



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, June 24, 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

- Charles Neff, Pastor, Grand Avenue Methodist

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 June 3, 2008, Special Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the June 9, 2008, Special Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- C. **Approval of the Minutes from the June 10, 2008, Regular Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- D. **Concur with Mayor's reappointment of Lee Anderson to the McAlester Economic Development Service, Inc., for the term to expire June, 2011.** *(Cora Middleton, City Clerk)*
- E. **Concur with Mayor's reappointment of Terry Lanham to the McAlester Economic Development Service, Inc., for the term to expire June, 2011.** *(Cora Middleton, City Clerk)*
- F. **Concur with Mayor's reappointment of Frank Phillips to the McAlester Economic Development Service, Inc., for the term to expire June, 2011.** *(Cora Middleton, City Clerk)*
- G. **Concur with Mayor's reappointment of Noble Miller to the McAlester Economic Development Service, Inc., for the term to expire June, 2011.** *(Cora Middleton, City Clerk)*
- H. **Concur with Mayor's reappointment of Anthony "Tony" Drizness to the Pittsburg County Regional EXPO Authority for the term to expire June, 2012.** *(Cora Middleton, City Clerk)*
- I. **Consider, and act upon, authorizing the Mayor to sign an Addendum to the Public Works Project Contract between the Oklahoma Department of Corrections and the City of McAlester for the period July 1, 2008 to June 30, 2009.** *(Mark B. Roath, City Manager)*
- J. **Approval of Claims for the period of June 11 through June 24, 2008.** *(David Burke, City Treasurer)*

ITEMS REMOVED FROM CONSENT AGENDA

SCHEDULED BUSINESS

1. **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 and Jim Lyles, Chief-of-Police)*

Executive Summary

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

2. **Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, creating Section 2-68, Conflict of Interest, and declaring an emergency.** *(Travis Read, Councilmember)*

Executive Summary

This agenda item concerns an ordinance creating a section of the McAlester Code of Ordinances related to Conflict of Interest.

3. **Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, creating Section 2-69, Board of Ethics, and declaring an emergency. (Travis Read, Councilmember)**

Executive Summary

This agenda item concerns an ordinance creating a section of the McAlester Code of Ordinances related to a Board of Ethics.

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 June 10, 2008, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item J regarding the Claims for the period of June 11 through June 24, 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 June 10, 2008, Regular Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item J regarding the Claims for the period of June 11 through June 24, 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 May 27, 2008, Regular Meeting of the McAlester Retirement Trust. (Cora Middleton, City Clerk)**
- **Approval of Retirement Benefit Payments for the period of July, 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
June 10, 2008

The McAlester City Council met in regular session on Tuesday, June 10, 2008, at 6:00 P.M. after proper notice and agenda was posted June 5, 2008, at 4:00 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, Haven Wilkinson, Buddy Garvin,
Travis Read & Mayor Lewis

Absent: None

Presiding: Don Lewis, Mayor

Staff Present: David Burke, City Treasurer; Robert Ivester, City Attorney; George Marcangeli,
City Engineer/Public Works Director; Mel Priddy, Community Services Director;
Cora Middleton, City Clerk and Mark Roath, City Manager

INVOCATION & PLEDGE OF ALLEGIANCE

- **Kerry Kirkhart, Family Worship Center, McAlester**

Mayor Lewis led the Pledge of Allegiance.

Mayor Lewis announced that items 11 and 12 would be moved to the first of the meeting.

Mark Roath requested that the Budget Workshop be suspended until the meeting scheduled for Thursday, June 12, 2008, at 6:00 P.M. in the Conference Room.

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

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

- Approval of the Minutes from the May 22, 2008, Special Joint Meeting of the City Council and Audit and Finance Advisory Committee. (Cora Middleton, City Clerk)**
- Approval of the Minutes from the May 27, 2008, Regular Meeting of the City Council. (Cora Middleton, City Clerk)**

- C. **Approval of Claims for the period of May 28, 2008 through June 10, 2008.** (*David Burke, City Treasurer*) In the amounts of General Fund - \$91,467.87; Nutrition - \$488.34; Airport Grant - \$313.90; SE Expo Center/Tourism Fund - \$2,659.09 and Economic Development - \$12,782.50.

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

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

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

NAY: None

Mayor Lewis declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

None

SCHEDULED BUSINESS

11. **Conduct a Public Auction, and act upon, a Resolution approving the sale of Oil and Gas Lease, on City of McAlester property, in Section 25, Township 6 North, Range 15 East, Pittsburg County, Oklahoma.** (*Robert Ivester, City Attorney*)

Executive Summary

This agenda item relates to the sale of an oil and gas lease on City property.

Councilman Mason moved to approve RESOLUTION NO. 08-13, selling an Oil and Gas Lease to XTO Energy, Inc., for three years in the amount of \$5,500.00. The motion was seconded by Councilman Garvin.

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

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

NAY: None

Mayor Lewis declared the motion carried

12. **Conduct Public Auction, and act upon, a Resolution approving the Sale of Oil & Gas Lease on City of McAlester property in Section 34, Township 7 North, Range 14 East, Pittsburg County, Oklahoma.** (*Robert Ivester, City Attorney*)

Executive Summary

This agenda item relates to the sale of an oil and gas lease on City property.

Councilman Mason moved to approve RESOLUTION NO. 08-14, selling an Oil and Gas Lease to Petroquest Energy L.L.C., for three years in the amount of \$1,246,875.00. The motion was seconded by Councilman Wilkinson.

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

AYE: Councilman Read, Wilkinson, Garvin, Mason, Smith, Condit & Mayor Lewis
NAY: None

Mayor Lewis declared the motion carried.

1. **Table Item until June 24, 2008: 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 and Jim Lyles, Chief-of-Police)**

Executive Summary

This agenda item concerns a proposed agreement for addressing and mapping Pittsburg County including the City of McAlester for the E-911 system. The Chief-of-Police has requested that this item be continued until the next Regular City Council meeting to allow for enough time to complete revisions to the proposed contract.

Councilman Wilkinson moved to table this item until the meeting scheduled for June 24, 2008. The motion was seconded by Councilman Garvin.

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

AYE: Councilman Wilkinson, Garvin Mason, Smith, Condit, Read & Mayor Lewis
NAY: None

Mayor Lewis declared the motion carried.

2. **Presentation on the Pride-In McAlester Campaign by one or more members of the Committee. (Weldon Smith, Council member and Pride-In McAlester Committee members)**

Executive Summary

This agenda item involves a formal report by the Pride-In McAlester Committee regarding their clean up campaign held in late May, 2008.

Councilman Condit moved to accept the report on the Pride-In McAlester Campaign. The motion was seconded by Councilman Smith.

Before the vote, Councilman Smith commented that the clean up campaign had been pretty successful. He then asked J.T. Collier to give a short report to the Council.

Mr. Collier addressed the Council reporting on the clean up campaign. He gave some background information stating that he had been born in McAlester then moved away for some years.

Mr. Collier stated that the clean up campaign had actually begun in April. He then reviewed a handout he had distributed to the Council which included corresponding posters. He reported that the combined efforts removed over 1,176,000 pounds of garbage from the City and with the

aid of Triad Transport, Inc. removed 23,000 pounds of hazardous materials. He mentioned that the hazardous materials collections was done free of charge.

Mr. Collier commented that this effort had been badly needed and they had attempted to accommodate everyone. He added that future projects include Beautification, Signage and the removal of "eyesores". He stated that he would like to come back before the Council when the program is more organized.

Joyce Carlson commented on the clean up efforts of the citizens of 4th Ward.

Councilman Condit stated that they needed to look at the drop off sites. He added that he had been told that not all of the trash had been dropped off by residents of the City.

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

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

NAY: None

Mayor Lewis declared the motion carried.

3. Presentation, accept and place on file, a formal report by the Americans with Disabilities Act Board. (Mike Ward, Vice-Chairperson)

Executive Summary

This agenda item involves a presentation by Mike Ward representing the ADA Board.

Councilman Condit moved to accept and place on file the report by the Americans with Disabilities Act Board. The motion was seconded by Councilman Wilkinson.

Before the vote, Mike Ward addressed the Council and reviewed the report. He stated that the Board had started with the Library and City Hall and many of those violations had been easily corrected by the City's maintenance employees. He added that the problems on Washington and Carl Albert Parkway had been corrected and then they worked on projects to make the City parks more accessible. He commented that they had run out of time before they ran out of money. He commented that they planned to carry the balance over to the next fiscal year if permitted.

There was discussion between Councilmen Read, Smith and Mason, Mark Roath and Mel Priddy regarding the requirements of the settlement, the amount that was to be budgeted for five years, the committee and if the projects had been prioritized.

Councilman Read commented that he didn't want the City taken back to court because they had not spent the entire amount that had been budgeted for this year.

Councilman Mason commented that if the ADA Board was satisfied with the progress that had been made, then by using labor furnished by the City they were probably spending more than the budgeted amount. He added that he did hope to clear out the funds each year in the future.

J.T. Collier stated that he was a retired architect and volunteered to help with the ADA Board.

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

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

NAY: None

Mayor Lewis declared the motion carried.

4. **Consider, and act upon, adopting a Grievance Policy to address issues related to the American with Disabilities Act.** *(Mike Ward, Vice-Chairperson and Mel Priddy, ADA Compliance Coordinator)*

Executive Summary

This agenda item involves a procedure for handling citizen complaints related to local ADA issues.

Councilman Condit moved to approve a Grievance Policy to address issues related to the American with Disabilities Act. The motion was seconded by Councilman Read.

Before the vote, Councilman Read commented that all complaints should be addressed to the City of McAlester. He also stated that the policy with all related information should be published on the City's website.

Mayor Lewis and Mark Roath both stated that Mel Priddy was the City's liaison to the ADA Board so all complaints would be going to the City.

Councilman Mason commented that the City have Mr. Collier review the Grievance Policy and come back to the Council with any recommendations.

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

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

NAY: None

Mayor Lewis declared the motion carried.

5. **Consider, and act upon, an Ordinance creating Section 2-258, Emergency Fund of the Code of the City of McAlester, Oklahoma and declaring an emergency.** *(Sam Mason, Vice-Mayor)*

Executive Summary

This Ordinance creates an Emergency Fund, including the purposes for which said fund can be used, in accordance with Article 5, Section 5.04 (1) of the new Charter.

ORDINANCE NO. 2291

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, CREATING SECTION 2-258, EMERGENCY FUND, AND DECLARING AN EMERGENCY.

Councilman Smith moved for approval of ORDINANCE NO. 2291, seconded by Councilman Read.

Before the vote, Councilman Mason requested that the Clerk read the proposed ordinance.

After the reading of the ordinance, Councilman Smith asked if in section 2-a City property included citizen's property.

There was a lengthy discussion among the Council concerning City personnel working on private property, the number of Council members required to approve the use of funds from the Emergency Fund, who actually declared an emergency and the fact that funds cannot be appropriated without the Council's approval.

Councilman Condit commented that if an emergency is declared in the middle of the night, the money couldn't be spent at that time.

Mayor Lewis expressed concern about committing next year's funds to replenish a current expense.

Mark Roath commented that the new Charter further refines and restricts the use of those funds. He also stated that it might be advisable to also have someone other than the City Manager have the authority to inform the Council of the nature of the emergency. He commented that in case of a disaster the requirements to approve an appropriation might need to be flexible.

Councilman Read commented that the Council signs the checks not the City Manager and he didn't understand the argument. He stated that the Emergency Fund was not there to supplement the General Fund. He commented that this Council should be proud that they had created an Emergency Fund. He further commented that the ordinance did not need to be changed.

Councilman Mason commented that if the City is not prepared for a disaster in the future it could become a problem.

Kevin Priddle asked if paragraph three was in conflict with paragraph four.

Councilman Read explained that this prevented the use in the case of poor budgeting.

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

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

NAY: None

Mayor Lewis declared the motion carried.

Councilman Read moved to approve the EMERGENCY CLAUSE, seconded by Councilman Smith.

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

AYE: Councilman Condit, Read, Wilkinson, Garvin, Mason, Smith & Mayor Lewis
NAY: None

Mayor Lewis declared the motion carried

- 6. Discussion, and possible action, directing the City Manager or a Subcommittee of the City Council to develop a Succession Plan for the City of McAlester.** (*Weldon Smith, City Council member*)

Executive Summary

This agenda item relates to development of a succession plan in case key staff are incapacitated, resign, or are removed with little notice or in case of a disaster.

Councilman Condit moved to approve the development of a Succession Plan for the City of McAlester by the City Manager or a Subcommittee of the Council. The motion was seconded by Councilman Read.

Before the vote, Mayor Lewis stated that the City Manager should be directed to develop a Succession Plan and not a Subcommittee of the Council.

Councilman Read agreed.

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

AYE: Councilman Read, Wilkinson, Garvin, Mason, Smith, Condit & Mayor Lewis
NAY: None

Mayor Lewis declared the motion carried.

- 7. Consider, and act upon, an Ordinance vacating a platted twenty-five foot utility easement W/E Southside of Lot 53 in Block 1, Village Addition (located at 713 Kinkead Road).** (*Mark Roath, City Manager*)

Executive Summary

This Ordinance vacates a platted utility easement at 713 Kinkead Road, McAlester.

ORDINANCE NO. 2292

AN ORDINANCE TO NULL, VACATE, AND CLOSE THE PLATTED ROADWAY EASEMENT A 25' UTILITY EASEMENT RUNNING 451' W/E SOUTHSIDE OF LOT 53 IN BLOCK 1, VILLAGE ADDITION #1 @ 713 KINKEAD ROAD ,CITY OF MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA GRANTING OWNERSHIP TO SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS.

Councilman Read moved for approval of **ORDINANCE NO. 2292**, seconded by Councilman Garvin.

Before the vote, Councilman Mason asked if this ordinance was worded correctly because the City couldn't vacate an easement.

Mr. Ivester stated that the ordinance was worded properly. If the Council wanted to amend the wording to just close the easement they could. He added that the District Court could vacate the easement.

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

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

NAY: None

Mayor Lewis declared the motion carried.

8. Consider, and act upon, a Residential Planned Unit Development for Hickory Ridge McAlester, LLC, on a site consisting of 6.50 acres, located adjacent to Hickory and Rock Road. (Mark B. Roath, City Manager)

Executive Summary

This agenda item involves a Residential Planned Unit Development.

Councilman Condit moved to approve the Residential Planned Unit Development for Hickory Ridge McAlester, L.L.C. The motion was seconded by Councilman Wilkinson.

Before the vote, Tom Tibbets stated that the company was ready to start construction.

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

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

NAY: None

Mayor Lewis declared the motion carried.

9. Consider, and act upon, a Personal Service Agreement with Larry Cox for Hay Baling at McAlester Water Shed and Southside Industrial Park in the amount of \$1,540.00. (Mel Priddy, Community Services Director)

Executive Summary

This agenda item involves the City allowing a third party to bail hay on two city properties for an amount of \$1,540.00.

Councilman Wilkinson moved to approve the Personal Service Agreement with Larry Cox for Hay Baling at McAlester Water Shed and Southside Industrial Park in the amount of \$1,540.00. The motion was seconded by Councilman Read.

Before the vote, there was discussion among the Council regarding the insurance that was required of contractors that work for or on City property and how important it was to have this bailed.

Mel Priddy commented that bailing this area would lower the fire hazard possibility.

Councilman Mason moved to amend the motion to require the contract to furnish adequate insurance to protect the City against any liability. The amendment was seconded by Councilman Smith.

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

AYE: Councilman Smith, Read, Wilkinson, Garvin & Mason

NAY: Councilman Condit & Mayor Lewis

Mayor Lewis declared the motion carried

Mayor Lewis asked if this lease was different from the previous leases approved.

Mel Priddy stated that those leases were for a specific length of time and this was just allowing someone to go on City land and mow.

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

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

NAY: None

Mayor Lewis declared the motion carried.

10. **Consider, and act upon, a bid award to KATCON, Inc., in the amount of \$258,092.50, for construction of AIP Project 3-40-0057-009-2008 at the McAlester Regional Airport and authorizing the Mayor to sign FAA grant documents, as necessary. (George Marcangeli, City Engineer/Public Works Director)**

Executive Summary

This agenda item relates to a bid award to KATCON, Inc. for rehabilitation of portions of the terminal apron, taxiways, taxi lanes, hangar access aprons and remarking runway designation numbers and authorizing the Mayor to sign all necessary FAA grant documents.

Councilman Read moved to approve the bid award to KATCON, Inc., in the amount of \$258,092.50, for construction of AIP Project 3-40-0057-009-2008 at the McAlester Regional Airport and authorizing the Mayor to sign FAA grant documents, as necessary. The motion was seconded by Councilman Garvin.

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

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

NAY: None

Mayor Lewis declared the motion carried.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Mr. Roath stated that the next Budget Workshop was scheduled for Thursday, June 12, at 6:00P.M. in the Conference Room.

REMARKS AND INQUIRIES BY CITY COUNCIL

Mayor Lewis commented on the clean up project and the first budget workshop.

RECESS COUNCIL MEETING

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

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

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

NAY: None

Mayor Lewis declared the motion carried, and the Regular Meeting was recessed at 7:46 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:49 P.M.

Councilman Condit move to recess the Regular Meeting for an Executive Session to discuss the status of negotiations concerning employees and representatives of employee groups: IAFF and FOP, in accordance with Section 307.B.2 and to discuss the City Manager’s performance review in accordance with Section 307.B.1. The motion was seconded by Councilman Garvin.

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

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

NAY: None

Mayor Lewis declared the motion carried and the meeting was recessed at 7:50 P.M.

Councilman Read left at this time.

EXECUTIVE SESSION

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

- **Section 307 (B) (2) - Discuss status of negotiations concerning employees and representatives of employee groups: IAFF and FOP.**
- **Section 307 (B) (1) – Discuss City Manager performance review.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

The Regular Meeting was reconvened at 9:51 P.M. Mayor Lewis reported that the Council had gone into Executive Session to discuss the status of negotiations concerning employees and representatives of employee groups: IAFF and FOP, in accordance with Section 307.B.2 and to

discuss the City Manager's performance review in accordance with Section 307.B.1. He stated that no action had been taken and the Council had returned to open session at 9:51 P.M.

ADJOURNMENT

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

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

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 9:52 P.M.

ATTEST:

Don R. Lewis, Mayor

Cora Middleton, City Clerk

Council Conference Room
Municipal Building
June 3, 2008

The McAlester City Council met in Special session on Tuesday, June 3, 2008, at 5:30 P.M. after proper notice and agenda was posted May 30, 2008, at 11:45 A.M.

CALL TO ORDER

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

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

Absent: None

Presiding: Don Lewis, Mayor

Staff Present: Mark Roath, City Manager; David Burke, City Treasurer; Robert Ivester,
City Attorney and Cora Middleton, City Clerk

SCHEDULED BUSINESS

- 1. Discussion, and possible action, regarding implementation of the new Charter including formation of Council Sub-committees and development of necessary legislation. (Don R. Lewis, Mayor)**

Mayor Lewis opened the session by explaining that this meeting was to help explain some of the changes and recommendations in the new Charter. He thanked the members of the Charter Review Committee for their hard work.

Councilman Smith began by stating that he wanted to clear up what seems to be persistent confusion about the changes in the new Charter. He commented that the items that had been removed from the old Charter had not been left out by mistake. He stated that those items could be handled by ordinance. He added that the advantage of having these items handled by ordinance is that it allows more flexibility. He stated that the Charter Review Committee wanted the Council to be aware of areas that called for Council input and there were some items that would require action by the Council soon.

Mayor Lewis asked for a motion to open the item up for discussion.

Councilman Smith moved to open the discussion and possible action regarding implementation of the new Charter including formation of Council Sub-committees and development of necessary legislation. The motion was seconded by Councilman Mason.

The vote was taken as follows:

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

NAY: None

Mayor Lewis declared the discussion open.

Tim Wynn was the first member of the Charter Review Committee to speak regarding the new Charter. He commented that as a former Mayor he looked at how the new Charter could have helped him. Mr. Wynn also recommended that the Council give serious consideration on setting up the various committees. He stated that the more information that could be made available to the Council would help in making better decisions.

Mayor Lewis commented that the City of McAlester's form of government was the Home-Rule form where the Council makes the rules that the city follows. He added that through this process they did attempt to make the right decisions for the community.

Councilman Smith commented on the guide that had been distributed to the Council. He stated that they had tried to pick out what dealt with the Council.

Sharon Irvin discussed with the Council Section 2.01, General Powers and Duties of the Council.

Mayor Lewis commented that the running of the City had to be a partnership.

Councilman Smith stated that he had no objection to that but the Council had the ultimate responsibility for what happened. He commented that the Charter Review Committee was not recommending that any action be taken at this time. He added that some of the areas of change had already been addressed.

Phil Beatty reviewed section 2.15 which dealt with the authentication, recording, codification and printing of Ordinances and Resolutions. He stated that the City needs to make the Ordinances and Resolutions readily available to the citizens through the website. He also recommended that the Budget be made available on the website.

Tim Wynn discussed section 3.04 Powers and Duties, referring to the City Manager with the Council.

Councilman Garvin asked Mr. Wynn if he thought it was advisable to have Council members on sub-committees. It would be like having them oversee themselves. He also stated that he wouldn't want a sub-committee to be influenced by the Council members.

Mr. Wynn admitted that some individuals could be intimidated but there are always others that the presence of the Council would not affect.

Debbie Quadracci stated that she did not believe that a conflict of interest existed when Council members were on sub-committees of the Council.

Steve Harrison commented on the area that addressed sub-committees.

Dorothy Crone reviewed the Personnel system.

Councilman Wilkinson indicated that this area had been charged to Bart Van Nieuwenhuise and he asked where the administration was at this time.

Mark Roath indicated that he believed there was a draft of the Personnel Policies.

Councilman Smith reviewed the area that addressed the bonds of the various city officials and employees. He stressed the area that covered the requirements for the bonds of the City Manager and Chief Financial Officer. He also noted that the recommendation included in the handout stated that these amounts be reviewed annually. Councilman Smith added that the only action recommended at this time was to hire a City Attorney.

Mark Roath stated that an advertisement had been placed in the newspaper and would be on the website as soon as the IT person was back from vacation.

Councilman Smith reviewed the area that addressed the Chief Financial Officer, the Land Use, Development and Environmental Planning area and the area that addressed the Budget Message. He commented that Mark Emmons, Chairman of the Planning Commission, had indicated that the Planning Commission was the obvious choice to implement this process.

Councilman Mason questioned the use of the word "shall".

John Goodyear commented on the section that addressed the budget message and budget. He commented that an emergency fund should be established.

Mayor Lewis commented that the Council would approve the rules and regulations regarding any emergency fund that might be adopted.

Councilman Smith continued the review with sections 5.09, 5.11, 5.12 and 5.13.

There was discussion among the Council concerning the area of the new Charter that addressed the formation of a Board of Ethics and Code of Conduct.

Councilman Garvin stated that he had a problem with this section regarding the Board of Ethics. He commented that he felt it could open the Council up to lawsuits. He then asked if the new Charter had been approved by the Governor.

Mayor Lewis stated that they did not know of its approval at this time.

Kevin Priddle stated that he was one hundred percent in favor of the Board of Ethics. He commented that the selection of the members would be very important.

Steve Belcher addressed the Council stating that he also had a problem with this section. He stated that it did not address any protection for the employee who attempts to follow the rules.

There was discussion between Councilman Smith, Mark Roath and Steve Belcher concerning the "State Whistle Blower Law" and what the City could do to afford protection to the employees. Councilman Smith commented that since Mr. Belcher had specific experience in this area, he might make recommendations to the Council.

Mayor Lewis commended the Charter Review Committee and the Council for their work on the new Charter and stated that they wanted to come up with a document that was fair for the employees and citizens of the City.

Councilman Smith stated that within the range of options that the Council has it would be good to have all of the Council make recommendations.

ADJOURNMENT

There being no further business to come before the Council, Councilman Garvin moved for the Special Meeting to be adjourned. The motion was seconded by Councilman Wilkinson and the vote was taken as follows:

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

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 7:18 P.M.

ATTEST:

Don R. Lewis, Mayor

Cora Middleton, City Clerk

Council Conference Room
Municipal Building
June 9, 2008

The McAlester City Council met in Special session on Monday, June 9, 2008, at 6:00 P.M. after proper notice and agenda was posted June 5, 2008, at 4:00 P.M.

CALL TO ORDER

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

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

Staff Present: Mark Roath, City Manager; David Burke, City Treasurer; George
Marcangeli, City Engineer/Public Works Director; Jim Lyles, Police
Chief; David Medley, Utilities Director; Harold Stewart, Fire Chief; Mel
Priddy, Community Services Director and Cora Middleton, City Clerk

SCHEDULED BUSINESS

1. FY 2008-2009 Budget Workshop

Mayor Lewis called the FY 2008-2009 Budget Workshop to order and commented on the amount of work that Mr. Roath and Mr. Burke had been done to prepare the preliminary budget. He added that there had been a considerable amount of input from the staff, Council and citizens.

Mark Roath reviewed the workshop schedule and the budget message. He commented that the new Charter changed the Reserve Fund to the Emergency Fund and that a modest amount had been set aside for the Pride in McAlester program. He stated that this budget was a reality check. He added that the staff had been adapting to the new organizational chart that the Council had adopted. He then reviewed the organizational chart and the department's goals and objectives.

David Burke reviewed the revenues for the General Fund and MPWA. He emphasized that the sales tax had been very conservatively estimated and that the price of fuel would have a considerable effect on the budget. He added that they would have to watch the economy.

Councilman Smith asked about the back log on fine collections, the oil and gas leases and about the transfer from the MPWA. He also asked if these totals were year to date calculations.

Mr. Burke stated that transfers between funds were not unusual in government entities. He also answered that the calculations were as of May 30, 2008.

Mark Roath began the discussion of the General Fund expenses. He commented that the Council's budget included operating expenses. He stated that this would help to reflect the actual costs. He then reviewed the Managers budget, Personnel's budget and the Safety Division's budget. He also reviewed the Legal Division's budget and mentioned the advertisement for the City Attorney's position.

The City Clerk reviewed her budget for the Council stating that most of the amounts were very similar to the previous budget with increases for advertisement and a modest amount to paint her office.

Mel Priddy reviewed the budgets for the divisions of the Community Services Department. He explained the changes and creations of the different divisions, namely nutrition.

There was discussion regarding the Nutrition Program, the change in the amount of the grant for the Nutrition Program, why the grant for the Airport was not in the Budget and what the three phase electrical improvement at the Expo was.

Mr. Roath stated that they only budget a grant if it has been awarded and then only the matching amount if needed.

There was discussion among the Council concerning the Hotel/Motel tax, the partnering amount and the City's Information Technology System.

David Burke reviewed the budgets of the Court, Information Technology and the Utility Office.

There was discussion of the benefits of the City converting to automated water meters and electronic billing.

David Burke then reviewed the General Fund and MPWA Interdepartmental accounts.

There was discussion regarding workers compensation and its related costs.

At 7:49 P.M. Mayor Lewis called for a five minute recess.

Councilman Condit left at this time to attend a required School Board meeting.

The workshop reconvened at 7:54 P.M.

Harold Stewart reviewed the Fire Departments budget.

Mayor Lewis asked about the increase in health insurance.

Mr. Roath commented that they had budgeted for a thirty percent increase. He stated that the City had some unusual health care problems. He explained that the insurance had

paid out 1.65 more in claims than they had received in premiums. He stated that the City currently pays one hundred percent of the employee's premium and the employees paid for their spouses and dependents. He added that not many of the employees could afford dependent coverage. He stated that the information regarding the options that the insurance company was offering would be reviewed and the recommendations would be brought to Council as soon as they were received.

Chief Stewart continued the review of the Fire Department's budget and commented that the department had reviewed the safety procedures for handling equipment.

Mark Roath reviewed the budget for the Planning and Community Development Department. During this review he commented on annexation and code enforcement.

Jim Lyles reviewed the budget for the Police Department and its divisions. There was a brief discussion regarding the Animal Control Division and the County animal shelter.

George Marcangeli reviewed the budgets for the Public Works Department and its divisions. During the review there was discussion regarding the controls for the use of the fuel cards and the reports that could be used to verify all purchases. There was also discussion concerning the possibility of a lease purchase for the equipment that was needed at the landfill. During this discussion, Mr. Roath commented that before a lease purchase was pursued the Solid Waste program would need to be reviewed.

Councilman Mason commented that over a year ago there had been a discussion about dedicating a percentage of the Subtitle D fee for future landfill cells.

There was discussion regarding the life of the present landfill and requirements to close and or open a landfill.

David Medley reviewed the Utilities Department's budget in detail.

Mark Roath stated that the Budgets for the Special Funds and the Capital program were all that was left to review. He recommended that the Council finish the discussion at the regular meeting that was scheduled for the next day.

ADJOURNMENT

There being no further business to come before the Council, Councilman Garvin moved for the Special Meeting to be adjourned. The motion was seconded by Councilman Wilkinson and the vote was taken as follows:

AYE: Councilman Smith, Wilkinson, Garvin, Mason & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 7:18 P.M.

ATTEST:

Don R. Lewis, Mayor

Cora Middleton, City Clerk

Interoffice Memorandum

DATE: June 11, 2008

TO: City of McAlester
Attn: Mark Roath
P.O.Box 578
McAlester, Oklahoma
74502

RE: PPW Contract 2008-2009

Dear Mark Roath,

If the City of McAlester is interested in keeping there PPW Crews, both "contract" and attachment "A" must be signed, notarized, and returned to us. We will then sign, notarize, and send you a copy. Please return before June 30, 2008.

Your cooperation is appreciated and we thank you for your patience in this matter.

Thank you.

Emma Watts
Emma Watts, Warden

GP:beb

BB:aje

**ADDENDUM TO THE PUBLIC WORKS PROJECT CONTRACT
BY AND BETWEEN THE
OKLAHOMA DEPARTMENT OF CORRECTIONS AND
CITY OF MCALESTER,**

(Insert Contract party here)

The contractual agreement originally entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of McAlester, hereinafter, **Public Agency Or City of McAlester**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. The original agreement, dated the 26th day of September, 2006 is amended as follows:

1. Term of the Contract:

The term of the original agreement is amended, with the effective date of the agreement continued to the 30 day of June, 2009.

(the extended tem can be no longer than the last day of the fiscal year.)

DATE OF EXECUTION:

Date: _____

for the Oklahoma Department of Corrections

Approved as to form:

Mike Oakley, General Counsel

for the Public Agency

Subscribed and sworn to before me this _____ day of, 20_____

Notary Public

My commission expires: _____

My commission number is: _____

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF MCALESTER (EXPO CENTER)			
DATE:			
\$ 0.00		A.	The Cost of Transportation of the prisoners to and from the project.
\$ 110.00		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 5 I/M's at a rate of \$1.00/day.
\$ 0.00		C.	The cost of guarding the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 100.00		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 5 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 210.00		SUBTOTAL	
\$ 21.00		PLUS 10%	
\$ 231.00		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
Oklahoma Department of Corrections		Agency Representative	
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			

**PUBLIC WORKS CONTRACT
 OKLAHOMA DEPARTMENT OF CORRECTIONS
 CITY OF MCALESTER (PARKS and RECREATION)**

DATE:

\$ 0.00		A.	The Cost of Transportation of the prisoners to and from the project.
\$ 132.00		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 6 I/M's at a rate of \$1.00/day/.
\$ 0.00		C.	The cost of guarding the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 120.00		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 6 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 252.00		SUBTOTAL	
\$ 25.20		PLUS 10%	
\$ 277.00		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	

Oklahoma Department of Corrections

Agency Representative

These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

**CLAIMS FOR JUNE 11, 2008
THRU
JUNE 24, 2008**

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-1	MISC VENDOR					
	NEXSTEP	I-5644	01 -5542331	EMPLOYEE TRAV GRAFFITI REMOVER	042313	172.30
1-A00028	"A" PLUS LAWN SERVICE					
		I-07-21287	01 -5542308	CONTRACTED SE CONTRACT MOWING AT	042314	600.00
		I-07-21362	01 -5542308	CONTRACTED SE BI-MONTHLY PAYMENT FOR	042314	600.00
1-A00267	AIRGAS					
		I-106036822	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	042318	102.55
		I-106122907	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	042318	145.89
		I-106135954	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	042318	99.28
		I-106155052	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	042318	25.89
		I-106164378	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	042318	49.64
		I-106185123	01 -5542202	OPERATING SUP WELDING WIRE	042318	44.00
		I-106936695	01 -5548203	REPAIRS & MAI YEARLY CHARGE FOR OXYGEN	042318	118.03
-A00435	ALWAYS WELDING					
		I-6935	01 -5542319	MISCELLANEOUS 3/16" PLATE STEEL FOR	042319	120.00
-A00500	AMERICAN MUNICIPAL SERV					
		I-07-21330	01 -5213337	COLLECTION SE OUTSTANDING FINES MAY	042320	772.31
-A00539	AMERICAN RAMP					
		I-10268	01 -5542319	MISCELLANEOUS PAINT FOR SKATEPARK EQUIP	042321	250.00
		I-10268A	01 -5542319	MISCELLANEOUS ADDITIONAL PAINT	042321	245.00
-A00570	AMERICAN SOD FARMS					
		I-3239	01 -5542203	REPAIRS & MAI 2 PALLETS OF SOD FOR	042322	160.00
-A00622	ANCHOR SPORTS					
		I-1967	01 -5542319	MISCELLANEOUS ANGELEA TOP DRESS FOR	042323	2,195.00
-A00747	AT&T					
		I-07-21344	01 -5215315	TELEPHONE UTI 91842318025801- ACCT PAY	042304	1,088.13
-A00751	ATWOODS					
		I-3068135	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL PART	042324	32.49
		I-3085892	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL PART	042324	29.07
		I-3086863	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL PART	042324	9.75
		I-3089895	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042324	28.47
		I-3092968	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042324	75.97
		I-3093309	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042324	99.40
-A00770	AUTO PARTS CO					
		I-815426	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	18.14
		I-815677	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	31.98
		I-815687	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	242.00
		I-815710	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	73.71
		I-815730	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	59.43

ACCT: 03733 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
L-A00770 AUTO PARTS CO continued						
		I-815767	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	54.75
		I-815825	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	6.86
		I-815852	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	31.98
		I-815921	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	40.16
		I-815939	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	95.64
		I-815946	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	42.38
		I-815986	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042325	9.99
		I-816037	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	57.35
		I-816264	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	21.03
		I-816347	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	21.16
		I-816378	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	64.73
		I-816534	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	39.99
		I-816649	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	146.95
		I-816884	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	81.33
		I-816956	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL AUTO	042326	174.63
		I-817949	01 -5862203	REPAIRS & MAI GATOR CLUTCH FOR CEMETERY	042326	352.68
-B00150 BEALES GOODYEAR TIRES						
		I-151023	01 -5862203	REPAIRS & MAI 2 FOR PK-25 PARKS @48.05	042328	96.10
		I-151619	01 -5862203	REPAIRS & MAI 10 POLICE TIRES @65.84	042328	658.40
		I-151699	01 -5862203	REPAIRS & MAI 1 FOR AP-5	042328	468.00
		I-151699	01 -5862203	REPAIRS & MAI 1 FOR AP-5	042328	41.00
		I-152140	01 -5862203	REPAIRS & MAI 2 FOR AP-4 @ 120.00	042328	240.00
-B00172 B & C ELECTRIC CO.						
		I-404747	01 -5542203	REPAIRS & MAI LABOR TO REPAIR LIGHTS	042329	200.00
-B00180 BEMAC SUPPLY						
		I-S1389959.001	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042330	42.80
		I-S1390653.001	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042330	6.43
		I-S1392642.001	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042331	7.85
		I-S1393548.01	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042331	43.54
		I-S1394645.001	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042331	255.82
-B00490 BRIGGS PRINTING						
		I-53833	01 -5652317	ADVERTISING & 1000 ELECTRICAL LICENSES	042334	38.50
-B00570 BUCK WILSON BODY SHOP I						
		I-1787	01 -5862203	REPAIRS & MAI REPAIR S-6 INSURANCE PAID	042336	1,010.20
-B00640 BSN SPORTS						
		I-92735449	01 -5542202	OPERATING SUP NEW POST FOR TENNIS NET	042337	292.49
-B00650 BWI TEXARKANA, INC.						
		I-08577020	01 -5548316	REPAIRS & MAI 2 PALLETS OF MULCH FOR	042338	416.48
-C00046 C D W GOVERNMENT, INC						
		I-2321434	01 -5225202	OPERATING SUP OKI PRINTER TRANSFER BELT	042339	220.13

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-C00269	CBC INNOVIS	I-8153027897	01 -5321308	CONTRACTED SE EMPLOYMENT CREDIT CHECK	042340	5.25
I-C00275	CECIL WADE	I-07-21363	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	042341	400.00
I-C00320	CENTERPOINT ENERGY ARKL	I-07-21345	01 -5215314	GAS UTILITY 2345821-9 - 315 E KREBS	042305	15.94
		I-07-21345	01 -5215314	GAS UTILITY 672236-7 CEMETERY	042305	105.19
		I-07-21345	01 -5215314	GAS UTILITY 682357-1 1600 E COLLEGE	042305	228.29
		I-07-21345	01 -5215314	GAS UTILITY 672355-5 801 N 9TH	042305	312.66
		I-07-21345	01 -5215314	GAS UTILITY 672267-2 FIRE STATION 3	042305	43.10
		I-07-21345	01 -5215314	GAS UTILITY 672271-4 CITY HALL	042305	372.45
		I-07-21345	01 -5215314	GAS UTILITY 672353-0 OAK HILL CEMETRY	042305	26.58
		I-07-21345	01 -5215314	GAS UTILITY 672268-0 LIBRARY	042305	95.61
		I-07-21345	01 -5215314	GAS UTILITY 6871293-4 1600 COLLEGE C	042305	38.35
		I-07-21345	01 -5215314	GAS UTILITY 443211-8 #2 FIRE STATION	042305	53.60
-C00429	CHERYL LEGG	I-07-21394	01 -5542308	CONTRACTED SE UMPIRE FEES - 7 GAMES	042342	140.00
-C00430	CHIEF FIRE & SAFETY CO.	I-152779	01 -5431316	REPAIRS & MAI MISC. PARTS	042343	393.88
		I-153304	01 -5431316	REPAIRS & MAI FAST ROTATOR ASSYMBLEY	042343	196.00
-C00489	UNITED FUEL & ENERGY/CL	I-0931093-IN	01 -5862205	PETROLEUM PRO 6 GP HYD FLUID @ 373.45	042344	2,240.70
		I-0931093-IN	01 -5862205	PETROLEUM PRO GP GEAR LUBE (1)	042344	422.95
		I-0931093-IN	01 -5862205	PETROLEUM PRO ANTIFREEZE 50/50 BLEND (1)	042344	263.45
-D00096	DARRELL HEAROD	I-07-21391	01 -5542308	CONTRACTED SE UMPIRE FEES - 17 GAMES	042346	340.00
-D00213	DEBBIE COMPTON	I-07-21396	01 -5542308	CONTRACTED SE CONTRACT MEAL DELIVERY	042347	150.00
-D00230	DEL CIELLO PLUMBING	I-07-21359	01 -5542206	MAJOR CHEMICA LABOR AND MATERIALS TO	042348	59.15
-D00330	DEPT. OF PUBLIC SAFETY	I-04-2810827	01 -5321308	CONTRACTED SE TELETYPE RENTALS:	042351	350.00
-D00520	DOERNER, SAUNDERS,	I-126999	01 -5214302	CONSULTANTS/L PROFESSIONAL SERVICES	042352	756.41
-D00540	DOLESE BROTHERS	I-45477	01 -5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	968.03
		I-46124	01 -5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	762.63
		I-46830	01 -5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	243.10

ACCKET: 03733 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-D00540	DOLESE BROTHERS		continued			
	I-47486	01	-5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	849.00
	I-48125	01	-5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	506.58
	I-48699	01	-5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	241.70
	I-49357	01	-5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	590.36
	I-50036	01	-5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	568.93
	I-50678	01	-5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	434.51
	I-51289	01	-5865402	CAPITAL PROJE 1000 TON 1 1/2CR FOR SHOP	042353	35.15
-E00250	EQUIPMENT SOUTHWEST IN					
	I-24756	01	-5542204	SMALL TOOLS BEARING FOR PUP PACKER	042355	112.71
-E00280	ESTES, INCORPORATED					
	I-474476	01	-5542319	MISCELLANEOUS SENCORE DF HERBICIDE FOR	042357	975.00
-F00015	FLEETCOR TECHNOLOGIES					
	I-NP12809321/320	01	-5862205	PETROLEUM PRO FUEL FOR MAY / GEN FUND	042358	25,129.34
-F00140	FIRE SERVICE TRAINING					
	I-#9	01	-5431331	EMPLOYEE TRAV 3 PROMOTIONAL TESTS	042360	2,250.00
-G00010	G & C RENTAL CENTER, IN					
	I-5153	01	-5865402	CAPITAL PROJE BLANKET PO FOR TOOLS	042364	500.00
-G00055	G.FARNEY & ASSOCIATES,					
	I-20134	01	-5543316	REPAIRS & MAI NEW 5 HP PUMP FOR	042365	3,912.74
	I-20165	01	-5543206	MAJOR CHEMICA NEW STRAINER BASKET FOR	042365	1,003.83
-G00130	GALL'S INC./DYNA MED					
	I-S939919401012	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	292.43
	I-S939921901017	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	105.79
	I-S939921901025	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	114.18
	I-S939923601011	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	122.88
	I-S939925301016	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	12.81
	I-S939925301024	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	72.30
	I-S939925301032	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	314.46
	I-S939925301040	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	72.30
	I-S939937400012	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	39.46
	I-S939937400020	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	71.94
	I-S939937400046	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	71.94
	I-S939941701017	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	33.14
	I-S939941701025	01	-5431207	CLOTHING ALLO UNIFORM ORDERS	042366	110.35
-G00260	GEORGE HALIBURTON					
	I-430901	01	-5652318	ABATEMENTS CONTRACT MOWING	042368	819.97
-G00490	GRISSOM IMPLEMENT INC					
	I-32604	01	-5547202	OPERATING SUP WEEDEATER FOR CEMETERY	042369	410.00
	I-32604A	01	-5547204	SMALL TOOLS WEEDEATER FOR CEMETERY	042369	410.00

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
L-H00020	H L'S PAWN SHOP					
		I-COLT SANDERS	01 -5431316	REPAIRS & MAI BOOT ALLOWANCE	042370	150.00
L-H00265	HUBERT PEARSON					
		I-6946	01 -5215356	ADA COMPLIANC LABOR AND MATERIALS TO	042374	2,522.00
L-H00281	HULME RAHHAL HENDERSON,					
		I-2154	01 -5215301	AUDITING SALES TAX AUDIT	042375	1,616.41
L-H00290	HUMPHREY PLUMBING, INC.					
		I-S972	01 -5542202	OPERATING SUP A/C REPAIRS NEEDED AT	042376	597.50
L-I00013	IBM CORPORATION					
		I-HQ12291	01 -5225401	COMPUTER TECH ANNUAL MAINTENANCE	042377	615.00
L-I00110	IMPRESS OFFICE SUPPLY					
		I-025218	01 -5213202	OPERATING SUP CITATION FILING CABINETS	042378	3,159.96
		I-025271	01 -5542202	OPERATING SUP OPEN PO FOR MISC. OFFICE	042378	9.97
		I-02538	01 -5321202	OPERATING SUP BLANKET PO FOR MISC.	042378	60.30
		I-025385	01 -5211202	OPERATING SUP 4 DRAWER HON FILING CABNI	042378	720.56
		I-025390	01 -5210202	OPERATING SUP 2 LATERAL FILING CABNITS	042378	1,441.12
		I-025390	01 -5210202	OPERATING SUP TOP, FILE 42 X19 (2)	042378	139.98
		I-025390	01 -5210202	OPERATING SUP CHAIR	042378	149.28
		I-025390	01 -5210202	OPERATING SUP ARMS, FIN48AFA & CFA	042378	53.10
L-I00120	INCODE					
		I-65945	01 -5225349	INCODE SOFTWA 6 MONTHS NETWORK	042379	200.00
		I-66105	01 -5225202	OPERATING SUP VALIDATOR MAINTENANCE	042379	38.00
L-I00140	INDIAN NATION WHOLESALE					
		I-4657868	01 -5543206	MAJOR CHEMICA CONCESSION SUPPLIES FOR	042380	989.12
		I-4663539	01 -5542308	CONTRACTED SE CONCESSION SUPPLIES FOR	042380	854.94
		I-4667284	01 -5542203	REPAIRS & MAI OPEN PO FOR CONCESSION	042380	1,161.32
L-I00195	INTEGRIS OCCUPATIONAL H					
		I-2008-01550	01 -5321305	PHYSICALS POLICE PENSION PHYSICAL	042381	450.00
L-J00110	JACKIE BRANNON CORR. CT					
		I-P152	01 -5542308	CONTRACTED SE MONTHLY CHARGE FOR INMATE	042383	65.67
L-J00148	JARROD HOWELL					
		I-6934	01 -5215356	ADA COMPLIANC LABOR AND MATERIALS TO	042384	4,150.00
L-J00161	JAY ROBBINS					
		I-6933	01 -5547203	REPAIRS & MAI LABOR AND MATERIALS TO	042385	545.00
		I-6944	01 -5542204	SMALL TOOLS LABOR TO PAINT SKATE PARK	042385	675.00
		I-6950	01 -5547203	REPAIRS & MAI LABOR AND MATERIAL TO	042385	725.00
L-J00326	JIM MIZE					

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-J00326	JIM MIZE			continued		
		I-07-21393	01 -5542308	CONTRACTED SE UMPIRE FEES - 12 GAMES	042386	240.00
I-J00340	JIM WOOD REFRIGERATION					
		I-08-8937	01 -5547203	REPAIRS & MAI REPLACEMENT/A/C UNIT FOR	042387	1,200.00
-K00135	KENNY BARNES					
		I-07-21395	01 -5542308	CONTRACTED SE UMPIRE FEES	042388	60.00
-K00210	KIAMICHI ELECTRIC COOP.					
		I-07-21338	01 -5215313	ELECTRIC UTIL ELECT. FOR HEREFORD	042307	242.00
-L00067	LABORATORY CONSULTANT S					
		I-020782	01 -5653348	DRUG TESTING RANDON DRUG TESTING	042391	100.00
		I-020874	01 -5653348	DRUG TESTING RANDON DRUG TESTING	042392	50.00
		I-35801670	01 -5653348	DRUG TESTING RANDON DRUG TESTING	042393	300.00
-L00078	LAMBERT MECHANICAL INC					
		I-07-21249	01 -5548316	REPAIRS & MAI A/C REPAIRS NEEDED @ EXPO	042394	1,300.00
-L00275	LEONARD & RINEER, P.C.					
		I-07-21319	01 -5214302	CONSULTANTS/L PROFESSIONAL SERVICES	042396	450.00
-L00380	LOCKE SUPPLY CO.					
		I-8074322-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042397	56.66
		I-8095421-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042397	24.20
		I-8129836-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042397	46.73
		I-8129836-01	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042397	30.26
		I-8198736-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042397	31.45
		I-8217916-00	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042397	5.55
-L00428	LOWE'S CREDIT SERVICES					
		I-01005	01 -5543316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	47.34
		I-01645	01 -5542316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	73.29
		I-01698	01 -5543316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	9.06
		I-01756	01 -5542316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	11.42
		I-01919	01 -5865402	CAPITAL PROJE FENCING & POST 9 & SEMINO	042398	172.90
		I-06074	01 -5543316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	224.00
		I-08469	01 -5542316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	121.04
		I-09710	01 -5542316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	131.40
		I-09847	01 -5542316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042398	139.28
-L00453	LYNN ELLIS					
		I-6932	01 -5548316	REPAIRS & MAI LABOR AND MATERIALS TO	042400	325.00
-M00062	MANAGEMENT ADVISORY GRO					
		I-INV# 439	01 -5210308	CONTRACT SERV BLANKET PO FOR CONTRACT	042401	4,780.00
-M00083	MARGARET MCMORROW - LOW					

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ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-M00083	MARGARET MCMORROW - LOW		continued			
		I-07-21321	01 -5214302	CONSULTANTS/L IAFF - PROFESSIONAL	042402	2,271.49
		I-07-21323	01 -5214302	CONSULTANTS/L FOP - PROFESSIONAL	042402	1,261.14
1-M00151	MARVIN FAULKENBERRY					
		I-07-21392	01 -5542308	CONTRACTED SE UMPIRE FEES - 13 GAMES	042403	260.00
1-M00340	MHM RESOURCES INC.					
		I-1105891-	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FEE	042404	100.00
		I-125AI0094741	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FEE	042404	100.00
1-M00465	MILL CREEK CARPET & TIL					
		I-119930	01 -5213203	REPAIR & MAIN FLOORING FOR OFFICE	042405	2,190.00
.-M00480	MILLER GLASS					
		I-6938	01 -5548203	REPAIRS & MAI OPEN PO FOR LOCK REPAIR	042406	108.00
		I-6941	01 -5548203	REPAIRS & MAI OPEN PO FOR LOCK REPAIR	042406	65.00
		I-6959	01 -5548203	REPAIRS & MAI NEW DOORS FOR MULLINS	042406	1,798.00
		I-6960	01 -5548203	REPAIRS & MAI OPEN PO FOR TRACK	042406	267.00
.-M00570	MOORE MEDICAL CORP.					
		I-07-21349	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	042407	897.14
		I-95171797	01 -5431202	OPERATING SUP MEDICAL SUPPLIES-	042407	16.70
		I-95211374	01 -5431202	OPERATING SUP MEDICAL SUPPLIES-	042407	166.00
		I-95232560	01 -5431202	OPERATING SUP MEDICAL SUPPLIES-	042407	310.98
		I-95232580	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	042407	302.00
-M00593	MOST DEPENDABLE FOUNTAI					
		I-INV11801	01 -5542203	REPAIRS & MAI REPLACEMENT WATER	042408	2,020.00
-M00680	MUNICIPAL CODE CORP.					
		I-97957	01 -5212317	ADVERTISING & INV #97957-#12 SUPPLEMENT	042409	3,650.74
-MC0020	MC CLAIMS LUMBER CO.					
		I-001114562	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042410	499.03
-MC0145	MCALESTER PUBLIC SCHOOL					
		I-07-21412	01 -5215354	SUNBELT CLASS 2008 JR. SUNBELT CLASSIC	042411	6,000.00
-MC0148	MC ALESTER VISION CENTE					
		I-20291	01 -5653213	SAFETY SUPPLI SAFETY GLASSES	042412	170.00
		I-20388	01 -5653213	SAFETY SUPPLI SAFETY GLASSES	042412	170.00
-MC0169	MCALESTER REG HEALTH					
		I-CITYLAB-6/2/08	01 -5653348	DRUG TESTING SEASONAL NEW HIRES DRUG	042413	1,317.00
-MC0170	MCALESTER REGIONAL HOSP					
		I-07-20923	01 -5321305	PHYSICALS PHYSICALS: LAB	042414	271.40

ACCKET: 03733 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-MC0200	MCALESTER SCOTTISH RITE					
		I-118	01 -5545311	PARKING RENTA MONTHLY FEE FOR PARK LOT	042415	375.00
1-MC0206	MCALESTER WELDING SUPPL					
		I-750071	01 -5862203	REPAIRS & MAI WELDING SUPPLIES FOR SHOP	042416	400.00
		I-934310	01 -5862203	REPAIRS & MAI WELDING SUPPLIES FOR SHOP	042416	89.94
1-N00025	NASCO					
		I-404818	01 -5322202	OPERATING SUP C27521C RESISTOR GLOVES-	042418	268.70
		I-404818	01 -5322202	OPERATING SUP 3CC SYRINGES FOR LG ANIMA	042418	231.21
1-N00062	NATIONAL INSTITUTE OF B					
		I-DP5077	01 -5653317	ADVERTISING & HR SPECIALIST-EMPLOYMENT	042419	97.00
1-N00250	MCALESTER NEWS CAPITAL					
		I-02556590	01 -5212317	ADVERTISING & #02556590 08/09 BUDGET	042420	85.35
		I-02556644	01 -5652317	ADVERTISING & #02556644	042420	35.45
		I-03522789	01 -5212317	ADVERTISING & BLANKET PO FOR COUNCIL	042420	15.25
		I-03522790	01 -5212317	ADVERTISING & BLANKET PO FOR COUNCIL	042420	12.90
		I-07-21297	01 -5101319	MISCELLANEOUS PRIDE IN MCALESTER	042420	210.10
		I-07-21434	01 -5212317	ADVERTISING & #03522881 OD#2291	042420	9.60
		I-07-21434	01 -5212317	ADVERTISING & #03522882 ORD#2292	042420	13.95
		I-MAY 2008	01 -5653317	ADVERTISING & EMPLOYMENT AD FOR FIRE	042420	52.95
1-N00270	NIX CHEVROLET					
		I-104985	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042421	177.00
1-O00530	OML-OK MUNICIPAL LEAGUE					
		I-07-21298	01 -5101331	EMPLOYEE TRAV SAM MASON #023381-WD 6	042426	85.00
		I-07-21298	01 -5101331	EMPLOYEE TRAV WELDON SMITH #023365-WD 1	042426	85.00
		I-07-21298	01 -5101331	EMPLOYEE TRAV DON LEWIS #023370-MAYOR	042426	85.00
1-P00133	PATROL TECHNOLOGY					
		I-06160801	01 -5321324	SWAT 4 PROTECH 874	042427	1,140.00
		I-06160801	01 -5321324	SWAT 1 CTST6L-6 40MM 6 SHOT	042427	2,290.00
		I-06160801	01 -5321324	SWAT 24 CTS7290 FLASH BANGS	042427	624.00
		I-06160801	01 -5321324	SWAT 12 CTS5230CS PYROTECHNIC	042427	312.00
		I-06160801	01 -5321324	SWAT 12 CTS4340 40MM OC LIQUID	042427	234.00
		I-06160801	01 -5321324	SWAT 12 CTS4340 40MM CS LIQUID	042427	228.00
		I-06160801	01 -5321324	SWAT 100 CTS2581 BEANBAG ROUND	042427	455.00
		I-06160801	01 -5321324	SWAT 100 CTS4557 40MM MS PIN	042427	1,700.00
		I-3926	01 -5431207	CLOTHING ALLO UNIFORM ORDER- RIVAS	042427	261.00
		I-4128	01 -5321207	CLOTHING ALLO CLOTHING: EQUIPMENT FOR	042427	137.50
		I-4130	01 -5321207	CLOTHING ALLO CLOTHING: EQUIPMENT FOR	042427	965.77
1-P00210	PEPSI COLA					
		I-126079	01 -5542308	CONTRACTED SE CONCESSION SUPPLIES FOR	042428	440.00
		I-126105	01 -5542308	CONTRACTED SE CONCESSION SUPPLIES FOR	042428	38.40

CHECK: 03733 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-P00250 PETTY CASH						
		I-07-21451	01 -5321331	EMPLOYEE TRAV CLEET SCHOOL MEALS - PD	042429	54.42
		I-07-21451	01 -5322202	OPERATING SUP DOG FOOD - BIG V	042429	55.93
		I-07-21451	01 -5431331	EMPLOYEE TRAV DEA BASIC NARC.-MAX CLARK	042429	291.58
		I-07-21451	01 -5542204	SMALL TOOLS TRACTOR PARTS-RANDY N	042429	6.10
		I-07-21451	01 -5653202	OPERATING SUP PLANT- TERRY BURRIS	042429	27.25
		I-07-21451	01 -5653331	EMPLOYEE TRAV 2008 SAFETY CONF. -WILLIE	042429	16.00
		I-07-21452	01 -5225202	OPERATING SUP IMPRESS	042429	8.68
		I-07-21452	01 -5321331	EMPLOYEE TRAV TRANSPORT PATIENT	042429	47.57
		I-07-21452	01 -5321331	EMPLOYEE TRAV MEALS-CLEET CLASS	042429	78.64
		I-07-21452	01 -5321331	EMPLOYEE TRAV TULSA PICKUP UNIFORMS	042429	33.49
		I-07-21452	01 -5542202	OPERATING SUP RADIO SHACK PARTS	042429	16.32
		I-07-21452	01 -5653202	OPERATING SUP JUNE B-DAY PARTY	042429	33.79
		I-07-21452	01 -5863203	REPAIR & MAIN SCREWS FOR STREETS	042429	8.24
-P00340 PITTS. COUNTY ELEC. BOA						
		I-07-21304	01 -5101350	ELECTIONS FINAL BILLING 5/13/08	042430	4,763.77
-P00420 POSTMASTER						
		I-07-21332	01 -5321202	OPERATING SUP BOX FEE 12 MONTHS	042432	70.00
		I-BOX #578	01 -5215312	EQUIPMENT REN RENT ON PO BOX 578-YEARLY	042433	106.00
-P00510 PRO-KIL PEST CONTROL						
		I-46017	01 -5543206	MAJOR CHEMICA MONTHLY PEST CONTROL AT	042434	126.00
		I-46755	01 -5543206	MAJOR CHEMICA QUARTERLY PEST CONTROL	042434	68.00
		I-46756	01 -5431203	REPAIRS & MAI SPRAY FOR SPIDERS AT	042434	96.00
		I-46757	01 -5431203	REPAIRS & MAI SPRAY FOR SPIDERS AT	042434	96.00
		I-46758	01 -5543206	MAJOR CHEMICA MONTHLY PEST CONTROL AT	042434	150.00
		I-46759	01 -5543206	MAJOR CHEMICA QUARTERLY PEST CONTROL	042434	106.00
		I-46829	01 -5542202	OPERATING SUP MONTHLY PEST CONTROL	042434	126.00
-P00560 PUBLIC SERVICE/AEP						
		I-07-21341	01 -5215313	ELECTRIC UTIL 95722742806-225 W COMANCHE	042308	165.77
		I-07-21341	01 -5215313	ELECTRIC UTIL 95242258705-PD/NARC	042308	68.38
		I-07-21341	01 -5215313	ELECTRIC UTIL 95205457302-1699 E CARL A	042308	25.11
		I-07-21341	01 -5215313	ELECTRIC UTIL 95824020119-HUNTER POOL	042308	37.21
		I-07-21341	01 -5215313	ELECTRIC UTIL 95692191224-301 W JEFFERS	042308	32.13
		I-07-21341	01 -5215313	ELECTRIC UTIL 95235582004-LIBRARY	042308	4,160.24
		I-07-21341	01 -5215313	ELECTRIC UTIL 95792346108-STREET LIGHTS	042308	12,042.65
		I-07-21341	01 -5215313	ELECTRIC UTIL 95630770212-302 E FILLMOR	042308	949.82
		I-07-21342	01 -5215313	ELECTRIC UTIL 95287592018- GENERAL FUND	042308	11,270.74
Q00017 QUALITY JANITORIAL SUPP						
		I-002860	01 -5545203	REPAIRS & MAI JANITORIAL SUPPLIES	042435	200.00
		I-002860A	01 -5545316	REPAIRS & MAI JANITORIAL SUPPLIES	042435	401.70
Q00051 QUINTON BLAND						
		I-07-21390	01 -5542308	CONTRACTED SE UMPIRE FEES- 18 GAMES	042436	360.00

ACCKET: 03733 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
L-R00090	RAM INC	I-00217	01 -5862205	PETROLEUM PRO 800 GAL DEISEL FOR PARKS	042437	3,397.64
L-R00469	ROCIC	I-2587-18754	01 -5321308	CONTRACTED SE REGIONAL ORGANIZED CRIME	042438	300.00
L-R00540	ROY THOMAS	I-6768	01 -5542202	OPERATING SUP MATERIALS NEEDED TO	042439	1,702.00
		I-6770	01 -5542202	OPERATING SUP LABOR TO POUR CONCRETE	042439	3,500.00
-S00030	SAM'S CLUB	I-3412360311385	01 -5865202	OPERATING SUP SAM'S CLUB BUSINESS	042440	105.00
-S00076	SBC LONG DISTANCE	I-07-21343	01 -5215315	TELEPHONE UTI LONG DISTANCE MAY 08	042310	350.84
-S00350	SIGNS BY JADE	I-07-21234	01 -5321316	REPAIRS & MAI RE-NUMBERING PD UNITS:	042442	125.00
-S00386	SMITH KEY & HARDWARE	I-006	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC.	042443	42.70
		I-006897	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC.	042443	24.15
		I-006981	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC.	042443	3.22
		I-006982	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC.	042443	3.22
-S00510	SOUTHERN SUPPLY & EQUIP	I-42033	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042446	300.00
-S00725	STAPLES CREDIT PLAN	I-113923	01 -5213202	OPERATING SUP OPEN PO FOR SUPPLIES	042451	184.56
		I-18035	01 -5653202	OPERATING SUP INK CARTRIDGE FOR PRINTER	042451	147.99
		I-20652	01 -5548203	REPAIRS & MAI OPEN PO FOR SUPPLIES	042451	83.94
		I-2098	01 -5548203	REPAIRS & MAI OPEN PO FOR SUPPLIES	042451	91.04
		I-21853	01 -5653202	OPERATING SUP INK CARTRIDGE FOR PRINTER	042451	235.48
		I-22125	01 -5225202	OPERATING SUP PO FOR OPERATING SUPPLY	042451	284.10
		I-22126	01 -5225401	COMPUTER TECH B/W LASER PRINTER FOR	042451	399.98
		I-330748600118832	01 -5431202	OPERATING SUP TONER FOR PRINTER IN	042451	98.99
		I-440920	01 -5211202	OPERATING SUP BLANKET PO	042452	126.89
		I-9183518604	01 -5543316	REPAIRS & MAI OPEN PO FOR HANGING	042452	114.44
-S00875	STILLWATER EQUIPMENT CO	I-Q5-724765	01 -5542203	REPAIRS & MAI EMERGENCY PO FOR REPLACE	042453	314.70
T00010	T. H. ROGERS LUMBER CO.	I-374554	01 -5542331	EMPLOYEE TRAV OPEN PO FOR MISC. REPAIRS	042454	57.98
T00056	TED ALEXANDER	I-07-21389	01 -5542308	CONTRACTED SE UNPIRE FEES- 19 GAMES	042455	380.00

ACKET: 03733 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-T00214	THE STAMP STORE					
		I-35403	01 -5543206	MAJOR CHEMICA ADDITIONAL DYE FOR	042456	928.04
1-T00217	THE ST. PAUL COMPANIES					
		I-CBZ0381	01 -5215323	DAMAGES BRIAN GANN	042457	5,959.16
		I-CBZ0381	01 -5215323	DAMAGES MORRIS TILFORD	042457	1,800.00
1-T00313	TRACE ANALYTICS INC.					
		I-C08-3079	01 -5431202	OPERATING SUP SHIPPING FEE FOR NEW	042458	6.00
1-T00445	TOMMY EDWARDS					
		I-6983	01 -5213203	REPAIR & MAIN LABOR AND MATERIALS	042459	1,000.00
-T00499	TRACTOR SUPPLY COMPANY					
		I-0312584437	01 -5542202	OPERATING SUP PULL BEHIND TRAILER CART	042460	99.99
-T00540	TREATS SOLUTIONS INC					
		I-095609-00A	01 -5545202	OPERATING SUP JANITORIAL SUPPLIES	042461	1,200.00
		I-095609-00B	01 -5545203	REPAIRS & MAI JANITORIAL SUPPLIES	042461	112.42
-T00630	TWIN CITIES READY MIX					
		C-CREDIT*	01 -5542316	REPAIRS & MAI CONCRETE FOR SPLASH PAD	042463	808.68-
		I-20116	01 -5542316	REPAIRS & MAI CONCRETE FOR SPLASH PAD	042463	1,453.50
-U00025	U S FOOD SERVICE					
		I-74003288	01 -5542319	MISCELLANEOUS OPEN PO FOR CHIPS FOR	042464	650.00
		I-74003288A	01 -5542203	REPAIRS & MAI OPEN PO CHIPS FOR POOLS	042464	172.84
-U00130	UNITED SAFETY & CLAIMS					
		I-7188	01 -5215106	WORKMAN'S COM SERVICE FEE FOR JUNE 08	042468	1,175.00
-V00070	VERMEER GREATPLAINS INC					
		I-05013306	01 -5862203	REPAIRS & MAI PARTS FOR STUMP GRINDER	042469	224.27
-V00113	VOICE PRODUCTS INC.					
		I-P100259	01 -5321308	CONTRACTED SE CONTRACT BASE RATE CHARGE	042470	3,653.08
-W00040	WALMART COMMUNITY BRC					
		I-002741	01 -5431202	OPERATING SUP MISC SUPPLIES	042471	62.16
		I-012375	01 -5431202	OPERATING SUP MISC SUPPLIES	042471	9.99
		I-016689	01 -5431202	OPERATING SUP MISC SUPPLIES	042471	175.82
		I-023652	01 -5431202	OPERATING SUP MISC SUPPLIES	042471	50.48
		I-02511	01 -5543206	MAJOR CHEMICA OPEN PO FOR POOL SUPPLIES	042471	144.14
		I-03287	01 -5543206	MAJOR CHEMICA OPEN PO FOR POOL SUPPLIES	042471	29.76
		I-03542	01 -5542202	OPERATING SUP OPEN PO FOR MISC. SUPPLIE	042471	116.41
		I-03636	01 -5542202	OPERATING SUP OPEN PO FOR MISC. SUPPLIE	042471	79.59
		I-03777	01 -5542202	OPERATING SUP OPEN PO FOR MISC. SUPPLIE	042471	112.29
		I-03950	01 -5543206	MAJOR CHEMICA OPEN PO FOR POOL SUPPLIES	042471	73.92
		I-07272-	01 -5542202	OPERATING SUP OPEN PO FOR MISC. SUPPLIE	042471	281.37

CHECK: 03733 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-W00040	WALMART COMMUNITY BRC		continued			
		I-07657	01 -5543206	MAJOR CHEMICA OPEN PO FOR POOL SUPPLIES	042471	143.22
		I-09405	01 -5543206	MAJOR CHEMICA OPEN PO FOR POOL SUPPLIES	042471	65.49
-W00078	WARREN CAT					
		I-123580	01 -5431316	REPAIRS & MAI REPAIR FOR THE MAIN BOOM	042472	1,140.01
-W00192	WEBCOAT PROD. MFG. BY VI					
		I-85435	01 -5542203	REPAIRS & MAI NEW PARK BENCHES FOR	042473	1,600.56
-W00270	WHITE ELECTRICAL SUPPLY					
		I-219944	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042475	135.11
		I-219965	01 -5863203	REPAIR & MAIN ALLIGATOR CLIPS, BATTERY	042475	37.47
		I-220246	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042475	115.05
		I-221330	01 -5548203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042475	106.64
-X00020	XEROX CORP-MAJOR ACCOUN					
		I-033044070	01 -5215312	EQUIPMENT REN XEROX COPIER PAYMENT	042476	1,116.29
				VENDOR SET 01 GENERAL FUND	TOTAL:	200,257.18

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-1	MISC VENDOR					
	RICK BROWN	I-07-21299	02 -5866207	CLOTHING ALLO BOOT REIMBURSEMENT	042312	100.00
I-A00103	ACCURATE ENVIRONMTAL LA					
		I-8E14034	02 -5974304	LAB TESTING LAB TESTING	042315	280.00
		I-8E20008	02 -5974304	LAB TESTING THM & HAA TESTING	042315	1,360.00
		I-8F03030	02 -5974304	LAB TESTING LAB TESTING	042315	95.00
.-A00212	PEELEROSA TREE FARM					
		I-2008-545	02 -5974316	REPAIRS & MAI TREES TO BE PLANTED TO	042317	500.00
		I-2008-556	02 -5974316	REPAIRS & MAI TREES TO BE PLANTED TO	042317	70.00
-A00267	AIRGAS					
		I-106036816	02 -5873203	RP GAS FOR TESTING	042318	59.47
		I-10603685	02 -5974203	REPAIRS & MAI ACETYLENE & OXYGEN	042318	26.98
		I-106203935	02 -5873203	RP WELDING SUPPLIES FOR	042318	296.66
		I-106936687	02 -5974203	REPAIRS & MAI ACETYLENE & OXYGEN	042318	27.54
		I-106936688	02 -5873203	RP GAS FOR TESTING	042318	61.12
-A00570	AMERICAN SOD FARMS					
		I-3192	02 -5975332	LAND IMPROVEM 5 PALLETS SOD	042322	80.00
-A00747	AT&T					
		I-07-21344	02 -5267315	TELEPHONE UTI 91842393004101- CITY HALL	042304	3,677.15
-A00751	ATWOODS					
		I-3034526	02 -5866207	CLOTHING ALLO SANITATION	042324	99.99
		I-3085295	02 -5973316	REPAIRS & MAI CLEANING SUPPLIES FOR	042324	158.59
		I-3088729	02 -5975209	UTILITY MAINT 4 2" TRASH PUMP	042324	796.00
		I-3088729	02 -5975209	UTILITY MAINT 1 3" TRASH PUMP	042324	334.00
		I-3089612	02 -5866207	CLOTHING ALLO SANITATION	042324	100.00
-A00770	AUTO PARTS CO					
		I-0230-463642	02 -5862203	REPAIRS & MAI PARTS FOR CODES VEHICLES	042325	288.60
		I-814053	02 -5974203	REPAIRS & MAI PARTS FOR MAINTENANCE	042325	33.43
		I-816489	02 -5862203	REPAIRS & MAI STARTER FOR CAMEL	042326	417.90
		I-818044	02 -5974203	REPAIRS & MAI PARTS FOR MAINTENANCE	042326	258.84
.B00097	BANK OF OKLAHOMA					
		I-#1	02 -5864327	SUB TITLE D E 2ND QUARTER ESCROW	042327	42,216.00
B00180	BEMAC SUPPLY					
		I-S1352268.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR MAINT.	042330	235.00
		I-S1370167.001	02 -5973203	REPAIRS & MAI PIPE SUPPLIES FOR LIFT	042330	128.83
		I-S1378521.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR MAINT.	042330	166.13
		I-S1381483.001	02 -5973203	REPAIRS & MAI PIPE SUPPLIES FOR LIFT	042330	1.33
		I-S1384091.001	02 -5973203	REPAIRS & MAI PIPE SUPPLIES FOR LIFT	042330	27.11
		I-S1384094.001	02 -5973316	REPAIRS & MAI VALVES FOR EAST PLANT	042330	4,001.18
		I-S1386076.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR MAINT.	042330	85.40

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-B00180 BEMAC SUPPLY continued						
		I-S1386076.002	02 -5974203	REPAIRS & MAI SUPPLIES FOR MAINT.	042330	45.00
		I-S1388176.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR MAINT.	042330	64.01
		I-S1388457.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR MAINT.	042330	19.86
		I-S1389363.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR MAINT.	042330	39.80
		I-S1389988.001	02 -5975209	UTILITY MAINT MAINT. SUPPLYS FOR UTM	042330	11.58
		I-S1390909.001	02 -5975209	UTILITY MAINT MAINT. SUPPLYS FOR UTM	042331	31.64
		I-S1391551.001	02 -5975209	UTILITY MAINT MAINT. SUPPLYS FOR UTM	042331	4.24
		I-S1391577.001	02 -5975209	UTILITY MAINT MAINT. SUPPLYS FOR UTM	042331	16.92
		I-S1391720.001	02 -5975209	UTILITY MAINT MAINT. SUPPLYS FOR UTM	042331	5.03
		I-S1392056.001	02 -5975209	UTILITY MAINT MAINT. SUPPLYS FOR UTM	042331	41.41
		I-S1392167.001	02 -5975209	UTILITY MAINT MAINT. SUPPLYS FOR UTM	042331	9.66
-B00360 BLUE BOOK (USA)						
		I-580634	02 -5873203	RP LOVE JOY COUPLINGS	042333	68.32
-B00491 BRENNTAG SOUTHWEST						
		I-BSW069804	02 -5973316	REPAIRS & MAI 1 REGAL SERIES 7000 SMART	042335	2,550.00
		I-BSW069804	02 -5973316	REPAIRS & MAI UPS CHARGE	042335	56.10
		I-BSW080349	02 -5973316	REPAIRS & MAI REPAIR CHLORINATOR	042335	360.70
		I-BSW081442	02 -5974206	MAJOR CHEMICA CHLORINE	042335	3,255.00
-C00320 CENTERPOINT ENERGY ARKL						
		I-07-21345	02 -5267314	GAS UTILITY 575598-8- WATER DEPT.	042305	265.19
-C00489 UNITED FUEL & ENERGY/CL						
		I-0931093-IN	02 -5862205	PETROLEUM PRO 6 SHELL ROTELLA 15W40 OIL	042344	2,834.70
		I-0931093-IN	02 -5862205	PETROLEUM PRO CENEX MULTI-PURPOSE ATF	042344	367.95
-D00010 D & R ELECTRIC, INC						
		I-1882	02 -5974316	REPAIRS & MAI ELECTRICAL WIRING ON	042345	1,100.15
-D00322 DEPT. OF ENVIR. QUALITY						
		I-55353786	02 -5974308	CONTRACTED SE PUBLIC WATER SUPPLY	042349	3,579.00
-D00323 DEPT. OF ENVIR. QUALITY						
		I-21035327	02 -5974304	LAB TESTING LAB FEES FOR DRINKING	042350	275.00
D00540 DOLESE BROTHERS						
		I-57719	02 -5864410	LAND IMPROVEM 300 TON 1 1/2" CR	042353	625.66
		I-58367	02 -5864410	LAND IMPROVEM 300 TON 1 1/2" CR	042353	896.43
E00265 ERMI ENVIRONMENTAL LABS						
		I-0802235	02 -5973316	REPAIRS & MAI METALS TESTING FOR BOTH	042356	175.25
		I-0802236	02 -5973316	REPAIRS & MAI METALS TESTING FOR BOTH	042356	125.00
		I-0802667	02 -5973316	REPAIRS & MAI METALS TESTING FOR BOTH	042356	150.00
		I-0802699	02 -5973316	REPAIRS & MAI METALS TESTING FOR BOTH	042356	205.75
		I-0802700	02 -5973316	REPAIRS & MAI METALS TESTING FOR BOTH	042356	125.00
		I-0802996	02 -5973316	REPAIRS & MAI METALS TESTING FOR BOTH	042356	175.25

ACKET: 03733 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-E00265	ERMI ENVIRONMENTAL LABS	continued				
		I-0802997	02 -5973316	REPAIRS & MAI METALS TESTING FOR BOTH	042356	125.00
1-F00015	FLEETCOR TECHNOLOGIES					
		I-NP12809321/320	02 -5862205	PETROLEUM PRO FUEL FOR MAY / MPWA	042358	1,349.71
		I-NP12809321/320	02 -5862205	PETROLEUM PRO FUEL FOR MAY / GEN FUND	042358	10,000.00
1-F00037	FASTENAL					
		I-OKMCA63946-	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS AT	042359	43.02
		I-OKMCA64733.	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS AT	042359	50.72
		I-OKMCA66198-	02 -5873203	RP LIFT STATION MAINTENANCE	042359	25.27
		I-OKMCA67296	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS AT	042359	83.38
		I-OKMCA67370	02 -5873203	RP LIFT STATION MAINTENANCE	042359	37.49
		I-OKMCA67909	02 -5873203	RP LIFT STATION MAINTENANCE	042359	8.36
		I-OKMCA68375	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS AT	042359	371.80
		I-OKMCA68593	02 -5873203	RP LIFT STATION MAINTENANCE	042359	32.15
-F00251	FORT COBB FUEL AUTHORIT					
		I-07-21339	02 -5267314	GAS UTILITY HEREFORD GAS BILL	042306	63.12
-F00310	FRONTIER INTNL. TRUCKS					
		I-14325	02 -5862203	REPAIRS & MAI MOTOR & PARTS FOR SW-4	042362	15,692.95
-F00314	FRONTIER SERVICE & PART					
		I-14251	02 -5862203	REPAIRS & MAI REPAIRS SW-2	042363	9,102.19
		I-14330	02 -5862203	REPAIRS & MAI CABLE FOR SW-4	042363	359.96
-G00490	GRISSOM IMPLEMENT INC					
		I-31680	02 -5862203	REPAIRS & MAI AIRPORT MOWER	042369	281.00
-H00040	HACH CHEMICAL					
		I-5719452	02 -5973203	REPAIRS & MAI 2774300 TPH REAGENT SET	042371	191.00
		I-5719452	02 -5973203	REPAIRS & MAI 2581802	042371	20.70
		I-5744264-5748179	02 -5974316	REPAIRS & MAI 1720E/SC100 W/LON WORKS	042371	7,011.00
		I-5744264-5748179	02 -5974316	REPAIRS & MAI 1720 E TURBO METER, SENSOR	042371	3,627.00
		I-5744264-5748179	02 -5974316	REPAIRS & MAI DIGITAL EXTEN. CABLE	042371	381.00
		I-5744264-5748179	02 -5974316	REPAIRS & MAI 1/2 DAY FIELD SALE START	042371	700.00
		I-5744264-5748179	02 -5974316	REPAIRS & MAI SC 100 UNIVERSAL CONTROL	042371	1,531.00
		I-5744264-5748179	02 -5974316	REPAIRS & MAI FREIGHT	042371	104.35
		I-5750120	02 -5974304	LAB TESTING LAB SUPPLIES & CHEMICALS	042371	547.48
-H00075	HARRIS CONSTRUCTION SER					
		I-420090	02 -5864410	LAND IMPROVEM FREIGHT ON 300 TON CR	042373	1,431.35
		I-420229	02 -5864410	LAND IMPROVEM FREIGHT ON 300 TON 1 1/2"	042373	1,465.39
		I-420233	02 -5864410	LAND IMPROVEM 300 TON 1 1/2"CR FREIGHT	042373	1,452.48
-I00110	IMPRESS OFFICE SUPPLY					
		I-025375	02 -5216202	OPERATING SUP 41935-TONER FOR CASHIER	042378	81.67

ACCKET: 03733 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-I00140	INDIAN NATION WHOLESALE					
		I-4646293	02 -5975202	OPERATING SUP PAPER TOWELS & FREIGHT	042380	185.65
		I-4646294	02 -5866202	OPERATING SUP 5 PAPER TOWELS & FREIGHT	042380	214.00
1-I00237	INTERSTATE ELECTRICAL					
		I-664	02 -5974316	REPAIRS & MAI 60HP MOTOR FOR KFC LIFT	042382	2,975.70
1-J00340	JIM WOOD REFRIGERATION					
		I-08-8937A	02 -5973203	REPAIRS & MAI REPLACEMENT/A/C UNIT FOR	042387	1,200.00
1-K00190	KEYSTONE EQUIPMENT CO.					
		I-36341	02 -5862203	REPAIRS & MAI PARTS FOR WATER DEPT.	042389	150.00
		I-36351	02 -5862203	REPAIRS & MAI PARTS FOR TUB GRINDER AT	042389	390.00
		I-36442	02 -5862203	REPAIRS & MAI PARTS FOR 710C BACKHOE	042389	774.10
.-K00270	KSM EXCHANGE LLC					
		I-C99324	02 -5864410	LAND IMPROVEM INSTRUMENT PANEL FOR	042390	2,804.96
.-L00428	LOWE'S CREDIT SERVICES					
		I-07184	02 -5975202	OPERATING SUP PORTLAND CEMENT AND MISC.	042398	61.65
		I-11225	02 -5975202	OPERATING SUP PORTLAND CEMENT AND MISC.	042398	87.32
		I-13205	02 -5973316	REPAIRS & MAI PLASTIC VINYL FENCE FOR	042398	1,038.81
		I-13265	02 -5973316	REPAIRS & MAI PLASTIC VINYL FENCE FOR	042398	68.60
.-L00429	LOVE BOTTLING CO.					
		I-11056218	02 -5973203	REPAIRS & MAI DISTILLED WATER	042399	12.50
		I-2686165	02 -5973203	REPAIRS & MAI DISTILLED WATER	042399	13.50
.-MC0250	MCNEILUS TRUCK & MFG. I					
		I-734554	02 -5862203	REPAIRS & MAI PARTS FOR SW-1	042417	5,844.72
.-N00312	NORTH 69 AUTO SALVAGE					
		I-01001807	02 -5862203	REPAIRS & MAI FUEL TRUCK FOR WATER DEPT	042422	50.00
.-N00343	NORTHERN SAFETY CO INC					
		I-P213005101012	02 -5866204	SMALL TOOLS 14 RAIN SUITS FOR	042423	282.17
.-O00075	O'REILLY AUTO PARTS					
		I-0230-443203	02 -5973316	REPAIRS & MAI BELTS & SUPPLIES FOR	042425	285.60
		I-0230-444562	02 -5973316	REPAIRS & MAI BELTS & SUPPLIES FOR	042425	19.14
		I-0230-447481	02 -5973316	REPAIRS & MAI BELTS & SUPPLIES FOR	042425	30.26
		I-0230-452941	02 -5973316	REPAIRS & MAI BELTS & SUPPLIES FOR	042425	16.99
		I-0230-455322	02 -5973316	REPAIRS & MAI BELTS & SUPPLIES FOR	042425	15.24
.-P00250	PETTY CASH					
		I-07-21451	02 -5866331	EMPLOYEE TRAV CDL LICENSE-DAVID MEDLEY	042429	33.00
		I-07-21452	02 -5216202	OPERATING SUP CREDIT CARD RIBBON	042429	27.00
		I-07-21452	02 -5871202	OPERATING SUP AT&T CAR CHARGER	042429	32.69
		I-07-21452	02 -5871331	EMPLOYEE TRAV ALFA MEETING	042429	8.00

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00420	POSTMASTER					
		I-07-21328	02 -5216202	OPERATING SUP POSTAGE FOR UTILITY BILLS	042431	4,500.00
1-P00560	PUBLIC SERVICE/AEP					
		I-07-21341	02 -5267313	ELECTRIC UTIL 95043496827 - MPWA	042308	32,752.51
1-R00090	RAM INC					
		I-00214	02 -5862205	PETROLEUM PRO 1800 GAL DEISEL / LANDFIL	042437	7,147.14
		I-0616	02 -5862205	PETROLEUM PRO 2000 GAL UNLEAD GAS	042437	6,925.00
		I-0616	02 -5862205	PETROLEUM PRO 2000 GAL DEISEL GAS	042437	7,941.40
1-R00600	RURAL WATER DISTRICT #1					
		I-07-21340	02 -5267316	WATER UTILITY WATER @ LANDFILL #363	042309	1,201.99
1-S00205	SEQUOYAH ENGINEERING, I					
		I-S7050608.2	02 -5973302	CONSULTANTS (PRE-TREATMENT	042441	240.00
		I-S91V0608.2	02 -5974316	REPAIRS & MAI WORK ON FILTERS WASTE	042441	3,000.65
.-S00507	SOUTHEASTERN WELDING &					
		I-00592	02 -5974203	REPAIRS & MAI REBUILD PUMP ON KFC LIFT	042445	960.00
		I-005967	02 -5974203	REPAIRS & MAI INSTALL & FABRICATION ON	042445	1,000.00
		I-005973	02 -5973316	REPAIRS & MAI FABRICATE MOLD FOR SHAFT	042445	250.00
.-S00530	SOUTHWEST CHEMICAL SERV					
		I-83413	02 -5873203	RP SAHARA SUIT STERLIZER	042447	253.00
		I-83468	02 -5974206	MAJOR CHEMICA PHOSPHATE	042447	4,815.00
		I-83469	02 -5974206	MAJOR CHEMICA SODIUM PERMANGANATE	042447	4,305.60
		I-83510	02 -5974206	MAJOR CHEMICA CAUSTIC SODA	042447	5,926.44
-S00635	SOUTHWEST TRAILOR & EQU					
		I-A170442	02 -5973316	REPAIRS & MAI WINCH CONTACTOR FOR	042448	220.92
		I-A170668	02 -5973203	REPAIRS & MAI MOTOR FOR HOIST ON WW6	042448	510.35
-S00710	STANDARD MACHINE LLC					
		I-202969	02 -5862203	REPAIRS & MAI METAL FOR SW-1	042450	454.00
		I-79021	02 -5862203	REPAIRS & MAI SW-1 METAL FOR BACK END	042450	1,613.53
-S00725	STAPLES CREDIT PLAN					
		I-11957	02 -5871204	SMALL TOOLS OFFICE PRINTER FOR	042451	23.96
		I-13910	02 -5871204	SMALL TOOLS OFFICE PRINTER FOR	042451	169.97
		I-16589	02 -5975202	OPERATING SUP INK & SUPPLIES FOR OFFICE	042451	64.94
		I-22030	02 -5974203	REPAIRS & MAI CALCULATORS & OTHER	042451	197.01
		I-22038	02 -5975202	OPERATING SUP INK & SUPPLIES FOR OFFICE	042451	118.70
-T00605	TULSA CITY-COUNTY					
		I-6904	02 -5974304	LAB TESTING COLIFORM TESTING 6 MTHS	042462	456.00
-T00630	TWIN CITIES READY MIX					
		I-18762	02 -5975335	SEWER MAIN CO SAND TO MAKE CONCRETE	042463	140.00

ACCKET: 03733 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
L-T00630	TWIN CITIES READY MIX		continued			
	I-19868		02 -5975335	SEWER MAIN CO SAND TO MAKE CONCRETE	042463	316.50
	I-20090		02 -5975335	SEWER MAIN CO SAND TO MAKE CONCRETE	042463	555.75
	I-SER CHRG		02 -5975335	SEWER MAIN CO SAND TO MAKE CONCRETE	042463	40.94
L-U00053	UTILITY SUPPLY					
	I-033229		02 -5975209	UTILITY MAINT SUPPLIES FOR UTM MAINT.	042465	76.55
	I-033230		02 -5975209	UTILITY MAINT SUPPLIES FOR UTM MAINT.	042465	102.00
	I-033231		02 -5975209	UTILITY MAINT SUPPLIES FOR UTM MAINT.	042465	54.00
	I-033232		02 -5975209	UTILITY MAINT SUPPLIES FOR UTM MAINT.	042465	26.60
-U00128	UNITED PACKAGING & SHIP					
	I-51903		02 -5973316	REPAIRS & MAI SHIPPING SAMPLES FOR LAB	042467	153.65
	I-52306		02 -5973316	REPAIRS & MAI SHIPPING SAMPLES FOR LAB	042467	52.88
-W00270	WHITE ELECTRICAL SUPPLY					
	I-216950		02 -5974203	REPAIRS & MAI MAINTENANCE SUPPLIES	042475	1.68
	I-218050		02 -5973316	REPAIRS & MAI ELECTRICAL SUPPLIES FOR	042475	44.09
	I-218279		02 -5974203	REPAIRS & MAI MAINTENANCE SUPPLIES	042475	42.23
	I-218850		02 -5973316	REPAIRS & MAI ELECTRICAL SUPPLIES FOR	042475	91.26
	I-220826		02 -5973316	REPAIRS & MAI ELECTRICAL SUPPLIES FOR	042475	13.82
	I-220833		02 -5973316	REPAIRS & MAI ELECTRICAL SUPPLIES FOR	042475	103.00
	I-221136		02 -5973316	REPAIRS & MAI ELECTRICAL SUPPLIES FOR	042475	36.95
	I-221333		02 -5974203	REPAIRS & MAI MAINTENANCE SUPPLIES	042475	199.06
	I-221336		02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLIES	042475	190.85
				VENDOR SET 02 MPWA	TOTAL:	233,543.91

PACKET: 03733 Regular Payments

ENDOR SET: 01

UND : 03 AIRPORT AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00200	ADAMS TRUE VALUE					
		I-107274	03 -5876203	REPAIRS & MAI WEED CHEMICALS FOR	042316	800.00
1-C00320	CENTERPOINT ENERGY ARKL					
		I-07-21345	03 -5876314	GAS UTILITY 147501-1 - AIRPORT	042305	167.22
1-P00250	PETTY CASH					
		I-07-21451	03 -5876203	REPAIRS & MAI FUEL FILTERS FOR TRACTOR	042429	29.98
1-P00560	PUBLIC SERVICE/AEP					
		I-07-21341	03 -5876313	ELECTRIC UTIL 95853327401- 111 AIRPORT	042308	76.13
		I-07-21341	03 -5876313	ELECTRIC UTIL 95291700219 - AIRPORT	042308	1,259.04
1-W00269	WHITES TRACTORS					
		I-852716	03 -5876203	REPAIRS & MAI SPROKET & CHAIN FOR	042474	40.40
				VENDOR SET 03 AIRPORT AUTHORITY	TOTAL:	2,372.77

ACRKT: 03733 Regular Payments

ENDOR SET: 01

UND : 05 PARKING AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00560	PUBLIC SERVICE/AEP	I-07-21341	05 -5218313	ELECTRIC UTIL 95244019006- PARKING AUTH	042308	214.68
				VENDOR SET 05 PARKING AUTHORITY	TOTAL:	214.68

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

UND : 08 NUTRITION

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-D00213	DEBBIE COMPTON					
		I-07-21399	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	042347	126.25
1-G00220	GENE CARR					
		I-07-21398	08 -5549331	EMPLOYEE TRAV REIMBURSEMENT OF	042367	126.25
				VENDOR SET 08 NUTRITION	TOTAL:	252.50

ACCOUNT: 03733 Regular Payments

VENDOR SET: 01

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

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-S00642	SPECIAL OPS UNIFORMS, I	I-711723	14 -5321451	POLICE EQUIPM PLATES BALLISTIC: SWAT	042449	2,490.00
			VENDOR SET 14	C.O.P.S./GRANT	TOTAL:	2,490.00

ACKET: 03733 Regular Payments

ENDOR SET: 01

UND : 28 SE EXPO CTR/TOURISM FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00192	BEN E. KEITH					
		I-00611516	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	042332	215.39
		I-00625024	28 -5654210	CONCESSION SU CONCESSION SUPPLIES FOR	042332	347.93
1-C00320	CENTERPOINT ENERGY ARKL					
		I-07-21345	28 -5654314	GAS UTILITY 1172849-0 EXPO CNT	042305	884.94
1-D00602	DON'S LAZY S JERKY MFG					
		I-009086-B	28 -5654210	CONCESSION SU BEEF JERKY FOR STARS &	042354	186.00
1-F00200	FLAMECO FIRE & SAFETY C					
		I-14231	28 -5654316	REPAIRS & MAI SEMI ANNUAL HOOD	042361	75.00
-H00056	HANCE PYROTECNICS					
		I-07-20877	28 -5654348	FESTIVAL FIREWORKS FOR STARS &	042372	5,000.00
-J00110	JACKIE BRANNON CORR. CT					
		I-F160 - EXPO	28 -5654308	CONTRACT SERV INMATE LABOR FOR EXPO	042383	114.25
-L00200	LAWTON PUBLICATION					
		I-101519	28 -5654317	ADVERTISING & 1/4 PANEL AD FOR CITY MAP	042395	475.00
-P00210	PEPSI COLA					
		I-12608	28 -5654210	CONCESSION SU BAG-N-BOX	042428	220.00
-P00250	PETTY CASH					
		I-07-21452	28 -5654331	TRAVEL & TRAI MEETING IN STIGLER	042429	57.07
-P00560	PUBLIC SERVICE/AEP					
		I-07-21342	28 -5654313	ELECTRIC UTIL 9529710423 - EXPO	042308	3,723.20
-S00444	SOUTHEAST DESIGN					
		I-717306	28 -5654348	FESTIVAL T-SHIRTS FOR TENNIS TOURN	042444	650.00
-S00725	STAPLES CREDIT PLAN					
		I-105972	28 -5654202	OPERATING SUP WEATHER BAND RADIO &	042451	35.28
-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8240529995	28 -5654202	OPERATING SUP MONTHLY SERVICE FEE FOR	042466	44.75
-W00040	WALMART COMMUNITY BRC					
		I-030286	28 -5654210	CONCESSION SU CONCESSION SUPPLIES FOR	042471	71.59
VENDOR SET 28 SE EXPO CTR/TOURISM FUND TOTAL:						12,100.40

ACCOUNT: 03733 Regular Payments

ENDOR SET: 01

UND : 29 E-911

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00747	AT&T	I-07-21344	29 -5324315	TELEPHONE UTI 91842391113250 - E911	042304	2,108.19
			VENDOR SET 29	E-911	TOTAL:	2,108.19

ACCT: 03733 Regular Payments

ENDOR SET: 01

UND : 33 CDBG GRANTS FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-N00250	MCALESTER NEWS CAPITAL					
		I-52208	33 -5871403	CDBG - SMALL CDBG WATER & SEWER	042420	164.01
I-N00347	MEHLBURGER BRAWLEY / NR					
		I-MC-08-01-01A	33 -5871403	CDBG - SMALL MC-08-01-01 CDBG WATER &	042424	10,990.00
				VENDOR SET 33 CDBG GRANTS FUND	TOTAL:	11,154.01
					REPORT GRAND TOTAL:	464,493.64

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
007-2008	01 -5101319	MISCELLANEOUS	210.10	3,012	178.42-	Y	
	01 -5101331	EMPLOYEE TRAVEL & TRAININ	255.00	200	144.37-	Y	
	01 -5101350	ELECTIONS	4,763.77	41,000	2,282.58-	Y	
	01 -5210202	OPERATING SUPPLIES	1,783.48	6,125	449.02		
	01 -5210308	CONTRACT SERVICES (PAY PLA	4,780.00	35,300	0.00		
	01 -5211202	OPERATING SUPPLIES	847.45	6,331	23.77		
	01 -5212317	ADVERTISING & PRINTING	3,787.79	6,091	429.66-	Y	
	01 -5213202	OPERATING SUPPLIES	3,344.52	7,899	522.92		
	01 -5213203	REPAIR & MAINT SUPPLIES	3,190.00	4,700	68.33		
	01 -5213337	COLLECTION SERVICES	772.31	15,088	6,945.62		
	01 -5214302	CONSULTANTS/LABOR RELATION	4,739.04	165,529	9,265.70-	Y	
	01 -5215106	WORKMAN'S COMP	1,175.00	312,758	2,911.90		
	01 -5215301	AUDITING	1,616.41	25,000	9,373.59		
	01 -5215312	EQUIPMENT RENTALS	1,222.29	50,806	1,421.36		
	01 -5215313	ELECTRIC UTILITY	28,994.05	350,000	3,263.69		
	01 -5215314	GAS UTILITY	1,291.77	15,000	627.98		
	01 -5215315	TELEPHONE UTILITY	1,438.97	112,463	51,326.01		
	01 -5215323	DAMAGES	7,759.16	53,204	0.00		
	01 -5215354	SUNBELT CLASSIC	6,000.00	6,000	0.00		
	01 -5215356	ADA COMPLIANCE	6,672.00	32,500	13,945.02		
	01 -5225202	OPERATING SUPPLIES	550.91	5,000	648.88		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	23,900	145.00		
	01 -5225401	COMPUTER TECHNOLOGY	1,014.98	25,000	2,470.41		
	01 -5321202	OPERATING SUPPLIES	130.30	20,000	4,752.63		
	01 -5321207	CLOTHING ALLOWANCE	1,103.27	41,400	410.45		
	01 -5321305	PHYSICALS	721.40	1,378	0.00		
	01 -5321308	CONTRACTED SERVICES	4,308.33	26,683	428.13		
	01 -5321316	REPAIRS & MAINTENANCE	125.00	12,750	7,805.79		
	01 -5321324	SWAT	6,983.00	21,979	3,364.56		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	214.12	8,000	1,591.30		
	01 -5322202	OPERATING SUPPLIES	555.84	4,000	827.01		
	01 -5431202	OPERATING SUPPLIES	2,519.51	26,000	755.31		
	01 -5431203	REPAIRS & MAINT SUPPLIES	192.00	67,156	1,712.41		
	01 -5431207	CLOTHING ALLOWANCE	1,694.98	19,250	1,204.09		
	01 -5431316	REPAIRS & MAINTENANCE	1,879.89	16,000	16.48		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	2,541.58	11,350	2,049.59		
	01 -5542202	OPERATING SUPPLIES	6,977.93	90,198	142.81		
	01 -5542203	REPAIRS & MAINT SUPPLIES	5,929.42	35,972	647.02		
	01 -5542204	SMALL TOOLS	793.81	3,000	46.85		
	01 -5542206	MAJOR CHEMICALS	59.15	21,000	32.90		
	01 -5542308	CONTRACTED SERVICES	4,929.01	29,703	691.24		
	01 -5542316	REPAIRS & MAINTENANCE	1,121.25	20,085	229.48		
	01 -5542319	MISCELLANEOUS	4,435.00	23,991	41.24		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	230.28	2,768	543.00		
	01 -5543206	MAJOR CHEMICALS	3,827.52	29,247	314.17		

** 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	-5543316	REPAIRS & MAINTENANCE	4,307.58	10,000	664.66		
01	-5545202	OPERATING SUPPLIES	1,200.00	1,951	17.34		
01	-5545203	REPAIRS & MAINT SUPPLIES	312.42	11,754	17.24		
01	-5545311	PARKING RENTAL	375.00	4,500	0.00		
01	-5545316	REPAIRS & MAINTENANCE	401.70	2,489	45.37		
01	-5547202	OPERATING SUPPLIES	410.00	475	65.00		
01	-5547203	REPAIRS & MAINT SUPPLIES	2,470.00	17,000	969.41		
01	-5547204	SMALL TOOLS	410.00	2,500	152.62		
01	-5548203	REPAIRS & MAINTENANCE SUPP	3,716.23	42,500	1,581.39		
01	-5548316	REPAIRS & MAINTENANCE	2,041.48	14,630	527.17		
01	-5652317	ADVERTISING & PRINTING	73.95	3,225	1,617.07		
01	-5652318	ABATEMENTS	819.97	14,000	4.25		
01	-5653202	OPERATING SUPPLIES	444.51	2,500	36.48		
01	-5653213	SAFETY SUPPLIES	340.00	8,500	1,724.42		
01	-5653317	ADVERTISING & PRINTING	149.95	4,000	209.85		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	16.00	1,250	1.91		
01	-5653348	DRUG TESTING & MISC. FEES	1,967.00	8,598	63.60		
01	-5862203	REPAIRS & MAINT SUPPLIES	5,143.09	175,268	5,272.38		
01	-5862205	PETROLEUM PRODUCTS	31,454.08	389,320	2,201.22		
01	-5863203	REPAIR & MAINT SUPPLIES	45.71	51,000	10,886.49		
01	-5865202	OPERATING SUPPLIES	105.00	2,000	377.60		
01	-5865402	CAPITAL PROJECTS-RESURFACI	6,371.92	250,000	59,525.53		
02	-5216202	OPERATING SUPPLIES	4,608.67	62,628	679.12		
02	-5267313	ELECTRIC UTILITY	32,752.51	464,745	9,912.02		
02	-5267314	GAS UTILITY	328.31	9,215	687.54		
02	-5267315	TELEPHONE UTILITY	3,677.15	33,764	403.71		
02	-5267316	WATER UTILITY	1,201.99	4,365	0.00		
02	-5862203	REPAIRS & MAINT SUPPLIES	35,418.95	253,000	12,370.94		
02	-5862205	PETROLEUM PRODUCTS	36,565.90	192,000	4,925.25		
02	-5864327	SUB TITLE D EXPENSE	42,216.00	42,325	109.00		
02	-5864410	LAND IMPROVEMENTS	8,676.27	175,715	11,933.36		
02	-5866202	OPERATING SUPPLIES	214.00	3,000	931.68		
02	-5866204	SMALL TOOLS	282.17	3,000	989.85		
02	-5866207	CLOTHING ALLOWANCE	299.99	4,250	604.76		
02	-5866331	EMPLOYEE TRAVEL & TRAINING	33.00	919	886.00		
02	-5871202	OPERATING SUPPLIES	32.69	7,500	421.90		
02	-5871204	SMALL TOOLS	193.93	500	109.44		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	8.00	1,750	468.22		
02	-5873203	RP	841.84	0	422.79		
02	-5973203	REPAIRS & MAINT SUPPLIES	2,654.24	57,500	3,574.92		
02	-5973302	CONSULTANTS (IND. PRETREAT	240.00	31,639	3,539.66		
02	-5973316	REPAIRS & MAINTENANCE	10,839.88	65,000	1,661.94		
02	-5974203	REPAIRS & MAINT SUPPLIES	3,401.97	50,000	5,788.17		
02	-5974206	MAJOR CHEMICALS	18,302.04	390,000	66,010.91		
02	-5974304	LAB TESTING	3,013.48	31,000	6,393.91		

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	02 -5974308	CONTRACTED SERVICES	3,579.00	65,000	13,577.11		
	02 -5974316	REPAIRS & MAINTENANCE	21,000.85	85,000	1,400.98		
	02 -5975202	OPERATING SUPPLIES	518.26	30,000	4,271.37		
	02 -5975209	UTILITY MAINTENANCE SUPP.	1,509.63	40,000	4,500.25		
	02 -5975332	LAND IMPROVEMENTS	80.00	10,000	1,720.00		
	02 -5975335	SEWER MAIN CONST.	1,053.19	5,000	2,083.33		
	03 -5876203	REPAIRS & MAINT SUPPLIES	870.38	3,000	561.63		
	03 -5876313	ELECTRIC UTILITY	1,335.17	11,824	1,655.81		
	03 -5876314	GAS UTILITY	167.22	500	21.65		
	05 -5218313	ELECTRIC UTILITY	214.68	7,200	5,120.68		
	08 -5549308	CONTRACT SERVICES	126.25	7,360	431.01		
	08 -5549331	EMPLOYEE TRAVEL & CONF.	126.25	1,000	606.10		
	14 -5321451	POLICE EQUIPMENT	2,490.00	32,500	5,309.00		
	28 -5654202	OPERATING SUPPLIES	80.03	8,000	227.62		
	28 -5654210	CONCESSION SUPPLIES	1,040.91	30,000	2,388.87		
	28 -5654308	CONTRACT SERVICES	114.25	3,000	1,123.59		
	28 -5654313	ELECTRIC UTILITY	3,723.20	63,200	90.41		
	28 -5654314	GAS UTILITY	884.94	17,913	1,188.76		
	28 -5654316	REPAIRS & MAINTENANCE	75.00	14,000	1,660.15		
	28 -5654317	ADVERTISING & PRINTING	475.00	10,000	47.65		
	28 -5654331	TRAVEL & TRAINING	57.07	1,500	880.07		
	28 -5654348	FESTIVAL	5,650.00	24,000	970.00		
	29 -5324315	TELEPHONE UTILITY	2,108.19	209,000	184,211.43		
	33 -5871403	CDBG - SMALL CITIES	11,154.01	159,000	147,845.99		
	** 2007-2008 YEAR TOTALS **		464,493.64				

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: June 24, 2008 Item Number: 1
Department: Police
Prepared By: Lisa Sutterfield Account Code: _____
Date Prepared: June 16, 2008 Budgeted Amount: _____
Exhibits: Five

Subject

Discussion, and possible action, 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 in an amount not to exceed \$245,788.00.

Discussion

An E-911 Review Committee interviewed and recommends that the City Council enter into a contract with Interact Public Safety Systems, in the above stated amount, to address Pittsburg County, including mapping within the City of McAlester.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>LS</u>	<u>06/16/08</u>
City Manager	<u>MBR</u>	<u>06/24/08</u>

AGREEMENT

THIS AGREEMENT, hereinafter known as "THE AGREEMENT", made this ____ day of _____, 2008, 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 under the terms and conditions contained herein for a sum of no less than **\$245,788 Two Hundred Forty Five Thousand Seven Hundred Eighty 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 number 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 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/approvals.
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 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 Venfor 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”.
- e. Create Thematic Maps and database printouts to aid in Owner in Fallout resolution. Deliver thematic maps and database printouts to Owner for corrective action.

Note: The notification process is complete after InterAct System 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**
 - 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 or for any structure in which an occupant is not present 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 \$245,788.00. To insure complete performance of work.**
- e. **Payment bond in the amount \$245,788.00 To protect against any liens for work and materials.**
- f. **Maintenance bond for a term of one year after acceptance of completion of the project by the City of McAlester. This insures any maintenance on work performed for one year.**

The bonds provided in d., e., and f., will be obtained and furnished to the owner within 10 business days from the date of signing of the contract.

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: _____

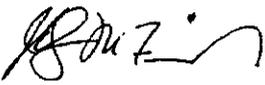
ATTEST: City of McAlester, Oklahoma
BY: _____ By: _____

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

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

(Corporate Seal)


By: _____
Theodore J. Collins, III, President, COO


BY: _____

ATTACHMENT A

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 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 as 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 of 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 each sum as may be lawfully retained by the Owner, shall be paid TO CONTRACTOR WITHIN FORTY FIVE (45) DAYS AFTER EACH INVOICE IS APPROVED.

6.3 Non-collusion Affidavit

NONCOLLUSION AFFADAVIT OF PRIME BIDDER

State of North Carolina /
County of Buncombe / > SS.

Ted Collins, being first duly sworn, deposes and says that:

- (1) He is President & COO of InterAct Public Safety Systems the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder not any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

to fix



(Signed) [Signature]
President & COO
(Title)

(Seal)

Signed before me this 20 day of MARCH, 2008

Monie Munson 4.18.2010
Notary My Commission Expires

Evaluation Criteria Totals Spreadsheet

	Value	Geo Comm	InterAct	KEDDO
Overall Project Approach	20%	20	20	15
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	65.8

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 project?*

Yes. Attached is a funding spreadsheet obtained from the city treasurer indicating the combined total for the project as of May 14, 2008 to be \$329,212.90. Funds are collected by the county and sent to the City of McAlester then deposited into a dedicated account for the E911 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?

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.

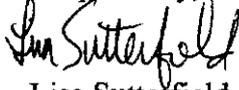
4. Were references Contacted?

Yes. InterAct Public Safety Systems and GeoComm were vendors that were very reliable, completing the projects in the perspective communities within the contract. References also indicated that both InterAct Public Safety Systems and GeoComm were very knowledgeable of the addressing and mapping requirements. As indicated in my recommendation letter on April 30, 2008, KEDDO had just one total mapping/addressing E911 project in Latimer County with corrections having to be made after project completion. References from other agencies in Oklahoma have indicated no accuracy issues with either InterAct Public Safety Systems or GeoComm.

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 Sutterfield
911 Coordinator

The lowest bidder for the E-911 mapping/addressing project for the City of McAlester and Pittsburg county was Kiamichi Economic Development District of Oklahoma (KEDDO). Their total bid amount was \$178,950.00. Although KEDDO submitted the lowest amount, the review committee has recommended rejecting this bid based on the following evaluation criteria:

E-911 Experience

As indicated in their proposal, KEDDO has limited experience in E-911 addressing and mapping, having completed only two projects within the state of Oklahoma. Latimer County was a complete E-911 Addressing and Mapping project, while the work performed for the City of Antlers was limited to gathering GPS points and creating a mapping system for the City of Antlers.

Implementation Schedule

KEDDO officials indicated that they would hire contract personnel as they did not have experienced personnel to assist with field work. KEDDO stated in the RFP review that the mapping and addressing project could be complete in 18 months , however they also stated that it could a little longer than the RFP requested.

Training and Maintenance Plans

Although KEDDO can provide training, being able to contact someone 24 hours a day 7 days a week is an issue if a problem should arise after hours. Unlike the other vendors, KEDDO did not identify a full time staff available for immediate assistance. KEDDO's proposal did not include a maintenance plan.

References and Professional Commitment

Concerns of addressing errors were brought up by several of the individuals who work daily with the Latimer County E-911 system, causing numerous corrections to be made after the project was complete.

Specifications

KEDDO did not include a performance bond or a maintenance bond with their proposal

The review board's recommendation is to accept the second lowest bidder from InterAct Public Safety Systems who's proposed bid is \$ 245,788.00 based on the following criteria:

E-911 Experience

Since 1975, InterAct Public Safety Systems has been in the E911 business and currently serves 650 Public Safety Answering Points (PSAPs) in 31 states. They have a thorough understanding of the public safety industry. Many of their employees are former 911 dispatchers and understand the needs of emergency call takers.

Implementation Schedule

InterAct intention is to deliver the project within the 18 month requested timeframe. During InterAct's presentation, it was believed that 14 or 15 months was a realistic possibility. They will begin with a kickoff meeting to begin collecting necessary materials needed. Weekly teleconferences with key players plus updates with a monthly Gantt chart depicting progress will be provided.

Training and Maintenance Plans

Along with their on site training, InterAct also provides a 24/7 helpline to assist with any problems that might arise. InterAct's after-sales support organization can provide an immediate response to any potential problem and can diagnose and correct it in most cases within the hour.

References and Professional Commitment

InterAct has a solid reputation, established history and professional commitment as a 30-year-old company offering state of the art technology with a fundamental focus on developing products that meet customer needs. References contacted indicated that InterAct is a reputable company and they stand behind the work they perform. They produced accurate work and the manager of the projects takes a hands on approach assisting field collection personnel. According to references their work is accurate and highly recommended by all who are currently using their services.

Specifications

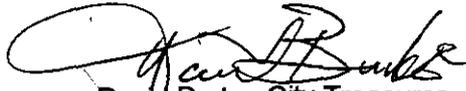
InterAct's proposal provided all the required specifications of the RFP.

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>	498,181.37
				=====

29 -E-911

ACCOUNT#	TITLE			
<u>LIABILITIES & FUND BALANCE</u>				
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	31,761.17		
			<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:



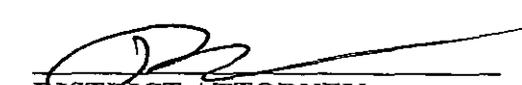
DEBBIE BURCH, COUNTY CLERK

ATTEST:



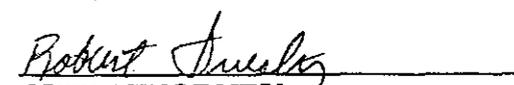
CORA MIDDLETON, CITY CLERK

APPROVED:



DISTRICT ATTORNEY
*Assistant District Attorney
Randy L. Green*

APPROVED:



CITY ATTORNEY



McAlester City Council

AGENDA REPORT

Meeting Date: June 24, 2008
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: June 18, 2008

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

Subject

Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, creating Section 2-68, Conflict of Interest, and declaring an emergency.

Recommendation

Discussion

Travis Read, Councilmember, has submitted the attached ordinance for City Council consideration and possible action.

Approved By

Initial

Date

Department Head

City Manager

MBR

04/17/08

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, CREATING SECTION 2-68, CONFLICT OF INTEREST, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: SEC. 2-68, CONFLICT OF INTEREST.

1. Purpose and Declaration of Policy.

The primary purpose of this Ordinance is to ensure that the use of public office for private gain is prohibited. Moreover, this ordinance is intended to ensure that the business of this municipality will be conducted in such a way that no public official of the municipality will gain a personal or financial advantage as a result of their position with the City and so that the public trust in municipal officials will be preserved. A further purpose of this Ordinance is to avoid the appearance of impropriety, whether or not an actual conflict of interest exists. This Ordinance applies to the mayor and council members, and to city officers, employees and members of all boards, commissions and committees of the city.

2. Definitions.

For the purposes of this ordinance, the following definitions shall apply:

Benefit means anything reasonably regarded as economic gain or economic advance, including benefit to any other person in whose welfare the beneficiary is interested.

Business entity means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity, or entity.

City agency means any authority, advisory board, body, commission, committee, department, or office of the city.

Confidential information means privileged statements or communications, whether expressed or implied, oral or written, between the city council members, city employees, and their attorneys; work product of the city attorney, or other attorneys representing the city, its council members, officers and employees; and city records, documents, and other information not subject to public disclosure or dissemination by law.

Financial interest means an expectation of receiving a financial benefit. A financial interest of a person includes any financial interest of a member of that person's immediate family. A person has a financial interest in an organization in which that person has an ownership interest, or is a director, officer or employee. A person has a financial interest in a decision if a financial interest of that person may vary with the outcome of the decision. A financial interest does not include the following:

a. A personal or financial interest which is not of the magnitude that would exert an influence on an average, reasonable person.

b. A personal or financial interest of a type which is generally possessed by the public or a large class of persons to which that official or employee belongs.

c. An action or influence which would have an insignificant or conjectural effect on the matter in question.

Immediate family means any person related to an officer or employee within the first degree of consanguinity and includes a spouse, parent, child, grandparent, grandchild, or an individual claimed by that individual or the spouse as a dependent for federal income tax purposes.

Officer, official, employee, board, committee or commission member are also referred to in this ordinance as "public official" and "public officers" and include any person elected to, appointed to, or employed or retained by any public office or public body of the city, whether paid or unpaid and whether temporary, part-time, or full-time. Accordingly, the mayor, council members, employees, all board, committee and commission members are officers, employees and officials of the city.

Conflict of Interest means a direct or indirect personal or financial interest of a public official, his or her spouse, household member, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the officer or before the public body in which he or she holds office or is employed. "Conflict of Interest" does not arise in the case of votes or decisions on matters in which the public official has a personal or financial interest in the outcome no greater than that of other persons generally affected by the decision, such as adopting a bylaw or setting a tax rate. In addition, a conflict of interest does not arise if the personal or financial interest is permitted by law.

Official act or action means any discretionary legislative, administrative or judicial act performed by any elected or appointed official, officer or employee while acting on behalf of the municipality.

Public body means a municipality and its departments, boards, city council, commissions, committees or other instrumentalities.

Public interest means an interest of the community as a whole, conferred generally upon all residents of the municipality.

Public officer means any person elected to, appointed to, or employed or retained by, any public office or public body of the city, whether paid or unpaid and whether temporary, part-time, or full-time. Accordingly, the mayor, council members, employees, all board, committee and commission members are officers, employees and officials of the city.

Public official means any person elected to, appointed to, or employed or retained by, any public office or public body of the city, whether paid or unpaid and whether temporary, part-time, or full-time. Accordingly, the mayor, council members, employees, all board, committee and commission members are officers, employees and officials of the city.

3. Disqualification.

A public official shall not participate in any official action if he or she has a conflict of interest in the matter under consideration. A conflict of interest includes a Conflict of Interest as defined in this Ordinance.

4. Disclosure.

a. A public official who has reason to believe that he or she has or may have a conflict of interest shall, prior to participating in any official action on the matter, identify the matter under consideration, the nature of the potential conflict of interest and why he or she believes that he or she is able or unable to act in the matter.

b. The remaining members of the public body of which such public official is a member, the city council, a member or members of any board or committee appointed by the city council to investigate a possible conflict of interest, and the city manager shall have the authority to inquire of any public official about a possible conflict of interest and to suggest or recommend that the member recuse him or herself from the matter. If the member believes that he or she does not have a conflict of interest, the member shall, prior to participating in the matter, identify the matter under consideration, the nature of the potential conflict of interest and why he or she believes that he or she is able to act in the matter. All comments, including citizen comments, made during a public meeting regarding any conflict of interest discussion, will be recorded in the official minutes of the meeting.

5. Public Contracts.

a. No official, officer or employee shall enter into any contract with the City, except as permitted as follows:

b. Any official, officer or employee who has or may have a personal interest in any public contract shall disclose such interest prior to the first of any of the events set forth below:

- (1). The solicitation of a contract; or
- (2). The bidding of a contract; or
- (3). The negotiation of a contract; or
- (4). The approval by the governing body of a contract.

Any contract entered into in violation of this section may be voided by the City. This section does not affect the application of any state statute.

6. Acceptance of gifts and other things of value prohibited.

No official, officer or employee shall directly or indirectly solicit any gift, or accept any gift whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence, or could reasonably be expected to influence the officer or employee, in the performance of official duties, or was intended as a reward for any official action.

7. Disclosure of confidential information prohibited.

During the period of employment or service and for two years thereafter, no official, officer or employee, with respect to any contract, transaction, zoning decision, or other matter which is or may be the subject of an official act or action of the city shall, without appropriate authorization, disclose confidential information concerning the property, government, or affairs of the city. In addition, no officer or employee shall use such information to advance the financial or other private interest of the officer or employee or others.

8. Appearances by city officials on behalf of private interests prohibited.

No official, officer or employee, except when acting in an official capacity, shall appear on behalf of any private person before any city agency. This section shall not apply to any official, officer or employee who has fully informed the city agency of the officer's private interest in a matter and the official, officer or employee does not participate in any decision related thereto.

9. Prohibited conduct after leaving the city.

No present or former official, officer or employee may represent another person for compensation before the city or any public body thereof while in office or employed for a period of two years from the date of termination of their office or employment concerning any matter with which such officer or employee was directly concerned and in which such officer or employee personally participated during the employment or service by a substantial and material exercise of administrative discretion either during their holding of office or employment or for a period of two years thereafter.

10. Additional Prohibited Activities.

a. No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any city position or appointive city administrative office because of race, gender, age, handicap, religion, country of origin, or political affiliation.

b. No person shall willfully make any false statement, certificate, mark, rating, or report in regard to any test, certification, or appointment under the provisions of the City Charter, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such charter provisions.

c. No person who seeks appointment or promotion with respect to any city position or appointive city administrative office shall directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or in connection with any test, appointment, proposed appointment or proposed promotion.

d. No person shall knowingly or willfully solicit or assist in soliciting any assessment, subscription, or contribution for any political party or political purpose from any city employee during duty hours.

e. No city employee shall, directly or indirectly, participate in political activities during on-duty hours or while in uniform during off-duty hours.

11. City Clerk's Duties and City Manager Procedure for Informal Resolution of Conflict of Interest or Potential Conflict of Interest.

a. After receiving a disclosure of a conflict of interest or potential conflict of interest, the City Clerk shall:

(1). Maintain a record of such disclosure which shall be open to the public; and

(2). Promptly forward a copy of the disclosure to the city manager; and

(3). Promptly forward a copy of the disclosure to any person named in the disclosure as having or potentially having a conflict of interest; and

(4). Promptly forward a copy of the disclosure to the City Council and to the City Attorney.

b. After receiving a disclosure of a conflict of interest or potential conflict of interest, the City Manager may attempt to informally resolve the matter in which the conflict of interest is involved. If this is done, the City Manager shall promptly inform the City Council members and the City Attorney of his actions in regard to the matter.

12. Violations.

a. A violation of any section or subsection of this ordinance by a public official of the city shall be punished under the provisions provided for in the city charter.

b. In addition, the City Manager shall, upon the finding of a violation of this ordinance by an employee subordinate to the City Manager, exercise his disciplinary authority in accordance with the city charter and city policies.

c. If the party who is the subject of a conflict of interest complaint is an unpaid citizen currently serving on a city appointed commission, committee, board, or authority, the City Council shall have the authority, by a majority vote of the members present in a public meeting, to:

(1). Order the member suspended or removed from the committee, board, authority or commission.

d. An ongoing violation of any section or subsection of this ordinance shall be referred to the City Attorney to seek available civil remedies to halt the conflict of interest activity.

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 June, 2008.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Don Lewis, Mayor

ATTEST:

Cora Middleton, City Clerk

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

Robert Ivester, City Attorney

Mark Roath

From: Travis Read [travisread3@yahoo.com]
Sent: Monday, June 16, 2008 10:32 AM
To: Mark Roath
Cc: Cora Middleton
Subject: Agenda Items June 24
Attachments: Board of Ethics Ordinance Revised.rtf; Conflict of Interest Ordinance.rtf

Mark, please put the attached Board of Ethics ordinance and the Conflict of Interest ordinance on the June 24, 2008 council meeting agenda for discussion and action. Also, please pass them to Bob Ivester for review.

Please respond to this e-mail so I know it went through. Thanks.

Travis

06/16/2008



McAlester City Council

AGENDA REPORT

Meeting Date: June 24, 2008
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: June 18, 2008

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, creating Section 2-69, Board of Ethics, and declaring an emergency.

Recommendation

Discussion

Travis Read, Councilmember, has submitted the attached ordinance for City Council consideration and possible action.

Approved By

Initial

Date

Department Head

MBR

04/17/08

City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, CREATING SECTION 2-69, BOARD OF ETHICS, AND DECLARING AN EMERGENCY.

* * * * *
WHEREAS, trust in government is perhaps the single most important foundation of democratic, representative government; and

WHEREAS, the people of the City of McAlester deserve to know and believe that City officials are working exclusively for the good of the public and never for self-interest or private interest; and

WHEREAS, a centralized, non-political Board of Ethics, with power to address all issues of ethics and conflicts of interest in government will promote trust in government and discourage any misuse or abuse of the public trust; and

WHEREAS, it is in the best interest of the City of McAlester and the citizens of the City of McAlester to establish a Board of Ethics.

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

SECTION 1: SEC. 2-69, BOARD OF ETHICS.

1. Composition of the Board of Ethics.
 - a. The Board shall consist of five private citizen members of outstanding moral and ethical credentials and who currently reside and have resided in the City of McAlester for at least one year, to be appointed by the Mayor with concurrence of a majority of the council members present during an open meeting of the City Council.
 - b. The Board members shall serve initial terms as follows:
 - (1). One shall be appointed for a term that expires July 1, 2009.
 - (2). One shall be appointed for a term that expires July 1, 2010.
 - (3). One shall be appointed for a term that expires July 1, 2011.
 - (4). Two shall be appointed for a term that expires July 1, 2012.
 - c. All terms thereafter shall be for four years. All members shall serve until their successors have been appointed. A Board Chairman will be

nominated by the members and approved by a majority during the first meeting of the Board each July.

d. Members may serve multiple terms, however, no member may serve more than two full four year terms on the Board of Ethics. The computation of total years served shall not include time that may have been served in unexpired terms.

e. No member shall be asked to resign membership on the Board of Ethics or be involuntarily removed by the Mayor or City Council during the membership term unless the member pleads guilty or nolo contendere to or is convicted in a court of law for a misdemeanor involving moral turpitude, any felony, has violated the City Code of Conduct, violated provisions of the city charter, demonstrated a conflict of interest, is derelict in his duties to the Board, or has conducted himself in a manner, publicly or in private, that brings discredit to the city or the Board and may compromise the creditability of the Board.

f. No member of the Board may hold elective or appointed office under the City or any other government or hold any political party office or hold membership on any other City board, commission, authority, or committee.

g. Although not a member of the Board of Ethics, the City Attorney will assist the Board in matters requested by the Board in the discharge of its responsibilities.

h. The Board shall meet at least quarterly at the McAlester City Hall or other city provided facility that the City Council may designate. Special Meetings of the Board of Ethics may be called by the Board Chairman as appropriate.

i. The Board of Ethics will comply with the Oklahoma Open Meeting Act. The City Clerk is directed to assist the Board in ensuring that the Act is complied with. This includes, but is not limited to, assistance in preparing and posting meeting Agendas and publishing the minutes of each meeting, but does not include recording the minutes of the meetings. A designated Board member will record the minutes of each meeting in accordance with state law.

2. General Responsibilities and Duties of the Board of Ethics.

a. The Board shall advise and assist the Mayor and City Council, and such other city officials as the Mayor and Council shall designate, regarding matters of ethics in government, with the overall objective to promote and ensure public trust in government, including:

(1). Compliance by all City officials and employees with all applicable ethics laws, state and federal law, conflict of interest matters, and city ordinances and regulations.

(2). Compliance by all City officials and employees with the highest standards of ethical behavior and that even the appearance of impropriety or a conflict of interest is avoided.

(3). Ensuring that all City officials and employees always work to promote the public interest and never work toward or for their own self-interest or any private interest.

b. The Board, insofar as possible under state law, shall issue binding advisory opinions, conduct investigations on its own initiative and on referral or complaint from officials or citizens, inquire of witnesses, receive documents, refer cases to the appropriate prosecution authority, impose administrative sanctions, and to hire independent counsel, subject to notification of the City Council.

c. Throughout this Section, the word "ethics" and "ethical" shall apply to all matters relating to ethics, including, but not limited to, conflicts of interest, financial disclosure, City Code of Conduct, prohibited activities, and standards of professional or governmental conduct.

3. Specific Responsibilities of the Board.

a. Review of Financial Disclosure Forms.

(1). The City Clerk shall provide to the Board, a complete set of all financial disclosure forms filed by city officials and employees required by the city charter, ordinance, or state law. The City Manager, working with the City Attorney and City Clerk, shall provide a list of all city officials, employees, and board, commission, authority, or committee members who are required by city ordinance or state law to file a financial disclosure form.

(2). The Board shall review such forms and list at least annually to determine whether any inappropriate conflicts or other violations exist, including incomplete filings or failure to file.

(3). The Board shall advise the City Council, the City Attorney, and the City Manager, as appropriate, of any suspected violation or conflict. In so advising, the Board shall recommend for each suspected violation either further investigation, referral to the City Attorney or County District Attorney, or report to the appropriate law enforcement authority as applicable.

b. Review ethics questions or issues relating to conduct of City officials.

(1). The Board shall render advisory opinions to City officials and employees, through the City Council, with respect to ethical standards in the municipal service pursuant to request by the council.

(2). The Board shall review all complaints, written or verbal, submitted to the city administration, City Council, or any city official in regards to conflict of interest or code of conduct issues. The City Clerk and the City Manager will ensure that the Board promptly receives all necessary documentation relating to the complaint. The Board will promptly review the complaint in accordance with the provisions of this ordinance and take the appropriate action.

c. Review of current ethics laws.

The Board shall, from time to time, make such recommendations to the Mayor and City Council as the Board deems appropriate regarding improvements or advances in the ethics laws that the Board believes would strengthen confidence in government, promote the public trust, and ensure that self-interest and private interests do not dictate or influence the work of government officials and employees. The Board's recommendations may concern state laws, provisions of the City Charter, city ordinances, or other initiatives and may relate to substantive ethical or conflict of interest rules, administration or enforcement of such rules, or such other areas as the Board deems appropriate to fulfill its responsibilities.

d. Ethics training.

(1). The Board shall advise the Mayor, City Council, and such other officials as the Council or Board deems appropriate, regarding the most effective manner of ensuring that all city officials and employees fully understand and appreciate both the specifics of the applicable ethics laws and compliance with such laws.

(2). Upon request of the Mayor and City Council, the Board shall assist in the preparation and dissemination of training and education materials and classes, as appropriate.

(3). The Board shall offer these same education and training services, on an annual basis, to all city officials, council members, employees, board and committee members, and, if requested, candidates for city council.

(4). 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.

4. Mandatory cooperation with the Board.

a. All city boards and committees shall promptly report in writing any findings of unethical activity or conflict of interest by an elected or appointed official to the Board of Ethics.

b. The City Manager will ensure that all city employees cooperate to the maximum extent practicable, under state law and the city Charter, with any request of the Board of Ethics in pursuit of the Board's responsibilities. The Board shall promptly report a failure to cooperate to the City Manager, City Attorney, or City Council as appropriate.

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 June, 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 June, 2008.

Robert Ivester, City Attorney

Mark Roath

From: Travis Read [travisread3@yahoo.com]
Sent: Monday, June 16, 2008 10:32 AM
To: Mark Roath
Cc: Cora Middleton
Subject: Agenda Items June 24
Attachments: Board of Ethics Ordinance Revised.rtf; Conflict of Interest Ordinance.rtf

Mark, please put the attached Board of Ethics ordinance and the Conflict of Interest ordinance on the June 24, 2008 council meeting agenda for discussion and action. Also, please pass them to Bob Ivester for review.

Please respond to this e-mail so I know it went through. Thanks.

Travis

06/16/2008

Council Chambers
Municipal Building
June 10, 2008

The McAlester Airport Authority met in regular session on Tuesday, June 10, 2008, at 6:00 P.M. after proper notice and agenda was posted June 5, 2008.

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

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

- **Approval of the Minutes from the May 27, 2008, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of May 28, 2008 through June 10, 2008.** *(David Burke, City Treasurer)* In the amount of \$2,790.09.

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

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

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

Chairman Lewis declared the motion carried.

ATTEST:

Don Lewis, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 10, 2008

The McAlester Public Works Authority met in Regular session on Tuesday, June 10, 2008, at 6:00 P.M. after proper notice and agenda was posted June 5, 2008.

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

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

- **Approval of the Minutes from the May 27, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item 10 regarding a bid award to KATCON, Inc., in the amount of \$258,092.50, for construction of AIP Project 3-40-0057-009-2008 at the McAlester Regional Airport and authorizing the Mayor to sign FAA grant documents, as necessary.** *(George Marcangeli, City Engineer)*
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of May 28, 2008 through June 10, 2008.** *(David Burke, City Treasurer)* In the amount of \$89,189.78

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

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

Chairman Lewis declared the motion carried.

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

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

Chairman Lewis declared the motion carried

ATTEST:

Don Lewis, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 27, 2008

The McAlester Retirement Trust Authority met in regular session on Tuesday, May 27, 2008, at 6:00 P.M. after proper notice and agenda was posted May 16, 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. Garvin and seconded by Mr. Wilkinson to approve the following:

- **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*) In the amount of \$35,040.42.

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

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

Chairman Lewis declared the motion carried.

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

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

Chairman Lewis declared the motion carried.

ATTEST:

Don Lewis, Chairman

Cora Middleton, Secretary