: 918.967.8680

www.kibois.org

BOARD CHAIRPERSON
GENE BASS

EXECUTIVE DIRECTOR/CEO
R. CARROLL HUGGINS, CCAP

Mr. Mark Roath, City Manager
City of McAlester
P.O. Box 578
McAlester, OK. 74501

Re: County Lots

Dear Mr. Roath:

KI BOIS Community Action staff and Max Holloway, Cimarron Contractors met with the Pittsburg County Commissioners and Jim Bob Miller on April 28, 2008 to discuss the commissioners donating lots to the City of McAlester. The commissioners are asking us to obtain a commitment from you and the City of McAlester that you will indeed accept the lots, if they process the Quit Claim Deeds accordingly. The commissioners do not want to pass a Resolution, prepare Deeds, and process the paperwork until they get an affirmation from you that McAlester will accept the lots.

The intended process of handling the gifted lots to you would be as follows: the City of McAlester accepts the lots and soon after deeds them over to KI BOIS Community Action Foundation, Inc., a non-profit agency c/o John Jones, Housing Director). Max Holloway and KI BOIS staff will attend your city council meeting to fully explain the proposed project and housing plans.

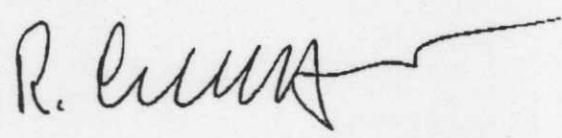
KI BOIS Community Action will be the non-profit partner to assist in building new affordable homes on the gifted lots as well as several other lots that the LLC will purchase. The lots McAlester Deeds to KI BOIS Community Action will be the city's contribution to the project. The city's contribution is a necessary part of the application process to the Oklahoma Housing Finance Agency for Tax Credits. This way the city can make a contribution and it will not cost the city any money, as the partnership could pay for all processing fees for the transfer of these lots.

Page 1 of 2

Equal opportunity / Affirmative Action Employer
KI BOIS Community Action Established in 1968

We respectfully ask that this item be placed on the Agenda for consideration. Max Holloway will be the contact person at this time but if anyone have questions of KI BOIS, please contact John Jones or myself, at (918) 967-3325.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Huggins", with a long horizontal flourish extending to the right.

R. Carroll Huggins, CCAP
Executive Director/ CEO

RCH:jj

**Max Holloway dba
McAlester Affordable Housing LP**

**820 East Side Blvd
P.O. Box 2429
Muskogee, Ok 74402**

Phone: 918-683-2949

Fax: 918-683-3983

May 22, 2008

Mark B. Roath
City Manager
City of McAlester
28 E. Washington
McAlester, Ok 74501

Dear Mr. Roath

As per our previous discussion, attached is a Resolution that the Pittsburg County Board of County Commissioners passed Monday May 12th, 2008.

The resolution includes a list of vacant lots that they propose to deed to the City of McAlester. The ultimate purpose of these lots will be to fulfill a request by our company and KiBois of McAlester to build affordable single family housing thereon. As you know, KiBois is a State sanctioned non-profit agency that serves McAlester and the surrounding area with affordable housing, transportation, and many other services.

Therefore our request of you and your City Council is that you agree to accept the lots as listed by the Commissioner's Exhibit A at such time as the Pittsburg County Commissioners process the deeds in your favor.

For your information, we will be partnering with KiBois to build new single family homes on the gifted lots. The lots you deed to KiBois will become the City's contribution to the project. The City making a contribution is an essential and necessary part of an application that we and KiBois will file with the Oklahoma Housing Finance Authority for funding.

At such time as we make the official request of you to deed the lots to KiBois, we will attend your council meeting and make a power point presentation that further explains the program, past successes of similar projects, and detailed housing plans.

If you should want us to do this as early as your next council meeting, please let us know.

Max Holloway dba
McAlester Affordable Housing LP

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE CONSTRUCTION OF 14 SINGLE-FAMILY UNIT HOUSES BY MCALESTER AFFORDABLE HOUSING TO BE LOCATED IN THE CITY LIMITS OF MCALESTER, OKLAHOMA ON SCATTERED SITES AS LISTED ON EXHIBIT "A"

WHEREAS, McAlester Affordable Housing is proposing to construct 14 single-family unit houses to be located in the city limits of McAlester, Oklahoma on scattered sites as listed on Exhibit "A", and

WHEREAS, the Pittsburg County Board of County Commissioners supports economic development, promotes affordable housing for the benefit of the citizens of Pittsburg County, Oklahoma, and

WHEREAS, these lots are no longer needed for county purposes.

BE IT RESOLVED BY THE PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS:

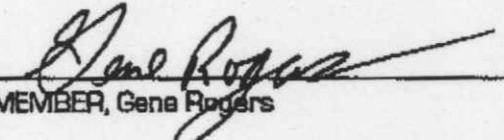
SECTION 1 - In order to secure the construction of 14 single-family houses in the City of McAlester by McAlester Affordable Housing, the Pittsburg County Board of County Commissioners approves the donation of these lots to the City of McAlester for the purpose of economic development to foster the construction and development of the proposed 14 single-family houses to be located in the city limits of McAlester. The donated lots are listed on Exhibit "A".

SECTION 2 - The 14 lots, once donated to the City of McAlester, will become the City's property but will revert back to Pittsburg County if the lots are not developed within a span of three years from the Deed date.

APPROVED AND ADOPTED this 12th day of May, 2008.

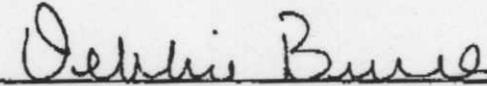
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA


CHAIRMAN, Kevin Smith


MEMBER, Gene Rogers



ATTEST:


COUNTY CLERK, Debbie Burch

APPROVED AS TO FORM:

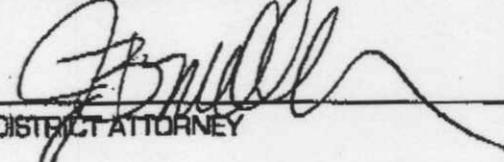

DISTRICT ATTORNEY

EXHIBIT A

- 1. 0100-00-441-007-0-007-00
E/2 LOT 7 BLK 441 SO MCALESTER & N 16' OF VAC KIOWA AVE LYING
ADJ THERETO
- 2. 0100-00-443-007-0-007-00
W 62 1/2' LOT 7 BLK 443 SO MCALESTER
- 3. 0100-00-621-009-0-009-00
E 50' OR E/2 LT 9 BLK 621 SO MCALESTER
- 4. 0100-00-220-003-0-003-01
W/2 LOT 3 BLK 220 SO MCALESTER
- 5. 0100-00-265-007-0-007-01
E/2 LOT 7 BLK 265 SO MCALESTER
- 6. 0100-00-215-014-0-014-00
W/2 LOT 14 BLK 215 SO MCALESTER
- 7. 0100-00-257-002-0-002-00
LOT 2 BLK 257 SO MCALESTER
- 8. 0100-00-279-006-0-006-00
LOT 6 BLK 279 SO MCALESTER
- 9. 0100-00-293-004-0-004-00
E 50' LOT 4 BLK 293 SO MCALESTER
- 10. 0100-00-342-007-0-007-01
W 90' LOT 7 BLK 342 SO MCALESTER
- 11. 0100-00-340-005-0-005-01
W 60' LOT 5 BLK 340 SO MCALESTER
- 12. 0100-00-371-005-0-005-00
W 80' LOT 5 BLK 371 SO MCALESTER
- 13. 0100-00-421-003-0-003-00
W 50' OR W/2 LOT 3 BLK 421 SO MCALESTER
- 14. 0100-00-416-003-0-003-00
W 75' LOT 3 BLK 416 SO MCALESTER

Council Chambers
Municipal Building
May 13, 2008

The McAlester Airport Authority met in regular session on Tuesday, May 13, 2008, at 6:00 P.M. after proper notice and agenda was posted May 7, 2008.

Present: Sam Mason, Weldon Smith, Donnie Condit, Travis Read, Don Lewis & Robert Ivester
Absent: Haven Wilkinson & Buddy Garvin
Presiding: Don Lewis, Chairman

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

- **Approval of the Minutes from the April 22, 2008, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of April 23 through May 13, 2008.** *(David Burke, City Treasurer)* In the amount of: \$2,754.03.

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

AYE: Trustees Smith, Condit, Read, Mason & Chairman Lewis
NAY: None

Chairman Lewis declared the motion carried.

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

AYE: Trustees Smith, Condit, Read, Mason & Chairman Lewis
NAY: None

Chairman Lewis declared the motion carried.

ATTEST:

Don Lewis, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 13, 2008

The McAlester Public Works Authority met in Regular session on Tuesday, May 13, 2008, at 6:00 P.M. after proper notice and agenda was posted May 7, 2008.

Present: Sam Mason, Donnie Condit, Weldon Smith, Don Lewis & Robert Ivester
Absent: Buddy Garvin & Haven Wilkinson
Presiding: Don Lewis, Chairman

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

- **Approval of the Minutes from the April 22, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item 1 regarding proposed Water Purchase Contracts with Pittsburg County Rural Water District No. 6 and Oklahoma State Penitentiary.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 2 regarding a Resolution supporting a CDBG Small Cities water and sewer project in southwest McAlester and agreeing to utilize \$79,500 of local funds as leverage to complete this project.** *(George Marcangeli, City Engineer/Public Works Director)*
- **Confirm action taken on City Council Agenda Item 3 regarding a Residential Anti-Displacement and Relocation Assistance Plan for a CDBG Small Cities water and sewer project in southwest McAlester.** *(George Marcangeli, City Engineer/Public Works Director)*
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of April 13 through May 13, 2008.** *(David Burke, City Treasurer)* In the amount of: \$120,541.85.

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

AYE: Trustees Smith, Condit, Read, Mason, & Mayor Lewis

NAY: None

Chairman Lewis declared the motion carried.

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

AYE: Trustees Smith, Condit, Read, Mason, & Mayor Lewis
NAY: None

Chairman Lewis declared the motion carried

ATTEST:

Don Lewis, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 22, 2008

The McAlester Retirement Trust Authority met in regular session on Tuesday, April 22, 2008, at 6:00 P.M. after proper notice and agenda was posted April 18, 2008.

Present: Sam Mason, Buddy Garvin, Haven Wilkinson, Donnie Condit, Travis Read, Weldon Smith, Don Lewis & Robert Ivester
Absent: None
Presiding: Don Lewis, Chairman

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

- **Approval of the Minutes from the March 25, 2008, Regular Meeting of the McAlester Retirement Trust.**
- **Approval of Retirement Benefit Payments for the period of May, 2008. In the amount of \$35,040.42.**

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

AYE: Trustees Wilkinson, Garvin, Mason, Smith, Condit, Read & Chairman Lewis
NAY: None

Chairman Lewis declared the motion carried.

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

AYE: Trustees Wilkinson, Garvin, Mason, Smith, Condit, Read & Chairman Lewis
NAY: None

Chairman Lewis declared the motion carried.

ATTEST:

Don Lewis, Chairman

Cora Middleton, Secretary