



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, September 9, 2008 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle Mayor
Chris B. Fielder 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

- Terren Anderson, Pastor of Life 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 26, 2008, Regular Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- B. **Concur with Mayor's appointment of Greg McNall to the Audit and Finance Advisory Committee for a term to expire March, 2010.** *(Kevin E. Priddle, Mayor)*
- C. **Concur with Mayor's reappointment of Steve Foster to the Audit and Finance Advisory Committee for a term to expire August 2010.** *(Kevin E. Priddle, Mayor)*
- D. **Concur with Mayor's reappointment of John Goodyear to the Audit and Finance Advisory Committee for a term to expire May 2009.** *(Kevin E. Priddle, Mayor)*
- E. **Concur with Mayor's reappointment of Tom Glenn to the Audit and Finance Advisory Committee for a term to expire February 2009.** *(Kevin E. Priddle, Mayor)*
- F. **Concur with Mayor's appointment of J.T. Collier to the Board of Ethics for a term to expire July 2012.** *(Kevin E. Priddle, Mayor)*
- G. **Concur with Mayor's appointment of James Ward to the Board of Ethics for a term to expire July 2012.** *(Kevin E. Priddle, Mayor)*
- H. **Approval of Claims for Fiscal Year 2007-2008, ending June 30, 2008.** *(Sherry Alessi, Assistant City Financial Officer)*
- I. **Approval of Claims for the period of August 27, 2008 through September 9, 2008.** *(Sherry Alessi, Assistant City Financial Officer)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

SCHEDULED BUSINESS

1. **Consider, and act upon, a request by Maureen Harrison for a large dumpster and landfill vouchers to be used during the "Make a Difference Day" scheduled for Saturday, October 25, 2008.** *(Maureen Harrison, Petitioner)*

Executive Summary

This agenda item involves a request for a dumpster and free landfill dumping during "Make a Difference Day".

2. **Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, amending the Code of Ordinances, Chapter 2, Article 5, creating new Sections 2-171 and 2-172 related to the Personnel Board; providing for a severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item concerns the reinstatement of the Personnel Board, which was removed from the new City Charter.

3. **Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, amending 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 concerns a budget amendment for the additional principal payment on the EXPO Center Seating Loan.

4. **Consider, and act upon, authorizing the Mayor to sign a Lease Purchase Renewal with the First National Bank and Trust Company, McAlester, Oklahoma, for EXPO equipment. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves a Lease Purchase Renewal for EXPO Center Seating Loan, which the principal balance to be financed is \$259,371.58. The Lease Purchase Renewal calls for an annual payment of \$93,819.71, commencing September 16, 2009 and on the 16th of September each year thereafter with the final payment due September 16, 2011. The interest rate on the lease is a tax exempt rate of 4.20%. Note: The Renewal Lease takes into consideration the City paying the normal annual lease payment of \$103,548.70 on September 16, 2008 plus an additional \$200,000 pay down on the principal balance.

5. **Consider, and act upon, a Letter Agreement amending the Economic Agreement with Lowe's Home Centers, Inc., related to the Annual Certification being based on the calendar year. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves a revision to the Economic Agreement with Lowe's Home Centers, Inc., and provides that the annual certification be based on the calendar year.

6. **Consider, and act upon, approving additional Cemetery Perpetual Care interest to complete road improvements at the Oak Hill Cemetery. (Mel Priddy, Community Services Director)**

Executive Summary

This agenda item involves authorization to use additional Cemetery Perpetual Care interest to supplement funds already approved for road improvements at the Oak Hill Cemetery. The additional funds are needed due to the increased cost of asphalt.

7. **Consider, and act upon, authorizing Eric D. Janzen, Steidley and Neal, P.L.L.C., to explore settlement in the case of City of McAlester v. Ramsey, No. C-07-1218 (Dist. Ct. Pittsburg County). (John Browne, Councilman)**

Executive Summary

This agenda item involves authorizing the City's legal representative in the above named case to explore settlement.

8. **Consider, and act upon, authorizing the City, through the McAlester Public Works Authority, to lease purchase a garbage truck. (John Browne, Councilman)**

Executive Summary

This agenda item involves authorizing the City, through the McAlester Public Works Authority, to lease purchase a garbage truck.

9. **Consider, and act upon, the free use of the landfill on the first Saturday of each month for residents of McAlester that show a City water bill. (Kevin E. Priddle, Mayor)**

Executive Summary

This agenda item involves free dumping at the landfill on the first Saturday of each month for McAlester residents showing a City water bill.

10. Consider, and act upon, an Ordinance of the City of McAlester, amending Section 2-42 of the McAlester City Code relating to the Order of Business; providing for severability, repealing and savings clauses; and providing for an effective date of this ordinance. (Mark B. Roath, City Manager)

Executive Summary

This agenda item involves a revision to the City Council's Order of Business for Council meetings to add a public hearing section.

11. Discussion and possible action upon the adoption of a McAlester Code of Conduct for all City Council members, City officers and City employees. (Kevin E. Priddle, Mayor)

Executive Summary

This agenda item involves a proposed McAlester Code of Conduct, which is required by Article 7, Section 7.01 (c) (1), (2) and (3) of the City Charter.

12. Discussion and possible action upon the adoption of a 2008 Mission Statement for the City's Audit and Finance Advisory Committee. (Kevin E. Priddle, Mayor)

Executive Summary

This agenda item involves a proposed 2008 Mission Statement for the Audit and Finance Advisory Committee, which is required Article 5, Section 5.14 (c) of the City Charter.

13. Consider, and act upon, a Letter of Engagement with the Certified Public Accountant firm of Crawford and Associates, P.C., for consulting services related to an analysis of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999 and 2002 Capital Improvement Bonds. (Mark B. Roath, City Manager)

Executive Summary

This agenda item involves a Letter of Engagement with Crawford and Associates, P.C., for consulting services related to gathering documentation to allow an analysis of the sales tax receipts and debt service payments on the 1992, 1995, 1999 and 2002 capital improvement bonds. In addition, the firm is to prepare a cash basis schedule of restricted sales tax receipts and debt service payments on the 1992, 1995, 1999 and 2002 capital improvement bonds to determine any sales tax collections in excess of the debt service payments.

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 26, 2008, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)

- **Confirm action taken on City Council Agenda Item H regarding the Claims for Fiscal Year 2007-2008, ending June 30, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item I regarding the Claims for the period of August 27, 2008 through September 9, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

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CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the August 26, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item 8 related to free use of the landfill on the first Saturday of each month for residents of McAlester that show a City water bill.** *(George Marcangeli, City Engineer and Public Works Director)*
- **Confirm action taken on City Council Agenda Item H regarding the Claims for Fiscal Year 2007-2008, ending June 30, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item I regarding the Claims for the period of August 27, 2008 through September 9, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this ___ day of ____, 2007 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 26, 2008

The McAlester City Council met in regular session on Tuesday, August 26, 2008, at 6:00 P.M. after proper notice and agenda was posted August 21, 2008, at 3:40 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: George Marcangeli, City Engineer/Public Works Director; Karen Boatright, Court Administrator; Cora Middleton, City Clerk; William J. Ervin, Jr., City Attorney and Mark Roath, City Manager

INVOCATION & PLEDGE OF ALLEGIANCE

- **Cliff House, Pastor of Lakewood Christian Church**

Mayor Priddle encouraged anyone that had not taken the opportunity to vote to please do so. He recognized Claudia Keeling, Program Director for Air Evac Life Team. He added that the McAlester Base had been recognized as the Regional Base of the Year for 2008.

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 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)** In the amounts of: General Fund - \$135,824.50; Parking Authority - \$174.22; Nutrition - \$700.31; Revolving Evidence - \$9,000.00; SE Expo Center/Tourism Fund - \$8,325.781; E-911 - \$2,112.05 and Economic Development - \$25,000.00.

Councilman Mason requested that item “E” be removed from the consent agenda for individual consideration.

Councilman Browne moved for the approval of the Consent Agenda Items “A, B, C, D and F.” The motion was seconded by Councilman Fiedler.

There was no further discussion and the vote was taken on items “A” through “D” and “F” 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

- E. Approval of claims through June 30, 2008. (Sherry Alessi, Assistant Chief Financial Officer)** In the amount of General Fund - \$11,427.10.

Councilman Mason asked what a graffiti camera was?

Mr. Roath explained that it was a camera that could be mounted in such a way that it could provide surveillance in areas that graffiti was occurring.

Councilman Mason moved to approve claims through June 30, 2008. The motion was seconded by Councilman Condit.

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.

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 Springs 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 square feet or better for each unit constructed and that each dwelling unit be constructed of 100% masonry.

Mayor Priddle explained that Mr. Martin had requested that this item be withdrawn.

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

Councilman Condit moved to open the Public Hearing to consider 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. The motion was seconded by Councilman Browne.

Councilman Condit moved to close the Public Hearing, seconded by Councilman Browne.

There was no discussion, and no vote was taken.

Mayor Priddle commented that the first sentence stated that the Committee shall consist of up to seven members and there shall be four Citizen members. He asked if that could be changed to a majority of Citizen members in case there were only five and not seven members. That would make it more consistent with what the City Charter said.

Councilman Mason commented that he believed that was covered in the mission statement.

There was no other discussion, and Mayor Priddle stated it would remain as it was written.

ORDINANCE NO. 2298

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.

Councilman Browne moved for approval of ORDINANCE NO. 2298, seconded by Councilman Mason.

There was no 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.

Councilman Fiedler moved for approval of the EMERGENCY CLAUSE, seconded by Councilman Mason.

There was no 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.

- 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.

Mayor Priddle explained that on June 23, 2008 the City Council had adopted the fiscal year 2008-2009 by approving Resolution No. 08-15. The new City Charter required that the Budget be adopted by Ordinance and this was just a technicality to abide by the new Charter.

Councilman Fiedler moved to open the Public Hearing to consider 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. The motion was seconded by Councilman Fiedler.

There was no discussion.

Councilman Browne moved to close the Public Hearing. The motion was seconded by Councilman Wilkinson 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.

ORDINANCE NO. 2299

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.

Councilman Mason moved for approval of ORDINANCE NO. 2299, seconded by Councilman Condit.

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.

Councilman Fiedler moved for approval of the EMERGENCY CLAUSE, seconded by Councilman Browne.

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

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

Mayor Priddle declared the motion carried

- 4. Hold a Public Hearing and consider, and act upon, an Ordinance amending Ordinance 2299 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.

Councilman Condit moved to open the Public Hearing to consider an Ordinance amending Ordinance 2299 which established the Budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. The motion was seconded by Councilman Wilkinson.

There was no 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 and the Public Hearing was open.

There was no discussion and Councilman Wilkinson moved to close the Public Hearing. The motion was seconded by Councilman Condit. 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. 2300

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

Councilman Browne moved to approve **ORDINANCE NO. 2300**, seconded by Councilman Wilkinson.

Before the vote, Mr. Roath stated that this item was connected to a series of items that were to be considered later. He suggested that the Council consider the related items and then come back to the Ordinance afterward.

Councilman Mason concurred with Mr. Roath's suggestion, stating that he felt that would be the proper way to proceed.

Mayor Priddle asked if this item needed to be tabled until the other items were considered.

Mr. Ervin stated that it was allowable to jump around as long as the Council did not leave the agenda.

Mayor Priddle stated that the Council would move to item number six (6).

- 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).

Councilman Fiedler moved to approve 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. The motion was seconded by Councilman Mason.

Before the vote, Mr. Roath explained that this was merely attempting to comply with the new Charter's higher requirements for bonding as well as a recommendation that the Assistant Chief Financial Officer be bonded as well. He commented that the money that was being allocated was over and above what had initially been budgeted.

Councilman Mason commented that he would like the Manager to investigate the possibility that other City employees may need to be bonded. He added that anyone that handles money should be bonded to protect the City. He stated that the Council and only the Council had the authority to authorize the bonding.

Mr. Roath asked that the Council give him thirty (30) days. He would like to confer with the past auditor to see if there were any employees that she felt needed to be bonded.

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.

Mayor Priddle stated that the next item would be item number seven (7).

7. **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. (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.

Councilman Mason moved 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 City owned property known as Southside Industrial Park. The motion was seconded by Councilman Fiedler.

Before the vote, Mayor Priddle stated that he felt this item was important. He stated that the City had a great piece of land but there needed to be a plan on how this property would be laid out and developed. He recommended that the Council approve this item.

There was discussion among the Council and Mr. Roath regarding the support from the administration, that this was only a preliminary phase, how the City was fortunate to have things in the south part of McAlester, if there needed to be proposals from other architects, how this could help in applying for grants and what this would normally cost.

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.

Mayor Priddle commented that they would proceed to item number eight (8).

- 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

Councilman Wilkinson moved 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. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Roath explained that the City had used a retiring police officer to act as Warrant Officer for several months before he had actually retired. He stated that the officer had done a very good job of helping the Court with their backlog of collections. He added that during the preparation of this year's budget the position had not been included. He commented that the position had been assessed and the issues of collecting warrants had been discussed with the Audit and Finance Advisory Committee. They would like to rehire this officer on a part-time basis to work up to twenty-four hours a week until the end of this fiscal year. Mr. Roath stated that this would cost \$25,957.00 for the year. At the end of the year, they would come back to Council to review the position.

There was discussion among the Council, Mr. Roath and Ms. Boatright regarding the duties of the officer, if the Court Administrator supported this position, if the cost included all benefits, the liability on the City, if the officer would have the power to make arrests, what division would actually fund the position and that there would not be any overtime or holiday pay.

Councilman Mason asked if the Council could be kept apprised as to how this position was performing.

Ms. Boatright said that a report could be produced.

Mayor Priddle commented that this would be a wise thing to do.

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.

Mayor Priddle stated that item number nine (9) would be next.

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.

Councilman Condit moved 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. The motion was seconded by Councilman Wilkinson.

Before the vote, Mr. Roath explained that there were several reasons that this had been brought to the Council. He stated that the City continued to grow and the meters continued to increase but we still had the same number of meter readers. He commented that the readers were putting in long hours and the billing was taking longer. He added that this position would work thirty-two (32) hours or four (4) days a week for the remainder of this fiscal year to see if this helped address the problem. He then commented that eventually he hoped the City would have automated meters.

Mayor Priddle asked if the additional meter reader would cut the overtime enough to possibly offset the cost.

Councilman Browne asked if there was another area that this person could be used to make it a full-time position.

Mr. Roath commented that he would like to see how this worked and then come back to the Council to review the possibilities at the end of the year.

Councilman Condit asked if this position was in addition to the advertisement in the paper.

Mr. Roath answered that one of the current readers had taken a higher paying job with the City of Krebs in their utility department.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Mayor Priddle stated that he would like to move to item number five (5).

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.

Councilman Fiedler moved to authorize 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. The motion was seconded by Councilman Condit.

Before the vote, George Marcangeli explained that in April of this year flash floods had damaged four sections of the walls in the Sandy Creek canal. He stated that the Federal Emergency Management Agency (FEMA) had been contacted. They had reviewed the area and had agreed to participate in funding this seventy five percent (75%). He added that they were also looking for the State Emergency Management participating at twelve and a half percent (12 ½). The City's cost would be twelve and a half percent (12 ½) of the total cost. He explained that they took bids on July 11th and only received one bid. He stated that their references had been checked and they had received good references. He recommended that the Council award the contract to Holden Construction.

Mayor Priddle informed the audience that the four project sites were: 1000 E. Seneca, 824 E. Seminole, 730 S. 9th and 509 W. Kiowa. He stated that with the participation from the State and FEMA, the City's expense would be considerably less than the contract amount.

Mr. Marcangeli stated that the City's part would be \$13,670.00.

Councilman Mason stated that since the Council had not acted on item number four (4) to allocate funds they could not vote on this issue at this time.

Mr. Roath commented that he could explain item ten (10) and then they could move forward.

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.

Councilman Mason moved to approve a proposal to relocate various offices and make certain improvements to City Hall for easier public access and organizational efficiency at a cost not to exceed \$25,000. The motion was seconded by Councilman Browne.

Before the vote, Mr. Roath explained that these changes were primarily to expand the use of the first floor for the Finance Department, enlarge the City Clerk's office and move the Personnel office downstairs. He added that his office and his assistant's office would be moved upstairs. He commented that the biggest cost would be the carpet.

There was discussion between Mr. Roath, Mayor Priddle, Councilman Browne and Councilman Fiedler regarding other problems that could be addressed before the renovations were made, where the funding was coming from and public perception of these renovations.

Discussion of item number four (4) continued.

Mayor Priddle read the items contained in the budget amendment as follows:

- An increase in bond costs for certain appointed officials, which was required by the new City Charter;
- To create a part-time Warrant Officer position, which said position will be dedicated to collect outstanding traffic warrants owed the City;
- To fund the City's share of the cost to repair the Sandy Creek Canal Wall, which FEMA and the State of Oklahoma have committed funds towards the repair project;
- To create a part-time meter reader position, which said position will improve the timeliness of meter reading; thus, improving the issuance of utility bills as well;
- To engage the professional services of Wynn and Associates to prepare a preliminary site plan for the City property known as the Southside Industrial Park; and
- To remodel certain areas of City Hall, which will also entail the relocation of certain offices for improved public access as well as organizational efficiency within the building.

Mr. Roath explained the cost of each item on the amendment.

Mayor Priddle asked if there were any items the Council would like to remove.

Councilman Mason asked if item five (5) was funded out of MPWA and if reimbursed from FEMA, should the funds be funneled back into MPWA?

Mayor Priddle answered that the amendment showed an increase in revenue in the amount of \$95,678.00 and an expenditure of \$109,346.00.

Councilman Mason asked if the City was sure they would receive the funds.

George Marcangeli answered that the City had received the paperwork from FEMA stating that they would participate and they had always received in the past what FEMA had said they would send.

Councilman Fiedler asked if we had asked for a declaration of disaster?

Mr. Marcangeli stated that Pittsburg County was one of the counties that had been declared a disaster.

Mayor Priddle stated that they would vote on item number four (4) then vote separately on item number five (5) and on item number ten (10). If item number ten (10) was not approved, then it would automatically reamend the budget.

There was no further discussion on item number four (4), 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. A vote on the emergency clause was not taken.

There was no further discussion on item number five (5), 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.

There was no further discussion on item number ten (10), and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

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.

Mr. Roath stated that he had asked the City Attorney to review this contract and they had recommended changes in the first paragraph. He commented that he would defer to the City Attorney to explain the changes. He added that the Police Chief also reviewed the contract.

Mr. Ervin explained that this change would make specific and broaden the jurisdiction of the Campus Police. He commented that the Board of Education had reviewed the contract and found no problems.

Councilman Browne asked what changes were actually made; his copies were identical.

Mr. Ervin explained how the changes were made.

There was no further discussion, no motion or second was taken 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.

- 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.

Councilman Browne moved to authorize the Mayor to sign a Business Customer Service Agreement with United States Cellular Corporation for cellular telephone service and equipment. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Roath explained that the City had previously used US Cellular and then they switched to Cellular One. He stated that Cellular One became AT&T. He added that AT&T was not working well with the City and US Cellular's service would work better for the City.

There was discussion between the Mayor, Mr. Roath, the City Attorney and Councilman Mason regarding the expiration date of the contract and if the City was currently under contract with AT&T.

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.

- 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.

Councilman Mason moved to approve RESOLUTION NO. 08-18, 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. The motion was seconded by Councilman Garvin.

Before the vote, Mr. Roath explained that on May 27, 2008 R. Carroll Huggins, Executive Director and Chief Executive Officer for KiBois Community Action Foundation, Inc., had addressed the Council seeking support for conveyance of vacant lots from Pittsburg County to the City and then transferring those lots to KiBois for use in building affordable housing.

There was discussion among the Council regarding the compliance with present Ordinances, if this was the same property that MEDS had put together, how this had started when Councilman Garvin and Jim Mills had met with the County Commissioners and how this could help cure some of the abatement issues.

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. 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.

Councilman Fiedler moved to approve creating and hiring the positions of (a) Human Resources Director; (b) Public Information Officer; (c) Central Purchasing Agent; and (d) Grant Writer. The motion was seconded by Councilman Garvin.

Before the vote, Councilman Fiedler explained how he had proposed these positions and how each could aid the City in their various duties.

Mayor Priddle agreed that these positions could make a considerable contribution to the City but was concerned that this needed to be addressed by the City Manager when he feels that the City is financially ready.

Mr. Roath commented that this was a worthwhile item. At this time, he did not feel it should be addressed. He stated that he was in the process of interviewing for a Planning and Community Development Director and he asked that the Council not take action on this and allow him time to research the positions.

Councilman Mason commented that just tonight and a short time ago the Council approved the budget and he felt that the City should live within its means.

No action was taken on this item.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Mr. Roath acknowledged the job that Pride in McAlester was doing and he reported that he along with some of the staff, had a meeting with them the following Thursday.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler agreed with Mr. Roath regarding Pride in McAlester and congratulated Air Evac.

Councilman Condit asked everyone to please watch the grass clippings in the street.

Councilman Browne explained that the people on the highway were Drug Court graduates that were volunteering. He thanked J.T. Collier for kicking the Pride in McAlester up. He thanked Clyde Heathcock, Jr. for kicking off Crimestoppers. He acknowledged Connie Davis for the Rodeo kickoff Barbeque. He announced a meeting on September 9 at 6:00 P.M. for Third Ward to try to start a Neighborhood Watch Program and he invited anyone from Third Ward to attend.

Councilman Wilkinson reported that he had attended a Pride in McAlester meeting and they were a very serious group of people.

Councilman Garvin thanked the individual for the letter regarding train crossings. He commented that he would like to solicit help for someone to paint a mural on the Hutchison building in North Town. He stated that hopefully Fifth Ward would be getting a new business. He then reported that the Old Town Festival would be in October.

Councilman Mason commented that he knew that Mr. Roath and others were working toward compliance with the New Charter. He added that there were still issues that needed to be addressed and he thinks that a lot of it falls in the Mayor's lap.

Mayor Priddle commented that he was working on the appointments for the Ethics Board. He felt that Pride in McAlester was doing very well. He acknowledged the Drug Court volunteers. He commented that September was "Junker Car" month. Call the Pride office and they will make arrangements to remove cars. He applauded Councilman Browne for the Neighborhood Watch Program. He added that, starting in September, he would like to have monthly Town Hall meetings in each of the Wards and he would like to have a meeting twice a year in each Ward.

Mr. Roath commented that all of the directors would be in attendance at the meetings.

Mayor Priddle commented that Pride in McAlester would be announcing the Mayor's "Yard of the Month." He added that the Council would be working strongly on code enforcement. He expressed his appreciation of the City Council.

Councilman Fiedler announced the groundbreaking ceremony for the Hampton Inn.

Mayor Priddle commented that there was a great need for some type of entertainment for the City's young people.

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 Fiedler and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:55 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:57 P.M.

ADJOURNMENT

There being no further business to come before the Council, Councilman Condit moved for the meeting to be adjourned, seconded by Councilman Garvin. 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 meeting was adjourned at 7:58 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Claims thru June 30, 2008

ACCOUNT: 03897 Regular Payments

PAYOR SET: 01

FUND : 01 GENERAL FUND

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
000592	ORTIUS					
		I-026194/026492	01 -5431204	SMALL TOOLS EMS BILLING SOFTWARE	043352	700.00
00574	RUBLE-VANCE CHEVROLET F					
		I-1572	01 -5321401	CAPITAL OUTLA 2008 CHEV. IMPALA POLICE	043353	24,993.00
			FUND 01	GENERAL FUND	TOTAL:	25,693.00

CHECK: 03897 Regular Payments

PAYOR SET: 01

FUND : 02 MPWA

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----K00270 KSM EXCHANGE LLC						
		I-U49244/U51751	02 -5864327	SUB TITLE D E REPAIR PARTS	043351	21,169.43
		I-U49244/U51751	02 -5864327	SUB TITLE D E LABOR	043351	8,285.00
			FUND	02 MPWA	TOTAL:	29,454.43
					REPORT GRAND TOTAL:	55,147.43

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2007-2008	01 -5321401	CAPITAL OUTLAY	24,993.00	24,997	4.76		
	01 -5431204	SMALL TOOLS	700.00	1,628	0.00		
	02 -5864327	SUB TITLE D EXPENSE	29,454.43	71,671	0.57		
	** 2007-2008 YEAR TOTALS **		55,147.43				

NO ERRORS

** END OF REPORT **

**Claims from August 27, 2008
Thru
September 9, 2008**

CHECK: 03885 Regular Payments

ENDORSEMENT SET: 01

NDOR : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----A00025 AT & T MOBILITY-----						
		I-287002791887	01 -5215315	TELEPHONE UTI CELL BILL #287002791887	043255	2,449.68
-----A00028 "A" PLUS LAWN SERVICE-----						
		I-08-22275	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	043256	600.00
-----A00267 AIRGAS-----						
		I-106267716	01 -5431202	OPERATING SUP OXYGEN TANKS	043258	100.25
		I-106296641	01 -5431202	OPERATING SUP OXYGEN TANKS	043258	99.28
		I-106305993	01 -5431202	OPERATING SUP OXYGEN TANKS	043258	23.97
		I-106317057	01 -5431202	OPERATING SUP OXYGEN TANKS	043258	115.90
		I-106347205	01 -5543202	OPERATING SUP EMERGENCY PO FOR CO2 AT	043258	110.82
		I-106956150	01 -5431202	OPERATING SUP OXYGEN TANKS	043258	105.65
-----A00500 AMERICAN MUNICIPAL SERV-----						
		I-2607	01 -5213337	COLLECTION SE COLLECTIONS (JULY)	043259	410.89
-----A00770 AUTO PARTS CO-----						
		C-CM822087	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043260	113.98-
		C-CM822691	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	116.46-
		I-821793	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043260	33.02
		I-821881	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043260	106.15
		I-822084	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	213.45
		I-822352	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	36.03
		I-822439	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	79.95
		I-822475	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	23.66
		I-822482	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	18.29
		I-822493	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	14.78
		I-822494	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	209.70
		I-822552	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	8.33
		I-822559	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043260	112.11
		I-822582	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043260	73.00
		I-822584	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043261	147.75
		I-822587	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043261	29.96
		I-822688	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043261	131.46
		I-822752	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043261	132.40
		I-822753	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043261	175.17
		I-822837	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043261	133.73
		I-822930	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043261	191.94
		I-822933	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	043261	50.14
		I-822945	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043261	135.92
		I-822959	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043261	133.15
		I-822965	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043261	61.79
		I-823061	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043261	42.27
		I-823108	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043261	112.22
		I-823115	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043262	104.09
		I-823134	01 -5862205	PETROLEUM PRO HYDRAULIC OIL	043262	253.68
		I-823154	01 -5862203	REPAIRS & MAI LIGHT CONTROL MODULE FOR	043262	360.32
		I-823155	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043262	221.56

ACCOUNT: 03885 Regular Payments
 ENDORSEMENT: 01
 FUND : 01 GENERAL FUND

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

.-A00770	AUTO PARTS CO		continued			
		I-823182	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043262	47.66
		I-823232	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043262	139.90
		I-823255	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043262	206.05
		I-823268	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO	043262	45.66
		I-823658	01 -5862203	REPAIRS & MAI FRONT END PARTS FOR PK32	043262	447.55
.-B00043	B & S SUPPLY, INC.					
		I-58651	01 -5862204	SMALL TOOLS REPLACE DRILL	043263	399.97
.-B00180	BEMAC SUPPLY					
		I-S1407732.001	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043265	113.63
-C00275	CECIL WADE					
		I-08-22277	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	043270	400.00
-C00430	CHIEF FIRE & SAFETY CO.					
		I-155136	01 -5431316	REPAIRS & MAI REPAIR TO TRUCKS	043272	136.00
-C00530	CMI INC					
		I-730881	01 -5321202	OPERATING SUP INTOXILYZER 1 - S-D 5	043273	349.00
		I-730881	01 -5321202	OPERATING SUP 3 BAGS MOUTH PIECES	043273	135.00
-C00672	COOLRAYS LLC					
		I-2830	01 -5862203	REPAIRS & MAI REMOVE & INSTALL A/C UNIT	043275	3,066.00
-C00840	CRAWFORD & ASSOCIATES					
		I-3643	01 -5215302	CONSULTANTS PROFESSIONAL SERVICES	043276	625.00
		I-3643	01 -5215302	CONSULTANTS CONSULTING SERVICES	043276	1,560.00
-C00900	CUSTOM SCREEN PRINTERS					
		I-1472	01 -5431207	CLOTHING ALLO UNIFORMS FOR ROBBIE	043277	144.00
-D00130	DATA FLOW					
		I-48347	01 -5211202	OPERATING SUP END OF YR FORMS	043278	279.00
-D00230	DEL CIELLO PLUMBING					
		I-81508	01 -5548203	REPAIRS & MAI UNSTOP SEWER AT LAKE	043279	87.00
-D00785	DYNA SYSTEMS					
		I-20187494	01 -5862203	REPAIRS & MAI ELECTRICAL STOCK SUPPLIES	043251	762.37
-F00170	FIRST NATIONAL BANK					
		I-08-21568	01 -5865510	CAPITAL LEASE LEASE#121 - ROAD GRADER	043281	3,091.82
-G00010	G & C RENTAL CENTER, IN					
		I-5714	01 -5547203	REPAIRS & MAI OPEN PO FOR RENTAL OF	043284	18.00
		I-5845	01 -5547203	REPAIRS & MAI OPEN PO FOR RENTAL OF	043284	459.54
		I-5890	01 -5547203	REPAIRS & MAI OPEN PO FOR RENTAL OF	043284	22.50

CHECK: 03885 Regular Payments

ENDOR SET: 01

END : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
-G00490	GRISSOM IMPLEMENT INC					
		I-46580	01 -5862203	REPAIRS & MAI HOOD, PIN, IDLER, BOLTS,	043285	1,385.40
-H00290	HUMPHREY PLUMBING, INC.					
		I-6464	01 -5548203	REPAIRS & MAI REPAIRED TWO A/C UNITS	043287	775.60
		I-6537	01 -5548203	REPAIRS & MAI INSTALLED WATER HEATER	043287	4,695.99
-I00110	IMPRESS OFFICE SUPPLY					
		I-025915	01 -5321202	OPERATING SUP BLANKET FOR MISC. SUPPLIE	043289	49.90
		I-025937	01 -5542202	OPERATING SUP EMERGENCY PO FOR OFFICE	043289	29.95
		I-025954	01 -5212202	OPERATING SUP MISC SUPPLIES	043289	71.43
		I-025991	01 -5211202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	043289	16.07
-I00120	INCODE					
		I-68741	01 -5225349	INCODE SOFTWA 6 MTHS NETWORK SUPPORT	043290	200.00
-I00140	INDIAN NATION WHOLESAL					
		I-4722624F	01 -5653202	OPERATING SUP 1 CASE PAPER TOWELS	043291	46.75
		I-4722624G	01 -5652202	OPERATING SUP 1 CASE SPOONS	043291	68.90
-I00195	INTEGRIS OCCUPATIONAL H					
		I-2008-02109	01 -5431329	PROMOTIONAL PENSION BOARD PHYSICAL	043292	450.00
-J00223	JERRY B RIVAS					
		I-08-22205	01 -5431331	EMPLOYEE TRAV FUEL	043293	85.18
-J00310	JET TIRE SERVICE					
		I-94802	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS &	043294	497.75
		I-95377	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS &	043294	487.45
-J00340	JIM WOOD REFRIGERATION					
		I-08-9311	01 -5548203	REPAIRS & MAI SERVICE CALLS ON A/C UNIT	043295	124.00
		I-08-9357	01 -5548203	REPAIRS & MAI SERVICE CALLS ON A/C UNIT	043295	124.00
-J00435	JORDAN CARRIS AGENCY					
		I-08-22147	01 -5320202	OPERATING EXP NOTARY BOND: SHEILA	043296	30.00
-L00380	LOCKE SUPPLY CO.					
		I-8499440-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR REPAIRS	043300	8.42
		I-8500223-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR REPAIRS	043300	63.27
		I-8557459-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR REPAIRS	043300	55.35
		I-8570923-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR REPAIRS	043300	80.83
		I-8634391-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR REPAIRS	043300	11.64
		I-8662354-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR REPAIRS	043300	190.51
-L00428	LOWE'S CREDIT SERVICES					
		I-01664	01 -5548203	REPAIRS & MAI TOOLS FOR MAINTENANCE	043301	302.19
		I-01729	01 -5548203	REPAIRS & MAI TOOLS FOR MAINTENANCE	043301	79.44
		I-09475	01 -5548203	REPAIRS & MAI TOOLS FOR MAINTENANCE	043301	212.52

CHECK: 03885 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-L00428	LOWE'S CREDIT SERVICES		continued			
		I-14114	01 -5542203	REPAIRS & MAI OPEN PO FOR REPAIR SAND	043301	73.86
		I-901080	01 -5542203	REPAIRS & MAI OPEN PO FOR REPAIR SAND	043301	53.82
		I-913183	01 -5542203	REPAIRS & MAI OPEN PO FOR REPAIR SAND	043301	26.28
-M00094	MARK HARPER					
		I-08-22279	01 -5542308	CONTRACTED SE UMPIRE FEES - 2 GAMES	043302	40.00
-M00487	MILLER OFFICE EQUIPMENT					
		I-CIN019665	01 -5431202	OPERATING SUP MAINTENANCE CONTRACT	043304	55.38
-M00715	MUSKOGEE COMMUNICATIONS					
		I-113435	01 -5863203	REPAIR & MAIN REPAIR VOLUME CONTROL,	043305	142.15
		I-113442	01 -5863203	REPAIR & MAIN REPAIR VOLUME CONTROL,	043305	142.15
		I-113443	01 -5863203	REPAIR & MAIN REPAIR VOLUME CONTROL,	043305	85.19
-MC0226	MC DONALDS RESTURANT					
		I-#02	01 -5321202	OPERATING SUP PRISONER MEALS: #28, 52,	043306	3.98
		I-#06	01 -5321202	OPERATING SUP PRISONER MEALS: #28, 52,	043306	3.39
		I-#28	01 -5321202	OPERATING SUP PRISONER MEALS: #28, 52,	043306	7.98
		I-#33	01 -5321202	OPERATING SUP PRISONER MEALS: #28, 52,	043306	4.28
		I-#52	01 -5321202	OPERATING SUP PRISONER MEALS: #28, 52,	043306	3.19
		I-#76	01 -5321202	OPERATING SUP PRISONER MEALS: #28, 52,	043306	7.98
		I-#95	01 -5321202	OPERATING SUP PRISONER MEALS: #28, 52,	043306	3.98
-N00250	MCALESTER NEWS CAPITAL					
		I-03523139	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	043307	16.20
		I-03523140	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	043307	12.30
		I-03523141	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	043307	12.75
		I-2298	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	043307	10.95
		I-2299	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	043307	13.75
		I-2300	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	043307	10.50
-O00057	OHIC					
		I-08-22209	01 -5542331	EMPLOYEE TRAV REGISTRATION FEE FOR	043309	40.00
-O00075	O'REILLY AUTO PARTS					
		I-442233	01 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	043310	12.20
		I-469384	01 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	043310	3.93
		I-469384	01 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	043310	180.44
		I-477224	01 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	043310	133.48
		I-481886	01 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	043310	51.90
-O00200	OKLA. BAR ASSOCIATION					
		I-08-22206	01 -5321202	OPERATING SUP ANNUAL SUBSCRIPTION	043311	55.00
-O00380	OKLA. ST. FIREFIGHTERS					
		I-1124	01 -5431331	EMPLOYEE TRAV 2008 OSFA JOHN F. FUTHEY	043313	35.00

ACCOUNT: 03885 Regular Payments

ENDORSEMENT: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-000410	OKLA. STATE UNIVERSITY					
		I-10936751	01 -5431331	EMPLOYEE TRAV UNBILLED ITEMS FROM PRIOR	043314	163.14
-000520	OIL-OK INDEPENDENT LIVI					
		I-SEPT2008	01 -5215355	OIL-OK FOR IN MONTHLY AGREEMENT FEE	043315	2,000.00
-000530	OML-OK MUNICIPAL LEAGUE					
		I-08-22174	01 -5212330	DUES & SUBSCR 2008/2009 STATE	043316	51.50
-P00042	PACIFIC TELEMANAGEMENT					
		I-58349	01 -5215315	TELEPHONE UTI PAY PHONE @ STIPE CENTER	043317	90.00
-P00250	PETTY CASH					
		I-08-22189	01 -5321202	OPERATING SUP CERTIFIED MAIL-PD	043318	3.12
		I-08-22189	01 -5321331	EMPLOYEE TRAV MISSING CHILD SEMINAR-PD	043318	151.40
		I-08-22189	01 -5321331	EMPLOYEE TRAV MILEAGE TULSA/GRANT MEET	043318	117.16
		I-08-22189	01 -5431331	EMPLOYEE TRAV OKC-NEW RECRUIT PHYSICAL	043318	43.72
		I-08-22189	01 -5542202	OPERATING SUP CABLES FOR SECURITY/JIS	043318	15.24
		I-08-22190	01 -5321331	EMPLOYEE TRAV TRAVEL FOR COURT-HASS	043318	73.05
		I-08-22190	01 -5321331	EMPLOYEE TRAV BASIC INST. SCHOOL-DAN PD	043318	55.59
		I-08-22190	01 -5324202	OPERATING SUP POLICE-POSTAL DISPATCH	043318	7.45
		I-08-22190	01 -5431203	REPAIRS & MAI FIRE DEPT.-REPAIR CHAINSA	043318	25.00
		I-08-22190	01 -5652202	OPERATING SUP SUPPLIES FOR HR DOOR	043318	37.59
		I-08-22190	01 -5652330	DUES & SUBSCR BOND LICENSE RENEWAL	043318	35.00
-P00310	PITNEY BOWES					
		I-08-22173	01 -5215312	EQUIPMENT REN TERM RENTAL INV.	043320	2,160.00
-P00413	POLICE NARCOTICS					
		I-08-22251	01 -5321306	INFORMANTS INFORMANTS (PETTY CASH)	043321	725.00
-R00245	RESERVE ACCOUNT-PITNEY					
		I-08-22172	01 -5215312	EQUIPMENT REN POSTAGE FOR POSTAGE	043323	2,500.00
-R00576	RUBY MALINE					
		I-08-22208	01 -5211331	EMPLOYEE TRAV REIMBURSE OF TRAVEL	043324	603.46
-S00013	SAF-T-GLOVE INC					
		I-513905	01 -5543202	OPERATING SUP FULL FACE RESPIRATORS FOR	043325	286.20
		I-515476	01 -5543202	OPERATING SUP FULL FACE RESPIRATORS FOR	043325	85.00
-S00180	SECRETARY OF STATE-NOTA					
		I-08-22145	01 -5320202	OPERATING EXP NOTARY FILING FEE:	043326	10.00
		I-08-22146	01 -5320202	OPERATING EXP RENEWAL NOTARY COMMISSION	043327	20.00
-S00444	SOUTHEAST DESIGN					
		I-6942	01 -5544202	OPERATING SUP LEAGUE PRIZES FOR MEN'S,	043331	803.00
-S00725	STAPLES CREDIT PLAN					

CHECK: 03885 Regular Payments

ENDORSET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-S00725	STAPLES CREDIT PLAN		continued			
		I-37287	01 -5225401	COMPUTER TECH ADOBE ACROBAT STANDARD V8	043334	299.99
-S00770	STATEWIDE COMMUNICATION					
		I-109S	01 -5431203	REPAIRS & MAI RESET ANTENNA SYSTEM	043335	136.90
-T00010	T. H. ROGERS LUMBER CO.					
		I-378903	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043336	49.77
		I-378923	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043336	9.34
		I-378994	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043336	64.77
		I-379074	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043336	11.93
		I-379086	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043336	12.13
		I-379228	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043336	13.28
		I-379368	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043336	6.29
-T00499	TRACTOR SUPPLY COMPANY					
		I-020457	01 -5431204	SMALL TOOLS AIR COMPRESSOR	043337	1,199.00
-T00580	TRIPLE "A" PLUMBING					
		I-51514	01 -5548203	REPAIRS & MAI PUMP SEPTIC TANK AT LAKE	043338	165.00
-T00596	TUCKER'S TEES					
		I-08-22041	01 -5431207	CLOTHING ALLO UNIFORMS	043339	386.75
-T00630	TWIN CITIES READY MIX					
		I-23201	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	043340	3,420.00
		I-23299	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	043340	124.00
		I-23455	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	043340	4,146.75
-U00130	UNITED SAFETY & CLAIMS					
		I-08-22311	01 -5215106	WORKMAN'S COM VALIDATIONS PAID FROM	043342	21,394.27
		I-7252	01 -5215106	WORKMAN'S COM ESTIMATED SERVICE FEE FOR	043343	1,175.00
-W00040	WALMART COMMUNITY BRC					
		I-00166	01 -5542202	OPERATING SUP OPEN PO FOR MISC.	043344	53.60
		I-006533	01 -5431202	OPERATING SUP OPERATING SUPPLIES	043344	64.13
		I-007474	01 -5431202	OPERATING SUP OPERATING SUPPLIES	043344	35.24
		I-012301	01 -5431202	OPERATING SUP OPERATING SUPPLIES	043344	74.28
		I-014415	01 -5431202	OPERATING SUP OPERATING SUPPLIES	043344	148.62
		I-019330	01 -5431202	OPERATING SUP OPERATING SUPPLIES	043344	67.57
		I-021358	01 -5431202	OPERATING SUP OPERATING SUPPLIES	043344	111.28
		I-09217	01 -5542202	OPERATING SUP OPEN PO FOR MISC.	043344	74.53
-W00073	WARREN CLINIC					
		I-161337	01 -5431305	PHYSICALS PHYSICALS 2 @ 520.00 EACH	043345	520.00
		I-A130575	01 -5431305	PHYSICALS PHYSICALS 2 @ 520.00 EACH	043345	520.00
-W00195	WELDON PARTS INC.					
		I-193111-00	01 -5862203	REPAIRS & MAI BLANKET PO FOR PARTS	043346	339.73

ACCOUNT: 03885 Regular Payments

ENDOR SET: 01

JND : 01 GENERAL FUND

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

L-W00269	WHITES TRACTORS					
		I-000915	01 -5862203	REPAIRS & MAI MOWER BLADES FOR PARKS	043347	96.00
L-W00270	WHITE ELECTRICAL SUPPLY					
		C-CM154004	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	432.73-
		I-223655	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	106.73
		I-223669	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	74.98
		I-22400	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	132.51
		I-224072	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	161.06
		I-224073	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	10.16
		I-224087	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	74.11
		I-224090	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	9.11
		I-224107	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043348	16.08
L-Z00010	ZEE MEDICAL INK					
		I-0021757488	01 -5542202	OPERATING SUP OPEN PO FOR FIRST AID	043350	119.90
		I-0021757489	01 -5542202	OPERATING SUP OPEN PO FOR FIRST AID	043350	98.90
			FUND 01 GENERAL FUND		TOTAL:	76,204.80

ACCOUNT: 03885 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

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

I-A00103	ACCURATE ENVIRONMTAL LA						
		I-8F23009	02	-5974304	LAB TESTING LAB TESTING FOR WTP	043257	75.00
		I-8G08009	02	-5974304	LAB TESTING LAB TESTING FOR WTP	043257	95.00
		I-8G08010	02	-5974304	LAB TESTING LAB TESTING FOR WTP	043257	80.00
		I-8H06003	02	-5974304	LAB TESTING LAB TESTING FOR WTP	043257	80.00
		I-8H11003	02	-5974304	LAB TESTING LAB TESTING FOR WTP	043257	50.00
		I-D38304	02	-5974304	LAB TESTING LAB TESTING FOR WTP	043257	20.00

I-B00043	B & S SUPPLY, INC.						
		I-58639	02	-5862203	REPAIRS & MAI NUTS, BOLTS, SCREWS,	043263	1,259.04

I-B00150	BEALES GOODYEAR TIRES						
		I-MC154994	02	-5862203	REPAIRS & MAI 10 FT TIRES FOR SAN. TRUC	043264	3,242.70
		I-MC154995	02	-5862203	REPAIRS & MAI 10 BK TIRES FOR SAN. TRUC	043264	2,376.88
		I-MC155005	02	-5862203	REPAIRS & MAI 10 BK TIRES FOR SAN. TRUC	043264	594.22

I-B00180	BEMAC SUPPLY						
		I-S01406469.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	76.29
		I-S01406510.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	9.46
		I-S1404650.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	70.20
		I-S1404709.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	10.34
		I-S1405176.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	122.91
		I-S1405244.01	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	191.45
		I-S1405332.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	17.93
		I-S1405383.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	17.93
		I-S1405496.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	91.69
		I-S1405805.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	79.18
		I-S1407186.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	043265	247.43

I-B00490	BRIGGS PRINTING						
		I-53006-3	02	-5216202	OPERATING SUP BILLING-WINDOW ENVELOPES	043267	5,952.50

I-B00491	BRENNTAG SOUTHWEST						
		I-BSW095175	02	-5974206	MAJOR CHEMICA CHLORINE	043268	3,270.00
		I-BSW095773	02	-5974206	MAJOR CHEMICA POLYMER	043268	15,280.50

I-C00010	C & B FORM SHOP						
		I-6960	02	-5216202	OPERATING SUP 2 VALIDATOR PAPER # 3510	043269	100.00
		I-6960	02	-5216202	OPERATING SUP SHIPPING	043269	20.21

I-C00340	CERTIFIED LABORATORIES						
		I-419673	02	-5862205	PETROLEUM PRO DEISEL MATE, STEAM	043271	1,446.36

I-D00785	DYNA SYSTEMS						
		I-316573	02	-5216202	OPERATING SUP LABEL WRITER 400	432520	109.90
		I-316573	02	-5216202	OPERATING SUP ADDRESS LABELS	432520	14.50
		I-316573	02	-5216202	OPERATING SUP SHIPPING	432520	6.41

I-F00015	FLEETCOR TECHNOLOGIES						

ACCOUNT: 03885 Regular Payments

PAYOR SET: 01

PAYOR : 02 MPWA

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

..F00015	FLEETCOR TECHNOLOGIES		continued			
		I-NP13831754	02 -5862205	PETROLEUM PRO FUEL FOR GENERAL FOR JULY	043280	26,592.17
		I-NP13831755	02 -5862205	PETROLEUM PRO FUEL FOR MPWA FOR JULY	043280	14,024.24
..F00310	FRONTIER INTNL. TRUCKS					
		I-158559	02 -5862203	REPAIRS & MAI INJECTORS ON SW-1	043282	3,582.23
		I-744930	02 -5862203	REPAIRS & MAI DRUM, KIT, ADJUSTER-SW-2	043282	772.26
..F00314	FRONTIER SERVICE & PART					
		I-158578	02 -5862203	REPAIRS & MAI PARTS FOR SW-1	043283	5,646.08
..G00490	GRISSOM IMPLEMENT INC					
		I-45551	02 -5862203	REPAIRS & MAI REPAIR PIPE SAW, ROPE,	043285	41.76
..H00100	HAYNES EQUIPMENT, LLC					
		I-S3543-IN2	02 -5974308	CONTRACTED SE FREIGHT THAT WAS NOT PAID	043286	364.57
		I-S3753-IN	02 -5973203	REPAIRS & MAI FLOATS LIFT STATION	043286	371.58
..I00110	IMPRESS OFFICE SUPPLY					
		I-025797	02 -5216202	OPERATING SUP OFFICE SUPPLIES	043289	44.73
		I-025847	02 -5216202	OPERATING SUP OFFICE SUPPLIES	043289	16.60
..I00140	INDIAN NATION WHOLESALE					
		I-4722624	02 -5866202	OPERATING SUP FREIGHT	043291	5.88
		I-4722624A	02 -5216202	OPERATING SUP 1 CASE WINDEX	043291	23.60
		I-4722624B	02 -5871202	OPERATING SUP 1 CASE BIG PLATES	043291	57.30
		I-4722624C	02 -5871202	OPERATING SUP 1 CASE SMALL PLATES	043291	32.25
		I-4722624D	02 -5871202	OPERATING SUP 1 CASE 16OZ CUPS	043291	41.75
		I-4722624E	02 -5871202	OPERATING SUP 2 CS 8OZ CUPS @ \$20.00/CS	043291	40.74
		I-4722624H	02 -5972202	OPERATING SUP 1 CASE FORKS	043291	69.75
		I-4722624I	02 -5866202	OPERATING SUP 4 CS PAPER TOWELS @ 45.00	043291	187.00
		I-4722624J	02 -5866202	OPERATING SUP 1 CASE 12 OZ BOWLS	043291	40.75
..K00190	KEYSTONE EQUIPMENT CO.					
		I-37321	02 -5862203	REPAIRS & MAI 710C BACKHOE W-40	043298	100.60
..L00428	LOWE'S CREDIT SERVICES					
		I-11027	02 -5974204	SMALL TOOLS TOOLS FOR MAINTENANCE	043301	396.11
		I-11028	02 -5974316	REPAIRS & MAI MISC. SUPPLIES	043301	94.91
		I-11185	02 -5974204	SMALL TOOLS TOOL ALLOWANCE	043301	367.42
		I-11186	02 -5974204	SMALL TOOLS TOOL ALLOWANCE	043301	31.87
..N00270	NIX CHEVROLET					
		I-109149	02 -5972203	REPAIRS & MAI LABOR TO PROGRAM VEHICLE	043308	46.36
..O00275	OKLA DEPT. OF COMMERCE					
		I-08-21572	02 -5267521	CDBG LOAN #89 CDBG-EDIF #8908 ECON. DEV	043312	1,145.83
..P00250	PETTY CASH					

ACCOUNT: 03885 Regular Payments

ENDORSET: 01

FUND : 02 MPWA

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

-P00250	PETTY CASH		continued			
		I-08-22189	02 -5216202	OPERATING SUP UPS-RETURN VALIDATOR	043318	31.54
		I-08-22190	02 -5216202	OPERATING SUP STAPLES-OFFICE SUPPLY	043318	51.73
		I-08-22190	02 -5866202	OPERATING SUP KEY FOR SANITATION OFFICE	043318	3.22
		I-08-22190	02 -5974331	EMPLOYEE TRAV MEALS @ STILLWATER	043318	20.00
-P00300	PIONEER SUPPLY CO.					
		I-160449	02 -5975316	REPAIRS & MAI PVC PIPE - 308 FT	043319	967.12
-P00310	PITNEY BOWES					
		I-5500711089	02 -5216202	OPERATING SUP EZ SEAL	043320	109.73
-P00420	POSTMASTER					
		I-08-22176	02 -5216317	POSTAGE POSTAGE FOR UTILITY BILLS	043322	4,500.00
-S00351	SIGNATURE SCIENCE					
		I-24000961-03	02 -5974304	LAB TESTING CYTOSPORIDIUM TEST	043330	368.00
		I-24000961-04	02 -5974304	LAB TESTING CYTOSPORIDIUM TEST	043330	368.00
-S00530	SOUTHWEST CHEMICAL SERV					
		I-84149	02 -5974206	MAJOR CHEMICA 10 BARRELS CARUSOL 20	043332	4,784.00
-S00725	STAPLES CREDIT PLAN					
		I-28251	02 -5866202	OPERATING SUP INK, PAPER OTHER OFFICE	043334	166.69
		I-30426	02 -5866202	OPERATING SUP INK, PAPER OTHER OFFICE	043334	125.19
		I-33633	02 -5866202	OPERATING SUP INK, PAPER OTHER OFFICE	043334	122.85
-T00630	TWIN CITIES READY MIX					
		I-23130	02 -5975316	REPAIRS & MAI CONCRETE FOR REAPIRS	043340	598.50
-X00020	XEROX CORP-MAJOR ACCOUN					
		I-034389999	02 -5871202	OPERATING SUP MAINTENANCE AGREEMENT	043349	277.78
			FUND	02 MPWA	TOTAL:	101,640.72

ACCOUNT: 03885 Regular Payments

ENDOR SET: 01

JND : 03 AIRPORT AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-F00170	FIRST NATIONAL BANK					
		I-08-21571	03 -5876511	FNB LOAN #119 LOAN#119817 AIRPORT AUTH	043281	2,510.00
			FUND	03 AIRPORT AUTHORITY	TOTAL:	2,510.00

ACCOUNT: 03885 Regular Payments

ENDOR SET: 01

UND : 16 REVOLVING EVIDENCE

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00250	PETTY CASH					
		I-08-22189	16 -5323202	OPERATING SUP RADIO SHACK-S-VIDEO CORD	043318	25.06
1-S00724	STALKER RADAR APPLIED C					
		I-161732	16 -5323202	OPERATING SUP RADAR	043333	2,659.00
			FUND	16 REVOLVING EVIDENCE	TOTAL:	2,684.06

ACCOUNT: 03885 Regular Payments

ENDOR SET: 01

JND : 28 SE EXPO CTR/TOURISM FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
I-C00669	CONTINENTAL RESEARCH CO					
		I-299219-CRC-1	28 -5654203	REPAIR & MAIN OXY2 CARPET CLEANER &	043274	543.52
I-F00170	FIRST NATIONAL BANK					
		I-08-21569	28 -5654525	FNB LOAN #122 LEASE#122- EXPO EQUIPMENT	043281	2,619.33
		I-08-22207	28 -5654524	FNB LOAN #118 LEASE #118 - EXPO SEATING	043281	103,548.70
.-I00001	IAAM					
		I-08-22185	28 -5654330	DUES & SUBSCR MEMEBERSHIP DUES	043288	395.00
.-K00208	KIAMICHI COUNTRY					
		I-08-22184	28 -5654330	DUES & SUBSCR MEMBERSHIP DUES	043299	50.00
.-L00428	LOWE'S CREDIT SERVICES					
		I-02473	28 -5654203	REPAIR & MAIN MISC. REPAIRS AND MAINT.	043301	563.88
		I-02500	28 -5654203	REPAIR & MAIN MISC. REPAIR, MAINT, &	043301	718.72
		I-10363	28 -5654203	REPAIR & MAIN MISC. REPAIR, MAINT, &	043301	12.97
-P00250	PETTY CASH					
		I-08-22190	28 -5654202	OPERATING SUP POSTAGE TO GERMANY-EXPO	043318	8.45
		I-08-22190	28 -5654331	TRAVEL & TRAI BOARD MEETING KIAMICHI CO	043318	52.65
-S00725	STAPLES CREDIT PLAN					
		I-121100	28 -5654202	OPERATING SUP METAL LECTERN	043334	249.99
-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8240542887	28 -5654203	REPAIR & MAIN MONTHLY SERVICE FEE FOR	043341	50.72
				FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:		108,813.93

ACCOUNT: 03885 Regular Payments

PAYOR SET: 01

FUND : 29 E-911

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-J00435	JORDAN CARRIS AGENCY					
		I-08-22178	29 -5324202	OPERATING SUP NOTARY BOND:	043297	30.00
I-S00180	SECRETARY OF STATE-NOTA					
		I-08-22177	29 -5324202	OPERATING SUP FILING NOTARY:	043328	10.00
		I-08-22179	29 -5324202	OPERATING SUP NEW NOTARY COMMISSION	043329	25.00
			FUND 29 E-911		TOTAL:	65.00

ACCOUNT: 03885 Regular Payments
 ENDOR SET: 01
 UND : 30 ECONOMIC DEVELOPMENT

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-M00270	MEDS	I-SEPTEMBER 2008	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE CONTRACT	043303	12,500.00
1-000275	OKLA DEPT. OF COMMERCE	I-08-21544	30 -5211510	CDBG / EDIF D CDBG-EDIF CONT. #12248 ED	043312	282.50
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	12,782.50
REPORT GRAND TOTAL:						306,201.01

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
108-2009	01 -5211202	OPERATING SUPPLIES	295.07	6,050	5,092.58		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	603.46	5,000	3,946.09		
	01 -5212202	OPERATING SUPPLIES	71.43	2,400	1,454.38		
	01 -5212317	ADVERTISING & PRINTING	76.45	5,000	2,562.80		
	01 -5212330	DUES & SUBSCRIPTIONS	51.50	350	298.50		
	01 -5213337	COLLECTION SERVICES	410.89	20,000	18,932.06		
	01 -5215106	WORKMAN'S COMP	22,569.27	188,525	104,904.03		
	01 -5215302	CONSULTANTS	2,185.00	40,000	36,920.00		
	01 -5215312	EQUIPMENT RENTALS	4,660.00	50,806	43,586.69		
	01 -5215315	TELEPHONE UTILITY	2,539.68	71,628	60,666.46		
	01 -5215355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	0.00		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	27,400	2,921.00		
	01 -5225401	COMPUTER TECHNOLOGY	299.99	47,500	42,172.87		
	01 -5320202	OPERATING EXPENSE	60.00	5,000	3,059.59		
	01 -5321202	OPERATING SUPPLIES	626.80	15,000	11,903.17		
	01 -5321306	INFORMANTS	725.00	1,500	275.00		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	397.20	12,000	11,395.80		
	01 -5324202	OPERATING SUPPLIES	7.45	12,000	11,829.55		
	01 -5431202	OPERATING SUPPLIES	1,001.55	27,500	22,246.57		
	01 -5431203	REPAIRS & MAINT SUPPLIES	161.90	18,000	16,876.20		
	01 -5431204	SMALL TOOLS	1,199.00	5,000	3,152.00		
	01 -5431207	CLOTHING ALLOWANCE	530.75	16,125	9,956.32		
	01 -5431305	PHYSICALS	1,040.00	12,000	1,080.00		
	01 -5431316	REPAIRS & MAINTENANCE	136.00	16,000	12,104.13		
	01 -5431329	PROMOTIONAL	450.00	1,500	200.00		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	327.04	12,000	3,096.45		
	01 -5542202	OPERATING SUPPLIES	392.12	48,000	42,569.04		
	01 -5542203	REPAIRS & MAINT SUPPLIES	435.10	26,000	18,519.45		
	01 -5542308	CONTRACTED SERVICES	1,040.00	25,000	16,509.38		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	40.00	2,500	2,587.50		
	01 -5543202	OPERATING SUPPLIES	482.02	10,500	7,483.29		
	01 -5544202	OPERATING SUPPLIES	803.00	8,000	6,342.94		
	01 -5547203	REPAIRS & MAINT SUPPLIES	500.04	10,000	6,547.11		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	7,127.77	40,000	17,236.56		
	01 -5652202	OPERATING SUPPLIES	106.49	5,200	3,205.49		
	01 -5652330	DUES & SUBSCRIPTIONS	35.00	3,000	2,836.60		
	01 -5653202	OPERATING SUPPLIES	46.75	2,500	1,901.58		
	01 -5862203	REPAIRS & MAINT SUPPLIES	10,765.37	170,670	135,278.88		
	01 -5862204	SMALL TOOLS	399.97	5,000	2,260.60		
	01 -5862205	PETROLEUM PRODUCTS	253.68	435,000	361,425.64		
	01 -5863203	REPAIR & MAINT SUPPLIES	369.49	50,000	47,088.57		
	01 -5865218	STREET RE-SURFACING	7,690.75	150,000	117,733.72		
	01 -5865510	CAPITAL LEASE	3,091.82	37,101	24,772.66		
	02 -5216202	OPERATING SUPPLIES	6,481.45	16,490	5,794.27		
	02 -5216317	POSTAGE	4,500.00	50,000	45,500.00		

** 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 -5267521	CDBG LOAN #8908	1,145.83	13,750	0.04		
	02 -5862203	REPAIRS & MAINT SUPPLIES	17,615.77	239,000	179,959.49		
	02 -5862205	PETROLEUM PRODUCTS	42,062.77	180,000	115,546.47		
	02 -5866202	OPERATING SUPPLIES	651.58	2,000	984.46		
	02 -5871202	OPERATING SUPPLIES	449.82	6,000	3,630.32		
	02 -5972202	OPERATING SUPPLIES	69.75	2,000	25.66		
	02 -5972203	REPAIRS & MAINT SUPPLIES	46.36	1,000	953.64		
	02 -5973203	REPAIRS & MAINT SUPPLIES	371.58	57,500	50,990.73		
	02 -5974204	SMALL TOOLS	795.40	2,000	1,204.60		
	02 -5974206	MAJOR CHEMICALS	23,334.50	300,000	199,467.04		
	02 -5974304	LAB TESTING	1,136.00	31,000	9,930.30		
	02 -5974308	CONTRACTED SERVICES	364.57	55,000	43,835.43		
	02 -5974316	REPAIRS & MAINTENANCE	94.91	75,000	66,198.12		
	02 -5974331	EMPLOYEE TRAVEL & TRAININ	20.00	1,000	957.09		
	02 -5975202	OPERATING SUPPLIES	934.81	30,000	25,731.61		
	02 -5975316	REPAIRS & MAINTENANCE	1,565.62	6,000	595.76		
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120	0.00		
	16 -5323202	OPERATING SUPPLIES	2,684.06	50,000	29,315.94		
	26 -5211520	AGENT FEES	1,500.00	6,000	4,500.00		
	28 -5654202	OPERATING SUPPLIES	258.44	8,000	2,646.96		
	28 -5654203	REPAIR & MAINT SUPPLIES	1,889.81	16,000	10,599.92		
	28 -5654330	DUES & SUBSCRIPTIONS	445.00	500	55.00		
	28 -5654331	TRAVEL & TRAINING	52.65	2,000	1,815.26		
	28 -5654524	FNB LOAN #118 EXPO SEATING	103,548.70	103,549	0.30		
	28 -5654525	FNB LOAN #122 EXPO EQUIPME	2,619.33	18,321	0.62		
	29 -5324202	OPERATING SUPPLIES	65.00	18,067	18,002.00		
	30 -5211360	MC ECONOMIC DEVELOPMENT	12,500.00	150,000	0.00		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00		
	** 2008-2009 YEAR TOTALS **		306,201.01				

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 28, 2008

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, a request by Maureen Harrison for a large dumpster and landfill vouchers to be used during the "Make a Difference Day" scheduled for Saturday, October 25, 2008.

Recommendation

Motion to approve a large dumpster and landfill vouchers for use in "Make a Difference Day" scheduled for Saturday, October 25, 2008.

Discussion

Ms. Maureen Harrison requests that the City provide a large dumpster and landfill vouchers during the above described event.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/28/08</u>

MAKE A DIFFERENCE DAY
SATURDAY, OCTOBER 25, 2008

BOYS & GIRLS CLUB
3RD & CHADICK, McALESTER, OK

REQUEST FOR WAIVER – DUMPSTER

This is our request for the **Make a Difference Day** volunteers to haul trash to a dumpster to be located at the Boys & Girls Club, 3rd & Chadick on Saturday, October 25, 2008.

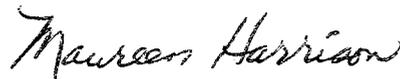
Make a Difference Day is a national volunteer day held on the fourth Saturday in October. The event is sponsored by *USA Weekend*/Points of Light Foundation and actor Paul Newman. Our Minor Home Repair/Maintenance Project won a \$10,000.00 award in April 2005. As a result, we were featured on the cover page of the *USA Weekend* magazine. We gave the money to five (5) local charities.

The reason for the request for a dumpster is the need from some of the applicants for this assistance. Our core group of applicants include: single-working women, retired regardless of age/gender, senior citizens and physically challenged residents. There might be applicants in the City of Krebs requesting this service too. We have helped 5-6 residents in Krebs for the past two years.

Please place us on the McAlester City Council agenda for an official request and approval.

Thank you.

Respectfully submitted,



Maureen Harrison, Coordinator
Minor Home Repair/Maintenance Project
MAKE A DIFFERENCE DAY
(918) 423-1385

Enclosures

xc: file

2007

MAKE A DIFFERENCE



Staff photo by KEVIN HARVISON

Connecting with others and working together through volunteer service can bridge the differences that separate people and help solve serious social problems. McAlester Mayor Don Lewis proclaims Oct. 27, as Make a Difference Day. On hand to witness the event are Samantha Brownlee, Rykken Brownlee, Shirley Collier, Mayor Don Lewis, Bea Walker, Dale Ellis, Becky Brownlee, Jackie Picotte, Melissa York, Maureen Harrison, Roy Baskin, Justin Stewart and Valerie Rogers.



McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008 Item Number: 2
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 28, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, amending the Code of Ordinances, Chapter 2, Article 5, creating new Sections 2-171 and 2-172 related to the Personnel Board; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve an Ordinance recreating a Personnel Board and declaring an emergency.

Discussion

The Personnel Board was removed from the new City Charter in favor of it being placed within the McAlester Code Ordinances. This ordinance recreates the Personnel Board as a five-member board appointed for six year terms. Note: In contrast to the original Personnel Board, the Mayor shall appoint the members, with the consent of the City Council, in lieu of the City Council appointing the Board membership.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/28/08</u>

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 2, ARTICLE V, CREATING NEW SECTIONS 2-171 and 2-172 RELATED TO THE PERSONNEL BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: Chapter 2, Article V, Sections 2-171 and 2-172 of the McAlester Code of Ordinances are hereby created to read as follows:

Section 2-171. Personnel board created.

- (A) There shall be a personnel board consisting of five members appointed by the Mayor, with the consent of the City Council, for overlapping six-year terms; provided, however, that for the first appointment under the provisions of this Ordinance, one (1) member shall be appointed for a term of two (2) years; two (2) members shall be appointed for a term of four (4) years; and two (2) members shall be appointed for a term of six (6) years. All appointments shall begin July first in an even-numbered year. A member may not hold any other office or position in the city government.

The council, by a vote of at least five members, after adequate opportunity for a public hearing, may remove a member for the good of the service; and the vote shall be by yeas and nays and shall be entered in the journal. The council shall fill vacancies for the unexpired terms. Members shall serve without compensation unless council provides otherwise.

- (B) At the time prescribed for the beginning of the term of a newly appointed member or as soon thereafter as practicable, the board shall elect a chairperson, a vice-chairperson, and a secretary; and the secretary need not be a member of the board. The board shall determine the time and place of its regular meetings, and the chairperson or two members may call a special meeting. The chairperson shall have power to administer oaths and affirmations.

- (C) The personnel board shall have power to subpoena officers and employees of the city and other persons to testify and to produce documents and other effects as evidence.

Section 2-172. Removal, etc.; hearing before the personnel board.

- (A) The city manager or any other authority who lays off, suspends without pay for more than ten days, demotes, or removes any officer or employee in the classified service after a probationary period of six months, shall, at that time of imposing the discipline or with two days thereafter, deliver, or have delivered, or mail by registered, certified or similar special mail, to the officer or employee a written statement of the reason or reasons for the layoff, suspension, demotion, or removal.
- (B) Such officer or employee may appeal in writing to the personnel board. The appeal must be filed with the secretary of the board, or with the city clerk for transmittal to the board, within ten days after receipt of the notice of the layoff, suspension, demotion or removal.
- (C) As soon as practicable thereafter, the board shall hold a public hearing on the appeal, or give an adequate opportunity therefore, and shall report in writing its findings and recommendations, in cases of subordinates of the city manager, to the city manager, and in other cases to the respective authorities having power of removal; and the city manager or other authority having power of removal shall not be bound to adopt the recommendation of the board, but shall then make a final decision in writing regarding the appellant's layoff, suspension, demotion or removal, as the case may be; provided that, if the board finds that the layoff, suspension, demotion or removal was made for a political reason or reasons or for any other reason or reasons that the good of the service, it shall veto the layoff, suspension, demotion or removal, and the action by the city manager or other authority shall be nullified thereby.

SECTION 2: Severability. 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 3: Emergency Clause. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this ___ day
of September, 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



McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 28, 2008

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

Subject

Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, amending the budget for fiscal year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to amend the budget for fiscal year 2008-2009 and declaring an emergency.

Discussion

This budget amendment is to make an additional principal payment on the EXPO Center Seating Lease in the amount of \$200,000.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/28/08</u>

ORDINANCE NO. ____

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

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

WHEREAS, the City 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 City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2008-2009 Budget, which is for an additional principal payment on the EXPO Center Seating Loan, 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, which is attached hereto and fully incorporated herein by reference, be, and the same is hereby completely adopted and approved as an amendment to the said FY 2008-2009 Budget.

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

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

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

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

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

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

William J. Ervin, City Attorney

FY 2008-2009 BUDGET AMENDMENT

Exhibit A-1

SE EXPO CTR/TOURISM FUND - 28

#5		
Estimated Fund Balance 6/30/08		552,999
FY 08-09 Original Budgeted Revenues		738,050
FY 08-09 Original Budgeted Appropriations		(635,402)
Additional Revenue		-
Budget Amendments		(200,000)
Estimated Ending Fund Balance 6/30/09		<u>455,647</u>

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

Expenditures Appropriations Needed:

Tourism	28	5654524	EXP	200,000	Additional Principal Payment on Expo Seating Loan
		<u>Department Total</u>		<u>\$ 200,000</u>	

GENERAL FUND GRAND TOTAL EXPENDITURES	\$	200,000
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McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008 **Item Number:** 4
Department: City Manager
Prepared By: Mark B. Roath **Account Code:** _____
Date Prepared: August 28, 2008 **Budgeted Amount:** _____
Exhibits: Three

Subject

Consider, and act upon, authorizing the Mayor to sign a Lease Purchase Renewal with the First National Bank and Trust Company, McAlester, Oklahoma, for EXPO equipment.

Recommendation

Motion to approve a Lease Purchase Renewal with the First National Bank and Trust Company for EXPO equipment.

Discussion

The City of McAlester entered into a Lease Purchase Agreement with the bank on September 16, 2002, to fund equipment at the EXPO Center. The City now desires to renew the Lease Purchase for the principal balance owed of \$259,371.58. The term of the Lease Purchase Renewal is for three years at 4.20% based on an additional payment of \$200,000 at the time of renewal and the scheduled annual payment of \$103,548.70.

Approved By

Initial

Date

Department Head

City Manager

MBR

08/28/08



RECEIVED
8-26-08

Roi Nelson
President / CEO

August 26, 2008

Mark Roath, City Manager
City of McAlester
McAlester, Oklahoma

Dear Mark:

Enclosed please find the Lease Purchase Renewal of Lease #118 between First National Bank & Trust Co. the Lessor and the City of McAlester the Lessee. As we have discussed City Council will need to approve the renewal then Mayor Kevin Priddle and Cora Middleton, City Clerk will need to sign the renewal. The Lease Purchase Renewal is in the amount of \$259,371.58 and calls for annual payments of \$93,819.17 beginning September 16, 2009 and on the 16th of September each year thereafter with the final lease payment due September 16, 2011. The interest rate on the lease is a Tax Exempt rate of 4.20%.

As per our previous conversations, this renewal lease takes into consideration the City of McAlester paying their normal annual lease payment of \$103,548.70 on September 16, 2008 plus an additional \$200,000.00 pay down on the principal balance for a total amount of \$303,548.70.

If there is any additional information you need please do not hesitate to contact me anytime.

Sincerely,

A handwritten signature in black ink that reads "Roi Nelson". The signature is written in a cursive style.

Roi Nelson
President/CEO

LEASE PURCHASE RENEWAL

THIS AGREEMENT, made and entered into on this the 19th day of September, 2008 by and between First National Bank & Trust Co., McAlester, Oklahoma, hereinafter referred to as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, hereinafter referred to as Lessee,

WITNESSETH:

Item 1 – Lessor and Lessee previously entered into a Lease Purchase Agreement on September 16, 2002, and are desirous of renewing said agreement with the following terms, conditions, covenants, and agreements set forth.

Item 2 – Lessor hereby agrees to continue to rent, lease and to let to Lessee upon the terms, conditions, covenants, and agreements hereinafter set forth, the following described equipment:

2800 Series 5000 Telescopic Platform Seats
2-108 foot sections (6)
2- 83 foot sections (5)

Item 3 - It is mutually agreed that the principal balance of said Lease Purchase price of said equipment is \$259,371.58. Lessee agrees to pay to Lessor as rental for the use of said equipment, the sum of \$93,819.17 annually, commencing on September 16, 2009 and payable annually thereafter on or before the 19th day of September each year this contract is in force.

Item 3 - The term of this contract shall be from the date hereof to and including September 16, 2011, on which date this lease shall expire and terminate, unless the same is renewed by mutual ratification as hereinafter provided.

Item 4 - This lease contract shall be subject to be revitalized and renewed by the mutual consent of the parties hereto and ratification thereof for and during the fiscal year commencing on the 16th day of September 2009 and annually thereafter, and in the event of such revitalization or renewal or ratification, the annual rental for equipment here and before designated shall continue to be the sum of \$93,819.17 annually, payable as here and before specified provided, through and including September 16, 2011, however, that in the event the Lessee, under successive mutual consent ratification or revitalization, shall have paid all rentals on said leased equipment from the date of the initial agreement, plus 4.20% interest, and in that event said equipment shall become the property of Lessee, and the Lessor agrees thereupon to execute and to deliver to Lessee good and sufficient Bill of Sale thereto.

Item 5 - Subject to the agreement contracted in the preceding paragraphs the Lessee shall on the expiration of this Lease, or on the expiration of any renewal or extension or ratification thereof, surrender possession of and return the equipment described above, to the Lessor at it's usual place of business in McAlester, Oklahoma, in the same condition as received by the Lessee, reasonable wear and tear alone expected.

Item 6 - It is further agreed that in the event this Lease contract is not renewed, revitalized or ratified, that all rentals theretofore paid to the Lessor shall be retained by the Lessor as rental for the equipment so rented.

Item 7 - Upon the failure of Lessee to pay any of the rental installments specified herein during the original and initial period of the Lease, or during any renewal or revitalization thereof,

immediate return of possession of the equipment described above, will be made by Lessee to Lessor and in the event Lessee so fails, refuses or neglects to deliver the possession thereof to Lessor, Lessor shall have the right without notice or demand to take immediate possession of said property, wherever it may be found and for that purpose may pursue the same wherever it may be found and may enter any of the premises of Lessee, its agents, servants or employees by due process of law, wherever the said property may be, or supposed to be, and search for the same and if found to take possession thereof; any and all other agreements, either oral or written to the contrary notwithstanding, it being expressly agreed between the parties hereto that the only manner in which this agreement and contract may be altered or amended or modified is by the attachment of such written modifications, amendments, or alterations to this written contract, by an expressed consent of both Lessor and Lessee.

Item 8 - The Lessee hereby agrees to pay and keep current insurance sufficient to cover the value of the equipment. The Lessor is to be named as additional named insured and loss payee on the required insurance. Lessee agrees to provide Lessor with a Certificate of Insurance showing the above requirements have been met. Lessee agrees to provide Lessor additional liability insurance in the amount of \$1,000,000.00. This coverage will be carried under Lessor's excess liability insurance policy. The cost of insurance coverage shall be borne by Lessee.

Lessee is responsible for all upkeep of equipment, maintenance of equipment, etc. Lessee hereby releases Lessor from any responsibility of maintenance and repairs on said equipment and any public or private liability.

WITNESS WHEREOF, the parties have hereunto set their hands and the seal the day and year first above written.

ATTEST:

By: _____
City Clerk

LESSEE
CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Kevin Priddle, Mayor

LESSOR
FIRST NATIONAL BANK & TR. CO.
OF MCALESTER, OKLAHOMA

By: _____
Roi Nelson
President & CEO

#118

LEASE PURCHASE

THIS AGREEMENT, made and entered into on this the 16TH day of September, 2002 by and between First National Bank & Trust Co., McAlester, OK, hereinafter referred to as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, hereinafter referred to as Lessee,

WITNESSETH:

Item 1 - Lessor hereby agrees to rent, lease and to let to Lessee upon the terms, conditions, covenants, and agreements hereinafter set forth, the following described equipment:

- 2800 Series 5000 Telescopic Platform Seats
- 2 - 108 ft. sections (6)
- 2 - 83 ft. sections (5)

Item 2 - Lessee agrees to pay to Lessor as rental for the use of said equipment, the sum of \$8,499.92 monthly, commencing on October 16, 2002 and payable on or before the 16th day of each month this contract is in force. It is mutually agreed that the purchase price of said equipment is \$834,750.00.

Item 3 - The term of this contract shall be from the date hereof to and including September 16, 2012, on which date this lease shall expire and terminate, unless the same be renewed by mutual ratification as hereinafter provided.

Item 4 - This lease contract shall be subject to be revitalized and renewed by the mutual consent of the parties hereto and ratification thereof for and during the fiscal year commencing on the 16th day of September, 2003 and annually thereafter, and in the event of such revitalization or renewal or ratification, the monthly rental for equipment here and before designated shall continue to be the sum of \$8,499.92 monthly including 4.12% interest, payable as here and before specified provided through and including September 16, 2007 at which time the Lessee agrees to renegotiate with the Lessor a new lease rate for the remaining five (5) years of said lease. At such time, Lessee shall have paid all rentals on said leased equipment from the date of the initial agreement said equipment shall become the property of Lessee, and the Lessor agrees thereupon to execute and to deliver to Lessee good and sufficient Bill of Sale thereto.

Item 5 - Subject to the agreement contracted in the preceding paragraphs the Lessee shall on the expiration of this Lease, or on the expiration of any renewal or extension or ratification thereof, surrender possession of and return the equipment described in numerical paragraph number one, to the Lessor at it's usual place of business in McAlester, Oklahoma, in the same condition as received by the Lessee, reasonable wear and tear alone expected.

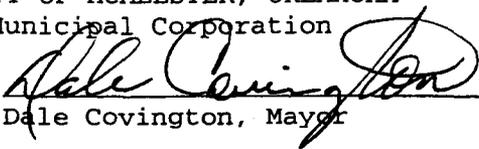
Item 6 - It is further agreed that in the event this Lease contract is not renewed, revitalized or ratified, that all rentals theretofore paid to the Lessor shall be retained by the Lessor as rental for the equipment so rented.

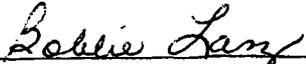
Item 7 - Upon the failure of Lessee to pay any of the rental install-ments specified herein during the original and initial period of the Lease, or during any renewal or revitalization thereof, immediate return of possession of the equipment described in numerical paragraph number one, will be made by Lessee to Lessor and in the event Lessee so fails, refuses or neglects to deliver the possession thereof to Lessor, Lessor shall have the right without notice or demand to take immediate possession of said property, wherever it may be found and for that purpose may pursue the same wherever it may be found and may enter any of the premises of Lessee, its agents, servants or employees by due process of law, wherever the said property may be, or supposed to be, and search for the same and if found to take possession thereof; any and all other agreements, either oral or written to the contrary notwithstanding, it being expressly agreed between the parties hereto that the only manner in which this agreement and contract may be altered or amended or modified is by the attachment of such written modifications, amend-ments, or alterations to this written contract, by an expressed consent of both Lessor and Lessee.

Item 8 - The Lessee hereby agrees to pay and keep current insurance sufficient to cover the value of the equipment described in numerical paragraph number one. The Lessor is to be named as additional named insured and loss payee on the required insurance. Lessee agrees to provide Lessor with a Certificate of Insurance showing the above requirements have been met. Lessee agrees to provide Lessor additional liability insurance in the amount of \$1,000,000.00. This coverage will be carried under Lessor's excess liability insurance policy. The cost of this coverage shall be borne by Lessee. Lessee is responsible for all upkeep of equipment, maintenance of equipment, etc. Lessee hereby releases Lessor from any responsibility of maintenance and repairs on said equipment and any public or private liability.

WITNESS WHEREOF, the parties have hereunto set their hands and the seal the day and year first above written.

LESSEE
CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

by: 
Dale Covington, Mayor

By: 
(City Clerk)

LESSOR
FIRST NATIONAL BANK & TRUST CO.
OF MCALESTER, OKLAHOMA

BY: _____
Roi Nelson
Executive Vice President

FIRST NATIONAL BANK
AND TRUST CO. OF McALESTER, OKLAHOMA
Member FDIC



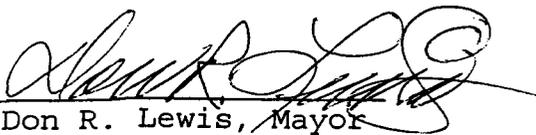
September 1, 2006

RATIFICATION AGREEMENT

I/we, City of McAlester (Lessee) hereby ratify and confirm said Lease No. 118 with First National Bank & Trust Co. of McAlester for the year 2006.

Said Lease is secured by 2800 Series Telescopic Platford Seats; annual payments of \$103,548.70 are due and payable on September 16 of each year.

CITY OF McALESTER

By: 
Don R. Lewis, Mayor

COPY

Date: 09/12/06





McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008 Item Number: 5
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 28, 2008 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, a Letter Agreement amending the Economic Agreement with Lowe's Home Centers, Inc., related to the Annual Certification being based on the calendar year.

Recommendation

Motion to approve a Letter Agreement amending the Economic Agreement with Lowe's Home Centers, Inc. related to the Annual Certification.

Discussion

The former City Attorney, Robert Ivester, negotiated a change in the Annual Certification under the Economic Agreement, which would be based on the calendar year. Lowe's Home Centers, Inc., has approved of the change (see attachment).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/28/08</u>



June 26, 2008

Mr. Brad Hinchler
Lowe's Companies, Inc.
Real Estate Site Incentives Manager
P. O. Box 1111, Mail Code FMN6
North Wilkesboro, NC 28656-1111

RE: Lowe's of McAlester, OK
Economic Development Agreement

Dear Mr. Hinchler:

Pursuant to our telephone conversation the Economic Development Agreement between Lowe's Home Centers, Inc. and the City of McAlester, Oklahoma dated May 12th, 2004 provides for annual certification from the opening date of the store. You and I have discussed this matter and we believe it would be better to base the annual certification on a calendar year, January 1 through December 31 of each year.

We believe it will easier to submit this documentation based on a calendar year.

Therefore Lowe's Home Centers, Inc. and the City of McAlester agree to amend the Economic Agreement to provide for the Annual Certification to be based on the calendar year. Both parties have endorsed their approval to this agreement.

Dated June 26, 2008.

Very truly yours,
CITY OF McALESTER

BY: Robert Ivester
ROBERT IVESTER, City Attorney

APPROVED:
CITY OF McALESTER

BY: _____

APPROVED:
LOWE'S HOME CENTERS, INC.

BY: Gary E. Wyatt * BSH

RI:prp , Gary E. Wyatt
Senior Vice President

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT dated as of May 12, 2004 (the "Agreement"), and is by and between the LOWE'S HOME CENTERS, INC., a North Carolina Corporation, ("Lowe's") and the CITY OF MCALESTER, OKLAHOMA, a public body politic and a municipal corporation of the State of Oklahoma (the "City").

RECITALS:

1. The City desires to implement an economic development program in accordance with Oklahoma law and approved by the City Council of the City ("Council");
2. The City has determined that this economic development program promotes state and local economic development, stimulate business and commercial activity, discourages the loss of existing businesses and jobs, increases sales and ad valorem taxes, promotes development and diversification of the economy, aids in the elimination of unemployment and underemployment, support expansion of commerce, increases the City's and the public's economic security, promotes the public good and welfare, and generally promotes economic growth and prosperity in the City;
3. Lowe's proposes to construct a Lowe's Home Improvement Warehouse in the City ("Project") of approximately 95,000 square feet improved space, located on approximately 10 acres of land, with an initial investment exceeding approximately \$10,000,000, with anticipated sales exceeding \$20,000,000 annually and 100 anticipated new full time job equivalents;
4. City Ordinance 2159 establishes the City expanded its sales tax to provide a fund for economic development incentives and promote economic development in the City ("Incentive Fund");
5. The City and the McAlester Economic Development Service, Inc. (MEDS) have encouraged and supported Lowe's entering the City, including delivering to Lowe's a Memorandum of Understanding dated February 27, 2004 proposing to deliver to Lowe's economic development incentives with a total value of Two Million Dollars (\$2,000,000.00);
6. The City finds that the administration of a program to reimburse Lowe's for public infrastructure installed by Lowe's relating to the development of the Project and to grant incentive payments to Lowe's which are significantly less than the additional sale and ad valorem taxes generated by the Project in the amount set forth in this Agreement, in return for development of the Project by Lowe's in the City promotes local economic development, increases local employment, increases City tax revenue, and stimulates business and commercial activity within the City and would directly establish a public purpose, as contemplated above;
7. The City finds that the Project would not be developed in the City without the

economic development incentives set forth herein;

8. The Council finds that the Agreement conforms to the guidelines of the Incentive Fund, and supports a finding that it is in the best interests of the City to provide economic incentives to Lowe's;

9. The Council finds that the structure of the Agreement requires benefit to the public before economic incentive payments are made so that there is accountability of Lowe's to the City for earning the payments, and that, at all times, the economic benefits to the City from inducing Lowe's to enter the City exceed the payments to Lowe's made from time to time under this Agreement;

10. MEDS has requested the City approve the Agreement and has gone to great efforts to encourage Lowe's to develop the Project in the City, and represented to Lowe's that economic development incentives were available to Lowe's if it purchased real property for the Project, such that Lowe's has moved forward with development plans in reliance on the economic development incentives presented by MEDS and the City;

11. The Council finds that other Oklahoma municipalities have granted economic incentives to Lowe's and to other retailers like Lowe's, including Wal Mart and Bass Pro Shops, and that the economic incentive payments in this Agreement are necessary to reflect and respond to increased commercial competition and complexities for such retailers;

12. The Council finds that the public infrastructure to be installed by Lowe's as part of its Project benefits the public and should be accepted for public maintenance when complete;

13. The Council finds that the establishment of the Project in the City will bring retail transactions to the City from throughout the county;

14. The Council finds that the establishment of the Project will attract other retailers to the City, generally, and to the area where the Project is located, specifically, which would not be otherwise developed;

15. The City finds that Lowe's has a national reputation as a solid, financially sound company which is a good employer who provided good benefits to its employees and has a history of success operating in smaller towns;

16. The City finds that it is important to insure that if a home improvement warehouse comes to the area, that it locate within the City limits and thus is subject to City sales taxes and land use regulations;

17. The City finds that the tax revenues generated to the City by the Project in excess of the economic development incentive payments are significant and will allow the

City to expand the type and scope of services allowed to all citizens of the City, including enhanced public improvements, police protection, recreational facilities and the like;

18. The funding for this Agreement is currently available from designated economic development funds already appropriated for that use, and will not impact the City's ongoing operations, its ability to pay its debts or its bond rating; and

19. The City Attorney has opined to the parties that the Agreement and the economic incentive payments herein are (i) a legitimate "public purpose" under the Oklahoma Constitution and applicable Oklahoma law, (ii) do not violate any provision of the Oklahoma Constitution or applicable Oklahoma law, (iii) are within the authority of the City and the Council under its charter, and (iv) are duly executed and authorized by valid Council action.

THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

ARTICLE I

LOWE'S COMMITMENTS

In return for the assistance and consideration being provided by the City under the terms of the Agreement, Lowe's agrees as follows, contingent upon Lowe's, in its sole discretion, purchasing land in the City for the Project:

1.01 Make a 10.3 Million Dollar Capitol Investment

Lowe's will spend at least \$10.3 million dollars within the Performance Period (defined in Exhibit A) on certain capital costs related to the construction of a New Retail Store of approximately 95,000 square feet, including expenditures for land, building, equipment, construction of a parking lot, road and right of way improvements, public infrastructure improvements and related development costs.

1.02 Provide 100 Jobs

- (a) Upon opening, provide employment for a minimum of 100 people at the New Retail Store.
- (b) Lowe's will maintain an average annual payroll at the New Retail Store of at least 100 people during the Agreement Term.
- (c) In its hiring, Lowe's will give such preferences as are allowed by law to qualified residents of the City and immediate surrounding area.

1.03 Increase in City Sales Tax Base

- (a) Lowe's will generate minimum gross sales of \$20,000,000.00 in products its first year of operation (2005 - prorated for the period the New Retail Store is open for business). The minimum gross sales requirement for earning an Annual Payment (defined in Section 2.02) increases by \$1 million each year as follows:
- A. \$21 million in gross sales in 2006
 - B. \$22 million in gross sales in 2007
 - C. \$23 million in gross sales in 2008
 - D. \$24 million in gross sales in 2009
 - E. \$25 million in gross sales in 2010
 - F. \$26 million in gross sales in 2011
 - G. \$27 million in gross sales in 2012
 - H. \$28 million in gross sales in 2013
 - I. \$29 million in gross sales in 2014
- (b) Lowe's will encourage development of the area where its New Retail Store is located by promoting the City to other retail operations that might be interested in establishing operations in the City, if requested to do so by the City.

ARTICLE II

CITY OF MCALESTER COMMITMENTS

In return for Lowe's obligations under this Agreement, the City agrees as follows:

2.01 Offsite Public Infrastructure Reimbursement

The City will reimburse Lowe's, on the Opening Day, subject to presentation of invoice with supporting cost analysis, its actual costs (estimated at \$800,000.00) of public infrastructure development, including but not limited to the below listed items and public works done in conjunction with the Project. Upon payment by the City to Lowe's, same will be dedicated to the City for public use and maintenance. These items shall be constructed to specifications established by the City for comparable public improvements.

- (a) Offsite Right of Way Improvements (including drainage) - approximately \$351,456.00.
- (b) Traffic Signalization (including turn ramp) - approximately \$230,000.00.
- (c) Public Water Service (including firelines and domestic) - approximately \$60,000.00.
- (d) Public Sanitary Sewer Services- approximately \$8,000.00.
- (e) Purchase of Right of Way for North/South access from Peaceable Road to the Project- approximately \$80,000.00.
- (f) Road way-approximately \$70,544.00.

2.02 Annual Economic Development Incentive Payments

The City will pay Lowe's \$200,000.00 each year ("Annual Payment") beginning with the Opening Date, and continuing annually on each annual anniversary of the Opening Date, until the total of all economic development incentives paid to Lowe's equals \$2,000,000.00 (plus interest accruing on the escrow described in Section 3.03), so long as Lowe's obligations herein are met. The initial Annual Payment is incentive for Lowe's agreement to construct the Project and hire the initial employees. The subsequent Annual Payments are incentives for Lowe's commitment to continued operation of the New Retail Store and the continued employment of an average of 100 full time employee equivalents.

ARTICLE III

PAYMENT OF INCENTIVES

3.01 Funding for Payments

The City currently holds, and agrees to set aside for payments and deposits required by this Agreement, \$2 Million of its dedicated economic development funds and account established by vote of the citizens of the City.

3.02 Payments due on the Opening Date

Lowe's shall be reimbursed by the City for the actual costs of the public infrastructure improvements as set out in paragraph 2.01 above, on the Opening Date and an additional \$200,000.00 economic development incentive payment on the Opening Date shall be paid by the City as additional incentive for the development of the Project and hiring the initial 100 employees.

3.03 Establishment of Escrow

On the Opening Date, the City shall deposit in an escrow with Fidelity Title Company, 5430 LBJ Freeway, Suite 260, Dallas, Texas 75240, Attn: Karen Moreau ("Escrow Agent"), the \$2,000,000.00 dedicated funding for this Agreement described in Section 3.01 less the payments made to Lowe's on the Opening Day described in Section 3.02. It is anticipated that the escrow will be initially funded with approximately \$1,000,000.00. The escrow shall be held by the Escrow Agent in an interest bearing account at a federally insured financial institution acceptable to the parties. The interest accruing on the escrowed funds shall become additional Incentives available to be paid to Lowe's. Upon establishment of the escrow, the funds in the escrow shall be considered held by the Escrow Agent, in trust, for the benefit of Lowe's as incentives payable to Lowe's under this Agreement, subject only to Lowe's compliance with its obligations under this Agreement and shall no longer be considered City funds. However, the City retains the right to recover any funds in the escrow which are not disbursed by Escrow Agent to Lowe's pursuant to the provisions of this Agreement, during the Agreement Term. The

parties may select a new Escrow Agent from time to time by mutual agreement. The parties will execute on or before the Opening Date an Escrow Agreement required by the Escrow Agent, in a form reasonably acceptable to the parties and the Escrow Agent. Any costs incurred with the Escrow Agent relating to the establishment and maintenance of the escrow shall be paid out of the escrowed funds. If any funds remain in the escrow at the end of the Agreement Term and have not been paid to Lowe's, they shall be rebated to the City.

3.04 Annual Payments due after the Opening Date

Upon each annual anniversary of the Opening Date, Lowe's shall send a status letter enclosing a certification with jurat ("Annual Certification Letter") to the Escrow Agent and the City certifying, if true, that it has complied with the requirements of Sections 1.02 and 2.02 for the calendar year preceding the annual anniversary of the Opening Date. The certification will be signed by Lowe's Officer(s) with knowledge regarding the facts necessary to confirm compliance and will specifically address each element of performance required. If requested by the City, Lowe's shall provide appropriate backup materials (with confidential information not relevant to performance redacted) to allow the City to confirm compliance. If the Escrow Agent does not receive a letter from the City within fourteen (14) days after the Escrow Agent's receipt of the Annual Certification Letter, then the Escrow Agent shall deliver \$200,000.00 to Lowe's, with evidence of the payment provided to the City. This procedure shall continue regularly and annually until the escrow is exhausted. In the event the City disputes Lowe's compliance, the Escrow Agent may either (1) hold the funds until it receives joint instructions from the parties, or (2) if the Escrow Agent does not receive joint instructions from the parties within 90 days after any anniversary of the Opening Date, then the Escrow Agent may interplead the Annual Payment with a court of competent jurisdiction and request the court determine the rights of the parties to the interpleaded funds. In the event of dispute between the parties, the parties agree to first negotiate in good faith for a period of 30 days, then to submit to non binding mediation in accordance with the rule of the American Arbitration Association ("AAA"). The mediation shall occur no later than 90 days after the date requested. If the mediation does not result in settlement of the dispute, the dispute shall be resolved by binding arbitration under the AAA Commercial Arbitration Rules. The arbitration hearing shall occur no later than 180 days after requested. The mediation/arbitration shall be administered by the AAA Dallas, Texas office (or the Houston, Texas office if the Dallas, Texas Office is closed) with the mediation/arbitration occurring in Dallas, Texas.

3.05 Past Due Payments

Any payments not made when due shall accrue interest at the maximum non-usurious rate of interest payable by a municipality in Oklahoma, but not to exceed 18% per annum, from the date due to the date paid.

ARTICLE IV

DEVELOPMENT PROCESS

4.01 Waiver of city fees, charges, deposits and recoveries

The City waives and abates, to the extent allowed by applicable law, all fees, charges and recoveries typically involved in the first year of a commercial real estate project for acquisition, development and operation of a new retail store like the Project, including but not limited to permit fees, application fees, all building code fees, inspection fees, license fees, impact fees, capital recovery fees, utility deposits, street and utility assessments, and the like, but excluding real estate and personal property taxes.

4.02 Permits

The City will expedite all construction and development permits for the Project such that all permits will be issued within two (2) weeks of submission of proper plans and specifications in substantial compliance with applicable codes and ordinances, provided any permit may be issued contingent on final plat approval.

ARTICLE V

INDEMNIFICATION

Lowe's agrees to protect, defend, hold harmless and indemnify the City, any member of its government body, its officers, employees and agents, from and against any and all claims, actions, liabilities and damages brought by third parties actually suffered by a person or persons and actually arising out of this Agreement due to Lowe's actions, but not including any suit brought under 62 Oka. St. Ann. Section 372, or a similar statute or common law cause of action. The City agrees, to the extent permitted by law, to protect, defend, hold harmless and indemnify Lowe's, its officers, directors, shareholders, employees and agents, from and against any and all claims, actions, liabilities and damages brought by third parties actually suffered by a person or persons and actually arising out of this Agreement due to the City's actions, including but not limited to, any suit brought under 62 Oka. St. Ann. Section 372, or a similar statute or common law cause of action.

ARTICLE VI

TERMINATION OF AGREEMENT

The Agreement terminates upon the payment by the City of all Incentives provided for in Article II, as described in Article III, within the Incentive Period, notwithstanding that termination occurs prior to the tenth anniversary of the Opening Date. After such termination, this Agreement will be null and void, and the parties to the Agreement will have no other obligations to the other thereafter. Should Lowe's close for more than 60

consecutive dates, except due to casualty or condemnation, no further payments shall be due to Lowe's from the City and the parties' obligations cease and the Agreement is terminated. Lowe's has no obligation to operate the New Retail Store other than to earn the Incentives. In the event of early termination, no payments will be refunded. Should Lowe's not meet its goals and obligations in any particular year, the Annual Payment shall not be made in that year, but the Agreement shall continue until its termination on the tenth anniversary of the Opening Day. Each Annual Payment shall be earned based on the prior years' performance by Lowe's of its obligations under Article I and the failure to comply in any one year shall not prevent Lowe's from qualifying in any subsequent year. This Agreement shall in no way, except by vote of the Council, be extended past the tenth anniversary of the Opening Date. This Agreement shall not be terminated for a non-monetary default without providing the defaulting party notice of the default and thirty (30) days to cure that default.

ARTICLE VII

ASSIGNMENTS

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Lowe's may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed. However, without the consent or approval by the City, Lowe's may transfer or assign its rights or obligations hereunder to (i) any entity which is an affiliate (specifically including a direct or indirect parent or subsidiary), so long as Lowe's remains responsible and obligated to the City for the performance of its obligations under this Agreement, (ii) any purchaser of all or substantially all the similar retail stores owned by Lowe's in Oklahoma or cities in Oklahoma with populations less than 100,000, and provided the purchaser assumes the obligations hereunder, Lowe's shall be released from future liability, or (iii) any purchaser of the Project, which purchaser has a net worth of at least Twenty Million Dollars (\$20,000,000) and assumes the obligations hereunder, Lowe's shall be released from future liability.

ARTICLE VIII

MISCELLANEOUS

8.01 Definitions.

All terms with initial capitals used in this Agreement and not otherwise defined will have the meaning ascribed in Exhibit A. In addition, the Agreement is interpreted in accordance with the rules of construction in Exhibit A.

8.02 Governing Law

The Agreement shall be governed by the law of the State of Oklahoma.

8.03 Notices

All notices required or permitted to be given pursuant to the Agreement shall be effective only if the same be in writing and sent by certified mail with postage prepaid, return receipt requested, or by a nationally recognized next day courier delivery service, addressed as follows:

(i) if to Lowe's: Lowe's Home Centers, Inc. P.O. Box 1111 N. Wilkesboro, NC 28656 ATTN: Property Management Street Address: Highway 268 - East Dock N. Wilkesboro, NC 28659	(ii) if to the City: City Manager P.O. Box 578 McAlester, OK 74502
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With copies to:

Lowe's Home Centers, Inc.
Attention: Tax Department TA5
P.O. Box 1111
North Wilkesboro, NC 28656

And:

Lowe's Home Centers, Inc.
Attention: Law Department
Highway 268 East (East Dock)
North Wilkesboro, NC 28659

Notice shall be deemed given when deposited with the United States Postal Service by certified mail, return receipt requested or when received if by next day courier delivery service. Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

8.04 Non-Business Days.

If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment must be made or act performed or right exercised by the close of business on the next Business Day.

8.05 Severability

If any term, covenant, or condition of the Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and in lieu of each term, covenant, or condition that is found to be invalid or unenforceable, a provision will be added as a part of the Agreement that is mutually agreeable to City and Lowe's, which approval shall not be unreasonably withheld (or is judicially reformed by a court of competent jurisdiction to be substantially similar) and is as similar to the invalid or unenforceable term, covenant or condition as may be possible and be valid and enforceable. However, if the Incentives are reduced to less than 75% of those set forth in the Agreement, Lowe's may terminate this Agreement.

8.06 Waiver.

Any Party to this Agreement may waive any right or remedy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of that party's rights for any subsequent or continuing breach of such provision.

8.07 Binding Effect.

This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City under Article II, other than the performance by Lowe's of its obligations under Article I.

8.08 No Liability of Officers and Agents.

No officer, agent, or employee of the City or Lowe's shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

8.09 Counterparts.

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

8.10 Entire Agreement.

The Agreement, including Exhibits attached, which are incorporated herein and made a part hereof, shall constitute the entire agreement and no prior verbal or written agreement of understanding shall survive the execution of this Agreement. In the event of an amendment or modification to the Agreement, such amendment or modification shall be in writing if signed by all the parties.

8.11 Mutual Assistance

The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The parties shall execute any additional documents and agreement reasonably necessary to authorize, ratify or implement this Agreement, included but not limited to utilizing powers granted to the City in the future providing authority for economic development agreements of a character similar to the Agreement. The City will, from time to time, execute a certificate addressed to Lowe's, a lender to Lowe's or a potential purchaser of the Project or Lowe's stating that this Agreement is in full force and effect, ratifying the validity and enforceability of the Agreement, specifying that there are no defaults hereunder (or if a default exists, delineating thus default and the requirements to cure the default), and establishing the amount of funds remaining to be advanced under the Agreement.

8.12 Authority of the Parties

The City represents and warrants to Lowe's that this Agreement is within the scope of its authority and the provisions of the City's charter, and that it is duly authorized and empowered to establish the Program and enter into this Agreement. The City agrees not to challenge this Agreement or the City's authority to enter into or perform this Agreement, whether directly or indirectly. Lowe's represents and warrants to the City that it has the requisite authority to enter into this Agreement. The City waives, to the maximum extent allowed by law, any governmental, sovereign or other special immunity to suit or liability relating to this Agreement. The City recognizes that Lowe's has relied upon the validity and enforceability of this Agreement in placing the Project in the City, has multiple alternative locates for similar stores, and would not have made that decision, but for the benefits of this Agreement.

8.13 Attorneys' Fees

In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.

8.14 Time of Essence

Time is of the essence in the performance of this Agreement.

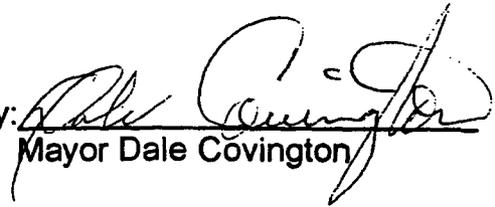
[signatures follow on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date above written.

Lowe's Home Centers, Inc.

City of McAlester, Oklahoma

By: David E. Shelton
Name: David Shelton
Title: SR. V. P.

By: 
Mayor Dale Covington

RMH ^{LCB}

EXHIBIT A

Definitions. Per this Agreement, the following definitions apply in addition to the terms defined in the text of the Agreement:

"Agreement Date" means the date set forth in at the beginning of the Agreement.

"Agreement Term" means the period of time beginning with the initial execution of this Agreement and extending until the Agreement's termination per Article VI.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State of North Carolina are required by law to be closed.

"New Retail Store" means a retail store of approximately 95,000 square feet, including public shopping area, warehouse, storage, office space, garden center, etc.

"Incentives" means money payments from the City to Lowe's per Article II.

"Incentive Period" means the period beginning with the Agreement Date and ending with the date all incentives and benefits are received from the City by Lowe's, but in no event extending past the tenth anniversary of the Opening Date Anniversary.

"Opening Date" is the date the New Retail Store opens for business for sales to the public. The "Opening Date" will not be deemed to have occurred prior to the issuance of a Certificate of Occupancy for the New Retail Store by the appropriate government officials.

"Performance Period" means the date beginning with the Agreement Date and ending with Opening Date.

"State" means the State of Oklahoma.

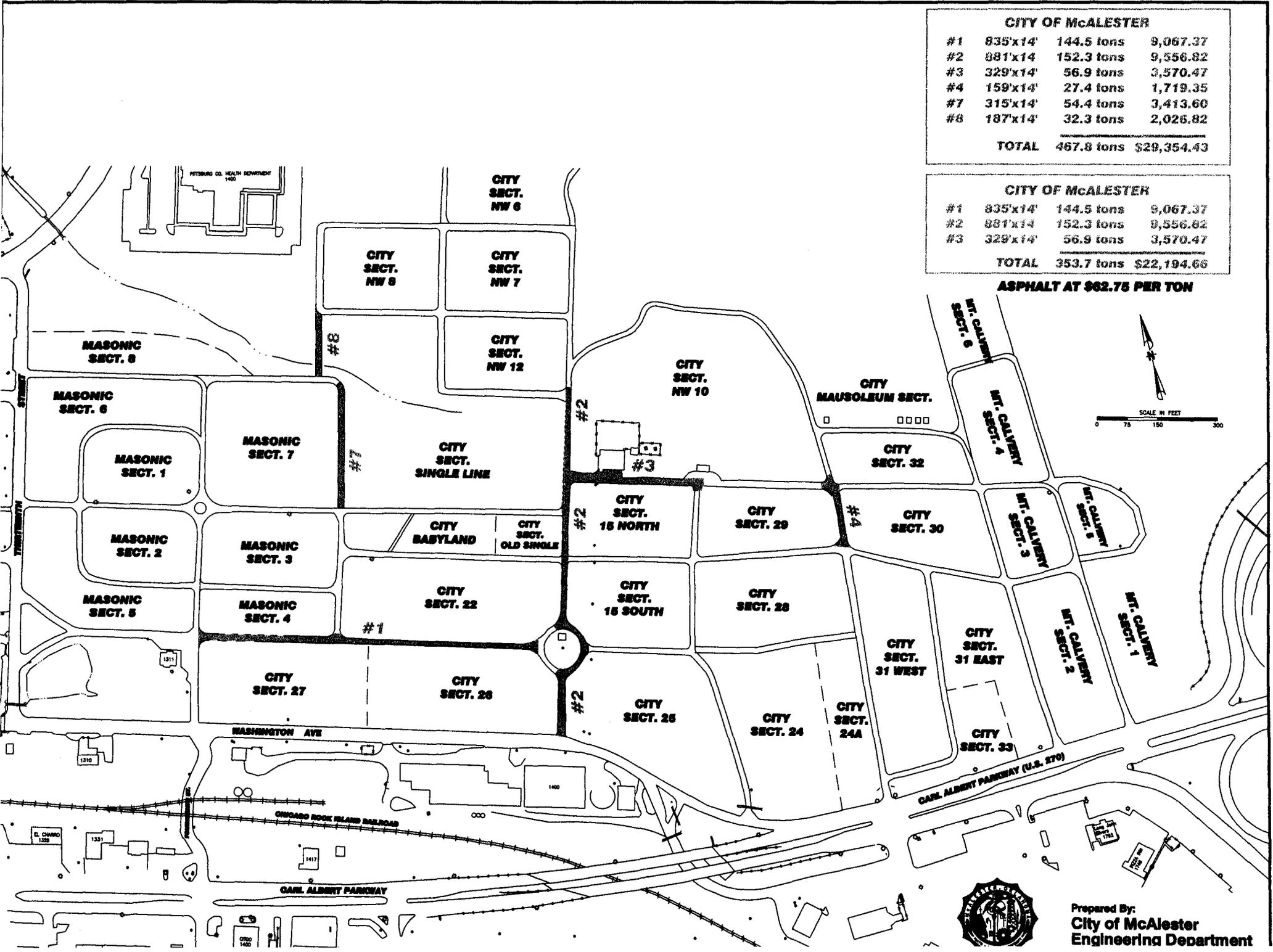
Rules of Construction. Unless the context otherwise indicates:

- (a) words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders as well;
- (b) all references to Articles, Sections, or Exhibits are references to Articles, Sections and Exhibits of this Agreement;
- (c) all references to officers are references to City and/or Lowe's officers; and
- (d) the headings herein are for convenience of reference and do not constitute a part of the Agreement nor shall they affect its meanings, construction or effect.

CITY OF McALESTER			
#1	835'x14'	144.5 tons	9,067.37
#2	881'x14'	152.3 tons	9,556.82
#3	329'x14'	56.9 tons	3,570.47
#4	159'x14'	27.4 tons	1,719.35
#7	315'x14'	54.4 tons	3,413.60
#8	187'x14'	32.3 tons	2,026.82
TOTAL		467.8 tons	\$29,354.43

CITY OF McALESTER			
#1	835'x14'	144.5 tons	9,067.37
#2	881'x14'	152.3 tons	9,556.82
#3	329'x14'	56.9 tons	3,570.47
TOTAL		353.7 tons	\$22,194.66

ASPHALT AT \$62.75 PER TON



Prepared By:
City of McAlester
 Engineering Department



McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008 Item Number: 7
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 28, 2008 Budgeted Amount: _____
Exhibits: _____

Subject

Consider, and act upon, authorizing Eric D. Janzen, Steidley and Neal, P.L.L.C., to explore settlement in the case of City of McAlester v. Ramsey, No. C-07-1218 (Dist. Ct. Pittsburg County).

Recommendation

Motion to authorize Eric D. Janzen to explore settlement in the City of McAlester v. Ramsey case.

Discussion

Councilmember John Browne has requested that the City Council authorize Eric D. Janzen to explore settlement in the above styled case.

Approved By

Initial

Date

Department Head

City Manager

MBR

08/28/08



McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 28, 2008

Item Number: 8
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Consider, and act upon, authorizing the City, through the McAlester Public Works Authority, to lease purchase a garbage truck.

Recommendation

Motion to authorize a lease purchase of a garbage truck.

Discussion

Councilman John Browne has requested that the City Council authorize the City to lease purchase a garbage truck.

Approved By

Initial

Date

Department Head

City Manager

MBR

08/28/08

Mark Roath

From: Kevin Priddle
Sent: Thursday, August 21, 2008 3:22 PM
To: Mark Roath
Subject: Agenda Item for September 9th

Please place an agenda item for consideration to make the first Saturday of the month free for McAlester residents with City Water bill at our City Dump.

Thank you for your help and consideration

Mayor Kevin Priddle



McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008 Item Number: 9
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 28, 2008 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, the free use of the landfill on the first Saturday of each month for residents of McAlester that show a City water bill.

Recommendation

Motion to approve free use of the landfill on the first Saturday of each month for McAlester residents that show a City water bill.

Discussion

Mayor Kevin Priddle has requested that McAlester residents be allowed to use the landfill free on the first Saturday of each month if a water bill is presented.

Approved By

Initial

Date

Department Head

City Manager

MBR

08/28/08



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 9, 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 28, 2008</u>	Exhibits:	<u>One</u>

Subject

Consider, and act upon, an Ordinance of the City of McAlester, amending Section 2-42 of the McAlester City Code relating to the Order of Business; providing for severability, repealing and savings clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve an ordinance the McAlester City Code, Section 2-42.

Discussion

The new City Charter, Article 2, Section 2.12 (b), requires a public hearing for all proposed ordinances. Section 2-42 of the McAlester City Code establishes an Order of Business for City Council meetings. This action proposes to include public hearings as part of the City Council's order of business (see Section II, item 7).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u></u>	<u></u>
City Manager	<u>MBR</u>	<u>08/28/08</u>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING SECTION 2-42 OF THE McALESTER CITY CODE RELATING TO THE ORDER OF BUSINESS; PROVIDING FOR SEVERABILITY, REPEALING AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of McAlester, Oklahoma ("McAlester") is interested in improving its meeting procedure to better communicate its business to the public; and

WHEREAS, the City Council is further interested in improving its meeting procedure to streamline the business process before it; and

WHEREAS, the City Council believes that a revision to its order of its business will accomplish both goals.

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

Section I. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section II. McAlester City Code Amended. The City Code of McAlester is hereby amended as follows:

Sec. 2-42. Order of Business

The city council shall consider and dispose of business to come before it in the following order:

- (1) Call to order by presiding officer.
- (2) Invocation and pledge of allegiance.
- (3) Roll call.
- (4) Citizen comments on non-agenda items.
- (5) Consent agenda.

- (6) Items Removed from Consent Agenda.
- (7) Public Hearing.
- (8) Scheduled business.
- (9) New business.
- (10) City manager's report.
- (11) Remarks and Inquiries by Council Members.
- (12) Executive session.
- (13) Adjournment.

Section III. Severability. Should any section, subsection, sentence or 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. McAlester hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section IV. Repealing/Savings Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section V. Effective Date. This Ordinance shall become effective 30 days after its adoption and publication as provided by law and the City Charter.

DULY PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS _____ DAY OF _____, 2008.

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Kevin E. Priddle, Mayor



McAlester City Council

AGENDA REPORT

Meeting Date: September 9, 2008 Item Number: 11
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: September 2, 2008 Budgeted Amount: _____
Exhibits: Two

Subject

Discussion and possible action upon, the adoption of a McAlester Code of Conduct for all City Council members, City officers and City employees.

Recommendation

Discussion

Mayor Kevin E. Priddle has submitted the attached Code of Conduct for discussion, which is required under Article 7, Section 7.01 (c), (1), (2) and (3) of the City Charter (see attached).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>09/02/08</u>

McAlester Code of Conduct

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

The Goals of the Code of Conduct are:

*To make McAlester a better community, built on mutual respect and trust;
To promote and maintain the highest standards of personal and professional conduct among all involved in City government, elected officials, City staff, volunteers, and members of the City's boards, commissions and committees.*

The Code of Conduct is a standard for members of boards, commissions and committees in fulfilling their roles and responsibilities.

Preamble

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

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

In practice, this value looks like:

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

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

In practice, this value looks like:

- a. *I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.*
 - b. *I approach my job and work-related relationships with a positive attitude.*
 - c. *I keep my professional knowledge and skills current and growing.*
3. *As a Representative of the City of McAlester, I will be service-oriented.*
In practice, this value looks like:
 - a. *I provide friendly, receptive, courteous service to everyone.*
 - b. *I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.*
 - c. *In my interactions with constituents, I am interested, engaged, and responsive.*
4. *As a Representative of the City of McAlester, I will be fiscally responsible.*
In practice, this value looks like:
 - a. *I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.*
 - b. *I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.*
 - c. *I make good financial decisions that seek to preserve programs and services for City residents.*
5. *As a Representative of the City of McAlester, I will be organized.*
In practice, this value looks like:
 - a. *I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.*
 - b. *I follow through in a responsible way, keeping others informed, and responding in a timely fashion.*
 - c. *I am respectful of established City processes and guidelines.*
6. *As a Representative of the City of McAlester, I will be communicative.*
In practice, this value looks like:
 - a. *I convey the City's care for and commitment to its citizens.*
 - b. *I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.*
 - c. *I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.*
7. *As a Representative of the City of McAlester, I will be collaborative.*
In practice, this value looks like:
 - a. *I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.*
 - b. *I work towards consensus building and gain value from diverse opinions.*

- c. I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.*
- d. I consider the broader regional and State-wide implications of the City's decisions and issues.*

*8. As a Representative of the City of McAlester, I will be progressive.
In practice, this value looks like:*

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

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

(c) Code of Conduct.

(1) The City Council shall create and approve a written Code of Conduct for the City of McAlester. This Code shall describe, in general terms, ethical and unethical behavior and shall give examples of specific acts or failures to act that shall be considered violations of this policy, while not precluding non-specified items. This Code shall be reviewed at least annually, amended as necessary, and re-approved by the Council.

(2) All City Council members, City officers, and employees shall be supplied with a copy of the Code of Conduct upon taking office or being employed by the City and at least annually thereafter. After each receipt of the Code, they shall certify in writing that they have read and understand the Code, have adhered to the Code, and are not aware of any violation of the Code by any Council member or City employee. Any exceptions shall be noted in writing. These certifications will be maintained in the City's administrative and personnel files.

(3) City officers and employees who violate any provision of the Code of Conduct shall be subject to disciplinary action up to and including dismissal. Persons who violate the Code may also be subject to prosecution under State or Federal Law.

(d) Nepotism. Neither the city manager, the council, nor any other authority of the city government, may appoint or elect any person related to the mayor or any other councilman, to the city manager, or to himself, or, in the case of a plural authority, to one of its members, by affinity or consanguinity within the third degree, to any office or position of profit in the city government; but this shall not prohibit an officer or employee already in the service of the city from continuing and being promoted therein.

Section 7.02. Prohibitions.

(a) Activities Prohibited.

(1) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any City position or appointive City administrative office because of race, gender, age, sexual orientation, disability, religion, country of origin, or political affiliation.

(2) No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment under the provisions of this Charter or the rules and regulations made there under, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provisions, rules and regulations.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 9, 2008</u>	Item Number:	<u>12</u>
Department:	<u>City Manager</u>	Account Code:	<u> </u>
Prepared By:	<u>Mark B. Roath</u>	Budgeted Amount:	<u> </u>
Date Prepared:	<u>September 2, 2008</u>	Exhibits:	<u>Two</u>

Subject

Discussion and possible action upon, the adoption of a 2008 Mission Statement for the City's Audit and Finance Advisory Committee.

Recommendation

Discussion

Mayor Kevin E. Priddle has submitted the 2008 Mission Statement for the City's Audit and Finance Advisory Committee, which is required under Article 5, Section 5.14 (c) of the City Charter (see attached).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u> </u>	<u> </u>
City Manager	<u>MBR</u>	<u>09/02/08</u>

City of McAlester
Audit and Finance Committee
2008 MISSION STATEMENT
(8-18-08)

Mission

Assist the City Council in fulfilling its corporate governance and oversight responsibilities relating to the integrity of the City's financial statements and other financial reporting; the adequacy and effectiveness of the systems of internal control; and the independence and performance of the external audit function..

Responsibilities

Advise and make recommendations regarding the appointment of the independent auditors to be engaged by the City for external reporting, and the related audit fees.

Review with the independent auditor, the Finance Director and the City Manager the audit scope to assure the completeness of coverage, identification of any areas needing a more detailed review, reduction of redundant efforts and the effective use of audit resources.

Review with management and the independent auditors the City's annual financial statements, related footnotes, and management's discussion and analysis; the independent auditors' audit of the financial statements and their report thereon; and management's proposed response to any findings disclosed in the audit report or supplemental documents.

Review and evaluate the performance of the independent auditors.

Review with the City Attorney and the City Manager any legal and regulatory matters that may have a material impact on the financial statements and compliance with federal, state and local laws and regulations.

Review with the City Manager and the independent auditors any significant risks or exposures facing the city. Assess the steps management has taken or proposes to take to minimize such risks and periodically review compliance with such steps.

Consider whether the City's control environment and procedures can accomplish the objectives of internal control. Review the auditor's reports on internal controls and compliance with laws and regulations. Determine whether material weaknesses, reportable conditions or other findings were reported. Review suggested improvements to internal controls and follow up to correct the weaknesses in internal controls. Support measures to improve management performance and internal controls.

Assist and advise the City in developing an internal audit function. Monitor and review the results of internal audits.

Recommend the engagement of outside auditors or other independent parties if material weaknesses in internal control may have resulted in significant loss to the City and/or commission of unethical, questionable or illegal activities. Follow up with outside auditors concerning their findings.

Review with management the policies and procedures with respect to the City's public officials' and management's use of expense accounts, public monies and public property. Consider the results of any review of these items by the independent auditors.

Assist and advise management in the preparation of the City's annual budget and any periodic revisions thereto.

Assist and advise the Council and management regarding development of long range plans and forecasts including major capital expenditures and bond programs.

Review the procedures for the receipt, retention and treatment of concerns or complaints regarding accounting irregularities, internal controls, auditing or suspected fraud. Review any submissions that have been received, the current status and the resolution if one has been reached.

Conduct a self-assessment of the Committee on an annual basis to review its effectiveness. Review this mission statement annually and recommend any proposed changes including any changes that are necessary as a result of new laws, regulations, accounting or auditing standards.

Methodology

The Committee shall hold a minimum of one meeting per quarter. A quorum shall consist of at least four members, at least three of which must be Citizen Members. The Committee shall determine the time and place of its regular meetings, and the Chairman or two Citizen Members may call special meetings. Meetings shall normally be open to the public.

The Committee shall establish rules for its meetings regarding agendas, minutes and other procedural matters.

All Authorities, departments, boards, agencies and committees under the City's supervision and control shall cooperate with this Committee in the performance of any of its designated responsibilities. The Committee will have unrestricted access to all information not otherwise restricted by law, including documents and personnel, and have adequate resources including the right to seek independent professional advice in order to fulfill its oversight duties.

(b) **Terms, Credentials, and Qualifications.** The terms, credentials, and qualifications of the Committee members shall be set by ordinance

(c) **Role and Responsibilities.** The Committee shall advise and assist the City Council in fulfilling its corporate governance and oversight responsibilities relating to the integrity of the City's financial statements and other financial reporting, the adequacy and effectiveness of the systems of internal control, and the independence and performance of the external audit function. The detailed responsibilities of the Committee shall be listed in the Audit and Finance Advisory Committee Mission Statement. These Mission Statement responsibilities may be changed from time to time by a super majority vote (simple majority plus one (1)) of the Committee and the approval of the City Council.

(d) **Meetings.** The Audit and Finance Advisory Committee shall establish its own rules

(e) **Removal.** A member of the Audit and Finance Advisory Committee shall be removed from the Committee if the Member:

(1) lacks at any time any qualification for Committee membership prescribed by City ordinance or;

(2) fails to attend more than one-half of all meetings of the Audit and Finance Advisory Committee, regular and special, held within any period of twelve (12) consecutive months.

Section 5.15. Public Records.

Copies of the budget, capital program, independent audits, and appropriation and revenue ordinances shall be public records and copies will be available to the public at a reasonable price set by the Council. These documents will also be available on a website or through other means of electronic distribution available to the public.

ARTICLE 6. ELECTIONS

Section 6.01. City Elections.

(a) **Conduct of City Elections.** The provisions of the State Constitution and general election laws of the State of Oklahoma shall govern such elections in this City insofar as they are applicable and are not superseded by this Charter or by ordinance. Candidates shall run for office without party designation. For the conduct of City elections, for the prevention of fraud in such elections, and for the recount of ballots in cases of doubt or fraud, the City Council shall adopt ordinances consistent with law and this Charter. Such ordinances and regulations pertaining to elections shall be publicized in the manner of City ordinances generally. If there are no candidates and no questions to be voted upon at a primary or general election, the election shall not be held.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 9, 2008</u>	Item Number:	<u>13</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 28, 2008</u>	Exhibits:	<u>One</u>

Subject

Consider, and act upon, a Letter of Engagement with the Certified Public Accountant firm of Crawford and Associates, P.C., for consulting services related to an analysis of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999 and 2002 Capital Improvement Bonds.

Recommendation

Motion to approve a Letter of Engagement with Crawford and Associates, P.C., for consulting services.

Discussion

On August 12, 2008, the City Council terminated the engagement with Hulme, Rahhal, Henderson, Inc., after that firm notified the City, in writing, of their inability to perform the audit services related to the Schedule of Restricted Sales Tax Receipts and Debt Service Payments on the 1992, 1995, 1999 and 2002 Capital Improvement Bonds. Subsequently, Crawford and Associates, P.C., was asked to submit a Letter of Engagement for this work, which they have on September 2, 2008 (see attached document).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u></u>	<u></u>
City Manager	<u>MBR</u>	<u>09/02/08</u>

September 2, 2008

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

Dear Mr. Roath:

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

We are prepared to provide the requested services below, contingent upon approval of the City. The purpose of this engagement letter is to better identify the scope of requested services, and confirm the terms of our engagement.

Scope of Services

The scope of consulting services that will be provided pursuant to the City's request include the following:

- Assist the City in gathering documentation to allow an analysis of restricted sales tax receipts and debt service payments on the 1992, 1995, 1999 and 2002 capital improvement bonds;
- Prepare a cash basis schedule of restricted sales tax receipts and debt service payments on the 1992, 1995, 1999 and 2002 capital improvement bonds to determine any sales tax collections in excess of the debt service payments

City's Responsibilities

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

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

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

CRAWFORD & ASSOCIATES, P.C.

Crawford & Associates Responsibilities

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

Crawford & Associates will be responsible for reporting or otherwise communicating to City management and/or the City Council any findings or recommendations, it determines necessary, resulting from the consulting services provided. Due to the inherent limitations of the consulting services performed, we cannot provide assurance that fraud, if it exists, will be uncovered as a result of the procedures performed.

Fees and Costs

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

Standard Hourly Rates:

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

Because Crawford & Associates has no direct control over the potential magnitude of this type of engagement, nor do we have control over the quality of the City's or other necessary organizations' accounting systems or records or the City's or other necessary organizations' staffing levels or capabilities, it is impractical to provide an accurate estimate of hours of service requested and a limit on fees and expenses charged. However, we will rely on the City to provide us with guidance on the desired level of work as the engagement proceeds and as periodic updates are provided to management and/or the Council. In providing this service, we do anticipate the involvement of one consulting staff member, Partner Deanna Crawford, and Firm President Frank Crawford.

The term of this engagement is a period from September 2, 2008 through September 30, 2008. Crawford & Associates may perform additional services upon receipt of a formal request from the City with terms and conditions that are acceptable to the City and Crawford and Associates.

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

CRAWFORD & ASSOCIATES, P.C.

Acceptance

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

Respectfully submitted and agreed to by,

Crawford & Associates, P.C.

Crawford and Associates, P.C.

Accepted and Agreed to for the City of McAlester:

By: _____

Title: _____

Date: _____

Council Chambers
Municipal Building
August 26, 2008

The McAlester Airport Authority met in regular session on Tuesday, August 26, 2008, at 6:00 P.M. after proper notice and agenda was posted August 21, 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. Fiedler to approve the following:

- **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)* There were no claims for this period.
- **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)* In the amount of: \$31,233.48.

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

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

AYE: Trustees Browne, Wilkinson, Garvin, Mason, Fiedler, Condit & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 26, 2008

The McAlester Public Works Authority met in Regular session on Tuesday, August 26, 2008, at 6:00 P.M. after proper notice and agenda was posted August 21, 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. Browne and seconded by Mr. Wilkinson to approve the following:

- **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)* In the amount of: \$5,217.48.
- **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)* IN the amount of: \$120,485.91.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

Cora Middleton, Secretary

Kevin Priddle, Chairman