



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, August 26, 2008 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

- Cliff House, Pastor of Lakewood Christian Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. **Approval of the Minutes from the August 12, 2008, Regular Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- B. **Concur with Mayor's reappointment of Mike Ward to the Americans with Disabilities Act Board for the term to expire August, 2010.** *(Kevin E. Priddle, Mayor)*
- C. **Concur with Mayor's reappointment of Ted Welch to the Americans with Disabilities Act Board for the term to expire August, 2010.** *(Kevin E. Priddle, Mayor)*
- D. **Accept and place on file an Oklahomans for Independent Living Status Report for the months of April, May and June, 2008.** *(Mike Ward, Executive Director)*
- E. **Approval of claims through June 30, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- F. **Approval of claims for the period of August 13 through August 26, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

ITEMS REMOVED FROM CONSENT AGENDA

SCHEDULED BUSINESS

1. **TABLED AT AUGUST 12, 2008 REGULAR MEETING: Consider, and act upon, a Residential Planned Unit Development, known as the Brookhaven Addition, and to be located at Douglas and Ten Springs Avenue on a site of approximately 4.30 acres.** *(Mark B. Roath, City Manager and Alan Martin, applicant)*

Executive Summary

This agenda item involves a request for a residential planned unit development known as Brookhaven Addition, which the applicant wants to construct eighteen (18) single family dwelling units on a proposed 4.30 acre site located at Douglas Avenue and Ten Spring Avenue. The Planning Commission approved the PUD request conditioned on three items—that is, that a cedar fence be constructed on the Ten Springs side; that the minimum living space be 1,800 or better for each unit constructed and that each dwelling unit be constructed of 100% masonry.

2. **Hold a Public Hearing and consider, and act upon, an Ordinance establishing Section 2-166 of the McAlester City Codes concerning membership, terms, credentials and qualifications of the Audit and Finance Advisory Committee; and declaring an emergency.** *(Sam Mason, City Councilmember)*

Executive Summary

This agenda item is relates to the Audit and Finance Advisory Committee under the new City Charter, Sections 5.14 (a) and (b).

3. **Hold a Public Hearing and consider, and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma for the fiscal year 2008-2009; providing for severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*

Executive Summary

On June 23, 2008, the City Council approved Resolution No. 08-15, which formally adopted the fiscal year 2008-2009 budget. Subsequently, the Governor of the State of Oklahoma signed into law the new McAlester City Charter. The new City Charter requires that the annual budget be adopted by ordinance. This agenda item merely readopts the fiscal year 2008-2009 budget in ordinance form.

4. **Hold a Public Hearing and consider, and act upon, an Ordinance amending Ordinance ___ which established the Budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves an amendment to the budget for fiscal year 2008-2009.

5. **Consider, and act upon, authorizing the Mayor to execute a Contract with Holden Construction Services, Inc., in the amount of \$109,345.50 for repairs to the Sandy Creek canal wall, following review and approval by the City Attorney of said contract documents. (George Marcangeli, City Engineer and Public Works Director)**

Executive Summary

This agenda item involves the repair to the Sandy Creek canal wall, which was damaged in a recent storm event. The project cost to repair the canal wall will be via the Federal, State and City.

6. **Consider, and act upon, approving an increase in the bond for City Manager and Chief Financial Officer to one percent of the total current annual budgeted expenditures (\$311,588.00) for the City and authorization to bond the Assistant Chief Financial Officer in an amount of \$100,000. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item relates to a requirement of the new City Charter, Section 4.02 (c).

7. **Consider, and act upon, is authorizing the Mayor to sign a Letter Agreement with Wynn Associates, in an amount not to exceed \$25,000, to prepare a preliminary site plan for City owned property known as Southside Industrial Park. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item relates to the engagement of Wynn and Associates to prepare a preliminary site plan for the Southside Industrial Park tract, which will include (1) identifying potential site layouts; (2) developing site access and egress; (3) reviewing utility needs; and (4) providing recommendations concerning covenants and restrictions for the tract.

8. **Consider, and act upon, the creation of a part-time Warrant Officer position within the Municipal Court Division of the Finance Department for the remainder of this fiscal year. (Mark B. Roath, City Manager and Karen Boatright, Municipal Court Administrator)**

Executive Summary

This agenda item creates a part-time warrant officer position for the remainder of this fiscal year.

9. **Consider, and act upon, the creation of a part-time Meter Reader position within the Utility Billing and Collection Division of the Finance Department for the remainder of this fiscal year. (Mark B. Roath, City Manager and Sherry Alessi, Assistant Chief Financial Officer)**

Executive Summary

This agenda item creates a part-time meter reader position for the remainder of this fiscal year.

10. **Consider, and act upon, a proposal to relocate various offices and make certain improvements to the City Hall for easier public access and organizational efficiency at a cost not to exceed \$25,000. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves the relocation of various offices and repairs to certain areas on the first and second floors of City Hall.

- 11. **Consider, and act upon, authorizing the Mayor to sign a Campus Police Agreement between the Board of Education for the McAlester School District and the City of McAlester.** *(Mark B. Roath, City Manager and Jim Lyles, Chief-of-Police)*

Executive Summary

This agenda item relates to an Agreement delineating police responsibility between the City and School District for this fiscal year.

- 12. **Consider, and act upon, authorizing the Mayor to sign a Business Customer Service Agreement with United States Cellular Corporation for cellular telephone service and equipment.** *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item relates to changing the City's cellular telephone service and equipment to United States Cellular.

- 13. **Consider, and act upon, a Resolution accepting a Quit Claim Deed for certain lots from the Board of Commissioners of Pittsburg County for certain vacant lots and declaring said lots surplus property to be conveyed to KiBois Community Action Foundation, Inc., via Quit Claim Deed, for use in providing building locations for new affordable single family residences.** *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item relates to the acceptance of certain vacant lots from Pittsburg County; declaring the lots accepted as surplus property; then, conveying those same vacant lots to KiBois Community Action Foundation, Inc., for the use stated above.

- 14. **Discussion, and possible action, on creating and hiring the positions of (a) Human Resources Director; (b) Public Information Officer; (c) Central Purchasing Agent; and (d) Grant Writer.** *(Chris Fiedler, Councilmember)*

Executive Summary

This agenda item proposes the creation of four positions within the non-classified service.

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 August 12, 2008, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item E regarding claims through June 30, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

- **Confirm action taken on City Council Agenda Item F regarding the claims for the period of August 13 through August 26, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

ADJOURN MAU

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the August 12, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item E regarding claims through June 30, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item F regarding the claims for the period of August 13 through August 26, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

ADJOURN MPWA

CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the July 22, 2008, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of September, 2008.** *(Sherri Alessi, Assistant Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

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
August 12, 2008

The McAlester City Council met in regular session on Tuesday, August 12, 2008, at 6:00 P.M. after proper notice and agenda was posted August 7, 2008, at 5:00 P.M.

CALL TO ORDER

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

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson, Buddy Garvin,
Sam Mason & Mayor Priddle
Absent: None
Presiding: Kevin E. Priddle, Mayor

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

INVOCATION & PLEDGE OF ALLEGIANCE

- **Buddy Garvin, Fifth Ward Councilman**

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

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

- A. Approval of the Minutes from the July 22, 2008, Regular Meeting of the City Council. (Cora Middleton, City Clerk)**
- B. Concur with Mayor's appointment of Barbara Gilbertson to the McAlester Economic Development Service, Inc. for a term to expire October, 2008. (Kevin E. Priddle, Mayor)**
- C. Concur with Mayor's appointment of Amy Johns to the McAlester Economic Development Service, Inc. for a term to expire June, 2011. (Kevin E. Priddle, Mayor)**
- D. Accept, and place on file, the Oklahomans for Independent Living Transportation Program for the period July 1, 2007 through June 30, 2008. (Mike, Ward, Executive Director, Oklahomans for Independent Living)**

E. Approval of Claims for Fiscal Year 2007-2008, ending June 30, 2008. (*Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant City Financial Officer*) In the amounts of: General Fund - \$13,877.53 and C.O.P.S./Grant - \$900.00.

F. Approval of Claims for the period of July 23, 2008 through August 12, 2008. (*Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant City Financial Officer*)

Councilman Condit moved for the approval of the Consent Agenda. Seconded by Councilman Fiedler.

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

Councilman Condit asked if in item "B" Ms. Gilbertson would only be on the board for two months.

Mayor Priddle stated that the expiration should be in 2010.

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

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

NAY: None

Mayor Priddle declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

A. Approval of the Minutes from the July 22, 2008, Regular Meeting of the City Council. (*Cora Middleton, City Clerk*)

Councilman Fiedler moved to approve the minutes from the July 22, 2008, Regular Meeting of the City Council. The motion was seconded by Councilman Browne.

Before the vote, Councilman Mason explained that on page five Mayor Lewis needed to be changed to Mayor Priddle in the vote to adjourn the meeting.

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

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

NAY: None

Mayor Priddle declared the motion carried.

F. Approval of Claims for the period of July 23, 2008 through August 12, 2008. (*Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant City Financial Officer*) In the amounts of: General Fund - \$276,351.98; Nutrition -

\$843.13; SE Expo Ctr/Tourism Fund - \$12,614.99; Economic Development - \$282.50; CDBG Grants Fund - \$114.46 and Dedicated Sales Tax-MPWA - \$1,500.00.

Councilman Wilkinson moved for approval of the claims for the period of July 23, 2008 through August 12, 2008. The motion was seconded by Councilman Condit.

Before the vote, Councilman Mason commented that he had requested to review the contract with the Emergency Management and the Clerk had not been able to find a copy. He added that contracts could not be engaged for more than two (2) years according to the Council's prior decisions and the contract should be reviewed on a timely basis. He stated that he was requesting that the payment be tabled until the contract could be located and reviewed. Mayor Priddle seconded the motion.

Before the vote to table the payment, Mr. Roath stated that the Fire Department Chief had a copy of the contract and he would furnish copies to the Council.

There was a short discussion between Councilmen Fiedler and Mason concerning that the City Council did not have authority over the Emergency Management, that it was the responsibility of the Council to review all contracts and the need for the ordinance to be reviewed at the same time.

Mayor Priddle moved for approval of Claims for the period of July 23, 2008 through August 12, 2008 with the removal of the payment to the Emergency Management. The motion was seconded by Councilman Fiedler.

Before the vote, Councilman Browne asked about the payments on page nine (9) and ten (10) to the Warren Clinic.

Mr. Roath answered that they were physicals for the Fire Department.

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

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

Mayor Priddle declared the motion carried

SCHEDULED BUSINESS

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

Executive Summary

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

Councilman Condit moved for approval of RESOLUTION NO. 08-16, declaring support and endorsement for the formation of a county-wide Crimestoppers organization. The motion was seconded by Councilman Browne.

Before the vote, Mayor Priddle read the resolution. He then commented that he believed that this organization had been for the last thirty two years an effective aid in the fight against crime.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Condit moved for the approval of a Partnership Request by Eastern Oklahoma State College for the use of the Southeast EXPO Center for the College and Career Day scheduled for October 30, 2008. The motion was seconded by Councilman Wilkinson.

Before the vote, Councilman Mason asked if the City had received the completed application form that had been approved by the Council.

Mr. Roath answered that he believed that the information that was contained in the agenda packet was everything the City had received.

There was discussion among the Council concerning how far in advance these requests had been made, how if approved these requests would deplete the budgeted amount for partnering requests, amending the budget if necessary at a later time to increase amount available for partnering, not limiting the number of groups that might want to partner with the City, possibly advertising about the partnering opportunity during the next budget process and setting a deadline to apply, the success of the previous College and Career Day and possibly having a sub-committee of the Council to review and iron out the wrinkles in the partnering process and decide if the Council wanted to continue with this particular policy.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Wilkinson moved for approval of a Partnership Request by Italian Festival Committee for the use of the Southeast EXPO Center for the 39th Annual Festival scheduled for May 16 and 17, 2009. The motion was seconded by Councilman Browne.

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

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

NAY: Councilman Mason

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Condit moved to approve a Residential Planned Unit Development, known as the Brookhaven Addition, located at Douglas Avenue and Ten Springs Avenue, on a site of approximately 4.30 acres. The motion was seconded by Councilman Garvin.

Before the vote, Councilman Condit wanted to assure the concerned citizens in the area that these homes would follow the recommendations that had been made by the Planning Commission.

There was lengthy discussion between Councilman Condit, Councilman Mason, Mayor Priddle, Mr. Roath, George Marcangeli and Alan Martin regarding the cost of the homes, if they were to be sodded and landscaped, if there would be sprinklers installed, some of the complaints that had been voiced at the Planning Commission meeting, the fence that was to be constructed around the development, when the fence would be built, if there would be a problem in adhering to the stipulations, if all of the paperwork had been submitted and why Mr. Martin wanted to go with a PUD.

John Titsworth addressed the Council stating that he did not think that the Planning Commission had done due diligence when they recommended this PUD for approval.

Mayor Priddle restated that motion as follows: “Approve the Brookhaven Planned Unit Development with stipulations of (1) that the applicant build a fence on the Ten Springs side consisting of metal posts and cedar; (2) that there be a minimum of 1,800 square feet to each home built, and (3) that the homes be made of 100% masonry.

Councilman Mason moved to amend the motion to be adopting the concept and not the PUD, because the Council could not adopt the PUD until they had the final submittal of the drawings and plat.

Mayor Priddle asked if this was the same procedure that was required of everyone.

Councilman Mason commented that this was the same procedure.

Mr. Martin commented that this was not the same procedure.

There was further discussion among the Council and Mr. Martin concerning the PUD.

Mr. Roath suggested following the Mayor’s statement and allowing the City Attorney and himself to work on this matter. He commented that the idea of the PUD was to allow the Council flexibility.

Mayor Priddle commented that his concern was that they were not putting any restrictions on Mr. Martin. He then moved to table this item until the next meeting so the City Manager and the City Attorney could work with the Planning Commission on this item. Councilman Mason seconded the motion.

Before the vote, Councilman Garvin commented that Mr. Martin was planning to build nice homes and he did not understand the uproar that was going on.

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

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

NAY: Councilman Browne & Garvin

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Browne moved to open the Public Hearing to consider an Ordinance amending the General Zoning Ordinance No. 1843 by rezoning the North 78' of Lot 1, Block 491, in the City of McAlester, located at the corner of Kiowa Avenue and Seventh Street from R1-B (single family residential) to R-3 (multi-family residential). The motion was seconded by Councilman Condit and the vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Public Hearing was open.

There was no discussion and Councilman Browne moved to close the Public Hearing. The motion was seconded by Councilman Mason. The vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Public Hearing was closed.

ORDINANCE NO. 2295

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

Councilman Browne moved to approve **ORDINANCE NO, 2295**, seconded by Councilman Wilkinson.

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

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

Mayor Priddle declared the motion carried.

- 6. Hold a Public Hearing and consider, and act upon, an Ordinance amending Ordinance No. 2287, entitled Animals, Article II, Sections 10-32; 10-46 (h) and 10-48**

(1); creating a new Section 10-31.1; and providing an effective date. (*Jim Lyles, Chief-of-Police*)

Executive Summary

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

Councilman Condit moved to open the Public Hearing to consider an Ordinance amending Ordinance No. 2287, entitled Animals, Article II, Sections 10-32; 10-46 (h) and 10-48 (1); creating a new Section 10-31.1; and providing an effective date. The motion was seconded by Councilman Fiedler and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened.

There was no discussion, and Councilman Wilkinson moved to close the Public Hearing. The motion was seconded by Councilman Browne and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed.

ORDINANCE NO. 2296

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

Councilman Browne moved to approve **ORDINANCE NO. 2296**, seconded by Councilman Condit.

Before the vote, Councilman Mason commented that there was no Emergency Clause and the Ordinance would not go into effect for thirty days.

Mark Roath explained that was to allow time for a contract with another entity to possibly be approved.

There was discussion among the Council regarding contracting all animal control services and the length of time animals are held.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Wilkinson moved to open a Public Hearing to consider an Ordinance amending the Code of Ordinances, Chapter 102, Article I, Section 102-15, Use of Roller Skates, Skateboards, etc., on roadways and sidewalks; creating a new Section 102.15.1; and declaring an emergency. The motion was seconded by Councilman Condit and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried, and the Public Hearing was opened.

There was no discussion, and Councilman Condit moved to close the Public Hearing. The motion was seconded by Councilman Browne and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried, and the Public Hearing was closed.

ORDINANCE NO. 2297

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

Councilman Wilkinson moved to approve **ORDINANCE NO. 2297**, seconded by Councilman Condit.

Before the vote, Mr. Roath explained that there had been some minor changes with the numbering.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Condit moved to approve the EMERGENCY CLAUSE, seconded by Councilman Wilkinson.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Mason moved to authorizing the Mayor to execute contract related to economic development services for fiscal year 2008/2009, between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS), following submittal of said contract for review and acceptance by the MEDS Board of Directors. The motion was seconded by Councilman Condit.

Before the vote, Mayor Priddle explained that this was the same contract as last year with the same amount of funding. He added that it was the amount that was budgeted. He commented that MEDS had initially wanted an increase but the Cities' contingency was not enough to cover the increase.

There was discussion among the Council regarding the effective date of the contract, the value of the work that had been accomplished by MEDS, discussing the next contract earlier in the year and the concern that MEDS was getting the tools they needed.

Jim Mills addressed the Council stating that MEDS would do the best they could with what they were given.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Condit moved to authorize the Mayor to execute an agreement with Oklahomans for Independent Living. The motion was seconded by Councilman Mason.

Before the vote, Councilman Condit asked Mike Ward if the twenty four thousand dollar figure was basically the same as the last few years.

Mr. Ward stated that it was.

Mayor Priddle commented on how well O.I.L. managed their funding and services.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Wilkinson moved to authorize the Mayor to execute an Inter-Agency Agreement with the City of Krebs for dispatch services from July 1, 2008 to June 30, 2009, following execution of the Agreement by the Mayor for the City of Krebs. The motion was seconded by Councilman Browne.

Before the vote, Mayor Priddle asked if this was for the same amount as last year and if it was, was it sufficient for the services provided.

Police Chief Jim Lyles answered that the amount was the same and the services had not changed.

There was discussion among the Council regarding how the price had remained the same, the CPI had not been calculated into the price, the number of calls received each day and if this contract could be changed at future renewal.

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

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

NAY: Councilman Mason

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Fiedler moved to authorize the Mayor to execute an Inter-Agency Agreement with the Board of County Commissioners of Pittsburg County, Oklahoma for animal services, following execution of the Agreement by the Chairman of the Board of County Commissioners. The motion was seconded by Councilman Wilkinson.

Before the vote, the Mayor reminded the Council that an Ordinance had been amended to allow the City to do this. He commented that this would increase the amount of time to catch animals and save the City money. He added that the County would receive the funds from the licenses however that revenue loss is offset by the City literally closing its animal shelter.

Mr. Roath commented that one issue that may need to be addressed is if someone has purchased an animal license from the City they would not have to immediately purchase a license from the County.

Mayor Priddle stated that the licenses would be good for one year and at the end of the year a new license would need to be purchased from the County.

Councilman Browne asked about the availability of animal control on the weekends.

Chief Lyles stated that the days off were staggered so someone should be available during the day shift on the weekends.

Mayor Priddle stated that he would like the motion to be amended and the wording to be reviewed in number ten by the City Attorney, so those who have already purchased licenses are not required to purchase another license immediately from the County.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Browne moved to consider either reaffirming or terminating a Letter of Engagement with the accounting firm of Hulme, Rahhal, Henderson, Inc. for services related to performing an audit of the Schedule of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999, and 2002 Capital Improvement Bonds. The motion was seconded by Councilman Condit.

Before the vote, Mark Roath explained that earlier this year the Council had entered into an Engagement Letter with the current auditor to perform this service. We then received a letter from her on May 27th indicating that she would not be able to complete the audit due to the inability to obtain the information. He commented that the Council had several options they could consider. He stated that one, they continue with this auditor and ask them to modify their engagement to go back as far as the records are available; two, retain this auditor and have her go back as far as she could, then engage a second auditor to go back further and obtain records if they were available or the third option would be to engage a different auditor to do the same thing that the original auditor had been engaged to do. He stated that he was looking for some guidance from the Council. He didn't want this to continue to languish.

Mayor Priddle commented that it was disappointing that they could not find the information and he felt we need to move forward and either let her do what she could do or get someone else.

Councilman Browne asked for clarification of what Ms. Henderson had been asked to do.

Mr. Roath explained that Ms. Henderson had been engaged to review the bond issues related to the one penny and determine how the excess money was actually used. This would allow the Council an answer of how that money had been spent from 1992 until July 1997.

Councilman Browne then asked if they knew how it should have been spent.

Mr. Roath answered that they did not and they had received several opinions on that matter. He added that there was an item for the Council to consider later in the agenda, asking the City Attorney to furnish the Council an opinion.

There was discussion among the Council concerning the options that Mr. Roath had suggested, how the moneys had been spent, if this research could be done in-house and how much was the Council willing to spend to possibly get the same answer they already had.

Steve Harrison addressed the Council stating that he believed that the needed information was available through the Oklahoma Tax Commission. He suggested that the Council discuss with Crawford and Associates to see what they could do.

Mayor Priddle moved to terminate the Letter of Engagement with the accounting firm of Hulme, Rahhal, Henderson, Inc. for services related to performing an audit of the Schedule of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999, and 2002 Capital Improvement Bonds. The motion was seconded by Councilman Mason.

Before the vote, there was discussion between the Council and the City Attorney regarding Ms. Henderson's inability to complete the engagement, using a local firm and the advantages of possibly using Crawford and Associates.

Councilman Browne asked for clarification of the motion. If it was to terminate this agreement and authorize the City Manager to talk to other firms to see if this information is available.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

David Medley explained the contract for the Council and the steps taken to obtain the contract. He recommended that the Council approve the Contract.

There was discussion among the Council regarding the contract, how soon the work would begin, if there were any rain days built into it, the \$500.00 penalty if the contract was not completed in the specified time and any change orders would have to be approved by the Council.

Councilman Browne moved to authorizing the Mayor to execute a Contract with McGuire Brothers Construction, Inc., in the amount of \$136,911.00, for a water and sewer improvement project, following execution of the Contract by the contractor and review and approval by the City Attorney. The motion was seconded by Councilman Mason.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Wilkinson moved to authorizing the Mayor to execute an Addendum to an Airport Hangar Lease Agreement with the Oklahoma Department of Public Safety. The motion was seconded by Councilman Fiedler.

Before the vote, Mel Priddy explained that the lease amount had not been changed for several years.

There was discussion among the Council concerning the leases being compared to other cities and having the Airport Board reviewing the leases.

George Marcangeli informed the Council that the Airport Manager had conducted a study and the Airport Board had recommended raising the lease amounts. He added that the contract date had been missed last year and they could not change the amount.

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

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

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Wilkinson moved to RESOLUTION NO. 08-17, amending the Budget for Fiscal Year 2007/2008. The motion was seconded by Councilman Condit.

Before the vote, Mark Roath explained that this was the year end amendment for the 2007/2008 Budget. He added that Deanna Crawford had gone through the figures at his request.

There was discussion among the Council regarding the Emergency Reserve Fund and the monies that were dedicated to that fund.

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

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

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Condit moved to approve payment to Kirby Smith Machinery, Inc., in the amount of \$29,454.43, for repairs to a rental dozer at the McAlester Municipal Landfill. The motion was seconded by Councilman Fiedler.

Before the vote, George Marcangeli explained that this piece of equipment had been leased in 2007 and the agreement specified that any unusual maintenance or repairs for damage were the responsibility of the City. He commented that with the cost of the repairs they felt that this needed to be brought before the Council. He added that they had attempted to negotiate some of the expense with the company, but it was hard to get anyone to lease a dozer to the landfill.

There was discussion among the Council regarding the difficulty getting someone to lease equipment to the landfill and then keeping the equipment working properly.

Mayor Priddle commented that this speaks to an issue that the Council will have to address, either properly funding the landfill or considering alternatives for the landfill.

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

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

NAY: Councilman Browne

Mayor Priddle declared the motion carried.

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

Executive Summary

This agenda item relates to Crawford and Associates findings that certain expenditures were allowable to offset the amount identified in the BKD Study. More specifically, this agenda item relates to the City Council's desire to obtain an independent bond counsel's review of the Crawford and Associates findings—that is, in order to determine legally what amount is owed by the City; and thereafter, to adopt a formal repayment plan to commit the City to make said repayment. Note: The City Council, in good faith, allocated \$100,000 in this fiscal year to begin repaying the debt identified in the BKD Study.

Councilman Browne moved for consideration of the Crawford and Associates findings related to the City of McAlester Forensic Accounting Report issued by BKD, L.L.P on January 6, 2006. The motion was seconded by Councilman Mason.

Before the vote, Councilman Mason commented that he had a little problem with the executive summary. He did not feel that they stated that certain expenditures were allowable; they stated that certain expenditures possibly could qualify as allowable. He added that was something that a lawyer could determine.

Mr. Roath stated that Ms. Crawford had expressed that certain expenditures were allowable and she had requested that a legal opinion be obtained.

Councilman Mason commented that he had wanted this on the agenda to inform the new members of the Council and the new City Attorney of what the previous Council had requested.

He added that he thought the Council should allow the new City Attorney ample time to research this matter and come back with a recommendation of what course of action the City should take on this issue and the next agenda item.

Mayor Priddle commented that the Council has requested that the City Attorney review all of the legal matters for the City.

Mr. Roath stated that Mr. Ivester had worked diligently to obtain an opinion from Terry Hawkins and he had also spoken with the City attorney regarding this.

Mr. Ervin commented that he had a brief update. He had spoken with Terry Hawkins, the bond Council that Mr. Ivester had contacted for an opinion, and was informed that a letter explaining Mr. Hawkins' basis for his opinion had been sent to Mr. Ivester on August 7, 2008. Mr. Ervin stated that this was the third opinion that the City had received regarding this matter, one from the original bond council, Chris Byrum, one from Allen Brooks and then the latest from Mr. Hawkins. He commented that it was consistent with Mr. Brooks' opinion about the sales tax proceeds, but did not express any opinion in regard to the qualifying offsets related to the BKD audit. He added that they were still in the process of reviewing this. He stated that he had reviewed the ordinance and would be able to furnish a written opinion based on the information that was available before the next Council meeting. He commented that it would be independent of the previous opinions but would be consistent with them. He stated that a request had been made by Representative Renegars' office to the Attorney General for an opinion. He reminded the Council that these were all opinions, what was done about it is what would take time. He commented that the problem is not getting worse because the monies were now being segregated.

Mr. Roath commented that he was disappointed because it was his understanding that Mr. Ivester had been directed to obtain an opinion regarding the findings that Ms. Crawford had presented.

Mr. Ervin commented that Mr. Hawkins letter to Mr. Ivester explained his opinion. He then read the letter to the Council, "Dear Bob, As we discussed in our telephone conversation it is my recollection in our conference call held on May 22, 2008, with the McAlester City officials. It was my recommendation that the sales tax proceeds be used only for debt service. As a result, I would prefer not to state a view point in regard to past actions taken by City officials spending sales tax proceeds on other capital items. Please feel free to call if I can be of further help."

Mayor Priddle stated that the key things were, one, Mr. Mason was correct; we need to move forward on this. Two, we would rely on the City Attorney to sift through what he thought had happened and to try to come up with some options. He added that it was important that the City did the right thing.

Mr. Ervin stated that he would work closely with Mr. Roath in trying to formulate some options.

There was discussion among the Council regarding the exclusion of the original bond attorney and how long it would take the Attorney General to issue an opinion.

Mayor Priddle commented that he did not feel a vote needed to be taken on this item and that the next item followed along with it and no vote would need to be taken on it either. He added that the City Attorney was working on these items.

Steve Harrison addressed the Council commenting that these were two separate issues. One dealt with bond proceeds and the other dealt with sales tax proceeds. He then gave a brief explanation of the BKD report. He also read an excerpt from the BKD report.

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

Executive Summary

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

There was no discussion or vote on this item; it was included in the discussion of item 17.

NEW BUSINESS

None

CITY MANAGER'S REPORT

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

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Condit commented that school was back in session and reminded everyone to be careful in the school zones.

Councilman Browne thanked the Sanitation employees for the job they were doing. He also commented that Crimestoppers next meeting was scheduled for 6:00 P.M., August 21st.

Mayor Priddle stated that Cruise Night was scheduled for Saturday, September 27, 2008. He commented that all of the funds that night would be donated to a local organization. He reminded everyone of the Oklahoma State Prison Rodeo that would be going on this Friday and Saturday, August 15th and 16th.

RECESS COUNCIL MEETING

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

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 9:04 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 9:06 P.M.

Councilman Mason moved to recess the Regular Meeting for an Executive Session to discuss status of negotiations concerning employees and representatives of employee groups: IAFF and FOP, in accordance with Title 25, Sec. 307.B.2, and to discuss status of the City of McAlester v. Joyce Ramsey litigation, in accordance with Title 25, Sec. 307.B.4. The motion was seconded by Councilman Wilkinson.

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 9:07 P.M.

EXECUTIVE SESSION

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

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

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

The Regular Meeting was reconvened at 11:15 P.M. Mayor Priddle reported that the Council had gone into Executive Session for the purpose of discussing the status of negotiations concerning employees and representatives of employee groups: IAFF and FOP, in accordance with Title 25, Sec. 307.B.2, and discussing the status of the City of McAlester v. Joyce Ramsey litigation, in accordance with Title 25, Sec. 307.B.4. Only those matters were discussed by the Council and no action was taken. The Council returned to open session at 11:15 P.M., and this constituted the minutes of the Executive Session.

ADJOURNMENT

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 11:17 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

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



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

August 12, 2008

Mayor Kevin Priddle
P.O. Box 578
Municipal Building
McAlester, OK 74502

RECEIVED
8/14/08

Dear Mayor Priddle,

During the months of April, May, June, 2008, the Oklahomans for Independent Living provided transportation to 131 individuals. One hundred and two separate locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, voting sites, grocery stores, Wal-Mart, restaurants, and a variety of other sites. The total number of trips was 1,477.

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

Drivers	\$5,536
Fringe Benefits	1,249
Fuel	1,677
Maintenance	108
Insurance/fees	350
Occupancy/Phone/Supplies	<u>1,436</u>
	\$10,356

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 1,750 individuals each month. Information and referral on disability related issues was provided on 1,008 requests.

Advocacy both individual and systemic was provided on disability related issues that concern housing, environmental modifications, the Americans with Disabilities Act, employment, and program access. OIL is working with Accessible Spaces Inc. of St. Paul Minnesota to obtain HUD Section 811 funding to build a 15 unit accessible apartment complex in McAlester. The grant application has been submitted. OIL staff have served on the McAlester ADA Committee and have assisted in reviewing ADA activities.

Peer support activities included individual counseling and group activities. 83 individuals participated in 37 peer support and community integration activities.

Independent living skills training was provide to 24 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 28 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 97 individuals at risk of nursing home placement. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement. OIL assisted 1 individual in moving out of nursing homes back into the community.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Ward", is written over the typed name.

Mike Ward
Executive Director

Cc Mark Roath, City Manager

CLAIMS THRU JUNE 30, 2008

ACCOUNT: 03872 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-H00296	HUNTING SHACK					
		I-35807	01 -5321325	FIRING RANGE AMMO: FIRING RANGE	043199	5,507.10
1-L00159	LAW ENFORCEMENT ASSOCIA					
		I-0023586	01 -5321202	OPERATING SUP 90100 GRAFFITI CAMERA	043200	5,020.00
1-S00350	SIGNS BY JADE					
		I-07-21530	01 -5321202	OPERATING SUP DECAL / VEHICLE	043201	175.00
1-S00360	SIMPLEXGRINNELL					
		I-D66	01 -5321316	REPAIRS & MAI KBS1 DIGITAL KEYBOARD-	043202	725.00
				VENDOR SET 01 GENERAL FUND	TOTAL:	11,427.10

ACCOUNT: 03872 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00180 BEMAC SUPPLY						
		I-s01406525.001	02 -5974203	REPAIRS & MAI 4" VALVE AND PIPING FOR	043197	499.48
1-H00016 HD WATERWORKS						
		I-7426846	02 -5975211	WATER METERS 3" COMPOUND WATER METER	043198	1,767.00
		I-7426846	02 -5975211	WATER METERS 3" COMPOUND WATER METER	043198	2,951.00
			VENDOR SET 02	MPWA	TOTAL:	5,217.48
					REPORT GRAND TOTAL:	16,644.58

** 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 -5321202	OPERATING SUPPLIES	5,195.00	23,771	33.81		
	01 -5321316	REPAIRS & MAINTENANCE	725.00	5,669	0.00		
	01 -5321325	FIRING RANGE	5,507.10	8,964	0.00		
	02 -5974203	REPAIRS & MAINT SUPPLIES	499.48	50,000	6,851.53		
	02 -5975211	WATER METERS	4,718.00	18,600	25.42		
	** 2007-2008 YEAR TOTALS **		16,644.58				

NO ERRORS

** END OF REPORT **

**CLAIMS FROM AUG. 13, 2008
THRU
AUG. 26, 2008**

ACCKET: 03870 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00026 AT & T LONG DISTANCE						
		I-08-22075	01 -5215315	TELEPHONE UTI LONG DISTANCE BILL	043069	149.01
1-A00028 "A" PLUS LAWN SERVICE						
		I-08-22137	01 -5542308	CONTRACTED SE CONTRACT MOWING AT	043106	600.00
1-A00267 AIRGAS						
		I-106956152	01 -5542203	REPAIRS & MAI MONTHLY LEASE ON BOTTLES	043107	40.41
		I-106956152A	01 -5543203	REPAIRS & MAI MONTHLY LEASE ON BOTTLES	043107	77.62
1-A00747 AT&T						
		I-08-22072	01 -5215315	TELEPHONE UTI 91842318025801-ACCTS PAY	043070	1,107.55
1-A00751 ATWOODS						
		I-31113615	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	44.14
		I-31114058	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	6.98
		I-3114669	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	19.98
		I-3121355	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	167.25
		I-3122053	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	10.49
		I-3123431	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	44.94
		I-3124636	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	4.88
		I-3124885	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	59.72
		I-3153668	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	043108	25.47
1-A00770 AUTO PARTS CO						
		C-CMB20985	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	52.00-
		I-821272	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	169.00
		I-821274	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	61.49
		I-821354	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	122.74
		I-821370	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	38.42
		I-821391	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	261.53
		I-821397	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	8.33
		I-821431	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	66.62
		I-821432	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	21.23
		I-821467	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	12.34
		I-821482	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	35.38
		I-821556	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	75.95
		I-821654	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	12.77
		I-821673	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043109	117.03
		I-821716	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	93.44
		I-821732	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	17.79
		I-821764	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	117.87
		I-821803	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	159.60
.-B00110 BARRETT'S AUTO PRODUCTS						
		I-35234/35233	01 -5862203	REPAIRS & MAI TIRE SEALER FOR SHOP	043113	464.00
.-B00150 BEALES GOODYEAR TIRES						
		I-MC154765	01 -5862203	REPAIRS & MAI TIRES	043114	212.24

ACCKET: 03870 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00150	BEALES GOODYEAR TIRES		continued			
	I-MC154767	01	-5862203	REPAIRS & MAI TIRES	043114	389.12
	I-MC154768	01	-5862203	REPAIRS & MAI TIRES	043114	221.64
	I-MC154769	01	-5862203	REPAIRS & MAI TIRES	043114	117.96
	I-mc154763/mc154764	01	-5862203	REPAIRS & MAI 30 TIRES FOR POLICE CARS	043114	1,975.20
1-B00486	BRADELY RAY INMAN					
	I-08-22142	01	-5542308	CONTRACTED SE UMPIRE FEES - 13 GAMES	043116	260.00
1-B00490	BRIGGS PRINTING					
	I-R524273	01	-5210202	OPERATING SUP LETTERHEAD/ CM	043117	80.42
	I-R524273	01	-5212202	OPERATING SUP LETTERHEAD / CIC	043117	80.42
	I-R524273	01	-5213202	OPERATING SUP WINDOW ENVELOPES/ COURT	043117	70.50
	I-R524273	01	-5652202	OPERATING SUP LETTERHEAD/ENV. - CODES	043117	264.08
	I-R524273	01	-5653202	OPERATING SUP LETTERHEAD - PERSONNEL	043117	63.17
1-C00100	CLEET					
	I-08-22031	01	-5213336	FEES JULY 08	043119	3,725.48
1-C00320	CENTERPOINT ENERGY ARKL					
	I-08-22073	01	-5215314	GAS UTILITY 2345821-9 / 315 E KREBS	043071	13.30
	I-08-22073	01	-5215314	GAS UTILITY 6871293-4 / 1600 E COLLEG	043071	15.36
1-D00330	DEPT. OF PUBLIC SAFETY					
	I-04-2900954	01	-5321308	CONTRACTED SE TELETYPE RENTALS:	043122	350.00
1-D00785	DYNA SYSTEMS					
	I-20187494	01	-5862203	REPAIRS & MAI ELECTRICAL STOCK SUPPLIES	043124	762.37
1-E00219	ENGLISH JANITORIAL					
	I-16437	01	-5322202	OPERATING SUP DOG POUND: FOAM GUN,	043125	495.98
1-E00280	ESTES, INCORPORATED					
	I-482093	01	-5547206	MAJOR CHEMICA HERBICIDES FOR CEMETERY	043126	487.10
1-F00200	FLAMECO FIRE & SAFETY C					
	I-14313	01	-5431203	REPAIRS & MAI #20 ABC RECHARGE ON FIRE	043127	35.00
1-F00310	FRONTIER INTNL. TRUCKS					
	I-744166	01	-5862203	REPAIRS & MAI PULLEY, BOLTS, CLUTCH	043128	1,266.26
1-G00260	GEORGE HALIBURTON					
	I-430903	01	-5652318	ABATEMENTS CONTRACT MOWING & CLEAN	043130	850.76
1-G00285	GERALD'S TRUCK SERVICE					
	I-3987	01	-5862203	REPAIRS & MAI DEISEL- INJESTOR PUMP	043131	1,824.90
1-G00310	GIB'S TRANSMISSION, INC					
	I-1223	01	-5862203	REPAIRS & MAI REBUILD TRANSMISSION P-71	043132	1,850.00

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
L-G00310	GIB'S TRANSMISSION, INC		continued			
		I-1227	01 -5862203	REPAIRS & MAI REBUILD 4 SPD AUTO TRANS	043132	1,850.00
L-G00490	GRISSOM IMPLEMENT INC					
		I-43814	01 -5862203	REPAIRS & MAI WINDOW FOR PARKS TRACTOR	043134	85.00
		I-43816	01 -5862203	REPAIRS & MAI DIP STICK FOR PARKS TRUCK	043134	18.49
L-H00020	H L'S PAWN SHOP					
		I-08-21947	01 -5431207	CLOTHING ALLO BOOT LACES FOR COLT SANDE	043135	51.98
L-H00290	HUMPHREY PLUMBING, INC.					
		I-6462	01 -5548203	REPAIRS & MAI PARTS FOR A/C UNIT AT	043137	295.00
I-I00066	I/O SOLUTIONS, INC.					
		I-C20874A	01 -5324202	OPERATING SUP 18 DISPATCHER TESTS	043138	163.00
I-I00110	IMPRESS OFFICE SUPPLY					
		I-025799	01 -5321202	OPERATING SUP BLANKET FOR MISC. SUPPLIE	043139	51.99
		I-025825	01 -5101202	OPERATING SUP INV#025825 - BUSINESS	043139	10.68
I-I00140	INDIAN NATION WHOLESALE					
		C-CM782050	01 -5542203	REPAIRS & MAI OPEN PO FOR JANITORIAL	043140	44.70-
		I-4703463	01 -5548203	REPAIRS & MAI 2CS 12" TOILET PAPER 36.5	043140	77.50
		I-4703463	01 -5548203	REPAIRS & MAI 2CS CENTER PULL 28.75	043140	57.50
		I-4703463	01 -5548203	REPAIRS & MAI 2CS 33 GL TRASH BAGS 25.2	043140	50.40
		I-4703463	01 -5548203	REPAIRS & MAI 1 HOUSEHOLD TOILET PAPER	043140	57.80
		I-4703463	01 -5548203	REPAIRS & MAI PINE CLEANER	043140	25.20
		I-4703463	01 -5548203	REPAIRS & MAI SHIPPING	043140	6.78
		I-4707118	01 -5548203	REPAIRS & MAI 6 CENTER PULL TOWELS	043140	179.18
		I-4707127	01 -5542203	REPAIRS & MAI OPEN PO FOR JANITORIAL	043140	399.13
I-J00435	JORDAN CARRIS AGENCY					
		I-08-22026	01 -5321202	OPERATING SUP NOTARY BOND: TERRI	043142	30.00
I-K00135	KENNY BARNES					
		I-08-22140	01 -5542308	CONTRACTED SE UMPIRE FEES - 7 GAMES	043143	140.00
I-K00190	KEYSTONE EQUIPMENT CO.					
		I-37220	01 -5862203	REPAIRS & MAI STARTER FOR PARKS BACKHOE	043144	508.57
I-K00210	KIAMICHI ELECTRIC COOP.					
		I-08-22076	01 -5215313	ELECTRIC UTIL ELECT. FOR HEREFORD	043073	607.73
I-K00232	KIEFER					
		I-001225533	01 -5543202	OPERATING SUP OPEN PO FOR POOL CHEMICAL	043145	107.96
		I-001237276	01 -5543202	OPERATING SUP OPEN PO FOR POOL CHEMICAL	043145	380.00
I-L00266	LEONA PLYMATE					
		I-08-22141	01 -5542308	CONTRACTED SE UMPIRE FEES - 8 GAMES	043146	160.00

ACKET: 03870 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-L00428 LOWE'S CREDIT SERVICES						
		I-06581	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043147	38.30
		I-07036	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043147	82.52
		I-07995	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043147	33.24
		I-09823	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043147	82.41
		I-09835	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043147	69.47
		I-S2571SI1	01 -5431204	SMALL TOOLS AC UNIT	043147	349.00
1-M00340 MEM RESOURCES INC.						
		I-125a10097836	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN. FEE	043150	52.50
		I-125a10097836	01 -5653348	DRUG TESTING FLEX MONTHLY MAINT. FEE	043150	52.50
1-M00470 MILLER BROS. ENTERPRISE						
		I-35784-01	01 -5542203	REPAIRS & MAI CEILING TILES FOR STIPE	043151	105.60
1-M00480 MILLER GLASS						
		I-7262	01 -5542316	REPAIRS & MAI EMERGENCY PO TO REPLACE	043152	142.67
1-M00570 MOORE MEDICAL CORP.						
		I-95321757RI	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	043153	552.25
1-MC0140 MCALESTER PAINT & SUPPL						
		I-018169	01 -5542203	REPAIRS & MAI PAINT TO PAINT PARADE	043154	216.18
1-N00250 MCALESTER NEWS CAPITAL						
		I-july2008	01 -5653317	ADVERTISING & POLICE DISPATCHER 4 DAYS	043155	187.20
		I-july2008	01 -5653317	ADVERTISING & REFUSE DRIVER 2 DAYS	043155	103.20
		I-july2008	01 -5653317	ADVERTISING & REFUSE OPERATER 2 DAYS	043155	103.20
.-000075 O'REILLY AUTO PARTS						
		I-0230-475871	01 -5862204	SMALL TOOLS 2 BATTERY CHARGES FOR	043156	259.98
.-000240 OKLA. CORPORATION COMM.						
		I-6104834-	01 -5862205	PETROLEUM PRO WEST ST - 6104834	043157	50.00
		I-6107608-	01 -5862205	PETROLEUM PRO AIRPORT - 6107608	043157	50.00
		I-6110493-	01 -5862205	PETROLEUM PRO WTP - 6110493	043157	25.00
.-000520 OIL-OK INDEPENDENT LIVI						
		I-JULY & AUG	01 -5215355	OIL-OK FOR IN MONTHLY AGREEMENT FEE	043161	4,000.00
.-000560 OMCCA						
		I-08-21990	01 -5213330	DUES & SUBSCR FEB 15 (KARLA CONF) 2008	043162	35.00
-000595 OSBI						
		I-08-22030	01 -5213336	FEEES AFIS	043164	2,019.98
		I-08-22030	01 -5213336	FEEES FORCS	043164	1,952.25
-P00042 PACIFIC TELEMAGEMENT						
		I-56688	01 -5215315	TELEPHONE UTI STIPE CENTER PAY PHONE	043165	90.00

ACKET: 03870 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00133 PATROL TECHNOLOGY						
		I-5651	01 -5431207	CLOTHING ALLO UNIFORMS	043166	171.00
		I-5687	01 -5431207	CLOTHING ALLO UNIFORMS	043166	250.00
		I-5688	01 -5431207	CLOTHING ALLO UNIFORMS	043166	110.00
		I-5689	01 -5431207	CLOTHING ALLO UNIFORMS	043166	150.00
		I-5692	01 -5431207	CLOTHING ALLO UNIFORMS	043166	187.00
		I-5699	01 -5431207	CLOTHING ALLO UNIFORMS	043166	186.50
		I-5700	01 -5431207	CLOTHING ALLO UNIFORMS	043166	205.00
		I-5702	01 -5431207	CLOTHING ALLO UNIFORMS	043166	113.00
		I-5705	01 -5431207	CLOTHING ALLO UNIFORMS	043166	200.00
		I-5707	01 -5431207	CLOTHING ALLO UNIFORMS	043166	153.50
		I-5709	01 -5431207	CLOTHING ALLO UNIFORMS	043166	130.00
		I-5711	01 -5431207	CLOTHING ALLO UNIFORMS	043166	113.00
1-P00406 POLK DIRECTORIES						
		I-83411326	01 -5212317	ADVERTISING & POLK DIRECTORIES	043167	474.00
		I-83411326	01 -5213202	OPERATING SUP POLK DIRECTORIES	043167	237.00
		I-83411326	01 -5321202	OPERATING SUP POLK DIRECTORIES	043167	474.00
		I-83411326	01 -5652202	OPERATING SUP POLK DIRECTORIES	043167	237.00
1-P00412 PONTOTOC TECHNOLOGY CNT						
		I-9-367	01 -5324331	EMPLOYEE TRAV 8-11-08 / 8-13-08 TRAININ	043168	195.00
1-P00560 PUBLIC SERVICE/AEP						
		I-08-22071	01 -5215313	ELECTRIC UTIL 95287592018 - GENERAL	043074	19,134.18
		I-08-22074	01 -5215313	ELECTRIC UTIL 95630770212-302 E FILLMOR	043074	1,305.19
		I-08-22074	01 -5215313	ELECTRIC UTIL 95722742806-225 W COMANCH	043074	267.87
		I-08-22074	01 -5215313	ELECTRIC UTIL 95205457302-1699 E CARL A	043074	29.05
		I-08-22074	01 -5215313	ELECTRIC UTIL 95235582004-LIBRARY	043074	6,325.18
		I-08-22074	01 -5215313	ELECTRIC UTIL 95792346108-STREET LIGHTS	043074	14,718.55
		I-08-22074	01 -5215313	ELECTRIC UTIL 95084541358-303 W SPRINGE	043074	0.45
		I-08-22074	01 -5215313	ELECTRIC UTIL 95692191224-301 W JEFFERS	043074	120.83
		I-08-22074	01 -5215313	ELECTRIC UTIL 95242258705-PD/NARC	043074	214.95
1-Q00051 QUINTON BLAND						
		I-08-22139	01 -5542308	CONTRACTED SE UMPIRE GAMES - 4 GAMES	043170	80.00
.-R00090 RAM INC						
		I-09043	01 -5862205	PETROLEUM PRO 2000 GAL NO-LEAD / PW	043171	6,734.00
		I-09043	01 -5862205	PETROLEUM PRO 2000 GAL DIESEL / PW	043171	8,998.80
		I-09054	01 -5862205	PETROLEUM PRO 800 GAL DEISEL FOR PARKS	043171	3,066.39
		I-09082	01 -5862205	PETROLEUM PRO 800 GAL DIESEL FOR CEMETR	043171	2,806.80
.-R00210 RED RIVER SPECIALIST, I						
		I-223717	01 -5542206	MAJOR CHEMICA 50 GAL OF ROUND-UP FOR	043172	1,647.50
.-S00180 SECRETARY OF STATE-NOTA						
		I-08-22024	01 -5321202	OPERATING SUP RENEWAL NOTARY COMMISSION	043173	20.00
		I-08-22025	01 -5321202	OPERATING SUP NOTSRY FILING FEE: TERRI	043174	10.00

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00133 PATROL TECHNOLOGY						
		I-5651	01 -5431207	CLOTHING ALLO UNIFORMS	043166	171.00
		I-5687	01 -5431207	CLOTHING ALLO UNIFORMS	043166	250.00
		I-5688	01 -5431207	CLOTHING ALLO UNIFORMS	043166	110.00
		I-5689	01 -5431207	CLOTHING ALLO UNIFORMS	043166	150.00
		I-5692	01 -5431207	CLOTHING ALLO UNIFORMS	043166	187.00
		I-5699	01 -5431207	CLOTHING ALLO UNIFORMS	043166	186.50
		I-5700	01 -5431207	CLOTHING ALLO UNIFORMS	043166	205.00
		I-5702	01 -5431207	CLOTHING ALLO UNIFORMS	043166	113.00
		I-5705	01 -5431207	CLOTHING ALLO UNIFORMS	043166	200.00
		I-5707	01 -5431207	CLOTHING ALLO UNIFORMS	043166	153.50
		I-5709	01 -5431207	CLOTHING ALLO UNIFORMS	043166	130.00
		I-5711	01 -5431207	CLOTHING ALLO UNIFORMS	043166	113.00
1-P00406 POLK DIRECTORIES						
		I-83411326	01 -5212317	ADVERTISING & POLK DIRECTORIES	043167	474.00
		I-83411326	01 -5213202	OPERATING SUP POLK DIRECTORIES	043167	237.00
		I-83411326	01 -5321202	OPERATING SUP POLK DIRECTORIES	043167	474.00
		I-83411326	01 -5652202	OPERATING SUP POLK DIRECTORIES	043167	237.00
1-P00412 PONTOTOC TECHNOLOGY CNT						
		I-9-367	01 -5324331	EMPLOYEE TRAV 8-11-08 / 8-13-08 TRAININ	043168	195.00
1-P00560 PUBLIC SERVICE/AEP						
		I-08-22071	01 -5215313	ELECTRIC UTIL 95287592018 - GENERAL	043074	19,134.18
		I-08-22074	01 -5215313	ELECTRIC UTIL 95630770212-302 E FILLMOR	043074	1,305.19
		I-08-22074	01 -5215313	ELECTRIC UTIL 95722742806-225 W COMANCH	043074	267.87
		I-08-22074	01 -5215313	ELECTRIC UTIL 95205457302-1699 E CARL A	043074	29.05
		I-08-22074	01 -5215313	ELECTRIC UTIL 95235582004-LIBRARY	043074	6,325.18
		I-08-22074	01 -5215313	ELECTRIC UTIL 95792346108-STREET LIGHTS	043074	14,718.55
		I-08-22074	01 -5215313	ELECTRIC UTIL 95084541358-303 W SPRINGE	043074	0.45
		I-08-22074	01 -5215313	ELECTRIC UTIL 95692191224-301 W JEFFERS	043074	120.83
		I-08-22074	01 -5215313	ELECTRIC UTIL 95242258705-PD/NARC	043074	214.95
1-Q00051 QUINTON BLAND						
		I-08-22139	01 -5542308	CONTRACTED SE UMPIRE GAMES - 4 GAMES	043170	80.00
.-R00090 RAM INC						
		I-09043	01 -5862205	PETROLEUM PRO 2000 GAL NO-LEAD / PW	043171	6,734.00
		I-09043	01 -5862205	PETROLEUM PRO 2000 GAL DIESEL / PW	043171	8,998.80
		I-09054	01 -5862205	PETROLEUM PRO 800 GAL DEISEL FOR PARKS	043171	3,066.39
		I-09082	01 -5862205	PETROLEUM PRO 800 GAL DIESEL FOR CEMETR	043171	2,806.80
.-R00210 RED RIVER SPECIALIST, I						
		I-223717	01 -5542206	MAJOR CHEMICA 50 GAL OF ROUND-UP FOR	043172	1,647.50
.-S00180 SECRETARY OF STATE-NOTA						
		I-08-22024	01 -5321202	OPERATING SUP RENEWAL NOTARY COMMISSION	043173	20.00
		I-08-22025	01 -5321202	OPERATING SUP NOTSRY FILING FEE: TERRI	043174	10.00

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-S00190	SECURITY SYS. & ENG. IN					
		I-24547	01 -5547203	REPAIRS & MAI LABOR AND MATERIALS TO	043175	388.00
1-S00234	SHARE CORPORATION					
		I-667478	01 -5862203	REPAIRS & MAI BRAKE CLEANER, PUMP	043176	768.00
1-S00540	SOUTHWEST CONST CODES C					
		I-08-22144	01 -5652331	EMPLOYEE TRAV DENNIS LALLI	043178	45.00
		I-08-22144	01 -5652331	EMPLOYEE TRAV CHARLEY GILBERTSON	043178	45.00
		I-08-22144	01 -5652331	EMPLOYEE TRAV LEONARD HOWARD	043178	45.00
1-S00725	STAPLES CREDIT PLAN					
		I-28268	01 -5542202	OPERATING SUP OPEN PO FOR NEW FAX/	043179	254.75
		I-29370	01 -5542202	OPERATING SUP OPEN PO FOR NEW FAX/	043179	165.48
		I-35361	01 -5542202	OPERATING SUP OPEN PO FOR NEW FAX/	043179	61.05
		I-8010244777	01 -5320202	OPERATING EXP 5 PK 8 1/2 X 11 LETTER	043179	159.95
1-T00058	BIZTEL					
		I-3149	01 -5211202	OPERATING SUP MOVE ATTENDANT CONSOLE	043181	91.67
		I-3149	01 -5652202	OPERATING SUP MOVE ATTENDANT CONSOLE	043181	91.67
1-T00313	TRACE ANALYTICS INC.					
		I-C08-3427	01 -5431203	REPAIRS & MAI REPAIRS TO AIR CHECK KIT	043182	6.00
		I-C08-3644	01 -5431203	REPAIRS & MAI REPAIRS TO AIR CHECK KIT	043182	610.00
		I-C08-4159	01 -5431203	REPAIRS & MAI REPAIRS TO AIR CHECK KIT	043182	106.00
1-T00370	TIPPIT INSURANCE					
		I-27125	01 -5215322	INSURANCE/BON COURT CLERK BOND RENEWAL	043183	100.00
		I-27151	01 -5215322	INSURANCE/BON GEN. FUND PORTION OF COST	043183	24,558.10
1-T00540	TREATS SOLUTIONS INC					
		I-099680-00	01 -5542202	OPERATING SUP TRASH BAGS FOR PARKS AND	043184	868.40
1-T00554	TRI-TECH INC					
		I-46908	01 -5321202	OPERATING SUP FINGER PRINT PADS-PI-30	043185	69.95
		I-46908	01 -5321202	OPERATING SUP PAD TTI-RL (2)	043185	39.90
		I-46908	01 -5321202	OPERATING SUP SHIPPING	043185	13.50
1-T00630	TWIN CITIES READY MIX					
		I-22121	01 -5547203	REPAIRS & MAI CONCRETE BOXES FOR NEW	043187	250.00
		I-22121A	01 -5547203	REPAIRS & MAI ADDITIONAL CONCRETE USED	043187	92.00
1-W00073	WARREN CLINIC					
		I-158259-220467-A224	01 -5431305	PHYSICALS PHYSICALS: 3 @ 520.00 EAC	043191	1,560.00
1-W00270	WHITE ELECTRICAL SUPPLY					
		I-222883	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043194	99.33
		I-222956	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043194	299.63
		I-222966	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043194	9.64

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-W00270	WHITE ELECTRICAL SUPPLY		continued			
		I-223436	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043194	67.04
1-X00020	XEROX CORP-MAJOR ACCOUN					
		I-034027426	01 -5652202	OPERATING SUP LEASE COST PER COPY PLAN	043195	277.78
1-Z00010	ZEE MEDICAL INK					
		I-0021757411	01 -5862202	OPERATING SUP FIRST AID SUPPLIES	043196	38.75
		I-0021757426	01 -5212202	OPERATING SUP FIRST AID SUPPLIES	043196	82.30
			VENDOR SET 01	GENERAL FUND	TOTAL:	135,824.50

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00747	AT&T					
		I-08-22072	02 -5267315	TELEPHONE UTI 91842393004101-CITY HALL	043070	3,558.72
1-A00770	AUTO PARTS CO					
		I-821734	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	23.89
		I-821886	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	140.67
		I-821887	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	95.94
		I-821924	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	75.54
		I-821925	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	154.31
		I-821960	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	39.24
		I-821996	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	205.94
		I-822002	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	40.80
		I-822008	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043110	125.29
		I-822068	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043111	37.90
		I-822152	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043111	18.20
		I-822155	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043111	237.81
		I-822318	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043111	74.98
		I-822320	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043111	35.04
		I-822341	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043111	163.65
		I-822427	02 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043111	53.47
L-B00103	BANK SUPPLIES					
		I-0822100900	02 -5216202	OPERATING SUP COIN COUNTER / SORTER	043112	155.95
		I-0822100900	02 -5216202	OPERATING SUP SHIPPING	043112	14.49
L-B00110	BARRETT'S AUTO PRODUCTS					
		I-35234/35233	02 -5866204	SMALL TOOLS LEATHER GLOVES & JERSEY	043113	201.60
L-B00150	BEALES GOODYEAR TIRES					
		I-mc154763/mc154764	02 -5862203	REPAIRS & MAI 20 TIRE FOR SAN TRUCK	043114	5,942.20
L-B00490	BRIGGS PRINTING					
		I-54008	02 -5871202	OPERATING SUP PUBLIC EDUCATION BROCHURE	043117	196.50
		I-R524273	02 -5871202	OPERATING SUP LETTERHEAD/ENV.- ENGINEER	043117	136.91
.-B00491	BRENTAG SOUTHWEST					
		I-BSW093311	02 -5974206	MAJOR CHEMICA CAUSTIC SODA	043118	7,657.20
.-C00669	CONTINENTAL RESEARCH CO					
		I-298926-CRC-1	02 -5973203	REPAIRS & MAI LIFT STATION WEED CONTROL	043120	426.00
.-D00540	DOLESE BROTHERS					
		I-42159	02 -5975334	SEWER MAIN RE UTILITY BRICKS FOR	043123	1,590.00
.-D00785	DYNA SYSTEMS					
		I-316573	02 -5216202	OPERATING SUP LABEL WRITER 400	043124	109.90
		I-316573	02 -5216202	OPERATING SUP ADDRESS LABELS	043124	14.50
		I-316573	02 -5216202	OPERATING SUP SHIPPING	043124	6.41

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-F00251	FORT COBB FUEL AUTHORIT					
		I-08-22077	02 -5267314	GAS UTILITY GAS USED @ HEREFORD	043072	32.56
1-F00310	FRONTIER INTNL. TRUCKS					
		I-743904	02 -5862203	REPAIRS & MAI DRIVE LINE FOR SW-5	043128	1,507.68
1-G00462	GREEN COUNTRY TESTING,					
		I-T29918	02 -5864327	SUB TITLE D E LANDFILL MONITORING WELLS	043133	1,930.00
1-H00040	HACH CHEMICAL					
		I-5851393	02 -5974206	MAJOR CHEMICA CHEMICALS TO RUN TESTS	043136	1,201.26
1-I00110	IMPRESS OFFICE SUPPLY					
		I-025786	02 -5864202	OPERATING SUP TICKETS FOR LANDFILL	043139	709.40
		I-025857	02 -5974317	ADVERTISING & 7000 COPIES OF WATER REPA	043139	230.10
		I-08-21971	02 -5216202	OPERATING SUP DESKTOP KEYBOARD DRAWERS	043139	349.75
		I-08-21971	02 -5216202	OPERATING SUP DURABLE INDEX TABS 6	043139	39.00
		I-08-21971	02 -5216202	OPERATING SUP UNIVERSAL STAPLES	043139	27.30
		I-08-21971	02 -5216202	OPERATING SUP STEEL HANGING DRAWER FRAM	043139	12.93
		I-08-21971	02 -5216202	OPERATING SUP LETTER HANGING FOLDERS	043139	104.16
		I-08-21971	02 -5216202	OPERATING SUP YELLO SHARPIE ACCENT 3	043139	35.64
		I-08-21971	02 -5216202	OPERATING SUP STEEL DEPOSIT TICKET HOLD	043139	78.72
1-000295	OKLA. FLOODPLAIN MGMT.A					
		I-1031	02 -5871331	EMPLOYEE TRAV 2008 OFMA ANNUAL	043158	305.00
.-000412	OKLA. STATE BD. FOR P.E					
		I-DAVID MEDLEY	02 -5972202	OPERATING SUP RENEWAL FEE ON LICENSE	043160	150.00
		I-PE11242	02 -5871331	EMPLOYEE TRAV PROFESSIONAL ENGINEERING	043160	150.00
.-000589	ORIENTAL TRADING CO.					
		I-626180673-01	02 -5871202	OPERATING SUP PUBLIC OUTREACH SUPPLIES	043163	200.47
.-P00406	POLK DIRECTORIES					
		I-83411326	02 -5216202	OPERATING SUP POLK DIRECTORIES	043167	237.00
		I-83411326	02 -5866202	OPERATING SUP POLK DIRECTORIES	043167	237.00
		I-83411326	02 -5871202	OPERATING SUP POLK DIRECTORIES	043167	237.00
		I-83411326	02 -5972202	OPERATING SUP POLK DIRECTORIES	043167	237.00
.-P00560	PUBLIC SERVICE/AEP					
		I-08-22074	02 -5267313	ELECTRIC UTIL 95043496827- MPWA	043074	54,862.75
-R00600	RURAL WATER DISTRICT #1					
		I-08-22078	02 -5267316	WATER UTILITY WATER @ LANDFILL	043075	86.79
-S00234	SHARE CORPORATION					
		I-668596	02 -5973203	REPAIRS & MAI DEGREASER FOR WEST PLANT	043176	177.33
		I-668597	02 -5974203	REPAIRS & MAI DEGREASER FOR LIFT STATIO	043176	510.68

ACKET: 03870 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-S00250	SHERATON MIDWEST CITY H					
		I-8708	02 -5871331	EMPLOYEE TRAV OFMA CONF. - 2 NIGHT STAY	043177	162.00
1-S00730	STAR RELOADING					
		I-448669	02 -5216202	OPERATING SUP DESK CHAIR WITH LUMBAR	043180	99.99
		I-448669	02 -5216202	OPERATING SUP 45" X 53" FLOOR MAT	043180	59.99
		I-448669	02 -5216202	OPERATING SUP SUPPLIES	043180	9.99
1-T00058	BIZTEL					
		I-3149	02 -5972202	OPERATING SUP MOVE ATTENDANT CONSOLE	043181	91.66
1-T00370	TIPPIT INSURANCE					
		I-27151	02 -5267322	INSURANCE MPWA PORTION OF COST	043183	26,446.54
1-T00605	TULSA CITY-COUNTY					
		I-AUG 08	02 -5974304	LAB TESTING COLIFORM TESTING FOR 6	043186	456.00
1-T00630	TWIN CITIES READY MIX					
		I-21883	02 -5975333	WATER MAIN CO CONCRETE FOR REPAIRS ON	043187	855.00
		I-22501	02 -5975333	WATER MAIN CO CONCRETE FOR REPAIRS ON	043187	1,111.50
.-U00053	UTILITY SUPPLY					
		I-033694	02 -5975316	REPAIRS & MAI SUPPLIES FOR REPAIRS	043188	58.00
		I-033695	02 -5975316	REPAIRS & MAI SUPPLIES FOR REPAIRS	043188	218.00
		I-033696	02 -5975316	REPAIRS & MAI SUPPLIES FOR REPAIRS	043188	38.63
		I-034089	02 -5975316	REPAIRS & MAI MAINTENANCE SUPPLY	043188	81.45
		I-034429	02 -5975209	UTILITY MAINT METER NIPPLES FOR REPAIRS	043188	1,020.00
		I-034431	02 -5975316	REPAIRS & MAI MAINTENANCE SUPPLY	043188	322.97
		I-034432	02 -5975316	REPAIRS & MAI MAINTENANCE SUPPLY	043188	99.00
		I-034433	02 -5975316	REPAIRS & MAI MAINTENANCE SUPPLY	043188	3.40
		I-034445	02 -5975316	REPAIRS & MAI SUPPLIES FOR REPAIRS	043188	217.06
-U00056	UTP					
		I-02572	02 -5862203	REPAIRS & MAI RADIATOR FOR 710C BACKHOE	043189	335.00
-U00128	UNITED PACKAGING & SHIP					
		I-08-22064	02 -5973203	REPAIRS & MAI WWT PLANT	043190	311.29
		I-08-22064	02 -5974203	REPAIRS & MAI WTP - PLANT	043190	205.97
-W00130	WATER PRODUCTS					
		I-0720420-IN	02 -5975209	UTILITY MAINT 6" DRESSER COUPLING &	043192	603.48
-W00250	WHEELER METALS					
		I-386274	02 -5973316	REPAIRS & MAI METAL FOR EAST PLANT PUMP	043193	1,998.52
-W00270	WHITE ELECTRICAL SUPPLY					
		I-223833	02 -5974203	REPAIRS & MAI ELECTRICAL SUPPLY'S FOR	043194	497.90
				VENDOR SET 02 MPWA	TOTAL:	120,485.91

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 03 AIRPORT AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00560	PUBLIC SERVICE/AEP					
		I-08-22071	03 -5876313	ELECTRIC UTIL 95291700219-AIRPORT	043074	1,187.37
1-Q00017	QUALITY JANITORIAL SUPP					
		I-002879	03 -5876203	REPAIRS & MAI YEARLY SUPPLY OF	043169	887.75
1-T00370	TIPPIT INSURANCE					
		I-27151	03 -5876322	INSURANCE/BON AIRPORT PORTION OF COST	043183	29,158.36
				VENDOR SET 03 AIRPORT AUTHORITY	TOTAL:	31,233.48

PACKET: 03870 Regular Payments

VENDOR SET: 01

UND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00560	PUBLIC SERVICE/AEP	I-08-22074	05 -5218313	ELECTRIC UTIL 95244019006-PARKING AUTH	043074	174.22
			VENDOR SET 05	PARKING AUTHORITY	TOTAL:	174.22

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 08 NUTRITION

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00223	BETH GERA					
		I-08-22106	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043115	265.41
1-D00213	DEBBIE COMPTON					
		I-08-22107	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043121	274.02
1-G00220	GENE CARR					
		I-08-22108	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043129	160.88
			VENDOR SET 08	NUTRITION	TOTAL:	700.31

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 16 REVOLVING EVIDENCE

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-M00187	MAVERICK MACHINE & WELD					
		I-08-22069	16 -5323202	OPERATING SUP REPAIR THE TURNING TARGET	043148	9,000.00
				VENDOR SET 16 REVOLVING EVIDENCE	TOTAL:	9,000.00

ACKET: 03870 Regular Payments

ENDOR SET: 01

UND : 28 SE EXPO CTR/TOURISM FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-J00110	JACKIE BRANNON CORR. CT	I-F162 8/11/08	28 -5654308	CONTRACT SERV INMATE LABOR 2 MONTHS	043141	167.32
1-MC0140	MCALESTER PAINT & SUPPL	I-018301	28 -5654203	REPAIR & MAIN WALL PAINT & SEALER	043154	335.63
1-O00345	OKLA. DEPT. OF LABOR	I-8/11/08	28 -5654316	REPAIRS & MAI BOILER INSPECTION	043159	25.00
1-P00560	PUBLIC SERVICE/AEP	I-08-22071	28 -5654313	ELECTRIC UTIL 95297190423 - EXPO	043074	7,187.83
1-S00190	SECURITY SYS. & ENG. IN	I-24466	28 -5654316	REPAIRS & MAI ALARM MONITORING SERVICE	043175	45.00
		I-24525	28 -5654316	REPAIRS & MAI SERVICE CALL TO REPROGRAM	043175	65.00
1-T00370	TIPPIT INSURANCE	I-27151	28 -5654322	INSURANCE EXPO PORTION OF COST	043183	500.00
VENDOR SET 28 SE EXPO CTR/TOURISM FUND TOTAL:						8,325.78

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 29 E-911

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00747	AT&T	I-08-22072	29 -5324315	TELEPHONE UTI 91842391113250- E911	043070	2,112.05
				VENDOR SET 29 E-911	TOTAL:	2,112.05

ACCOUNT: 03870 Regular Payments

ENDOR SET: 01

UND : 30 ECONOMIC DEVELOPMENT

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-M00270	MEDS					
		I-JULY & AUG	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE CONTRACT	043149	25,000.00
				VENDOR SET 30 ECONOMIC DEVELOPMENT	TOTAL:	25,000.00
					REPORT GRAND TOTAL:	332,856.25

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
008-2009	01 -5101202	OPERATING SUPPLIES	10.68	2,000	1,619.84		
	01 -5210202	OPERATING SUPPLIES	80.42	5,500	5,356.08		
	01 -5211202	OPERATING SUPPLIES	91.67	6,050	5,444.83		
	01 -5212202	OPERATING SUPPLIES	162.72	2,400	2,023.78		
	01 -5212317	ADVERTISING & PRINTING	474.00	5,000	2,562.80		
	01 -5213202	OPERATING SUPPLIES	307.50	3,000	2,197.25		
	01 -5213330	DUES & SUBSCRIPTIONS	35.00	800	765.00		
	01 -5213336	FEES	7,697.71	122,000	107,038.75		
	01 -5215313	ELECTRIC UTILITY	42,723.98	409,500	325,770.02		
	01 -5215314	GAS UTILITY	28.66	15,000	14,401.18		
	01 -5215315	TELEPHONE UTILITY	1,346.56	71,628	63,206.14		
	01 -5215322	INSURANCE/BONDS	24,658.10	261,176	173,369.99		
	01 -5215355	OIL-OK FOR INDEPENDENT LIV	4,000.00	24,000	0.00		
	01 -5320202	OPERATING EXPENSE	159.95	5,000	4,367.59		
	01 -5321202	OPERATING SUPPLIES	709.34	15,000	11,996.07		
	01 -5321308	CONTRACTED SERVICES	350.00	20,683	17,106.86		
	01 -5322202	OPERATING SUPPLIES	495.98	4,000	3,466.52		
	01 -5324202	OPERATING SUPPLIES	163.00	4,000	3,837.00		
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	195.00	500	305.00		
	01 -5431202	OPERATING SUPPLIES	552.25	27,500	23,640.12		
	01 -5431203	REPAIRS & MAINT SUPPLIES	757.00	18,000	16,901.20		
	01 -5431204	SMALL TOOLS	349.00	5,000	3,452.00		
	01 -5431207	CLOTHING ALLOWANCE	2,020.98	16,125	12,072.32		
	01 -5431305	PHYSICALS	1,560.00	12,000	2,120.00		
	01 -5542202	OPERATING SUPPLIES	1,349.68	48,000	43,161.16		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,100.47	26,000	20,240.55		
	01 -5542206	MAJOR CHEMICALS	1,647.50	21,000	18,172.00		
	01 -5542308	CONTRACTED SERVICES	1,240.00	25,000	17,549.38		
	01 -5542316	REPAIRS & MAINTENANCE	142.67	20,000	17,825.67		
	01 -5543202	OPERATING SUPPLIES	487.96	10,500	7,390.31		
	01 -5543203	REPAIRS & MAINT SUPPLIES	77.62	5,000	3,877.94		
	01 -5547203	REPAIRS & MAINT SUPPLIES	730.00	10,000	5,947.15		
	01 -5547206	MAJOR CHEMICALS	487.10	2,300	1,812.90		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,530.94	40,000	28,677.90		
	01 -5652202	OPERATING SUPPLIES	870.53	5,200	3,411.98		
	01 -5652318	ABATEMENTS	850.76	15,000	11,716.17		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	135.00	500	365.00		
	01 -5653202	OPERATING SUPPLIES	63.17	2,500	1,948.33		
	01 -5653317	ADVERTISING & PRINTING	393.60	4,000	3,407.85		
	01 -5653348	DRUG TESTING & MISC. FEES	105.00	8,000	6,931.50		
	01 -5862202	OPERATING SUPPLIES	38.75	2,000	1,561.25		
	01 -5862203	REPAIRS & MAINT SUPPLIES	13,653.28	170,670	149,967.83		
	01 -5862204	SMALL TOOLS	259.98	5,000	3,940.02		
	01 -5862205	PETROLEUM PRODUCTS	21,730.99	435,000	364,520.62		
	02 -5216202	OPERATING SUPPLIES	1,355.72	16,490	6,109.86		

** 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	-5267313	ELECTRIC UTILITY	54,862.75	549,824	447,999.89		
02	-5267314	GAS UTILITY	32.56	9,000	8,600.70		
02	-5267315	TELEPHONE UTILITY	3,558.72	35,000	27,607.02		
02	-5267316	WATER UTILITY	86.79	3,500	1,603.85		
02	-5267322	INSURANCE	26,446.54	122,375	63,805.18		
02	-5862203	REPAIRS & MAINT SUPPLIES	9,307.55	239,000	186,706.62		
02	-5864202	OPERATING SUPPLIES	709.40	2,500	1,790.60		
02	-5864327	SUB TITLE D EXPENSE	1,930.00	300,000	290,053.29		
02	-5866202	OPERATING SUPPLIES	237.00	2,000	1,136.04		
02	-5866204	SMALL TOOLS	201.60	2,000	1,798.40		
02	-5871202	OPERATING SUPPLIES	770.88	6,000	4,180.14		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	617.00	1,750	1,133.00		
02	-5972202	OPERATING SUPPLIES	478.66	2,000	745.39		
02	-5973203	REPAIRS & MAINT SUPPLIES	914.62	57,500	54,364.31		
02	-5973316	REPAIRS & MAINTENANCE	1,998.52	65,000	56,660.50		
02	-5974203	REPAIRS & MAINT SUPPLIES	1,214.55	40,000	41,553.33		
02	-5974206	MAJOR CHEMICALS	8,858.46	300,000	206,001.54		
02	-5974304	LAB TESTING	456.00	31,000	9,950.30		
02	-5974317	ADVERTISING & PRINTING	230.10	4,000	3,769.90		
02	-5975209	UTILITY MAINTENANCE SUPP.	1,623.48	30,000	26,923.52		
02	-5975316	REPAIRS & MAINTENANCE	1,038.51	6,000	694.26		
02	-5975333	WATER MAIN CONST.	1,966.50	20,000	14,296.75		
02	-5975334	SEWER MAIN REPAIR	1,590.00	10,000	8,410.00		
03	-5876203	REPAIRS & MAINT SUPPLIES	887.75	3,000	2,092.60		
03	-5876313	ELECTRIC UTILITY	1,187.37	11,824	9,571.70		
03	-5876322	INSURANCE/BONDS	29,158.36	35,000	3,050.76		
05	-5218313	ELECTRIC UTILITY	174.22	4,560	4,202.18		
08	-5549308	CONTRACT SERVICES	700.31	14,000	11,322.06		
16	-5323202	OPERATING SUPPLIES	9,000.00	50,000	29,341.00		
28	-5654203	REPAIR & MAINT SUPPLIES	335.63	16,000	10,020.25		
28	-5654308	CONTRACT SERVICES	167.32	3,000	2,350.82		
28	-5654313	ELECTRIC UTILITY	7,187.83	60,000	46,041.97		
28	-5654316	REPAIRS & MAINTENANCE	135.00	12,000	11,865.00		
28	-5654322	INSURANCE	500.00	5,600	588.80		
29	-5324315	TELEPHONE UTILITY	2,112.05	23,000	18,779.76		
30	-5211360	MC ECONOMIC DEVELOPMENT	25,000.00	150,000	0.00		
** 2008-2009 YEAR TOTALS **			332,856.25				

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 1
Department: Planning and Community Development
Prepared By: Jamie Jo Benson Account Code: _____
Date Prepared: July 28, 2008 Budgeted Amount: _____
Exhibits: Ten

Subject

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

Recommendation

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

Discussion

The Planning Commission met on July 15, 2008 and held a public hearing on the Brookhaven Addition Residential Planned Unit Development. Mr. Alan Martin, applicant, stated that he planned to construct 18 homes of 1,800 square feet or larger. He further stated that the yards would have sod and be landscaped. After discussing the issue, the Planning Commission made a motion to approve the PUD request with the following stipulations— (1) that the applicant build a fence on the Ten Springs side consisting of metal posts and cedar; (2) that there be a minimum of 1,800 square foot of living space in each home, and (3) that the homes be made of one hundred (100%) percent masonry. AYE: Emmons, Kanard, Lewis, McNally, Otis and Way. NAY: Bolinger. Motion carried 6-1.

At the August 12th regular meeting, the City Council tabled the PUD request until the applicant could furnish additional information. At that time, he was encouraged to meet with the City Attorney and City Manager to review the City's PUD requirements, which he did. Note: Subsequently, the applicant verbally informed a member of the Planning and Community Development Department that he did not intend to pursue his PUD request; however, he has not submitted a letter withdrawing said request as of this date.

Approved By

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

STAFF REPORT

APPLICANT: Brookhaven Addition

STATUS OF APPLICANT: Owner

REQUESTED ACTION: Residential Plan Unit Development (PUD)

LOCATION: Douglas Avenue & Ten Springs Avenue

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

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

SIZE: 4.30 ACRES

EXISTING LAND USE: VACANT

ANALYSIS

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

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

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

CONCLUSION

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

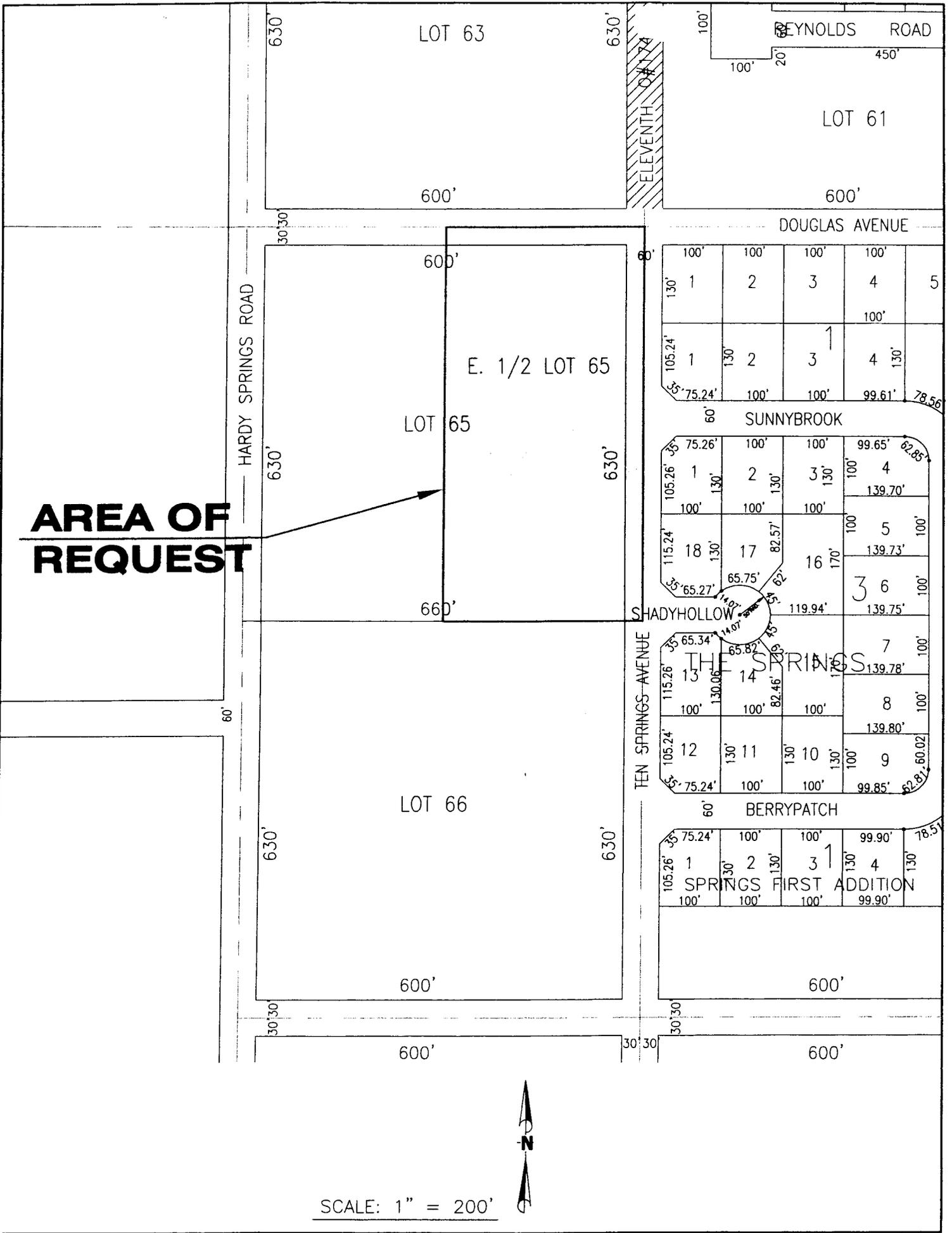
RECOMMENDATION

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

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

ATTACHMENTS

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



AREA OF REQUEST

HARDY SPRINGS ROAD

60'

630'

LOT 63

600'

630'

ELEVENTH CH 74

REYNOLDS ROAD

LOT 61

600'

DOUGLAS AVENUE

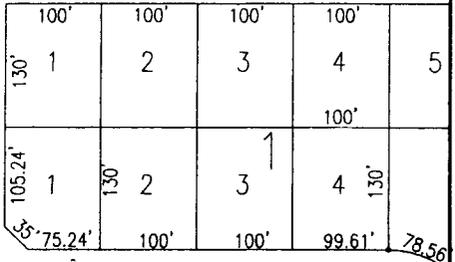
600'

E. 1/2 LOT 65

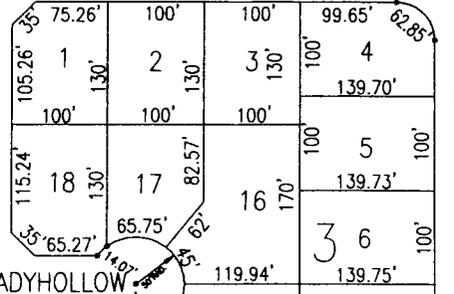
LOT 65

630'

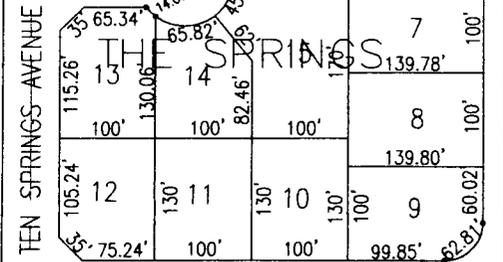
660'



SUNNYBROOK

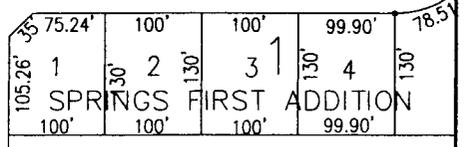


SHADYHOLLOW



TEN SPRINGS AVENUE

BERRYPATCH



SPRINGS FIRST ADDITION

LOT 66

630'

630'

600'

600'

30'30"

30'30"

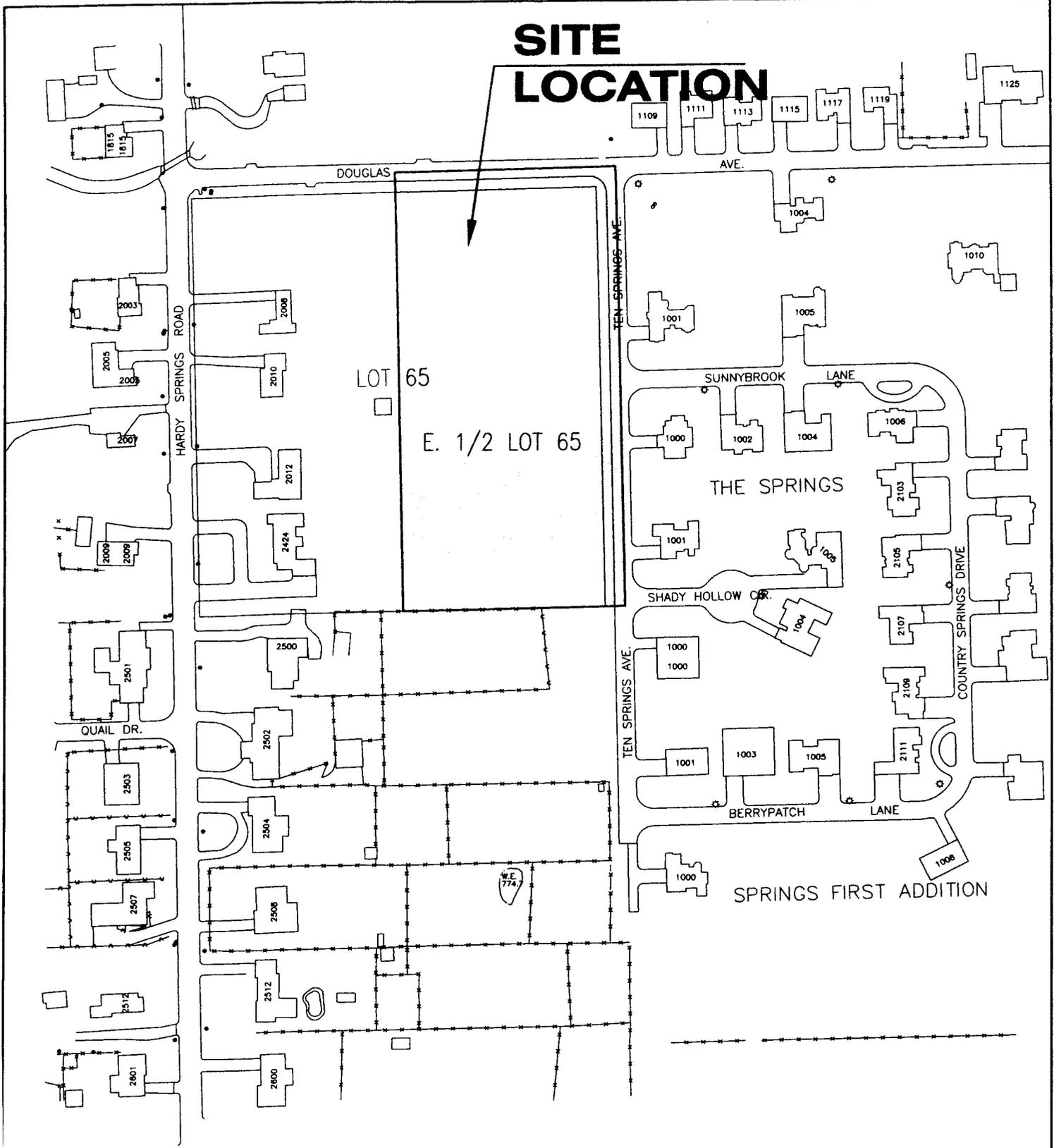
600'

600'

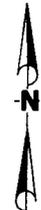


SCALE: 1" = 200'

SITE LOCATION

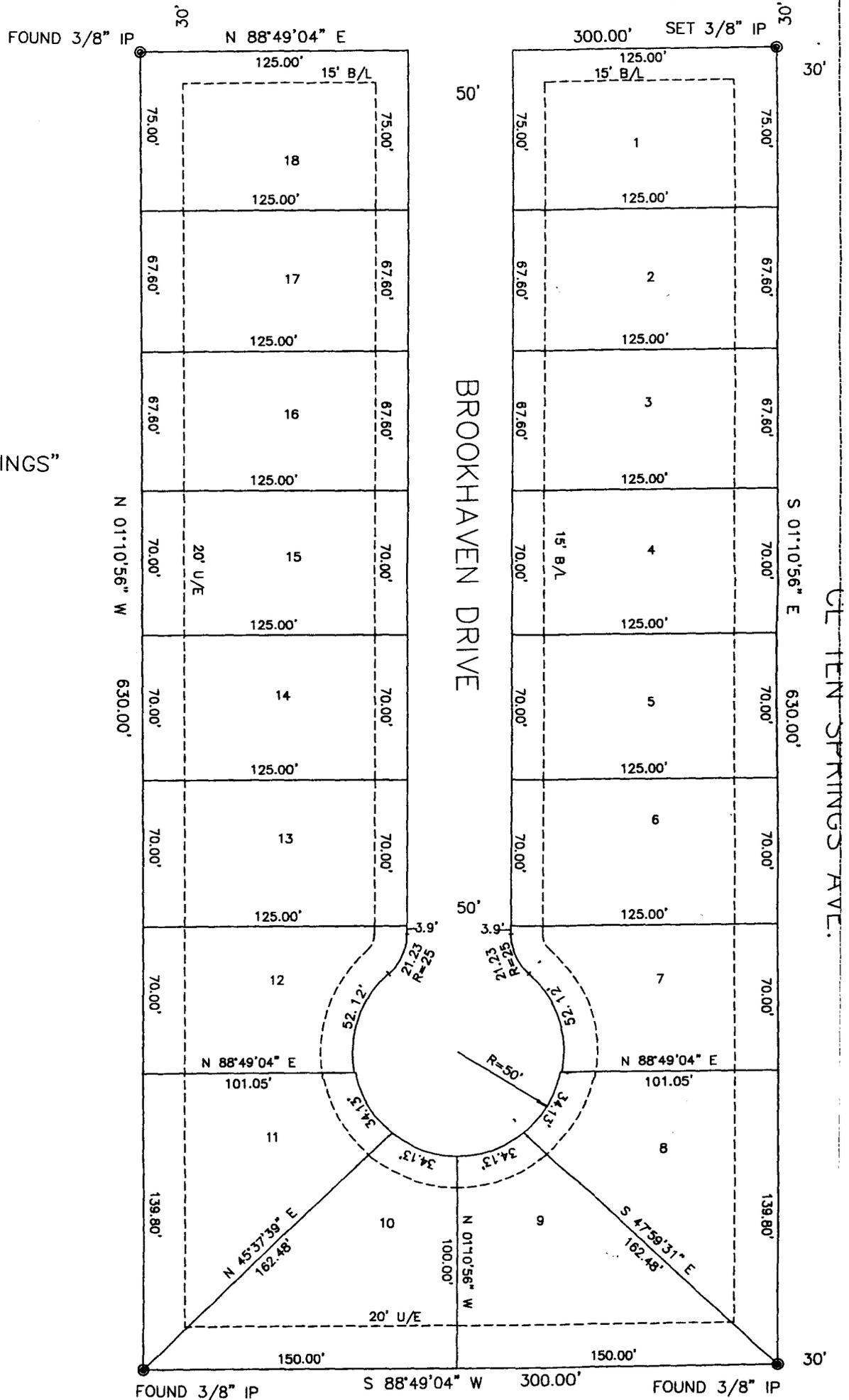


SCALE: 1" = 200'





CL DOUGLAS AVE



SCALE 1" = 50'

BEARINGS TAKEN FROM PLAT OF "THE SPRINGS"

MINIMUM SETBACKS

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

PREPARED BY ENGINEER, FINAL PLAT

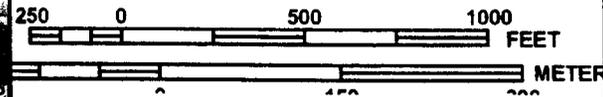
DATE: 3/1/11

Brookhaven Site

248000m E



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM
 NFIP

PANEL 0011D

FIRM

FLOOD INSURANCE RATE MAP

CITY OF
MCALESTER,
OKLAHOMA
PITTSBURG COUNTY

PANEL 11 OF 13

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MCALESTER CITY OF	400170	0011	D

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



MAP NUMBER
4001700011D
MAP REVISED
OCTOBER 19, 2005

Federal Emergency Management Agency

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



- ▶ [search by design features](#)
- ▶ [Explore Collections](#)
- ▶ [browse ARCHITECTURAL STYLES](#)
- ▶ [view top house plans](#)
- ▶ [view New house Plans](#)
- ▶ [construction financing](#)

[sign-in](#)
[Register](#)

Phone ID: 200-5

MODIFICATION QUICKQUOTE

REGULAR PRICE \$50

[NEW - EDITOR'S BLOG](#)

Plan Details

PLAN# 124-119

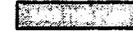
starting at \$575

ORDER THIS PLAN

Order an Instant Cost-To-Build Report

Order a Plan Modification QuickQuote

[EMAIL A QUESTION](#)



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

Available Foundations:
Crawlspace

If Your Foundation Preference Is Not Available, Please [Contact Us](#).

[other plans by this designer](#)

TOOLS

- [add to custom catalog](#)
- [printer friendly](#)
- [share this plan](#)
- [back to plan search](#)



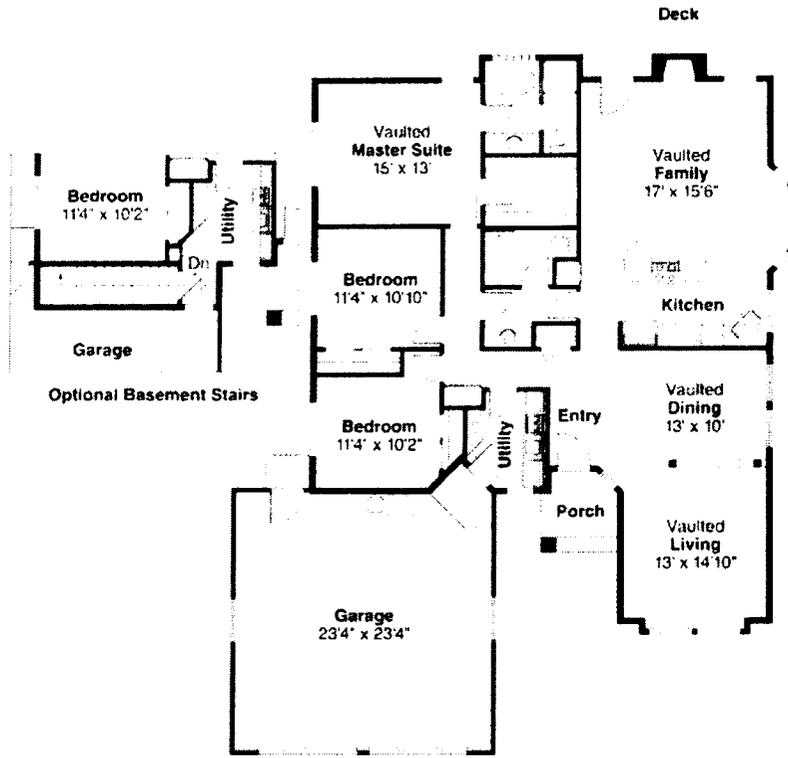
[Floor Plans](#) [More Plan Information](#) [Pricing](#) [What's Included](#)

Floor Plans



Main Level

all images copyrighted by designer



ADVICE AND ORDERING
1-888-705-1300
MONDAY-FRIDAY
6AM-6PM PST

HOW TO BE A PARTNER

SEARCH BY PLAN NUMBER



[HOUSEPLANS HOME](#) : [CONTACT US](#) : [LEGAL/PRIVACY](#)
©2008 HOUSEPLANS, LLC RIGHTS RESERVED



- ▶ search by design features
- ▶ [Explore Collections](#)
- ▶ browse ARCHITECTURAL STYLES
- ▶ view top house plans
- ▶ view New house Plans
- ▶ construction financing

[sign-in](#)
[Register](#)

Phone ID: 200-5

MODIFICATION QUICKQUOTE

REGULAR PRICE \$50

[NEW - EDITOR'S BLOG](#)

Plan Details

PLAN# 67-796

starting at \$825



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

Available Foundations:
Basement

If Your Foundation Preference Is Not Available, Please [Contact Us](#).

[other plans by this designer](#)

TOOLS

- [add to custom catalog](#)
- [printer friendly](#)
- [share this plan](#)
- [back to plan search](#)

ORDER THIS PLAN

Order an Instant Cost-To-Build Report

Order a Plan Modification QuickQuote

[EMAIL A QUESTION](#)



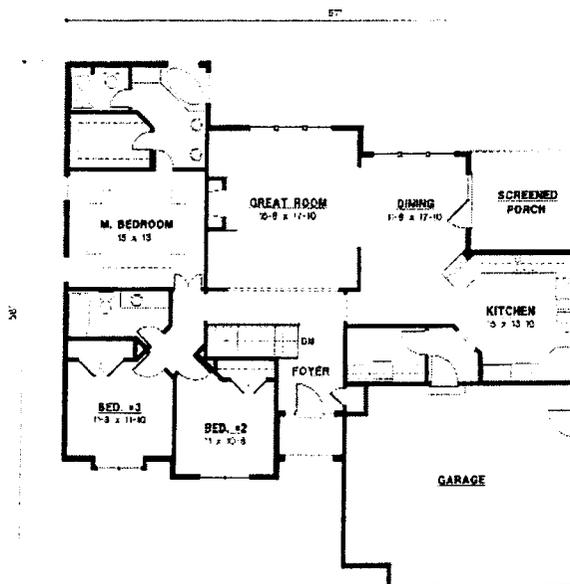
- [Floor Plans](#)
- [More Plan Information](#)
- [Pricing](#)
- [What's Included](#)

Floor Plans



Main Level

all images copyrighted by designer





- › search by design features
- › [Explore Collections](#)
- › [browse ARCHITECTURAL STYLES](#)
- › [view top house plans](#)
- › [view New house Plans](#)
- › [construction financing](#)

[sign-in](#)
[Register](#)

Phone ID: 200-5

MODIFICATION QUICKQUOTE

REGULAR PRICE \$50

[NEW - EDITOR'S BLOG](#)

Plan Details

PLAN# 138-128

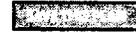
starting at \$625

ORDER THIS PLAN

Order an Instant Cost-To-Build Report

Order a Plan Modification QuickQuote

[EMAIL A QUESTION](#)



Square Feet	1976
Bedrooms	3
Baths	1.5
Garage Stalls	1
Levels	1
Width	68'
Depth	47'

Available Foundations:
Basement

If Your Foundation Preference Is Not Available, Please [Contact Us](#).

[other plans by this designer](#)

TOOLS

- [add to custom catalog](#)
- [printer friendly](#)
- [share this plan](#)
- [back to plan search](#)



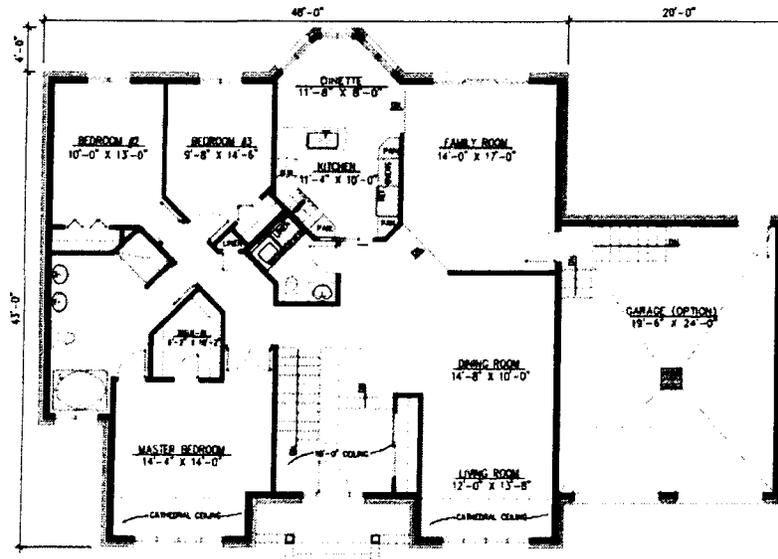
- [Floor Plans](#)
- [More Plan Information](#)
- [Pricing](#)
- [What's Included](#)

Floor Plans

This Plan

Main Level

all images copyrighted by designer





ORDERING by SEARCH BY PLAN NUMBER

Explore Collections

browse ARCHITECTURAL

STYLES

view top house plans

NEW New house Plans

construction financing

HOUSEPLANS HOME : CONTACT US : LEGAL/PRIVACY

©2008 HOUSEPLANS, LLC RIGHTS RESERVED

sign-in

Register

Phone ID: 200-5

MODIFICATION QUICKQUOTE

REGULAR PRICE \$50

NEW - EDITOR'S BLOG

Plan Details

PLAN# 124-332

starting at \$575



Order an Instant Cost-To-Build Report

Order a Plan Modification QuickQuote

EMAIL A QUESTION



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

Available Foundations:
Crawlspace

If Your Foundation Preference Is Not Available, Please Contact Us.

other plans by this designer

TOOLS

- add to custom catalog
- printer friendly
- share this plan
- back to plan search

Floor Plans More Plan Information Pricing What's Included

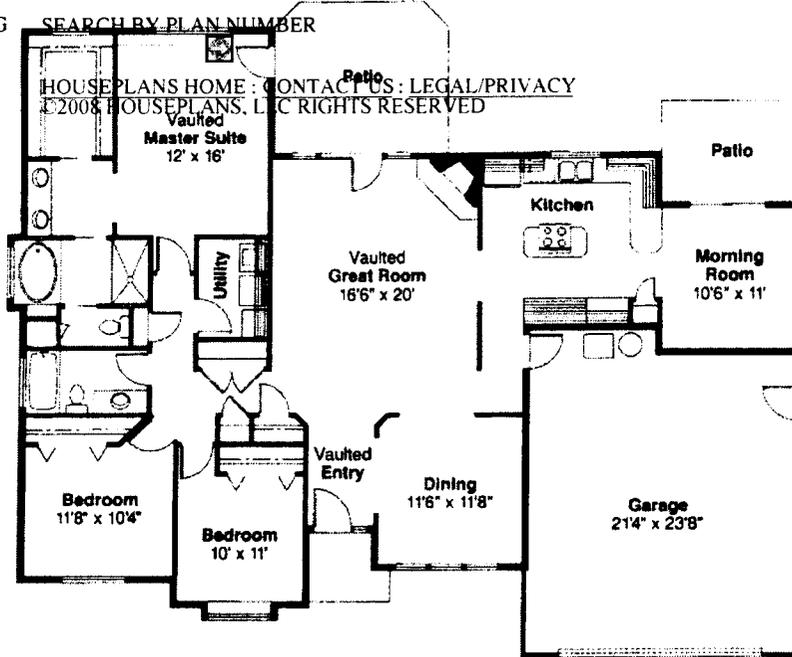
Floor Plans

Main Level

all images copyrighted by designer



ADVICE AND ORDERING
1-888-705-1300
MONDAY-FRIDAY
6AM-6PM PST
HOW TO BE A PARTNER



ADVICE AND ORDERING
1-888-705-1300
MONDAY-FRIDAY
6AM-6PM PST
HOW TO BE A PARTNER

SEARCH BY PLAN NUMBER

HOUSEPLANS HOME : CONTACT US : LEGAL/PRIVACY
©2008 HOUSEPLANS, LLC RIGHTS RESERVED



- ▶ [search by design features](#)
- ▶ [Explore Collections](#)
- ▶ [browse ARCHITECTURAL STYLES](#)
- ▶ [view top house plans](#)
- ▶ [view New house Plans](#)
- ▶ [construction financing](#)

[sign-in](#)
[Register](#)

Phone ID: 200-5

MODIFICATION QUICKQUOTE

REGULAR PRICE \$30

[NEW - EDITOR'S BLOG](#)

Plan Details

PLAN# 124-248

starting at \$575

ORDER THE PLAN

Order an Instant Cost-To-Build Report

Order a Plan Modification QuickQuote

[EMAIL A QUESTION](#)



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

Available Foundations:
 Slab

If Your Foundation Preference Is Not Available, Please [Contact Us](#).

[other plans by this designer](#)

TOOLS

- [add to custom catalog](#)
- [printer friendly](#)
- [share this plan](#)
- [back to plan search](#)



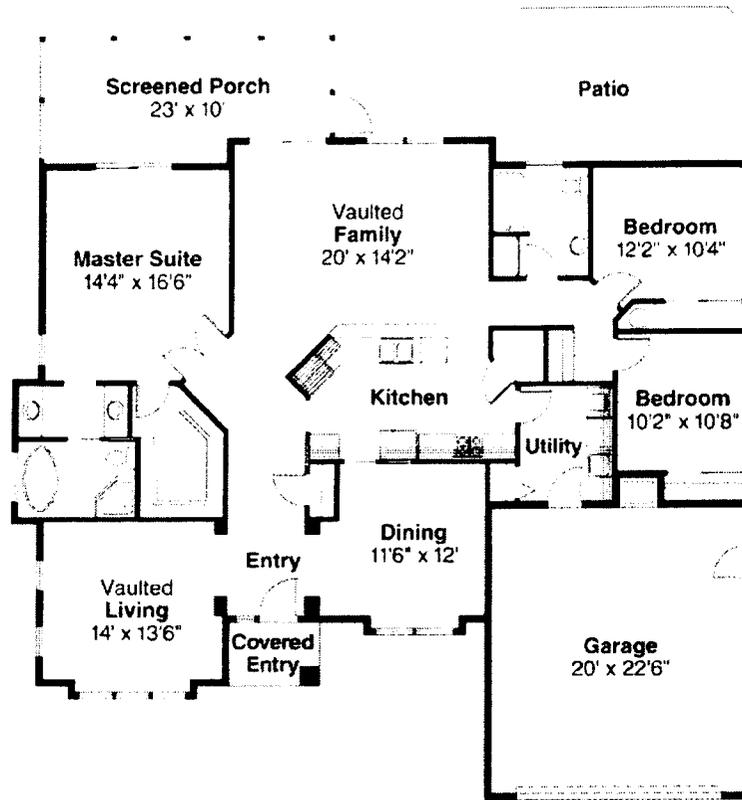
- [Floor Plans](#)
- [More Plan Information](#)
- [Pricing](#)
- [What's Included](#)

Floor Plans



Main Level

all images copyrighted by designer



ADVICE AND ORDERING
1-888-705-1300
MONDAY-FRIDAY
6AM-6PM PST

HOW TO BE A PARTNER

SEARCH BY PLAN NUMBER

HOUSEPLANS HOME : CONTACT US : LEGAL/PRIVACY
©2008 HOUSEPLANS, LLC RIGHTS RESERVED



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 2
Department: Council
Prepared By: Sam Mason Account Code: _____
Date Prepared: August 14, 2008 Budgeted Amount: _____
Exhibits: Two

Subject

Hold a Public Hearing and consider, and act upon, an Ordinance establishing Section 2-166 of the McAlester City Codes concerning membership, terms, credentials and qualifications of the Audit and Finance Advisory Committee; and declaring an emergency.

Recommendation

Motion to approve an Ordinance establishing a new Section 2-166 of the McAlester City Codes.

Discussion

Mr. Sam Mason submitted the attached ordinance, which he explains in his head note.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/14/08</u>

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SECTION 2-166 OF THE McALESTER CITY CODES CONCERNING MEMBERSHIP, TERMS, CREDENTIALS AND QUALIFICATIONS OF THE AUDIT AND FINANCE ADVISORY COMMITTEE; AND DECLARING AN EMERGENCY.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McALESTER, OKLAHOMA, that

SECTION 1: Section 2-166 of the McAlester Code of Ordinances is hereby established to read as follows:

Section 2-166. Membership, Terms, Credentials and Qualifications of the Audit and Finance Advisory Committee.

The Audit and Finance Advisory Committee shall consist of up to seven members. There shall be four Citizen Members. The Mayor may appoint himself and up to two other Council members to serve on the Committee.

Citizen Members must either be residents of the City of McAlester or their place of employment must be located within the City of McAlester. Elected officials of the City of McAlester and employees of the City of McAlester are ineligible for citizen membership.

All of the Citizen Members of the Committee shall be financially literate and at least one Citizen Member shall be a financial expert. Financial literacy is the ability to understand fundamental financial information and statements. A financial expert is someone who has an understanding of generally accepted accounting principals and financial statements, experience in applying such principles, experience in preparing, auditing, analyzing or evaluating financial information, experience with internal controls and procedures for financial reporting, or an understanding of the audit committee function.

Citizen Members shall serve for a term of two years, after which they shall be eligible for reappointment for an additional two-year term. Citizen Members having served two consecutive terms are ineligible for reappointment for a period of one year. To provide for continuity, terms shall be staggered where practical.

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 this act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ____ day of August, 2008.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

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

William J. Ervin, City Attorney

RECEIVED
AUG 14 2008

Mark,

I request the following ordinance item be placed on Regular Council Meeting agenda August 26, 2008. It is requested that it be for discussion and possible action in accordance with McAlester City Charter, Section 2.12 and 2.13, under compliance with Section 5.14 (a) and (b).

Thanks, Sam Mason, Councilman, Ward 6.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SECTION 2-166 OF THE McALESTER CITY CODES CONCERNING MEMBERSHIP, TERMS, CREDENTIALS AND QUALIFICATIONS OF THE AUDIT AND FINANCE ADVISORY COMMITTEE.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McALESTER, OKLAHOMA, that

SECTION 1: Section 2-166 of the McAlester Code of Ordinances is hereby established to read as follows:

Section 2-166. Membership, Terms, Credentials and Qualifications of the Audit and Finance Advisory Committee.

The Audit and Finance Advisory Committee shall consist of up to seven members. There shall be four Citizen Members. The Mayor may appoint himself and up to two other Council members to serve on the Committee.

Citizen Members must either be residents of the City of McAlester or their place of employment must be located within the City of McAlester. Elected officials of the City of McAlester and employees of the City of McAlester are ineligible for citizen membership.

All of the Citizen Members of the Committee shall be financially literate and at least one Citizen Member shall be a financial expert. Financial literacy is the ability to understand fundamental financial information and statements. A financial expert is someone who has an understanding of generally accepted accounting principals and financial statements, experience in applying such principles, experience in preparing, auditing, analyzing or evaluating financial information, experience with internal controls and procedures for financial reporting, or an understanding of the audit committee function.

Citizen Members shall serve for a term of two years, after which they shall be eligible for reappointment for an additional two-year term. Citizen Members having served two consecutive terms are ineligible for reappointment for a period of one year. To provide for continuity, terms shall be staggered where practical.

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 this act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ____ day of August, 2008.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

(SEAL)

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 **Item Number:** 3
Department: City Manager
Prepared By: Mark B. Roath **Account Code:** _____
Date Prepared: August 19, 2008 **Budgeted Amount:** _____
Exhibits: One

Subject

Hold a Public Hearing and consider, and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma for the fiscal year 2008-2009; providing for severability clause; and declaring an emergency.

Recommendation

Motion to approve an Ordinance adopting the budget for fiscal year 2008-2009.

Discussion

On June 23, 2008, the City Council approved Resolution No. 08-15, which formally adopted the fiscal year 2008-2009 budget. On July 9, 2008, the Governor for the State of Oklahoma signed into law the new McAlester City Charter.

A requirement of the new City Charter is that the annual budget be adopted by ordinance instead of by resolution. Moreover, because the new City Charter requires budget amendments be adopted by ordinance, it is recommended that the City Council adopt the attached budget ordinance to facilitate future budget amendments amending a budget ordinance in lieu of a budget resolution.

Approved By

Initial

Date

Department Head

City Manager

MBR

08/19/08

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2008-2009; PROVIDING FOR SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of McAlester, Oklahoma completed and placed on file with the City Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the City for the fiscal year 2008-2009; and

WHEREAS, a notice was published that the City Council for the City would meet on June 23, 2008, at the hour of 6:00 p.m., in City Council Chambers at City Hall of the City of McAlester for the purpose of making and adopting a budget for said fiscal year and giving citizens within the limits of said city an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City of McAlester did meet at said time and place and did then consider the matter of said proposed budget for the fiscal year 2008-2009; and

WHEREAS, the City did earlier adopt the new budget for fiscal year 2008-2009 by Resolution No. 08-15 on the 23rd day of June, 2008; and

WHEREAS, the City did adopt a new City Charter, which was signed by the Governor of the State of Oklahoma on July 9, 2008; and

WHEREAS, Article 5, Section 5.06 (1) of the new City Charter requires that the budget to be adopted by ordinance; and

WHEREAS, this Ordinance is meant to readopt the budget for fiscal year 2008-2009 in ordinance form in accordance with the new City Charter.

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

Section 1. The budget of the City of McAlester, Oklahoma for the fiscal year 2008-2009 is hereby adopted at the fund level, which budget has total resources available in the amount of \$51,351,221 and total fund/departmental appropriations in the amount of \$33,642,662.

Section 2. Estimated resources, including fund balances for each separate fund of the City of McAlester, for the fiscal year 2008-2009 are set forth in summary in the attached exhibit, and are hereby appropriated for expenditure at the fund level during the fiscal year 2008-2009.

Section 3. The City Clerk is directed to transmit a copy of this budget ordinance and exhibit hereby adopted to the State Auditor and Inspector's Office.

Section 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of McAlester hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact of any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 5. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ____ day of August, 2008.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

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

William J. Ervin, City Attorney

ORDINANCE NO. ____

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

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

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2008-2009 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2008-2009 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-4, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2008-2009 Budget.

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

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

SECTION 4: Should any paragraph, sentence, sub-division, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the

same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ____ day of August, 2008.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

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

William J. Ervin, City Attorney

FY 2008-2009 BUDGET AMENDMENT

Exhibit A-1

GENERAL FUND - 01

#1		
Estimated Fund Balance 6/30/08	-	
FY 08-09 Original Budgeted Revenues	13,886,471	
FY 08-09 Original Budgeted Appropriations	(13,813,856)	
Additional Revenue	-	
Budget Amendments	(28,187)	
Estimated Ending Fund Balance 6/30/09	<u>44,428</u>	

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
Expenditures, Appropriations Needed:					
Interdepartmental	01	5215322	EXP	750	Insurance/Bonds - Charter changes (City Manager)
Interdepartmental	01	5215322	EXP	730	Insurance/Bonds - Charter changes (Chief Financial Officer)
Interdepartmental	01	5215322	EXP	750	Insurance/Bonds - Charter changes (Asst. Financial Officer)
Department Total				\$ 2,230	
Municipal Court	01	5213102	EXP	21,946	Part-time payroll (Warrant Officer)
Municipal Court	01	5213108	EXP	1,361	FICA (6.2%)
Municipal Court	01	5213109	EXP	137	Unemployment (1%)
Municipal Court	01	5213110	EXP	2,195	Pension (10%)
Municipal Court	01	5213111	EXP	318	Medicare (1.45%)
Department Total				\$ 25,957	
GENERAL FUND GRAND TOTAL EXPENDITURES				\$ 28,187	

FY 2008-2009 BUDGET AMENDMENT

Exhibit A-2

MPWA - 02

#2

Estimate Ending Fund Balance 6/30/08	-
FY 08-09 Original Budgeted Revenues	9,187,851
FY 08-09 Original Budgeted Appropriations	(9,055,749)
Additions Revenue	95,678
Budget Amendments	(127,285)
Estimate Ending Fund Balance 6/30/09	<u>100,495</u>

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

Increase In Revenues:

Grant Revenue	02	5267622	REV	82,010	FEMA - Federal Share (75%)
Grant Revenue	02	5864410	REV	13,668	OK Emergency Mgmt - State Share (12.5%)
Revenue Total				\$ 95,678	

Expenditures Appropriations Needed:

Engineering	02	5871401	EXP	109,346	2008 Repair of Sandy Creek Canal Walls
Department Total				\$ 109,346	
Utility Office	02	5216102	EXP	15,132	Part-time payroll (Meter Reader)
Utility Office	02	5216108	EXP	938	FICA (6.2%)
Utility Office	02	5216109	EXP	137	Unemployment (1%)
Utility Office	02	5216110	EXP	1,513	Pension (10%)
Utility Office	02	5216111	EXP	219	Medicare (1.45%)
Department Total				\$ 17,939	

MPWA FUND GRAND TOTAL EXPENDITURES	\$ 127,285
---	-------------------

FY 2008-2009 BUDGET AMENDMENT
 ECONOMIC DEVELOPMENT FUND - 30

Exhibit A-3

#3	
Estimate: Fund Balance 6/30/08	1,323,952
FY 08-09 Original Budgeted Revenues	1,899,193
FY 08-09 Original Budgeted Appropriations	(1,795,282)
Additional Revenue	-
Budget Amendments	(25,000)
Estimate: Ending Fund Balance 6/30/09	<u>1,402,863</u>

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

Expenditures Appropriations Needed:					
Finance	30	5211319	EXP	25,000	Miscellaneous expense (Contract with Wynn & Associates)
		<u>Department Total</u>		<u>\$ 25,000</u>	

ECONOMIC DEVELOPMENT FUND GRAND TOTAL EXPENDITURES	\$ 25,000
---	------------------

FY 2008-2009 BUDGET AMENDMENT

Exhibit A-4

CIP FUND - 41

#4	
Estimated Fund Balance 6/30/08	316,821
FY 08-09 Original Budgeted Revenues	5,000
FY 08-09 Original Budgeted Appropriations	-
Additional Revenue	-
Budget Amendments	<u>(25,000)</u>
Estimated Ending Fund Balance 6/30/09	<u>296,821</u>

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

Expenditures Appropriations Needed:

Interdepartmental	41	5215401	EXP	25,000	Capital outlay (Remodel of Offices at City Hall)
<u>Department Total</u>				<u>\$ 25,000</u>	

CIP FUND GRAND TOTAL EXPENDITURES				\$ 25,000
--	--	--	--	------------------



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 5
Department: Public Works
Prepared By: George Marcangeli Account Code: _____
Date Prepared: July 13, 2008 Budgeted Amount: _____
Exhibits: _____

Subject

Consider, and act upon, authorizing the Mayor to execute a Contract with Holden Construction Services, Inc., in the amount of \$109,345.50 for repairs to the Sandy Creek canal wall, following review and approval by the City Attorney of said contract documents.

Recommendation

Motion to authorize the Mayor to execute a Contract with Holden Construction Services, Inc., in the amount of \$109,345.50 for repair to the Sandy Creek canal wall.

Discussion

On April 9, 2008, flash floods in McAlester severely damaged four (4) concrete wall sections of the Sandy Creek Canal. The Engineering staff contacted FEMA and they have agreed to participate in funding 75% of the cost of reconstructing the damaged canal wall sections. The Emergency Management for the State of Oklahoma has also agreed to participate in funding 12-1/2% of the cost. The City's share (after reimbursement) will be 12-1/2% of the total repair cost.

On July 11, 2008, bids were opened for this project. Holden Construction Services, Inc. of St. Louis, Missouri submitted the lone bid in the amount of \$109,348.50. It is recommended by the Engineer staff that the City Council award the bid to Holden Construction Services, Inc. for the amount indicated.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GEM	08/13/08
City Manager	MBR	08/19/08

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between THE CITY OF MCALESTER, hereinafter called "OWNER" and Holder Construction doing business as (an individual) (a partnership) (~~a corporation~~) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence and complete construction of 2008 Repair of Sandy Creek Walls.

2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (a) Advertisement for BIDS.
- (b) information for Bidders.
- (c) BID.
- (d) BID BOND.
- (e) Agreement
- (f) General Conditions.
- (g) Supplementary Conditions.
- (h) Payment BOND.
- (i) Performance BOND.
- (j) NOTICE OF AWARD.
- (k) NOTICE TO PROCEED.
- (l) CHANGE ORDER.
- (m) DRAWINGS prepared by the City of McAlester numbered 1 through 5 dated 06/08
- (n) SPECIFICATIONS prepared or issued by the City of McAlester, dated June, 2008.
- (o) ADDENDA:

NO. _____	dated _____,	20____.
NO. _____	dated _____,	20____.
NO. _____	dated _____,	20____.

AGREEMENT, continued, page 2

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) copies each of which shall be deemed and original on the date first above written.

OWNER: CITY OF MCALESTER

(SEAL)

By: _____

Name Kevin Priddle

(Please type)

Title Mayor

ATTEST:

Name Cora Middleton
(Please type)

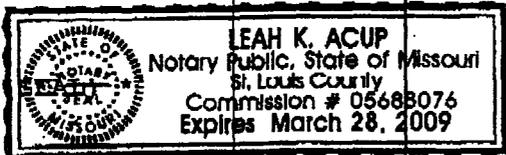
Title City Clerk

CONTRACTOR:

By: [Signature]

Name MARK LUCIDO
(Please Type)

Address: 638 Lemay Ferry
St Louis MO 63125



ATTEST:

[Signature]
Name Leah Acup
(Please Type)

Please send correspondence to
9751 Fall Ridge Trail
St Louis MO
63127

BID

Proposal of Hobbs Construction (hereinafter called "BIDDER"), organized and existing under the laws of the State of MO doing business as Hobbs Construction

To the City of McAlester (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2008 REPAIR OF SANDY CREEK CANAL WALLS in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 60 consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

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

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

109,348.50

(FIGURES)

(SEAL - if bid is by Corporation)

Respectfully submitted: MARK LUCASO
(Company or Individual)

By: [Signature]

Title: MR

Address: 638 Lenay Ferry St Louis MO 63125

Phone: 314 576-7213

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

BID SCHEDULE

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

=====

NO.	ITEM	UNIT	UNIT PRICE	QTY	TOTAL PRICE
-----	------	------	------------	-----	-------------

=====

Project No. 1: 1000 E. Seneca

1.	Site Clearing	L.S.	<u>1675</u>	1	<u>1675</u>
2.	Cut and Remove Canal Floor	L.S.	<u>100</u>	1	<u>100</u>
3.	Formed Vertical Wall/Footing	L.F.	<u>462</u>	75 LF	<u>34,650</u>
4.	Chain Link Fence	L.F.	<u>5</u>	75 LF	<u>375</u>
5.	Sod Placement	S.F.	<u>1</u>	450 SF	<u>450</u>
Subtotal - Project #1 \$					<u>37,250</u>

Project No. 2: 824 E. Seminole

1.	Site Clearing	L.S.	<u>1675</u>	1	<u>1675</u>
2.	Cut and Remove Canal Floor	L.S.	<u>100</u>	1	<u>100</u>
3.	Formed Vertical Wall/Footing	L.F.	<u>462</u>	50 LF	<u>23,100</u>
4.	Chain Link Fence	L.F.	<u>5</u>	50 LF	<u>250</u>
5.	Sod Placement	S.F.	<u>1</u>	300 SF	<u>300</u>
Subtotal - Project #2 \$					<u>25,425</u>

BID CONTINUED ON NEXT PAGE

Project No. 3: 730 S. 9th St.

1.	Site Clearing	L.S.	<u>1675</u>	1	<u>1675</u>
2.	Cut and Remove Canal Floor	L.S.	<u>100</u>	1	<u>100</u>
3.	Formed Vertical Wall/Footing	L.F.	<u>462</u>	31 LF	<u>14322</u>
4.	Chain Link Fence	L.F.	<u>5</u>	31 LF	<u>155</u>
5.	Sod Placement	S.F.	<u>1</u>	186 SF	79950
Subtotal - Project #3 \$			<u>16,283</u>		<u>186</u>

Project No. 4: 509 W.Kiowa

1.	Site Clearing	L.S.	<u>1675</u>	1	<u>1675</u>
2.	Cut and Remove Canal Floor	L.S.	<u>100</u>	1	<u>100</u>
3.	Formed Vertical Wall/Footing	L.F.	<u>462</u>	60.5 LF	<u>27,951</u>
4.	Chain Link Fence	L.F.	<u>5</u>	60.5 LF	<u>30250</u>
5.	Sod Placement	S.F.	<u>1</u>	363 SF	<u>362</u>
Subtotal - Project #4 \$			<u>30,390.50</u>		

TOTAL BID FOR ALL FOUR (4) PROJECTS \$ 109,348.50

Respectfully submitted:

MGR
Signature
MGR
Title

638 Long Ferry
Address
St Louis MO 63125
7/9/00
Date

License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest _____

BOND NUMBER: 70546412

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Holden Construction Services, Inc. as Principal, and as Surety, are hereby held and firmly bound unto City of McAlester as OWNER penal sum of 5% of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 11th day of July, 2008.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Concrete Work

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID. Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

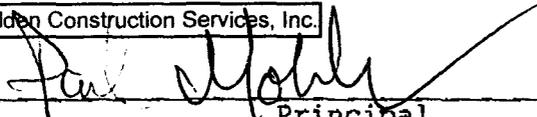
The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may

BID BOND, continued, page 2

accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

Holden Construction Services, Inc.

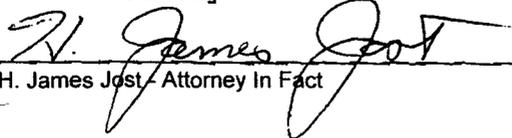


Principal (L.S.)

Western Surety Company

Surety

By:



H. James Jost, Attorney In Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Oklahoma.

ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 11th day of July, 2008,

before me appeared H. James Jost,

known to me to be the Attorney-in-Fact of

Western Surety Company,

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set me hand and affixed my official seal, at me office in the aforesaid County, and the day and year in this certificate first above written.

(Seal)


Notary Public in the State of Missouri
County of St. Louis

"NOTARY SEAL"
Eileen M. Toy
St. Charles County
State of Missouri
My Commission Expires 08/10/2010
Commission Number #06429825

POWER OF ATTORNEY

(Irrevocable)

No. SP- 43216972

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO 2 authorized individuals:

Table with 2 columns: AUTHORIZED INDIVIDUALS. Left column: HAROLD JAMES JOST. Right column: MARGARET R KEARNS.

in the City of SAINT LOUIS, State of MISSOURI, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE SURETY BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (**1,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

JUNE 30, 2013, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006.

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

By Paul T. Bruffat
Senior Vice President

On this 11th day of December, in the year 2006, before me, a Notary Public, personally appeared Paul T. Bruffat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public, South Dakota

My Commission Expires November 30, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this 11th day of July, 2008.

WESTERN SURETY COMPANY

*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

By Paul T. Bruffat
Senior Vice President

Form 749-12-2006

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy.

NOTICE OF AWARD

TO: Holder Construction Services Inc.

PROJECT DESCRIPTION: 2008 Repair of Sandy Creek Canal Walls

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 17, 2008 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 109,348.50.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2008.

City of McAlester
Owner

By: _____
Kevin Priddle

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the ____ day of _____ 20____.

By: _____

Title: _____

7/29/08

Mark:

Attached is the documentation you were asking for regarding a funding commitment from FEMA & Oklahoma OEM. I think you wanted to include this information with the Agenda Report for the August 12th Council meeting. If you have any questions, please advise. Thanks.

George



George Marcangeli, P.E.

City Engineer

City of McAlester

(918) 423-9300, Ex. 4992

(918) 421-0379, Cell

(918) 421-4943, Fax

george.marcangeli@cityofmcalester.com

U.S. Department of Homeland Security
Joint Field Office/Region 6
6777 East Reno Avenue
Midwest City, OK 73110
(405) 869-8001 phone
(405) 869-8097 PA Fax



FEMA

Facsimile Transmission

PA Fax 405-869-8097

Date: 7/21/08

Pages including cover sheet: 2

Time:

To: Mr. Cliff Pitner

Phone#: 918-423-9300 ex. 4951

Fax#: 918-421-4943

From: Gene Zeissler, PA Task Force Leader

Phone#: 337-281-5405

Fax#: 405-869-8097

Mr. Pitner,

I hope this is what you are looking for.

If you have any questions, please call.

Gene Zeissler

**OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT
PUBLIC ASSISTANCE ADMINISTRATION PLAN
FEMA-1754-DR-OK**

I. PURPOSE

The purpose of this plan is to establish a functional organizational structure and define the role, responsibilities and staffing of the Oklahoma Department of Emergency Management (OEM) as such relate to the management and administration of grants, awards or contracts by the State, tribal, or local governments, and qualified private non-profit organizations under the State of Oklahoma's Public Assistance program following the declaration of an emergency by the Governor of Oklahoma and or President of the United States.

II. POLICY

The administration of the State of Oklahoma's Public Assistance program shall have as its goal the delivery of eligible assistance, as expeditiously as possible, consistent with Federal and State laws and regulations. Management and administration of this Public Assistance program shall be proactive and aggressive. With respect to Federal assistance, the State of Oklahoma shall specifically comply with the requirements set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act and 44 CFR, Part 13 (*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*), Part 14 (*Administration of Grants: Audits of State and Local Governments*), and §206.207 (*Federal Disaster Assistance for Disasters Declared on or After November 13, 1988*).

III. SITUATION

- A. The Federal Emergency Management Agency is providing Federal grant assistance for emergency work as a result of a Presidential declared disaster. Public Assistance grants for the disaster shall be provided through the State of Oklahoma not less than 25% State and 75% Federal reimbursement.
- B. The 25% non-federal share will be divided between the State at 12.5% and the applicant at 12.5 %.
- C. The non-federal cost share will be the responsibility of the State and the applicant. Any exceptions will be handled on a case-by-case basis.

IV. ACRONYMS, ABBREVIATIONS & DEFINITIONS

Acronyms and Abbreviations:

CFR - Code of Federal Regulations



Designated Counties for Oklahoma Severe Storms, Tornadoes, and Flooding

Incident Type: Severe Storms, Tornadoes, and Flooding

Incident Period: April 9-28, 2008

Individual Assistance

(Assistance to individuals and households):

None.

Public Assistance

(Assistance to State and local governments and certain private nonprofit organizations for emergency work and the repair or replacement of disaster-damaged facilities):

Adair, Caddo, Coal, Delaware, Haskell, Hughes, Johnston, Latimer, Logan, Love, Mayes, McIntosh, Muskogee, Okfuskee, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Seminole, Sequoyah, Tillman, and Wagoner Counties.

Hazard Mitigation Grant Program

(Assistance to State and local governments and certain private nonprofit organizations for actions taken to prevent or reduce long term risk to life and property from natural hazards):

All counties in the State of Oklahoma are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Other:

Additional designations may be made at a later date after further evaluation.

More information about Oklahoma Severe Storms, Tornadoes, and Flooding



Public Assistance Grant Program

The objective of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Program is to provide assistance to State, Tribal and local governments, and certain types of Private Nonprofit organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President.

Through the PA Program, FEMA provides supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations. The PA Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

The Federal share of assistance is not less than 75% of the eligible cost for emergency measures and permanent restoration. The grantee (usually the State) determines how the non-Federal share (up to 25%) is split with the subgrantees (eligible applicants).

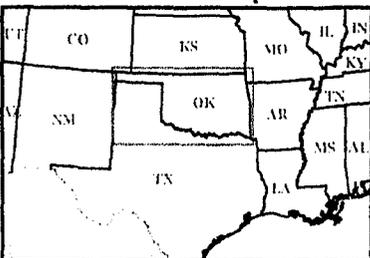
- Policy and Guidance - 9500 Series Policies and other Publications
- Debris Management - Resources for Debris Removal and Demolition Operations
- Application Process - Step by step description of the PA grant life cycle
- Roles and Responsibilities - Information on the duties of Federal, State, and local partners
- Resources and Tools - Appeal Database, Equipment Rates, Cost Estimating Format, and other resources
- Reference Topics - Specific information and instructions on PA topics
- Facts and Statistics - Performance goals, funding trends, and news

FEMA-1754-DR, Oklahoma

Disaster Declaration as of 06/02/2008



Location Map



Legend

Designated Counties

- No Designation
- Public Assistance

All counties are eligible for Hazard Mitigation



FEMA

*ITS Mapping & Analysis Center
Washington, DC
06/02/08 -- 11:38 AM EDT*

*Source: Disaster Federal Registry Notice
Amendment No. 1 - 06/02/2008*



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 6
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 16, 2008 Budgeted Amount: _____
Exhibits: Three

Subject

Consider, and act upon, approving an increase in the bond for City Manager and Chief Financial Officer to one percent of the total current annual budgeted expenditures (\$311,588.00) for the City and authorization to bond the Assistant Chief Financial Officer in an amount of \$100,000.

Recommendation

Motion to increase the City Manager and Chief Financial Officer bonds to one percent of the total current annually budgeted expenditures for the City and authorization to bond the Assistant Chief Financial Officer in the amount of \$100,000.

Discussion

The new City Charter, Article 4, Section 4.01 (c) sets forth the requirements related to bonding of the City Manager and Chief Financial Officer. In addition, the same Section allows for bonding of additional employees as the City Council may designate. Attached is a copy of the Charter provision. Note: The City Administration is recommending the higher limits noted in the new Charter as well as the Assistant Chief Financial Officer be bonded at the amount indicated above.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/16/08</u>

City Manager may appoint one person as the head of two or more departments, divisions, and other organizational units.

Section 4.02. Personnel System.

(a) **Merit Principle.** All appointments and promotions of City officers and employees shall be made solely on the basis of merit and fitness demonstrated by a valid and reliable examination when applicable, education, experience, or other evidence of competence. Removals, demotions, suspensions, and layoffs shall be made solely for the good of the service.

(b) **Merit System.** Consistent with all applicable federal and state laws, the City Council shall within twelve (12) months after the effective date of this Charter provide by ordinance for the establishment, regulation, and maintenance of a merit system governing personnel policies necessary to effective administration of the employees of the City's departments, divisions, and other organizational units, including but not limited to classification and pay plans, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations.

(c) **Bonds of City Officers and Employees.** The City Manager, the Chief Financial Officer, and such other officers and employees as the Council may designate, before entering upon their duties, shall provide bonds for the faithful performance of their respective duties, payable to the City, in such form and in such amounts as the Council may prescribe, with a surety company authorized to operate within the state. The City shall pay the premiums on such bonds. The bonds of the City Manager and the Chief Financial Officer shall be in an amount of at least one percent (1%) of the total current annually budgeted expenditures for the City, but no less than two hundred thousand dollars (\$200,000).

(d) **Personnel Matters.** The Council, consistent with this Charter, by ordinance or personnel rules, may regulate personnel matters and provide for proper personnel administration.

(e) **Oath or Affirmation of Office.** Every officer of the city, before entering upon the duties of his office, shall take and subscribe to the oath or affirmation of office prescribed by the State Constitution. The oath or affirmation shall be filed in the City Clerk's office. All officers authorized by federal or state law, the Mayor, the City Manager, the Municipal Judge or Judges, and such other officers as the council may authorize, may administer oaths and affirmations in any matter pertaining to the affairs and government of the City.

(f) **Layoff, Suspend, Demote, or Remove Officers and Employees.** Except as may be otherwise provided by this Charter, the power to layoff, suspend, demote, and remove accompanies the power to elect or appoint; and the Council, the City Manager, or other electing or appointing authority may at any time layoff, suspend, demote, or remove any



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

July 17, 2008

Ms. Cora Middleton
City Clerk
City of McAlester

Ms. Sherry Alessi
Assistant Chief Financial Officer
City of McAlester

Dear Ms. Middleton and Ms. Alessi:

The new City Charter, Article 4, Section 4.02 (c), reads in part, "The City Manager, the Chief Financial Officer, *such other officers and employees as the Council may designate, . . .*, shall provide bonds for the faithful performance of their respective duties, . . ." It further reads, "The bonds of the City Manager and the Chief Financial Officer shall be in an amount of *at least one percent (1%) of the total current annually budgeted expenditures for the City, but no less than two hundred thousand dollars (\$200,000)*. (Emphasis added)

By this letter, I would like you both to (1) ascertain what is the dollar amount equivalent to "one percent of the total current annually budgeted expenditures for the City"; (2) ascertain what is the cost of a bond for either the one percent or \$200,000; and (2) ascertain what is the cost of a \$100,000 bond for the position of Assistant Chief Financial Officer?

In as much as this is a Charter requirement, I would ask that this be handled expeditious. Once the information is obtained, I will then present it to the City Council for their input and possible action.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mark B. Roath, Esq.
City Manager

c. Mayor and City Council



July 18, 2008

Mr. Mark Roath
City Manager
City of McAlester

Dear Mr. Roath:

In reply to you request of July 17, 2008, regarding the cost for the bonds for the positions of City Manager, Chief Financial Officer and Assistant Financial Officer, the results are as follows:

<u>Position</u>	<u>\$200,000.00</u>	<u>\$311,588.25</u>
City Manager	\$700.00	\$1,100.00
Chief Financial Officer	\$1,200.00	\$1,480.00
	<u>\$100,000.00</u>	
Asst. Financial Officer	\$750.00	

This information was received from Mr. Chuck Tippit, Insurance Agent for the City of McAlester.

One percent (1%) of the total current annually budgeted expenditures for the City of McAlester was calculated as follows:

Expenditures X 1% = Limit of Bond Coverage Required

$\$31,158,824.76 \times 1\% = \$311,588.25$

Sincerely,

Cora Middleton
City Clerk

DEPARTMENT EXPENSE SUMMARY

AS OF: JULY 31ST, 2008

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
PROOF TOTALS							
01 -GENERAL FUND	13,813,855.82	957,994.46	957,994.46	6.94	12,855,861.36	230,183.56	12,625,677.80
02 -MPWA	9,055,748.97	318,403.91	318,403.91	3.52	8,737,345.06	250,836.10	8,486,508.96
03 -AIRPORT AUTHORITY	217,196.07	14,146.97	14,146.97	6.51	203,049.10	1,257.21	201,791.89
05 -PARKING AUTHORITY	4,560.00	183.60	183.60	4.03	4,376.40	0.00	4,376.40
08 -NUTRITION	254,316.68	17,087.32	17,087.32	6.72	237,229.36	0.00	237,229.36
10 -WELLNESS CENTER	339,064.00	0.00	0.00	0.00	339,064.00	0.00	339,064.00
13 -JUVENILE FINE/RESERVE	7,784.00	420.77	420.77	5.41	7,363.23	0.00	7,363.23
14 -C.O.P.S./GRANT	7,500.00	0.00	0.00	0.00	7,500.00	0.00	7,500.00
16 -REVOLVING EVIDENCE	60,000.00	0.00	0.00	0.00	60,000.00	0.00	60,000.00
19 -FIRE IMPROVEMENT GRNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -AIRPORT GRANT	18,424.00	0.00	0.00	0.00	18,424.00	0.00	18,424.00
25 -AIRPORT HANGARS	0.00	0.00	0.00	0.00	0.00	27,610.00	(27,610.00)
26 -EDUCATIONAL FUND	836,484.50	44,989.43	44,989.43	5.38	791,495.07	0.00	791,495.07
28 -SE EXPO CTR/TOURISM F	635,401.65	16,508.72	16,508.72	2.60	618,892.93	31,144.19	587,748.74
29 -E-911	794,980.13	19,158.74	19,158.74	2.41	775,821.39	0.00	775,821.39
30 -ECONOMIC DEVELOPMENT	1,795,282.44	282.50	282.50	0.02	1,794,999.94	49,284.00	1,745,715.94
33 -CDBG GRANTS FUND	159,000.00	0.00	0.00	0.00	159,000.00	0.00	159,000.00
38 -DEDICATED SALES TAX-M	<u>3,159,226.50</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>0.05</u>	<u>3,157,726.50</u>	<u>0.00</u>	<u>3,157,726.50</u>
GRAND TOTAL EXPENDITURES	31,158,824.76	1,390,676.42	1,390,676.42	4.46	29,768,148.34	590,315.06	29,177,833.28



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 16, 2008</u>	Item Number:	<u>7</u>
Department:	<u>City Manager</u>	Account Code:	<u></u>
Prepared By:	<u>Mark B. Roath</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 16, 2008</u>	Exhibits:	<u>Two</u>

Subject

Consider, and act upon, authorizing the Mayor to sign a Letter Agreement with Wynn Associates, in an amount not to exceed \$25,000, to prepare a preliminary site plan for City owned property known as Southside Industrial Park.

Recommendation

Motion to authorize the Mayor to sign a Letter Agreement with Wynn Associates, in an amount not to exceed \$25,000, to prepare a preliminary site plan for the Southside Industrial Park.

Discussion

The City owns the Southside Industrial Park, which is approximately 118.76 acres, and is currently undeveloped. Before the City begins to develop this site, the City Administration, in conjunction with the City Council, desire to engage a professional to property plan the development of this tract.

Wynn Associates are to perform the following functions related to the above described tract: (1) identify potential site layouts; (2) develop site access and egress; (3) review utility needs; and (4) provide recommendations concerning covenants and restrictions—that is, so as to protect the integrity of the tract once it is built out.

Approved By

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



WYNN ASSOCIATES
ARCHITECTS • PLANNERS

July 29, 2008

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

RE: Southside Park
City of McAlester

Dear Mr. Roath:

The purpose of this letter is to propose our services as Consultant for the preliminary site development of the referenced project. It is my understanding that the City of McAlester owns 118.76 acres, formally known as Southside Industrial Park. The area is presently limited in regard to access and site utilities. Our approach would include an analysis of potential usage, proposing controlled development of the property, with emphasis on the following goals & objectives.

- A. Identify lot layout potentials, including facility usage with square footage estimates.
- B. Develop site access and egress for medium to low impact usage.
- C. Study site utility improvements to enhance potential client interest.

- D. Provide recommendations concerning covenants and restrictions for controlled development.

I would propose beginning with the compilation of ideas that can help identify program elements for the site. Meeting with specific people who have had experience with long range planning, as well as input from the City Council, will help us develop an approach for identifying objectives.

For the services outlined, I would propose an hourly rate of \$115.00, not to exceed \$25,000.00. The City of McAlester can request that the work be halted at any time, for any reason, with services to be paid thru the date the official request was made.

I would anticipate the work being completed no later than 120 days from the date established by the City in a Notice to Proceed. We will attempt to update the progress of the work with the Council as often as possible.

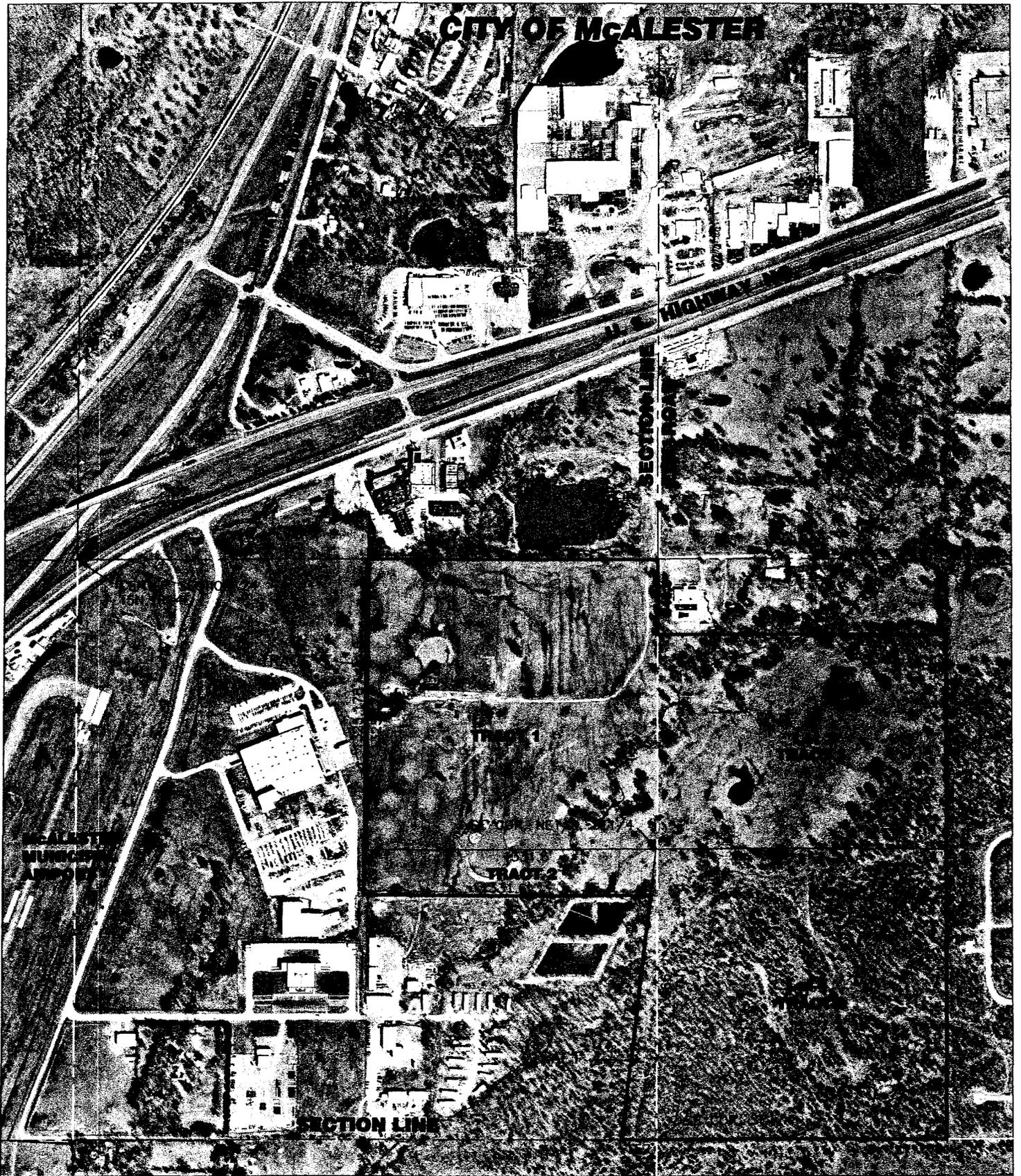
Hopefully, we have addressed all items referenced in our meeting on July 28, 2008. Should you have any questions, please contact me any time.

Respectfully Submitted,



Tim Wynn, AIA
Architect

CITY OF MCALESTER



SOUTHSIDE INDUSTRIAL PARK

SCALE: 1" = 600'



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 26, 2008</u>	Item Number:	<u>8</u>
Department:	<u>City Manager</u>	Account Code:	_____
Prepared By:	<u>Mark B. Roath</u>	Budgeted Amount:	_____
Date Prepared:	<u>August 19, 2008</u>	Exhibits:	_____

Subject

Consider, and act upon, the creation of a part-time Warrant Officer position within the Municipal Court Division of the Finance Department for the remainder of this fiscal year.

Recommendation

Motion to approve the creation of a part-time Warrant Officer position within the Municipal Court Division of the Finance Department for the remainder of this fiscal year.

Discussion

The City has a number of outstanding traffic warrants. The Municipal Court staff seeks to collect on moneys owed the City for traffic warrants. If they are unsuccessful, the City turns the outstanding traffic warrant accounts over to a private collection agency.

It is proposed that the City create a part-time warrant officer position, for the remainder of this fiscal year, to attempt to improve collection of the moneys owed for traffic warrants prior to said accounts being turned over to a private collection agency. The individual hired, would be authorized to work up to twenty-four hours per week, and be under the direct supervision of the Municipal Court Division of the Finance Department.

Approved By

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



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 9
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 19, 2008 Budgeted Amount: _____
Exhibits: _____

Subject

Consider, and act upon, the creation of a part-time Meter Reader position within the Utility Billing and Collection Division of the Finance Department for the remainder of this fiscal year.

Recommendation

Motion to approve the creation of a part-time Meter Reader position within the Utility Billing and Collection Division of the Finance Department for the remainder of this fiscal year.

Discussion

The City's water meters are not automated, which means that the meter readers are required to read individual meters and input the information into a handheld device. In essence, meter reading is a labor intensive process. In addition, the City continues see growth, which translates into more meters to be read under less than ideal conditions. Because of the lack of automation and the City's growth, an additional part-time meter reader is necessary.

It is proposed that the City create a part-time meter reader, for the remainder of this fiscal year, to assist with the collection of utility data and other related meter reader duties. The individual hired, would be authorized to work up to thirty-two hours per week, and be under the direct supervision of the Utility Billing and Collection Division of the Finance Department.

Approved By

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



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 26, 2008</u>	Item Number:	<u>10</u>
Department:	<u>City Manager</u>	Account Code:	<u></u>
Prepared By:	<u>Mark B. Roath</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 19, 2008</u>	Exhibits:	<u>Four</u>

Subject

Consider, and act upon, a proposal to relocate various offices and make certain improvements to the City Hall for easier public access and organizational efficiency at a cost not to exceed \$25,000.

Recommendation

Motion to relocate various offices and make certain improvements to the City Hall at a cost to not to exceed \$25,000.00.

Discussion

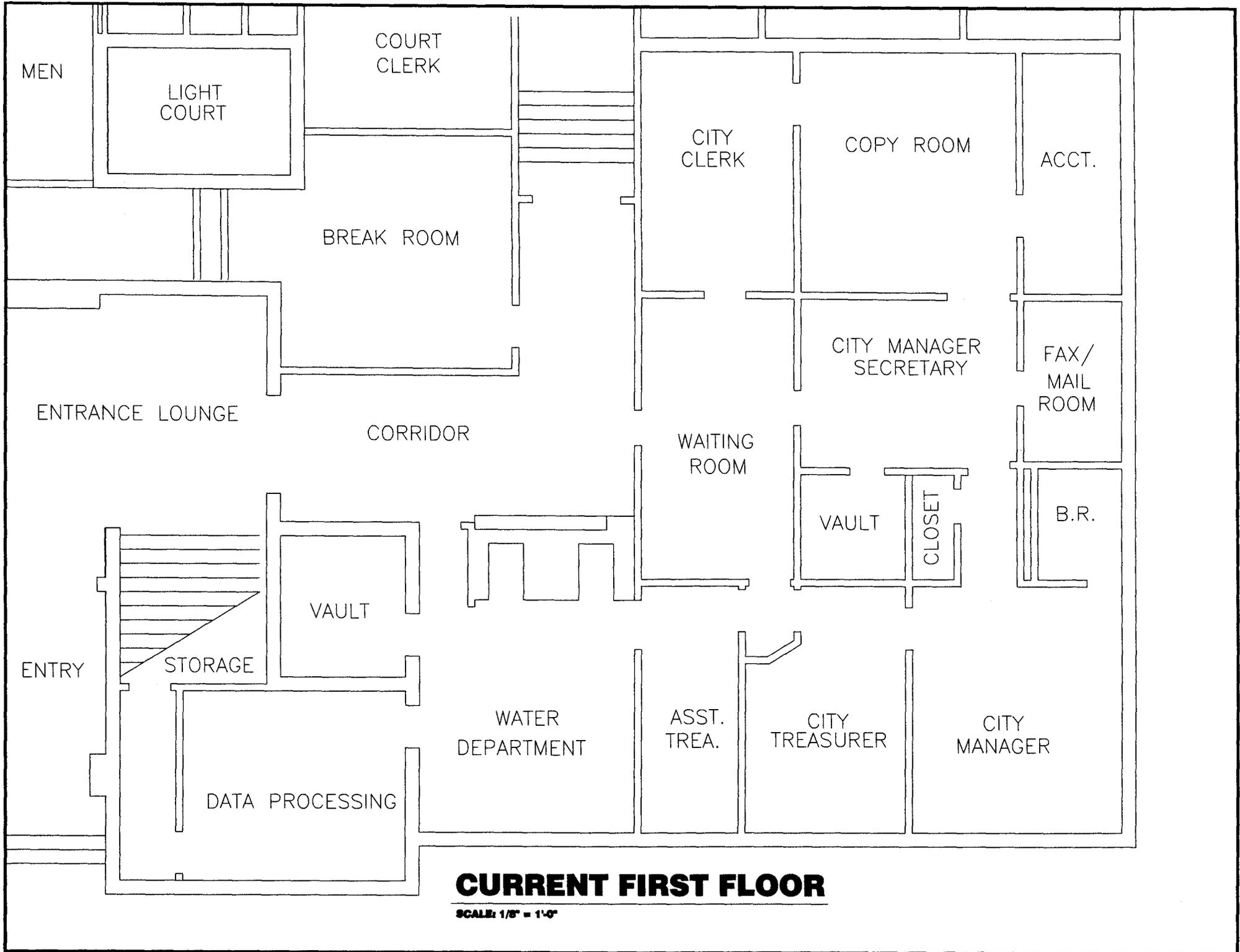
This proposal is two-fold: (a) to relocate certain offices at City Hall (see attached current and proposed floor plans); and (b) to make certain structural changes in the building at a cost not to exceed \$25,000.

Office Relocations: The relocation of certain offices is intended to make it easier for the public to get to high traffic offices such as Human Resources. Further, the relocation of certain offices is intended to improve organizational efficiency by locating like functions together including providing more space for those same functions. For example, relocating City Manager and Executive Assistant to the second floor provides more office space for the Finance Department. In turn, the City Manager is also closer to a majority of his/her department heads as well.

Structural Changes: It is proposed, that along with a few changes to the City Hall structure via moving walls, etc., that a majority of the funds be used to replace old carpet in the common areas and individual offices on these floors. Besides the condition of the carpet, numerous offices have different colored carpet (white, red, orange, purple, brown, etc.), which this proposal attempts to correct by installing one color throughout.

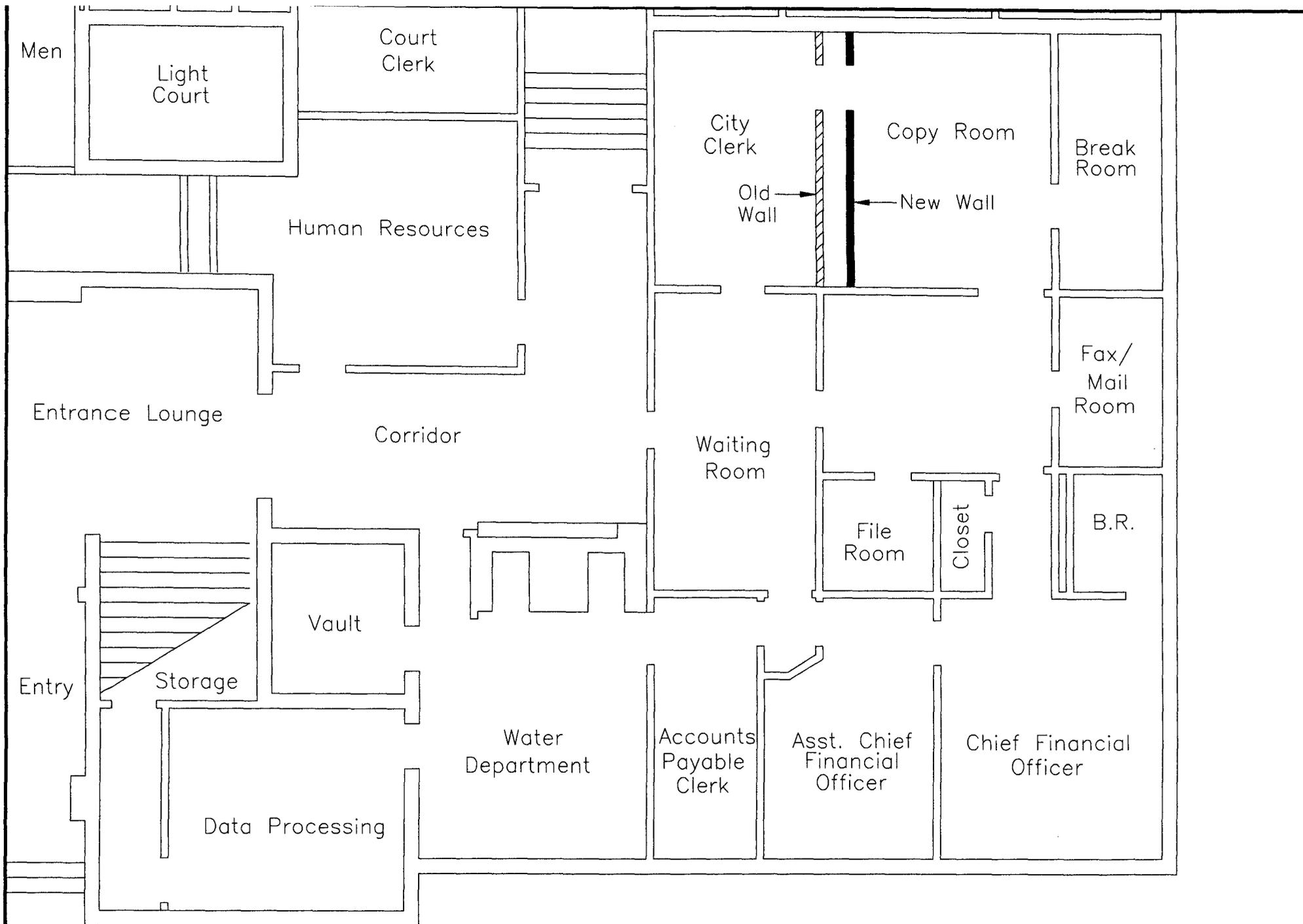
Approved By

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



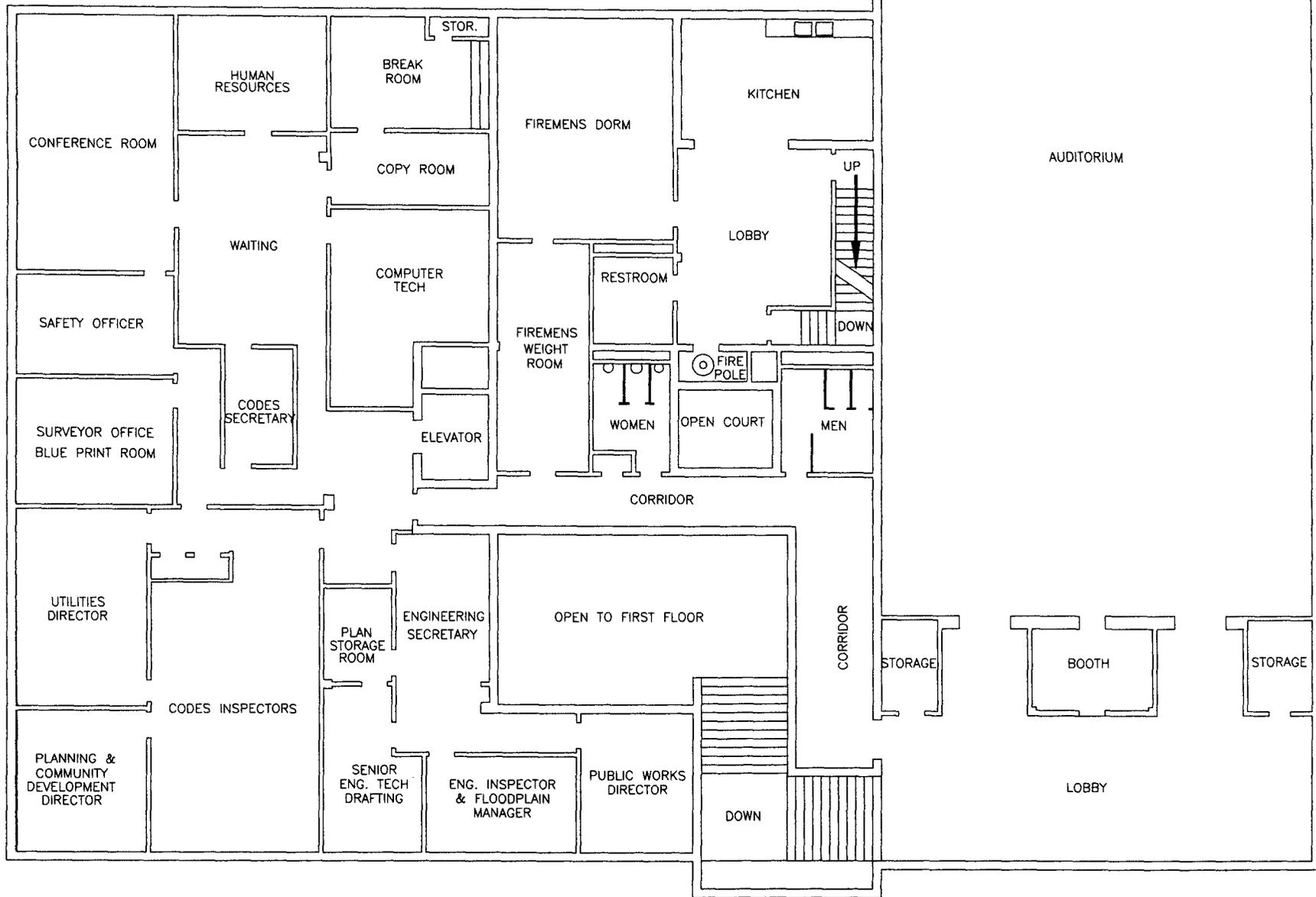
CURRENT FIRST FLOOR

SCALE: 1/8" = 1'-0"



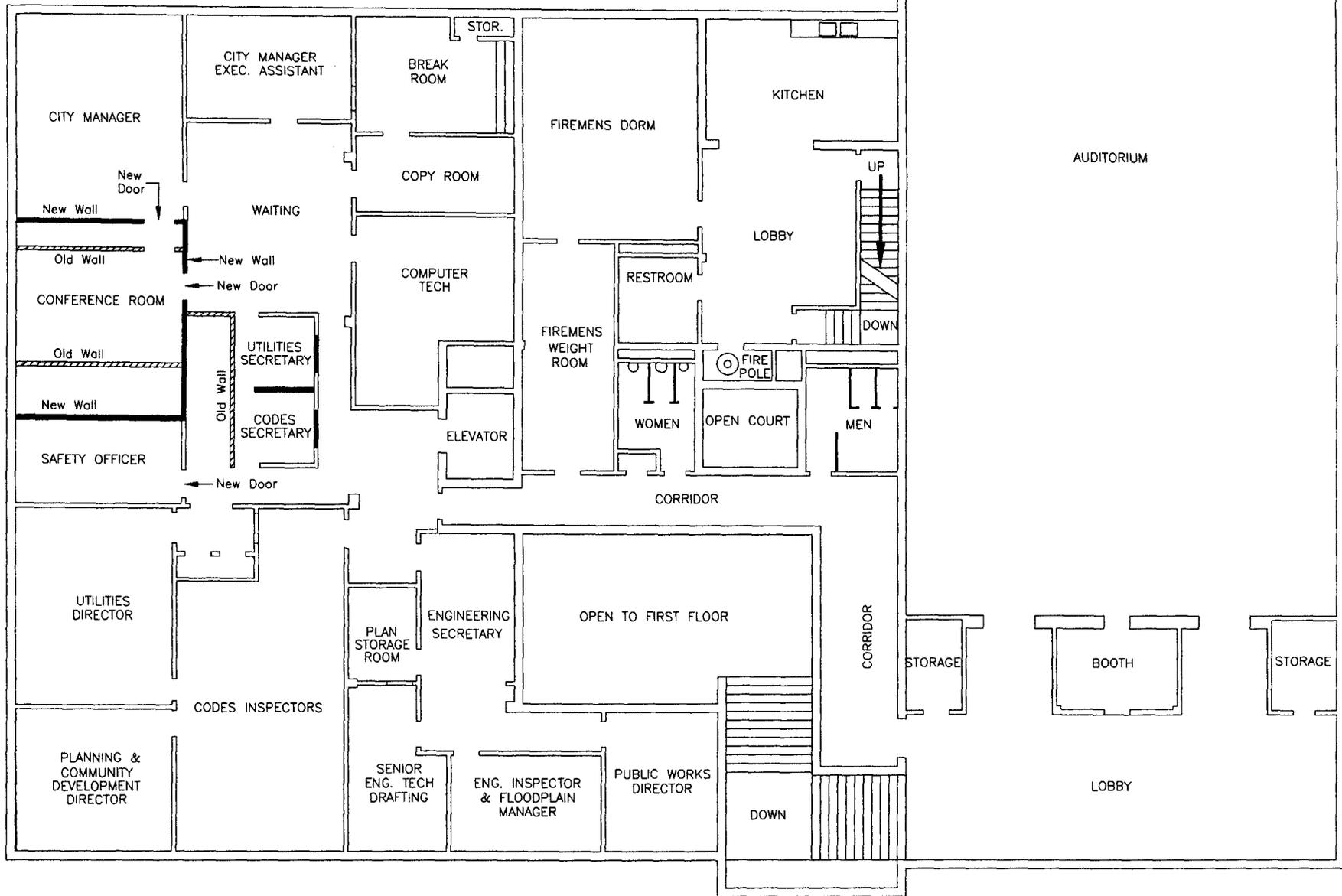
PROPOSED FIRST FLOOR

SCALE: 1/8" = 1'-0"



CURRENT SECOND FLOOR

SCALE: 1/16" = 1'-0"



PROPOSED SECOND FLOOR

SCALE: 1/16" = 1'-0"



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 11
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 19, 2008 Budgeted Amount: _____
Exhibits: Five

Subject

Consider, and act upon, authorizing the Mayor to sign a Campus Police Agreement Between the Board of Education for the McAlester School District and the City of McAlester.

Recommendation

Motion to authorize the Mayor to sign a Campus Police Agreement with the Board of Education for the McAlester School District.

Discussion

The City and School District have entered into Campus Police Agreements in the past. This Agreement is different than last year's agreement, which modifications are explained in a letter, including Oklahoma Court of Appeals case of Chastain v. State of Oklahoma, from the City Attorney, William J. Ervin.

Attachments:

- Proposed Campus Police Agreement
- Transmittal Letter from the School District
- Letter from the City Attorney
- City Attorney Suggested Modifications to the prior year's Agreement
- Jeremy R. Chastain v. State of Oklahoma case

Approved By

Initial

Date

Department Head

City Manager

MBR

08/19/08

CAMPUS POLICE AGREEMENT
BETWEEN THE BOARD OF EDUCATION FOR THE
McALESTER SCHOOL DISTRICT AND THE CITY OF McALESTER

THIS AGREEMENT made and entered into on this 11th day of August, 2008, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

WHEREAS, District owns, leases and rents property within the city limits of City hereinafter referred to as "District's property"; and,

WHEREAS, District and City have duly established and authorized police departments for the purpose of providing police protection for property and persons within each of its own jurisdictional areas; and,

WHEREAS, 74 O.S. 1991 §360.15 et seq. authorizes an agreement between City and District for the purpose of delineating responsibilities between the two police departments, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise authority and jurisdiction within areas of municipal police jurisdiction.

NOW, THEREFORE, District and City agree as follows:

1. The McAlester Campus Police Department, hereinafter referred to as "Campus Police Department", and its duly commissioned and certified officers, while on duty, shall have the authority to enforce any criminal statutes and McAlester municipal ordinances in response to observed violations thereof on all streets, highways, roads, alleys, easements, and other public ways or public areas which are within the incorporated boundaries of the City of McAlester.
2. The McAlester Campus Police Department and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers within the police jurisdiction of McAlester in the following situations:
 - a. When necessary to complete any enforcement activities which began on District's property or property abutting thereto; and
 - b. When reasonably related to the activities of the Campus Police Officers on District's property or the investigation of incidents occurring on District's property.

3. The Chief of the McAlester Campus Police Department and the Chief of the McAlester Police Department shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.
4. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statutes in Peace Officers, except the service and execution of civil summons, and includes, but is not limited to, making of arrests, issuing of citations, the conduction of criminal investigations, and traffic accident investigations.
5. The jurisdiction of the Campus Police Department in the situations as set forth in paragraph one (1) and two (2) is concurrent with the jurisdiction of the McAlester Police Department. As used herein, concurrent jurisdiction denotes the authority shared by the two police departments at the same time, or the same subject matter, and within the same territory. Provided, the performance of duties within the area of concurrent police jurisdiction by Campus Police Department personnel shall be subject to review by the Chief of the McAlester Police Department and the right to continue such performance may be revoked by said Chief of Police with written notice thereof to the Chief of the Campus Police Department.
6. The Campus Police Department will have the primary responsibility of law enforcement, patrolling, crime investigation, and traffic control on District's property.
7. In all other areas within City's police jurisdiction, including the areas wherein the Campus Police Department and the McAlester Police Department have by this agreement concurrent jurisdiction, the Police Department of the City will have the primary responsibility for law enforcements, patrolling, criminal investigation, call response, traffic accident investigation, and traffic control.
8. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement, but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between each party and the other party's police department, their officers, employees, or agents, nor between each party's police department and the other party's police department, officer, employees, or agents.
9. The Campus Police Department shall follow the standard operating procedures of the McAlester Police Department and the McAlester Municipal Court in filing any municipal charges or issuing and filing any

traffic citation with the City. The Campus Police Department shall be responsible for the attendance of its officers at all Court hearings required for prosecution of offenses in which the Campus Police Department was involved. The Campus Police Department shall be responsible for any compensation or witness fees for its officers.

10. This Agreement is of indefinite duration and may be terminated immediately by either party upon written notice to the other party.

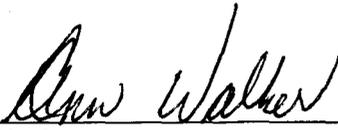
IN WITNESS WHEREOF, the parties have set their hand and seals this 11th day of August, 2008.

INDEPENDENT SCHOOL DISTRICT NO. 80
OF PITTSBURG COUNTY, OKLAHOMA



Vice-President

ATTEST:



Clerk

THE CITY OF MCALESTER, OKLAHOMA,
A municipal corporation

Mayor

ATTEST:

Clerk



"Committed to Excellence"

August 12, 2008

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

Dear Mr. Roath:

Please find enclosed two copies of the 2008-2009 Campus Police Agreement between McAlester Public Schools and the City of McAlester, with revisions made as requested. The revised policy was approved by the McAlester Board of Education on August 11, 2008.

After this agreement has been executed by your office, please forward us a completed copy. Thank you for your attention to this matter.

Sincerely,

Pamela S. Zugelder
Secretary to the Superintendent

Enclosure

ERVIN & ERVIN
ATTORNEYS AT LAW, L.L.P.

215 EAST CHOCTAW, SUITE 104
FIRST NATIONAL CENTER
P. O. BOX 1449
McALESTER, OKLAHOMA 74502

WILLIAM J. ERVIN
WILLIAM J. ERVIN, JR.

PHONE (918) 423-4242
FAX (918) 423-4243

July 21, 2008

Mr. Mark Roath
City Manager
City of McAlester, Ok

RE: Request for review of Contract with McAlester Public Schools related to Campus Police Agreement.

Dear Mr. Roath:

I have reviewed the proposed contract with McAlester Public Schools for the Campus Police Agreement dated July 14, 2008, signed by Board of Education President, Karl Scifres.

Changes to this agreement, which were proposed in 2002 in light of a decision in the Oklahoma Court of Appeals case of Chastain v. State of Oklahoma, are not included in the agreement I reviewed. I am attaching a copy of the agreement with the proposed additions underscored as presented in 2002. All changes are located in numerical paragraph (1). I recommend the changes be made and the agreement resubmitted to MPS for their approval.

I am enclosing a copy of the case decision, which gave rise to the proposed changes. If we need to discuss this, call me

ERVIN & ERVIN LLP
City Attorney

By: 
William J. Ervin, Sr.

cc: Mark Roath
City Manager
WJE/ta
L.O. (08-07-17-8)

CAMPUS POLICE AGREEMENT
BETWEEN THE BOARD OF EDUCATION FOR THE
McALESTER SCHOOL DISTRICT AND THE CITY OF McALESTER

THIS AGREEMENT made and entered into on this _____ day of _____, 2002, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, and Oklahoma municipal corporation, hereinafter referred to as "City".

WHEREAS, District owns, leases and rents property within the city limits of City hereinafter referred to as "District's property"; and,

WHEREAS, 74 O.S. 1991 {360.15 et seq. authorizes an agreement between City and District for the purpose of delineating responsibilities between the two police departments, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise authority and jurisdiction within areas of municipal police jurisdiction.

NOW, THEREFORE, District and City agree as follows:

1. The McAlester Campus Police Department, hereinafter referred to as "Campus Police Department", and its duly commissioned and certified officers while on duty shall have the authority to enforce any criminal statutes and McAlester municipal ordinances in response to observed violations thereof on all streets, highways, roads, alleys, easements, and other public ways or public areas which are within the incorporated boundaries of the City of McAlester.
2. The McAlester Campus Police Department and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers within the police jurisdiction of McAlester in the following situations:
 - a. When necessary to complete any enforcement activities which began on District's property or property abutting thereto; and
 - b. When reasonably related to the activities of the Campus Police Officers on District's property or the investigation of incidents occurring on District's property.
3. The Chief of the McAlester Campus Police Department and the Chief of the McAlester Police Department shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.

4. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statutes in Peace Officers, except the service and execution of civil summons, and includes, but is not limited to, making of arrests, issuing of citations, the conduction of criminal investigations, and traffic accident investigations.
5. The jurisdiction of the Campus Police Department in the situations as set forth in paragraph one (1) and two (2) is concurrent with the jurisdiction of the McAlester Police Department. As used herein, concurrent jurisdiction denotes the authority shared by the two police departments at the same time, or the same subject matter, and within the same territory. Provided, the performance of duties within the area of concurrent police jurisdiction by Campus Police Department personnel shall be subject to review by the Chief of the McAlester Police Department and the right to continue such performance may be revoked by said Chief of Police with written notice thereof to the Chief of the Campus Police Department.
6. The Campus Police Department will have the primary responsibility of law enforcement, patrolling, crime investigation, and traffic control on District's property.
7. In all other areas within City's police jurisdiction, including the areas wherein the Campus Police Department and the McAlester Police Department have by this agreement concurrent jurisdiction, the Police Department of the City will have the primary responsibility for law enforcements, patrolling, criminal investigation, call response, traffic accident investigation, and traffic control.
8. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement, but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between each party and the other party's police department, their officers, employees, or agents, nor between each party's police department and the other party's police department, officer, employees, or agents.
9. The Campus Police Department shall follow the standard operating procedures of the McAlester Police Department and the McAlester Municipal Court in filing any municipal charges or issuing any filing any traffic citation with the city. The Campus Police Department shall be responsible for the attendance of its officers at all Court hearings required for prosecution of offenses in which the Campus Police Department was involved. The Campus Police Department shall be responsible for any compensation or witness fees for its officers.

10. This Agreement is of indefinite duration and may be terminated immediately by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand and seals this _____ day of _____, 2002.

INDEPENDENT SCHOOL DISTRICT NO. 80
OF PITTSBURG COUNTY, OKLAHOMA

(ATTEST:)

President

Clerk

THE CITY OF MCALESTER, OKLAHOMA
A municipal corporation

(ATTEST:)

Mayor

Clerk

spouse receiving an elective share by placing her entire estate in trust for the benefit of her children. See *Thomas v. Bank of Oklahoma, N.A.*, 1984 OK 41, 684 P.2d 553 (held: property placed in trust by wife for her children must be included in estate for purposes of husband's election to take against the estate because the revocable trust res remained under the wife's control until her death and was therefore part of her estate.) We analogize that case to the instant facts and find that Decedent could not cause his entire estate to pass to the trust and therefore avoid Son receiving his intestate share as a pretermitted heir—without showing the intent to omit on the face of the will.

¶20 In the instant case, the face of the will contains no "strong and convincing language" indicating intent to omit Decedent's children. Additionally, the document which does indicate intent to omit Son, the 1999 Amendment, was not in existence at the time the Will was executed and therefore may not be included in the terms of the Will as incorporated by reference. The Will admitted to probate in the instant case, including the incorporated trust as it existed at the time the Will was executed, fails to mention Son by name or class. Therefore, Son is a pretermitted heir — a forgotten child. As such, Son shall take the share of Decedent's estate to which he would be entitled had decedent died intestate, according to the Oklahoma pretermitted heir statute. 84 O.S.1991 §132.

¶21 REVERSED AND REMANDED.

JOPLIN, V.C.J., and JONES, J., concur.

The trial court's order is an interlocutory order in a probate case which is appealable by right. See S.Ct. Rule 1.60(h), 12 O.S. Supp. 1997, Ch. 15, App. Although the appeal is from summary judgment, the Supreme Court Rules refer to briefs in appeals from interlocutory orders appealable by right and the Supreme Court ordered briefs in the instant case in an order filed June 1, 2001. See S.Ct. Rule 1.65, 12 O.S. Supp. 1997, Ch. 15, App.

2. Son has not appealed the denial of his claim for unpaid child support. Son also moved for summary judgment which was denied.

3. John R. Richardson is Son's brother. The 1998 Amendment did not refer to Son in any manner.

4. The will does not include a no-contest clause, but the 1999 Amendment indicates that any person who objects to the trust provisions shall be treated as having predeceased Decedent. Son's application for share as omitted heir does not amount to a will contest. A will contest seeks to deny admission of a will to probate. *Matter of Estate of Massey*, 1998 OK CIV APP 116, 964 P.2d 238, 241. In *Massey*, this court explained that when a will is offered for probate, the only question is the factum of the will—whether it was executed and attested properly, whether the testator was competent and not under undue influence, fraud or duress. *Id.* Finally, *Massey* explained that a will is not void for omitting an heir. The question whether an omission was intentional is not decided in a will contest, but it is decided at the time the estate is distributed. *Id.* Accordingly, Son's application for share as omitted heir would not implicate the no-contest provision in the trust instrument.

5. Also on September 13, 1999, Son filed his Petition for Payment of Rejected Claim in which he asserted that Decedent's estate had rejected Son's claim for child support that Decedent owed pursuant to the 194 judgment which had established Decedent's paternity and had ordered Decedent to pay Son's mother \$25 per month during Son's minority. Son alleged that Decedent made only one child support payment and further alleged that the Estate owed son \$28,555 in child support and interest. Son requested judgment against the estate for that amount plus attorney fees.

6. Black's Law Dictionary teaches "To pretermite" is to pass by, to omit or to disregard, e.g. failure of testator to mention his children in his will." Revised Fourth Edition (1968).

7. The preceding section, 84 O.S. 1991 §131, provides that children born after the execution of a will, for whom no provision is made in the will, succeed to that portion of the estate that they would have received had the testator died intestate.

8. In *Miller*, the issue was whether 84 O.S. 1991 §114, which revokes bequests for a spouse in a will in the event the testator and the spouse have divorced after the execution of the will, also operated to revoke provisions for the spouse made in a trust which was incorporated by reference into the will.

9. The doctrine of "facts of independent significance" has not been applied in any Oklahoma case. It is referred to as an escape mechanism to effect the testator's intent in cases where the doctrine of incorporation by reference does not apply because the document to be incorporated was not in existence at the time the will was executed. See *In re Tipler*, 10 S.W.3d 244 (Tenn. App. 1998) (Wife's will directed that all of her estate go to her husband, and that if her husband predeceased her, her estate be distributed according to the provisions of her husband's will. Husband's will was not in existence at the time Wife's will was executed, but Husband did predecease Wife. Husband's will was therefore not incorporated by reference, but its provisions were used to effect Wife's intent by the doctrine of independent significance.) The doctrine will not be used to alter the requirements of §132.

10. Indeed, if the complete §301 was applicable, as Executor suggests, then a child could be omitted by an amendment to the trust even after the death of the testator, if the testator's will so provides.

11. See *Matter of Will of Daniels*, 247 Kan. 349, 356, 799 P.2d 479, 484 (1990).

2002 OK CIV APP 70

JEREMY R. CHASTAIN, Plaintiff/Appellee,
v. STATE OF OKLAHOMA, ex rel.
DEPARTMENT OF PUBLIC SAFETY,
Defendant/Appellant.

No. 96,246. May 31, 2002

APPEAL FROM THE DISTRICT COURT OF
CLEVELAND COUNTY, OKLAHOMA

HONORABLE REGINALD GASTON, JUDGE

AFFIRMED

Kenneth Linn, Oklahoma City, Oklahoma, for
Appellant,

Joel W. Barr, Norman, Oklahoma, for Appellee.

Opinion by Larry Joplin, Vice-Chief Judge:

¶1 Defendant/Appellant State of Oklahoma, ex rel. Department of Public Safety (State or DPS) seeks review of the trial court's order setting aside DPS' revocation of the driver's license of Plaintiff/Appellee Jeremy R. Chastain (Chastain) for lack of the arresting officer's jurisdictional authority. Having reviewed the record, however, we hold the order of the trial court should be affirmed.

¶2 A University of Oklahoma police officer arrested Chastain for operation of a motor vehicle while under the influence of an intoxicating substance, and Chastain refused to submit to breath or blood testing. DPS consequently revoked Chastain's driver's license.

¶3 Chastain subsequently challenged the revocation for lack of a valid arrest within the geographical jurisdiction of the OU police officer. An administrative hearing officer sustained the revocation.

¶4 Chastain then commenced the instant action for review of the revocation by the trial court. At hearing, the parties stipulated that neither the offense nor the arrest occurred on the OU campus, or on a public way immediately adjacent thereto. State nevertheless asserted validity of Chastain's arrest pursuant to a statutorily authorized "Law Enforcement Services Agreement" (Agreement) negotiated by and between the City of Norman and the OU Board of Regents in 1993, which, as amended by a joint memorandum of the OU and Norman Chiefs of Police in 2000, granted OU police officers jurisdiction to "initiate traffic enforcement actions upon public thoroughfares at any location within the incorporated limits of the City of Norman in response to observed violations of municipal ordinances or state law."

¶5 On consideration of the stipulations and argument of counsel, the trial court set aside the revocation, "holding that 74 O.S. §360.17 combined with the law enforcement services agreement of ... 1993 and the [subsequent] memorandum agreement ... is insufficient to grant the campus police jurisdiction to generally enforce Norman municipal ordinances." State appeals, arguing the joint memo agreement of the Chiefs of Police was a statutorily permitted alteration of the OU Police Department's (OUPD) jurisdiction to include the area of Chastain's arrest.

¶6 On this issue, Oklahoma statute provides:

Jurisdiction of campus police officers -
Authority of campus police departments

The jurisdiction of campus police officers includes the campus and *pursuant to an agreement authorized by this act*, the highways, streets, roads, alleys, easements, and other public ways immediately adjacent to their campus and any other areas authorized by such agreement. This delineation of juris-

diction, however, shall not be understood as limiting the completion of any necessary enforcement activities which began within these jurisdictions and are in compliance with the agreements made with the municipality or county sheriff pursuant to this act. In the absence of an agreement, only those law enforcement activities which began on campus may be completed off campus and such activities must be completed in a timely manner. Such law enforcement activities shall only be authorized if the campus police have coordinated the activities with the local law enforcement agency having jurisdiction in that off campus area. *In addition, a campus police officer shall have jurisdiction in other locations pursuant to an agreement authorized by this act.* Such agreement may authorize the chief administrative officer of the law enforcement agency to request assistance pursuant to the agreement. Campus police officers, commissioned pursuant to this act, shall have the same powers, liabilities, and immunities as sheriffs or police officers within their jurisdiction.

74 O.S. §360.17(A). (Emphasis added.)

¶7 In 1993, the OU Board of Regents and the City of Norman entered the Agreement, as contemplated by §360.17. The Agreement in relevant part provides:

1. The Police Division of the University of Oklahoma Department of Public Safety, hereinafter referred to as "OUPD," and its duly commissioned and certified police officers have the authority to enforce criminal statutes, Norman municipal ordinances, and University rules and regulations *on all property*, including streets, highways, roads, alleys, easements and other public ways or public property, including streets, highways, and alleys that is *surrounded by or predominantly surrounded by Board owned, leased or rented property*.
2. The OUPD and its duly commissioned and certified police officers shall have the authority to enforce criminal statutes and Norman municipal ordinances *on all property*, including streets, highways, roads, alleys, easements, and other public ways or public areas *adjacent to property owned, leased, or rent-*



ed by the Board, and adjacent to property, including streets, highways, roads, alleys, easements and other public ways and areas surrounded or predominantly surrounded by Board owned, leased or rented property.

11. The parties to this Agreement understand that as time passes, situations change and property ownership and occupancy varies. Parties therefore agree that the Chief Executive Officers of the respective law enforcement agencies are authorized, by the use of joint written memoranda and/or joint written mutual aid agreements and maps, to delineate the responsibilities of each respective department and the geographical boundaries thereof in accordance with the terms of this Agreement.

(Emphasis added.)

¶8 On February 8, 2000, in stated compliance with paragraph 11 of the Agreement, the OU and Norman Chiefs of Police executed and published a joint memorandum "to delineate the responsibilities of each department and the geographical boundaries thereof." That memo provided in pertinent part:

4. Certified commissioned personnel of the University of Oklahoma, Norman Campus, Police Department may, whenever on duty in suitably equipped vehicles, initiate traffic enforcement actions upon public thoroughfares at any location within the incorporated limits of the City of Norman in response to observed violations of municipal ordinances or state law.
5. Certified commissioned personnel of the City of Norman Police Department may, whenever on duty in suitably equipped vehicles, initiate traffic enforcement actions upon public thoroughfares at any location upon property of the University of Oklahoma within or without the incorporated limits of the City of Norman in response to observed violations of municipal ordinances or state law.

¶9 As a matter of statutory construction, we are bound to "ascertain and follow the intent of the Legislature." *Bruner v. Sobel*, 1998 OK 60, ¶9, 961 P.2d 815, 817. And, the plain language

of an enactment governs its construction: "[W]here the Legislature has clearly expressed its intent, the use of additional rules of construction are unnecessary and a statute will be applied as written." *Id.*

¶10 So guided, we are convinced that by §360.17, the Legislature plainly expressed its intent to permit the negotiation of an agreement between a city and university delineating the jurisdictional boundaries of their respective law enforcement agencies. Indeed, the Oklahoma Court of Criminal Appeals construed the very agreement before us as not unconstitutionally vague in the delineation of jurisdiction, and approved an arrest by an OU police officer on property not adjacent to the OU campus where the offense occurred within the primary jurisdiction of OUPD as described by the 1993 Agreement. *State v. Ockershauser*, 1996 OK CR 42, ¶¶10, 11, 924 P.2d 775, 777.

¶11 We are likewise convinced that the plain language of §370.17 permits a city and university to expand the law enforcement jurisdiction of a campus police department beyond the "highways, streets, roads, alleys, easements, and other public ways immediately adjacent to [the] campus" to include "any other areas" as the city and the university might agree. The Agreement in the present case validly and clearly expanded the jurisdiction of OUPD to public ways immediately "adjacent" to the OU campus, as well as "areas surrounded or predominantly surrounded by Board owned, leased or rented property." To the extent the trial court's remarks from the bench or the trial court's order may be read to suggest the city and university could not or did not so validly agree in 1993, the trial court erred.

¶12 The question remains, however, whether the Agreement delegated to the Norman and OU Chiefs of Police the authority, by joint memorandum, to expand the jurisdiction of OUPD, or only to delineate the jurisdictional boundaries previously agreed upon by the City of Norman and the OU Board of Regents.

¶13 We hold the plain language of paragraph eleven of the Agreement between Norman and OU only grants authority to the OU and Norman Police Chiefs to delineate, by joint memorandum, the jurisdiction of the OU police department when "as time passes, situations change and property ownership and occupancy varies," "in accordance with the terms of this agreement." (Emphasis added.) So, where

the ownership or occupancy of property within the jurisdiction of either the Norman Police Department or OUPD changes, the Agreement clearly permits the Norman and OU Chiefs of Police to redraw, by joint memorandum, the geographical boundaries of jurisdiction, but *only* in adjustment for the change in ownership or occupancy.

¶14 However, we read nothing in the Agreement as delegating to the Norman and OU Chiefs of Police the authority to affect, by joint memorandum, the global expansion of OUPD jurisdiction to include anywhere within the corporate limits of the City of Norman. To construe paragraph 11 of the Agreement absent the geographical limitations of paragraphs 1 and 2 ignores the Agreement's plain language. Further, such a construction would place the Chiefs of Police in the position of renegotiating the jurisdictional limits imposed on the campus police by both the statute and the Agreement's terms without the consent of either the city or university governing authorities. Neither the Legislature, nor the governing authorities of Norman and OU as the parties to the Agreement, intended such a result, or they surely would have so specifically expressed.

?
an
we
expand
their
authority
over
entire
city?

¶15 In the present case, the parties stipulated that neither the offense nor the arrest occurred either on the OU campus, or on a public way immediately adjacent to the OU campus. Neither of the parties even suggest either an emergency situation, or a change in the ownership

or occupancy of OU property as to justify the city-wide expansion of OUPD jurisdiction by joint memo.

¶16 While we have previously approved the Agreement as effective to delineate and expand the law enforcement jurisdiction of OUPD as including areas adjacent to, surrounded by, or substantially surrounded by OU property, we have also held the Agreement does not authorize the Norman and OU Chiefs of Police, by joint memorandum, to expand OUPD jurisdiction beyond the limits of the Agreement. Given the Agreement's delineation of OUPD jurisdiction limited to property and public ways adjacent to or surrounded by OU property, and the parties' stipulation that neither the offense nor the arrest occurred on the OU campus, or on a public way immediately adjacent thereto, we hold the trial court did not err in vacating the order of revocation.

¶17 The order of the trial court is therefore **AFFIRMED**.

JONES, J., and BUETTNER, J., concur.

1. "[T]he Agreement is not void for uncertainty or vagueness."
2. After district court dismissed State's attempted appeal of magistrate's order sustaining criminal defendant's motion to suppress for lack of a valid arrest within OUPD jurisdiction, on a reserved question of law, the Court of Criminal Appeals held, "[t]he order upholding the magistrate's decision was erroneous."

OKBAR.ORG

For Oklahomans. For Oklahoma attorneys. For justice for all.

Log on.

The official website of the Oklahoma Bar Association



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 12
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 19, 2008 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, authorizing the Mayor to sign a Business Customer Service Agreement with United States Cellular Corporation for cellular telephone service and equipment.

Recommendation

Motion to authorize the Mayor to sign a Business Customer Service Agreement with United States Cellular Corporation.

Discussion

Until recently, the City had its cellular telephone service (and equipment) through Cellular One. Unfortunately for the City, Cellular One was purchased by another company. The new company, AT&T, has indicated that the City could continue with its current service up until it needed to replace equipment, then the City would need to change to an AT&T plan or seek another vendor.

The City Administration has evaluated the options and is recommending that the City change cellular telephone vendors to United States Cellular. U.S. Cellular's proposal and proposed Business Customer Service Agreement is attached.

The monthly cost to the City to change to U.S. Cellular is approximately \$2,582.61 and an initial equipment cost (non-reoccurring) of \$500.29.

Approved By

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

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated August _____, 2008 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular. ("USCC"), and the City of McAlester, Oklahoma on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

- (a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.
- (b) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties. Customer may not use the Service for any unlawful, improper, harassing or abusive purposes or in a manner that interferes with USCC's network, business operations, employees or customers.

(b) Customer's use of the data services portion of Service (currently known as easyedgesm Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)"

means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM Licenses can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, Customer shall enter into, and at all times during the Initial Term and any Renewal Term maintain in place and comply with the terms of, the RIM Licenses needed to receive the BlackBerry portion of the Service. Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer enter into the applicable RIM License(s) as may be required by RIM.

(c) USCC shall provide Customer with a major account support team and customer support as set forth in Exhibit C.

(d) Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

(e) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

3. RATES AND CHARGES.

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability),

surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

(b) With respect to the BlackBerry portion of the Service, if any, Customer shall pay the rates set forth in the attached Exhibit E.

© USCC reserves the right to pass through to Customer with prior written notice any increased cost imposed on USCC by RIM with respect to Customer's usage of the BlackBerry portion of the Service. Customer agrees to pay any such cost passed through by USCC.

(d) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D or Exhibit E, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

4. BILLING AND PAYMENT.

USCC shall bill Customer on a monthly basis for all amounts due hereunder. Due to delayed reporting by other carriers, some wireless usage incurred while roaming outside a USCC market may be billed in months subsequent to Customer's actual usage. The minutes used, and associated charges, will be applied against Customer's monthly plan minutes in the month that the usage appears on Customer's bill rather than the month the calls were actually placed. Customer will be billed in advance for monthly access charges and in arrears for usage charges. Payments are due by the due date shown on the monthly invoice. USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

5. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

6. **EQUIPMENT.**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 20 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit G hereto.

7. **TERM AND TERMINATION.**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire on July 31, 2009 (the "Initial Term"). The term of this Agreement shall renew thereafter for a single one year term (the "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term.

(b) **Termination.** Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's

material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee of \$150.00 per terminated line of Service. Upon the expiration or termination of the Agreement, Customer shall return to U.S. Cellular all equipment Customer has purchased during the twelve (12) months immediately preceding the expiration or termination. Customer acknowledges that Customer receives subsidized equipment under this Agreement and Customer shall not be paid any additional consideration upon the return of the equipment to U.S. Cellular.

(d) Consequences of Termination. Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

8. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

9. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration at the request of either party. Each party shall bear its own costs and attorneys' fees. The American Arbitration Association shall administer the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Both parties acknowledge that this Agreement is a transaction involving interstate commerce, and is therefore governed by the Federal Arbitration Act. By agreeing to arbitration, both parties are waiving their right to litigate in court including any right to a jury trial. The parties agree that all claims shall be treated individually, and there shall be no consolidation of claims or class actions.

10. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

11. **LIMITS OF LIABILITY.**

USCC'S liability regarding Customer's use of the services or related equipment, or the failure of or inability to use the Service or Equipment, is limited to the charges Customer incurs for the applicable Service or Equipment during the affected period. This means USCC is not liable for any incidental, indirect or consequential damages (INCLUDING, WITHOUT LIMITATION, lost profits or lost business opportunities), punitive or exemplary damages, or attorneys' fees.

12. **DISCLAIMER OF WARRANTIES.**

USCC MAKES NO WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

13. **ASSIGNMENT.**

USCC may assign this Agreement without notice to Customer. Customer may assign this Agreement only with USCC's prior written consent.

14. **ENTIRE AGREEMENT AND AMENDMENT.**

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

15. **GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

16. **NO WAIVER; SEVERABILITY.**

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

17. **NOTICE.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:

Attn: _____

Customer:

Attn: City Manager

Mark B. Roath

City of McAlester

28 E. Washington

McAlester, Oklahoma 74501

FAX #: (918) 421-4971

With a copy to:

United States Cellular Corporation
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
1 S. Dearborn Street
Chicago, IL 60603
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

18. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

19. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

20. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

21. **AFFILIATES AND SUBSIDIARIES.**

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

22. **CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

23. **CONFIDENTIALITY.**

(a) **Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality.**

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) **Ownership and Return of Confidential Information.** Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or

other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) Required Disclosures. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR CORPORATION

CITY OF McALESTER, OKLAHOMA

By: _____

By: _____

Name: R. Mike Burwell

Name: _____

Title: Sr. Director of Sales

Title: Mayor

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
UNITED STATES CELLULAR CORPORATION
AND
CITY OF McALESTER OKLAHOMA

EXHIBIT A

CURRENT COVERAGE MAP

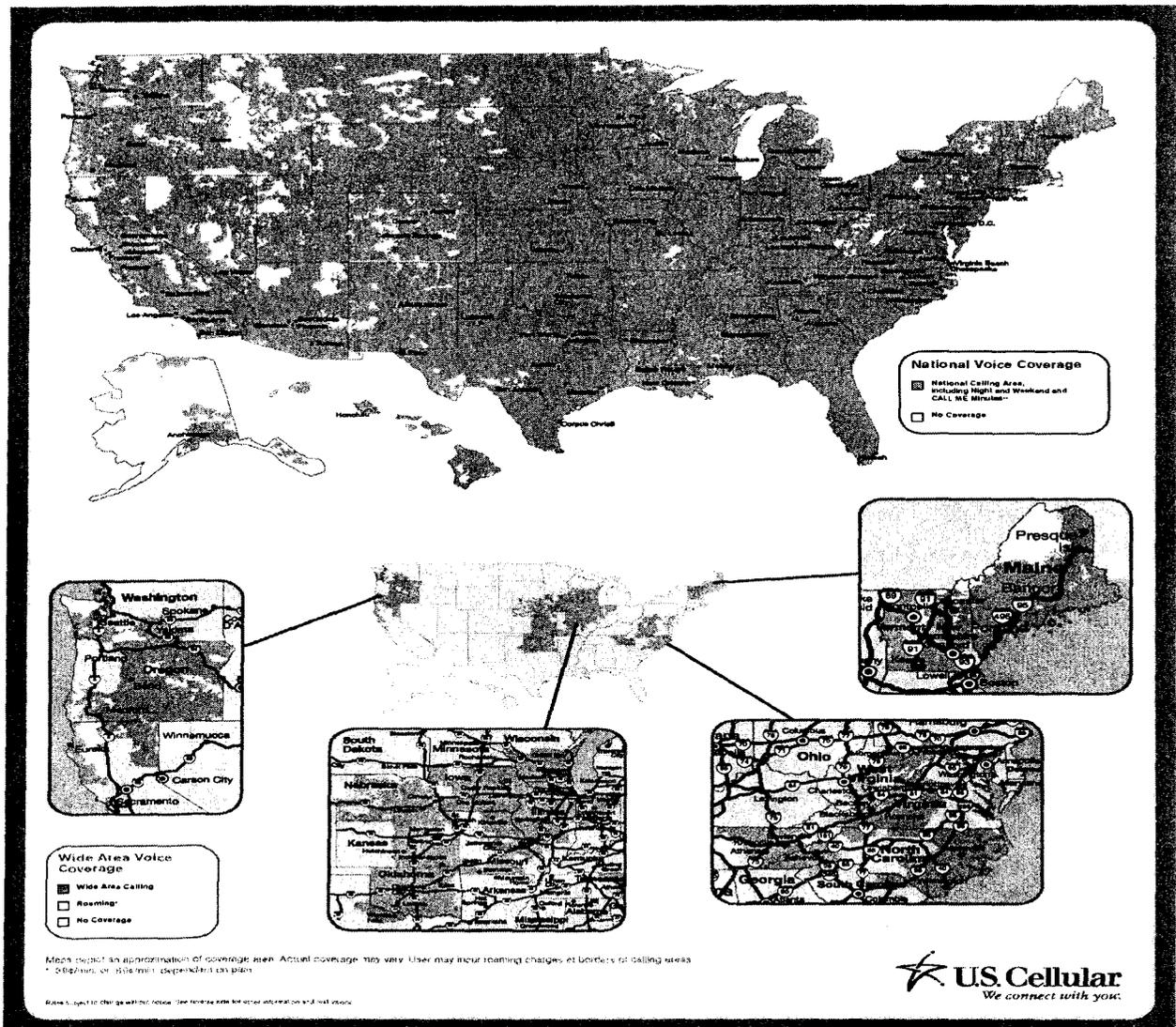


EXHIBIT B

U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. **Limited License.** The developer of the Application (“Developer”) hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term “Application” includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.
2. **Restrictions.** You agree not to reproduce, modify or distribute the Application or other software included in your wireless device (“Other Software”). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.
3. **Ownership.** You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.
4. **Termination.** This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.
5. **Disclaimer of Warranty.** THE APPLICATION IS LICENSED TO YOU “AS IS.” DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.
6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER’S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

7. Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.
8. Government. If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is “commercial computer software” developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.
9. Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California’s conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

EXHIBIT C
CUSTOMER SUPPORT

Account Team Contact Information:

Major Account Business line 1 800 305 2501

Susan Sellers, Major Account Executive 918 636 0126

Other Customer Service Contact Information:

Shannon Burke 918 270 5539

EXHIBIT D
RATES

USCC shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the “send” button until the call is terminated.

“Application Charges” means the charges incurred for all monthly subscription fees and “per use” fees for data applications.

“Data Network Usage Charges” means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

Rate plan

Wide Area Business Community 300 Pooled Plan

\$23.99 per line (all 89 lines)

300 minutes per line x 89 lines = 26,700 anytime pooled minutes PLUS

FREE UNLIMITED WIDE AREA Incoming Minutes and

FREE UNLIMITED WIDE AREA Mobile-to-Mobile Minutes

30 minutes per line, per month pooled, free nationwide roaming minutes

50% discount on accessories (50% off retail pricing)

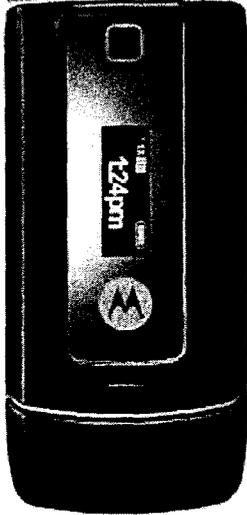
\$39.95 unlimited BlackBerry® data plan, for 10 lines with Blackberrys

EXHIBIT E
BLACKBERRY SERVICE RATES

\$39.95 per line unlimited BlackBerry® Data Service

**EXHIBIT F
EQUIPMENT**

Motorola W385 .01



LG 380 \$19.95

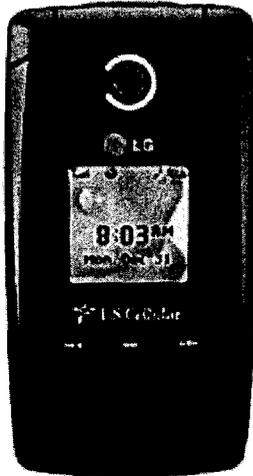
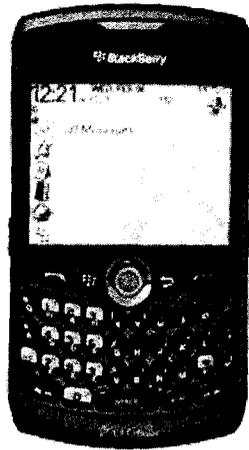


EXHIBIT G
BLACKBERRY EQUIPMENT
BlackBerry® Curve \$49.95





Proposal for City of McAlester

89 lines

Wide Area Business Community 300

\$23.99 per line, 300 anytime wide area minutes per line, pooled, **PLUS 2 of the following free features:**

- Free Unlimited Wide Area Incoming Minutes
- Free Unlimited Wide Area Nights/Weekends-9p
- Free Unlimited Wide Area Mobile to Mobile

(normally \$29.99 per line with only one free feature)

300 minutes per line x 89 lines = 26,700 pooled anytime minutes per month PLUS 2 FREE FEATURES

PLUS 30 free nationwide roaming minutes per line, per month—89 lines x 30 min/line = 2670 nationwide pooled roaming minutes per month

Equipment Options

- .01 Motorola W385
- 19.95 LG 380
- 19.95 BlackBerry® Curve

Accessories

50% discount

on retail pricing on all accessories
(Car chargers, \$9.98 each, Most cases \$7.48)

Unlimited data plan

\$39.95/line/month-BlackBerry® users

All pricing based on an initial term of one year with a single one year renewal.

Additional Features/Benefits

- FREE Mabel Electronic Billing each month—sort by department, see detailed usage and charges.
- FREE Monthly Paper bill—easy to read with summary of all users airtime and costs on first pages, detail pages attached.
- FREE Replacement phones—All U.S. Cellular® phones previously owned and used by the City of McAlester can be reactivated for emergencies and replacements at no charge.
(Also, in stock used replacement phones can be offered at 50% discount)
- U.S. Cellular®'s Award Winning Customer Service and Outstanding Network!
- A Major Account Executive, Susan Sellers, A Sales Support Specialist, Shannon Burke and a Major Account Business cue to support your needs.
- A Wireless Data Specialist, Cherie Crenshaw to assist in BlackBerry® training and other data issues

Susan Sellers
Major Account Executive
U.S. Cellular®
Susan.sellers@uscellular.com
918 636 0126



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008 Item Number: 13
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 19, 2008 Budgeted Amount: _____
Exhibits: Five

Subject

Consider, and act upon, a Resolution accepting a Quit Claim Deed for certain lots from the Board of Commissioners of Pittsburg County for certain vacant lots and declaring said lots surplus property to be conveyed to KiBois Community Action Foundation, Inc., via Quit Claim Deed, for use in providing building locations for new affordable single family residences.

Recommendation

Motion to approve a Resolution accepting certain lots from the Board of Commissioners of Pittsburg County, declaring said lots surplus property, and conveying said lots to KiBois Community Action Foundation, Inc.

Discussion

On May 27, 2008, R. Carroll Huggins, Executive Director and Chief Executive Officer for KiBois Community Action Foundation, Inc., addressed the City Council to seek support for conveyance of Pittsburg County vacant lots to the City; then, in turn, to KiBois for use in building affordable single family residences. The City Council voted to approve the City Administration working with the Board of Commissioners of Pittsburg County to effectuate the transfer.

After seeing assistance from the City Attorney's Office, the City Administration contacted the Board of Commissioners to sign a Quit Claim Deed to transfer ownership of various vacant lots. The Board of Commissioners approved the transfer on August 4, 2008.

This Resolution accepts the Quit Claim Deed of the Board of Commissioners; declares the property accepted surplus, and authorizes the City to convey, via Quit Claim Deed, said vacant lots to KiBois Community Action Foundation, Inc., for use in providing building locations for new affordable single family residences within the City.

Approved By

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, ACCEPTING QUIT CLAIM DEED FOR VARIOUS LOTS, FROM PITTSBURG COUNTY BOARD OF COMMISSIONERS AND CONVEYING SAID DEED TO KIBOIS COMMUNITY ACTION FOUNDATION, INC.

WHEREAS, The Board of County Commissioners of Pittsburg County, Oklahoma, has tendered to the City of McAlester, a quit claim deed, duly executed and delivered, describing in particular those various tracts and vacant lots owned by Pittsburg County, State of Oklahoma, attached thereto as "Exhibit A", and

WHEREAS, such conveyance is made to the City of McAlester for the intended purpose of said City in turn conveying said tracts and vacant lots to KiBois Community Action Foundation, Inc. for the purpose of providing building locations within the City for construction by said Foundation of new affordable single family residences thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that the quit claim deed tendered to said City by the Board of Commissioners of Pittsburg County, Oklahoma for the above stated purpose be and is hereby accepted by the City.

BE IT FURTHER RESOLVED, that those various tracts and vacant lots which have been conveyed to the City by such deed be hereby declared surplus property, not needed by the City and to be in turn conveyed to KiBois Community Action Foundation, Inc. for the use and purpose of providing building locations for construction thereby of new affordable single family residences thereon, upon receiving those necessary assurances and agreements therefrom of said grantee's intended use of the property conveyed in conformity with the intentions of the grantor's expressed in this resolution and further authorizing the Mayor and City Clerk to execute and deliver said quit claim deed on behalf of the City of McAlester.

PASSED AND APPROVED this _____ day of August, 2008.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Pittsburg County Board of County Commissioners

GENE ROGERS
District #1

KEVIN SMITH
District #2

VACANT
District #3



JANICE YOUNG
Secretary

SANDRA CRENSHAW
Secretary

918-423-1338

**600 East Choctaw
McALESTER, OKLAHOMA 74501**

August 6, 2008

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

RE: Quit Claim Deed

Dear Mr. Roath,

You will find enclosed the quit claim deed transferring ownership of several lots from Pittsburg County to the City of McAlester for the McAlester Affordable Housing Project. Please send us a copy of the deed once it has been filed with the Pittsburg County Clerk's Office for our records.

If you should have any questions please contact our office at your convenience.

Sincerely,

Sandra Crenshaw
Secretary
Board of County Commissioners
Pittsburg County, Oklahoma

QUIT CLAIM DEED
(Corporation)

THIS INDENTURE, Made this 4 day of August, 2008, between The Board of County Commissioners of Pittsburg County, State of Oklahoma, party of the first part, and The City of McAlester, Oklahoma, Po Box 578, McAlester, Oklahoma 74502, party of the second part;

Witnesseth, that said party of the first part, in consideration of the sum of One and no/100ths Dollars (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto the said party of the second part, all right, title, interest and estate of first party, in and to all the following described property situate in Pittsburg County, State of Oklahoma, to-wit:

Legal description of Real Property deeded is attached as "Exhibit A"

NO REVENUE GIVEN FOR DEED (68 O. S. 3202(11))

together with all improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the second part, and to the successors heirs and assigns of the second party forever, so that neither the said party of the first part or any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred. Provided, title to any tract or lot hereby conveyed, upon which no new affordable single family residence is constructed within a period of three(3) years from the date of this deed, shall revert to grantor.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and

me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Board of County Commissioners, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written above.



Sandra K. Crenshaw
Notary Public

My Commission expires: 4-16-2011
My Commission no.: 03006291

Exhibit "A"

All Properties are Surface Only

1. E/2 Lot 7 Block 441 South McAlester & N 16' of Vacant Kiowa Avenue lying adjacent thereto
2. W 62 ½' Lot 7 Block 443 South McAlester
3. E 50' or E/2 Lot 9 Block 621 South McAlester
4. W/2 Lot 3 Block 220 South McAlester
5. E/2 Lot 7 Block 265 South McAlester
6. W/2 Lot 14 Block 215 South McAlester
7. Lot 2 Block 257 South McAlester
8. Lot 6 Block 279 South McAlester
9. E 50' Lot 4 Block 293 South McAlester
10. W 90' Lot 7 Block 342 South McAlester
11. W 60' Lot 5 Block 340 South McAlester
12. W 80' Lot 5 Block 371 South McAlester
13. W 50' or W/2 Lot 3 Block 421 South McAlester
14. W 75' Lot 3 Block 416 South McAlester

QUIT CLAIM DEED
(Corporation)

THIS INDENTURE, Made this _____ day of _____, 2008, between The City of McAlester, Oklahoma, party of the first part, and KiBois Community Action Foundation, Inc. , Po Box 727, Stigler Oklahoma 74462, party of the second part;

Witnesseth, that said party of the first part, in consideration of the sum of One and no/100ths Dollars (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto the said party of the second part, all right, title, interest and estate of first party, in and to all the following described property situate in Pittsburg County, State of Oklahoma, to-wit:

Legal description of real property deeded is attached as "Exhibit A"

NO REVENUE GIVEN FOR DEED (68 O. S. 3202)

together with all improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the second part, and to these successors, heirs and assigns of the second party forever, so that neither the said party of the first part or any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred. Provided, title to any tract or lot hereby conveyed, upon which no new affordable single family residence is constructed within a period of three(3) years from the date of this deed, shall revert to grantor.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and

voluntary act and deed of said City of McAlester, Oklahoma, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written above.

(seal)

Notary Public

My Commission expires: _____

My Commission no.: _____

Exhibit "A"

All Properties are Surface Only

1. E/2 Lot 7 Block 441 South McAlester & N 16' of Vacant Kiowa Avenue lying adjacent thereto
2. W 62 ½' Lot 7 Block 443 South McAlester
3. E 50' or E/2 Lot 9 Block 621 South McAlester
4. W/2 Lot 3 Block 220 South McAlester
5. E/2 Lot 7 Block 265 South McAlester
6. W/2 Lot 14 Block 215 South McAlester
7. Lot 2 Block 257 South McAlester
8. Lot 6 Block 279 South McAlester
9. E 50' Lot 4 Block 293 South McAlester
10. W 90' Lot 7 Block 342 South McAlester
11. W 60' Lot 5 Block 340 South McAlester
12. W 80' Lot 5 Block 371 South McAlester
13. W 50' or W/2 Lot 3 Block 421 South McAlester
14. W 75' Lot 3 Block 416 South McAlester

ERVIN & ERVIN

ATTORNEYS AT LAW, L.L.P.

215 EAST CHOCTAW, SUITE 104
FIRST NATIONAL CENTER
P. O. BOX 1449
McALESTER, OKLAHOMA 74502

WILLIAM J. ERVIN
WILLIAM J. ERVIN, JR.

PHONE (918) 423-4242
FAX (918) 423-4243

July 16, 2008

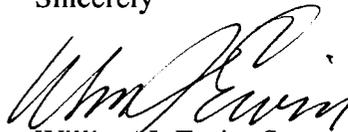
Mr. Mark Roath
City Manager
City of McAlester, Ok 74501

RE: Request for Preparation of legal documents pertaining to transfer of ownership of vacant lots for construction of affordable single family housing pursuant to agreement with KiBois Community Action Foundation, Inc.

Dear Mr. Roath:

Please find attached those documents prepared for use by the City of McAlester and the Board of Commissioners of Pittsburg County in transferring ownership of those certain vacant lots for use by KiBois Community Action Foundation, Inc. in constructing the proposed new affordable single family residences.

Sincerely



William J. Ervin, Sr.
ERVIN & ERVIN
City Attorney

enclosures
WJE/ta



McAlester City Council

AGENDA REPORT

Meeting Date: August 26, 2008
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 19, 2008

Item Number: 14
Account Code: _____
Budgeted Amount: _____
Exhibits: Four

Subject

Discussion, and possible action, on creating and hiring the positions of (a) Human Resources Director; (b) Public Information Officer; (c) Central Purchasing Agent; and (d) Grant Writer.

Recommendation

Discussion

Chris Fiedler, Councilmember, has submitted written information, for Council discussion, on creating the positions of (a) Human Resources Director; (b) Public Information Officer; (c) Central Purchasing Agent; and (d) Grant Writer.

Approved By

Initial

Date

Department Head

City Manager

MBR

08/19/08

**To : Mark Roath
City Manager**

**From : Chris Fiedler
Councilman
Ward 1**

I am requesting the following item be put on the Aug. 26, 2008 agenda for regular council meeting.

Discussion and possible action on creating and hiring for the position of Human Resource Director

The Human Resources Director guides and manages the overall provision of Human Resources services, policies, and programs for the City of McAlester. The major areas directed are:

- recruiting and staffing;
- organizational and space planning;
- performance management and improvement systems;
- organization development;
- employment and compliance to regulatory concerns;
- employee orientation, development, and training;
- policy development and documentation;
- employee relations;
- compensation and benefits administration;
- employee safety, welfare, wellness and health;
- charitable giving; and
- employee services and counseling
- **The Human Resource Director will work under the direct supervision of the City Manager.**

The qualified candidate should have the following qualifications: have at least 3 yrs

experience in this field, have a background in city government and business administration. Be able to work with several city departments. Have a strong background in computer skills. Able to use MS Works, MS Words, Excel, Power Point. Able to communicate effectively with people.

Salary: based on experience

**To : Mark Roath
City Manager**

**From : Chris Fiedler
Councilman
Ward 1**

I am requesting the following item be put on the Aug. 26, 2008 agenda for regular council meeting.

Discussion and possible action on creating and hiring for the position of Public Information Officer(PIO)

Public Information Officers (PIOs) are the communications coordinators or spokespersons of certain governmental organizations (i.e. police departments, army, city, county, state governments), but solely in providing information to the public and the media as required by law and according to the standards of their profession.

The Public Information Officer shall be responsible for all information released and/or requested by the public and all media outlets. The PIO shall work directly under the supervision of the city manager. Will work with all departments of The City of McAlester. Will help with mainting, updating, and redevelopment of the City of McAlester Web Sites.

The quilfied candidate should have the following qualifications: have at least 3 yrs experience in this field, Be able to work with several city departments. Have a strong background in computer skills. Able to use MS Works, MS Words, Excel, Power Point. Able to communcate effectively with people.

Salary: based on experenice

**To : Mark Roath
City Manager**

**From : Chris Fiedler
Councilman
Ward 1**

I am requesting the following item be put on the Aug. 26, 2008 agenda for regular council meeting.

Discussion and possible action on creating and hiring for the position of Central Purchasing Agent

The Central Purchasing Agent will be responsible for all purchasing including oversight of the bidding process to ensure compliance with local, state, and federal laws.

The Central Purchasing Agent will work under the direct supervision of the City Manager.

The qualified candidate should have the following qualifications: have at least 3 yrs experience in this field, have a background in city government and business administration. Be able to work with several city departments. Have a strong background in accounting and computer skills. Able to use MS Works, MS Words, Excel, Power Point. Able to communicate effectively with people.

Salary: based on experience

**To : Mark Roath
City Manager**

**From : Chris Fiedler
Councilman
Ward 1**

I am requesting the following item be put on the Aug. 26, 2008 agenda for regular council meeting.

Discussion and possible action on creating and hiring for the position of Grant Writer

The Grant Writer will be responsible for obtain funds from Foundtions, State and Federal Agencies for all departments of The City of McAlester. The Grant Writer will also help the city departments in maintaining information needed to quilfy for Grants . The Grant Writer will work under the direct supervision of the City Manager.

The quilfied candidate should have the following qualifications: Trained and certified as a Grant Writer, have at least 3 yrs experience in this field, have a background in city government and business adminstration. Be able to work with several city departments. Have a strong background in accounting and computer skills. Able to use MS Works, MS Words, Excel, Power Point. Able to communcate effectively with people.

Salary: based on experenice

Council Chambers
Municipal Building
August 12, 2008

The McAlester Airport Authority met in regular session on Tuesday, August 12, 2008, at 6:00 P.M. after proper notice and agenda was posted August 7, 2008.

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

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

- **Approval of the Minutes from the July 22, 2008, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item 14 related to authorizing the Mayor to execute an Addendum to an Airport Hangar Lease Agreement with the Oklahoma Department of Public Safety.** *(Mel Priddy, Community Services Director)*
- **Confirm action taken on City Council Agenda Item E regarding the Claims for Fiscal Year 2007-2008, ending June 30, 2008.** *(Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)* No claims for this period.
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of July 23, 2008 through August 12, 2008.** *(Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)* In the amount of: \$4,377.81.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 12, 2008

The McAlester Public Works Authority met in Regular session on Tuesday, August 12, 2008, at 6:00 P.M. after proper notice and agenda was posted August 7, 2008.

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

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

- **Approval of the Minutes from the July 22, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item 13 related to authorizing the Mayor to execute a Contract with McGuire Brothers Construction, Inc., in the amount of \$136,911.00, for a water and sewer improvement project, following execution of the Contract by the contractor and review and approval by the City Attorney.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 15 related to a Resolution of the City of McAlester, Oklahoma, amending Resolution No. 07-09, which established the Budget for Fiscal Year 2007/08; repealing all conflicting resolutions; providing for a severability clause; and providing for an effective date.** *(Mark B. Roath, City Manager and Acting Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 16 related to approving payment to Kirby Smith Machinery, Inc., in the amount of \$29,454.43, for repairs to a rental dozer at the McAlester Municipal Landfill.** *(George Marcangeli, City Engineer and Public Works Director)*
- **Confirm action taken on City Council Agenda Item E regarding the Claims for Fiscal Year 2007-2008, ending June 30, 2008.** *(Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)* In the amount of: \$87,130.42.
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of July 23, 2008 through August 12, 2008.** *(Mark B. Roath, City Manager and Acting Chief Financial Officer and Sherry Alessi, Assistant Chief Financial Officer)* In the amount of: \$103,687.33.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

Cora Middleton, Secretary

Kevin Priddle, Chairman

Council Chambers
Municipal Building
July 22, 2008

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

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

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

- **Approval of the Minutes from the June 24, 2008, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of August, 2008.** *(Sherri Alessi, Assistant Chief Financial Officer)* In the amount of \$35,040.42.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

Kevin E. Priddle, Chairman

Cora Middleton, Secretary