



# McAlester City Council

## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, September 23, 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](http://www.cityofmcalester.com) within the required time frame.*

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

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

### CALL TO ORDER

*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

- Jerry Burnside, Pastor of the First Assembly of God 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 September 9, 2008, Special Meeting of the City Council.**  
*(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the September 9, 2008, Regular Meeting of the City Council.**  
*(Cora Middleton, City Clerk)*
- C. **Concur with Mayor's appointment of Dr. Lucy Smith to the Ethics Board for a term to expire July, 2011.** *(Kevin E. Priddle, Mayor)*
- D. **Concur with Mayor's appointment of Kathy Crawl to the Personnel Board for a term to expire July, 2010.** *(Kevin E. Priddle, Mayor)*
- E. **Concur with Mayor's appointment of Emily Mouser to the Personnel Board for a term to expire July, 2012.** *(Kevin E. Priddle, Mayor)*
- F. **Concur with Mayor's appointment of Brad Collins to the Personnel Board for a term to expire July, 2012.** *(Kevin E. Priddle, Mayor)*
- G. **Concur with Mayor's appointment of Steve Brock to the Personnel Board for a term to expire July, 2014.** *(Kevin E. Priddle, Mayor)*
- H. **Concur with Mayor's appointment of Frank Phillips to the Personnel Board for a term to expire July, 2014.** *(Kevin E. Priddle, Mayor)*
- I. **Approve purchase of a 2008 Chevrolet Impala Police Vehicle from Ruble-Vance Chevrolet in the amount of \$24,998.** *(Jim Lyles, Police Chief)*
- J. **Approval of Claims for September 10, 2008 through September 23, 2008.** *(Sherry Alessi, Assistant City Financial Officer)*

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## **ITEMS REMOVED FROM CONSENT AGENDA**

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## **SCHEDULED BUSINESS**

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1. **Presentation of the Mayor's Property of the Month by Ward.** *(Kevin E. Priddle, Mayor)*

Executive Summary

This agenda item involves the Mayor's Property of the Month by Ward.

2. **Consider, and act upon, a Resolution adopting the 2008 Mission Statement for the Audit and Finance Advisory Committee.** *(Stephen Foster, Committee Chairman)*

Executive Summary

This agenda item involves Section 5.14 (c) of the City Charter.

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

Executive Summary

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

4. **Consider, and act upon, authorizing the Mayor to sign a contract with Pride In McAlester, Inc., in the amount of \$5,000, for clean up and beautification activities.** (*James T. Collier, President*)

Executive Summary

This agenda item involves an agreement with Pride In McAlester, Inc., which said organization will engage in clean up and beautification activities on behalf of the City for \$5,000.

5. **Consider, and act upon, authorizing the Mayor to sign a Ratification of Lease Nos. 121 and 122 with First National Bank and Trust Company, McAlester, Oklahoma.** (*Sherry Alessi, Assistant Chief Financial Officer*)

Executive Summary

This agenda item involves the ratification of two lease purchase contracts with the aforementioned bank.

6. **Consider, and act upon, declaring out dated bullet proof vests as surplus property and donating said equipment to CLEET to be distributed to other law enforcement agencies around the State.** (*Jim Lyles, Chief-of-Police*)

Executive Summary

This agenda item involves declaring surplus property and donating 41 out dated bullet proof vests to CLEET.

7. **Consider, and act upon, authorizing the collection and disposal of Pride In McAlester, Inc., roll-off containers and the free use of the City landfill each Saturday during the month of October 2008, upon showing valid resident identification.** (*Kevin Priddle, Mayor*)

Executive Summary

This agenda item involves the City participating in the Pride In McAlester, Inc., October Clean Up Campaign.

8. **Status report on the Water Treatment Plant Enhanced Coagulation Project.** (*David Medley, Utilities Director*)

Executive Summary

This agenda item involves an update on the enhanced coagulation project at the Water Treatment Plant.

**NEW BUSINESS**

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*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**

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**REMARKS AND INQUIRIES BY CITY COUNCIL**

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RECESS COUNCIL MEETING

**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the September 9, 2008, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item J regarding the Claims for the period of September 10, 2008 through September 23, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

#### ADJOURN MAU

#### **CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the September 9, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item 7 regarding the collection and disposal of Pride In McAlester, Inc., roll-off containers and the free use of the City landfill each Saturday during the month of October 2008, upon showing valid resident identification.** *(Kevin Priddle, Mayor)*
- **Confirm action taken on City Council Agenda Item 8 regarding the Status report on the Water Treatment Plant Enhanced Coagulation Project.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item J regarding the Claims for the period of September 10, 2008 through September 23, 2008.** *(Sherry Alessi, Assistant Chief Financial Officer)*

#### ADJOURN MPWA

#### **CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the August 26, 2008, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of October, 2008.** *(Sherri Alessi, Assistant Chief Financial Officer)*

#### ADJOURN MRTA

#### RECONVENE COUNCIL MEETING

#### **EXECUTIVE SESSION**

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

- **Section 307 (B) (3) – Discuss the purchase of real property.**

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

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

**ADJOURNMENT**

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**CERTIFICATION**

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*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](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
September 9, 2008

The McAlester City Council met in regular session on Tuesday, September 9, 2008, at 6:00 P.M. after proper notice and agenda was posted September 3, 2008, at 4:25 P.M.

**CALL TO ORDER**

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

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

Staff Present: Mel Priddy, Community Services Director; Harold Stewart, Fire Department Chief; Cora Middleton, City Clerk; William J. Ervin, Jr., City Attorney and Mark Roath, City Manager

**INVOCATION & PLEDGE OF ALLEGIANCE**

- Terren Anderson, Pastor of Life Church

**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 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) In the amount of: General Fund - \$25,693.00**
- I. Approval of Claims for the period of August 27, 2008 through September 9, 2008. (Sherry Alessi, Assistant City Financial Officer) In the amounts of: General Fund - \$76,204.80; Revolving Evidence - \$2,684.06; Educational Fund - \$1,500.00 – SE Expo. Center/Tourism Fund - \$108,813.93; E-911 - \$65.00 and Economic Development - \$12,782.50.**

Councilman Browne requested that item "F" be removed from the consent agenda for individual consideration.

Councilman Fiedler requested that items "B,C,D,E and G" be removed for individual consideration.

Councilman Browne moved for the approval of the Consent Agenda Items "A, H and I." The motion was seconded by Councilman Fiedler.

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

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

Mayor Priddle declared the motion carried.

**ITEMS REMOVED FROM CONSENT AGENDA**

- 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)**

Councilman Fiedler moved for approval of item "B". The motion was seconded by Councilman Wilkinson.

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

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

Mayor Priddle declared the motion carried.

- 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)**

Councilman Wilkinson moved for approval of item “C”, seconded by Councilman Mason.

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

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

NAY: Councilman Fiedler

Mayor Priddle declared the motion carried.

**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)**

Councilman Wilkinson moved for approval of item “D”, seconded by Councilman Mason.

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

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

NAY: Councilman Fiedler

Mayor Priddle declared the motion carried.

**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)**

Councilman Wilkinson moved for approval of item “E”, seconded by Councilman Mason.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**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)**

Councilman Browne moved for approval of item “F”. The motion was seconded by Councilman Wilkinson.

Before the vote, Councilman Browne commented that J.T. would be a fantastic choice for this board and that there would not be a conflict of interest between either this board or the Pride in McAlester Committee.

Mayor Priddle agreed with Councilman Browne’s comment and explained that according to the terms of the Board of Ethics a member could not be a member of any other Board. He added that Pride in McAlester had a contract with the City of McAlester and was not a board or committee.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**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)**

Councilman Mason moved for approval of item "G", seconded by Councilman Browne.

Before the vote, Councilman Mason commented that he had not known Mr. Ward but had met him at the Juneteenth Celebration a year ago. He stated that he thought Mr. Ward was an excellent choice for this Board. He added that these two (2) choices for the Board of Ethics were one of the best starts of a Board of this type.

Mayor Priddle commented that the Ethics Board was one of those areas where we were opening up the government and making it very plain and obvious.

Councilman Condit arrived at 6:14 P.M.

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 there would be a change in the format of the meeting and there would only be one Public Hearing to process the items that required such, instead of a Public Hearing for each individual item.

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

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Public Hearing was opened at 6:15 P.M.

## **PUBLIC HEARING**

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

Mayor Priddle commented that there were three (3) items that would require a Public Hearing. He then read the first item:

**Item 2. An Ordinance 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.**

He explained that this created the Personnel Board.

There were no public comments and Mayor Priddle moved to the next item.

**Item 3. 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.**

He explained that this would amend the budget and allow an additional principal payment to be made on a lease purchase agreement for Expo seating.

There were no comments from the audience and Mayor Priddle moved to the third and final item.

**Item 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)**

Mayor Priddle explained that this actually changed the Ordinance that sets the Order of Business that the Council follows during their meetings to what was being done tonight. He added that there was no emergency clause because it was not needed. This Ordinance would go into effect in thirty (30) days.

There were no public comments, and Mayor Priddle requested a motion to close the Public Hearing.

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

There was no 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, and the Public Hearing was closed at 6:17 P.M.

**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”.*

Mayor Priddle explained that Ms. Harrison had requested that this item be withdrawn. He added that she had been working with Pride In McAlester and they would help work out all of the details for “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.*

**ORDINANCE NO. 2301**

**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.**

Councilman Mason moved for approval of **ORDINANCE NO. 2301**, seconded by Councilman Condit.

Before the vote, Mr. Roath explained that when the new Charter was drafted it was decided that this aboard should be addressed with an ordinance. He commented that the duties of the board would remain the same and the terms remain the same, six (6) years. He recommended that the membership of the group be expanded from three (3) members to five (5) and the members be appointed by the Mayor with consent of the City Council. He commented that this Board was part of the appeals process for employees.

Councilman Fiedler asked if the members would be from within the City or outside of the City. He also inquired if this would be a duplication of the Ethics Board.

Mr. Roath commented that the Ordinance set the limitation where members may not hold any other office or position in the city government. He added that the reason for expanding the board was because of the problems in getting all the members to attend the meetings.

Mayor Priddle stated that members of the Personnel Board would not hold a position on any other board or committee of the City.

Mayor Priddle and Mr. Roath explained that the Personnel Board would deal with employee suspensions beyond ten (10) days and terminations. The Ethics Board would deal with other boards and the Council.

There was no 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.

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

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.

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.*

**ORDINANCE NO. 2302**

**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 for approval of **ORDINANCE NO. 2302**, seconded by Councilman Condit.

Before the vote, Mayor Priddle commented that this related to item four (4).

There was discussion between Mayor Priddle, Councilman Fiedler and Mr. Roath regarding how the City was able to make this additional payment, the balance of the lease after the payment and reviewing this account after the first of the year and possibly either paying this lease off or paying more down.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

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.

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 16<sup>th</sup> 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.*

Councilman Browne moved to authorizing the Mayor to sign a Lease Purchase Renewal with the First National Bank and Trust Company, McAlester, Oklahoma, for EXPO equipment and make an additional \$200,000.00 payment toward the principal balance.

Before the vote, Mayor Priddle commented that this item related back to item three (3).

Councilman Browne stated that it was good to get some good news.

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.

- 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.*

Councilman Mason moved for approval of a Letter Agreement amending the Economic Agreement with Lowe's Home Centers, Inc., related to the Annual Certification being based on the calendar year, seconded by Councilman Wilkinson.

Before the vote, Mr. Roath explained that the original date was difficult to compare the data. He added that Lowe's had agreed to change to the calendar year end and this should make it easier to compare the data.

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

- 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.*

Councilman Wilkinson moved to approve the use of additional Cemetery Perpetual Care interest to complete road improvements at the Oak Hill Cemetery. The motion was seconded by Councilman Condit.

Before the vote, Mel Priddy explained that the Cemetery Board had voted in January to improve roads in the cemetery and the repairs had not been made. He added that the cost of the asphalt had increased and that was why additional funds were requested.

Mr. Roath commented that he had spoken with the City Engineer and he would like to start repairs soon because the cost could change weekly.

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

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

Mayor Priddle declared the motion carried.

- 7. 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.*

Councilman Browne moved to approve 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). The motion was seconded by Councilman Garvin.

Before the vote, Councilman Browne stated that he had brought this to the agenda because he felt it was time this was cleared up and over with.

Mayor Priddle asked the City Attorney if this was approved, could they still continue with the suit?

Mr. Ervin answered that yes, this would have no bearing on the court's decision.

Mayor Priddle then asked Councilman Browne if he would be willing to amend the motion by adding "and to continue the current litigation".

Councilman Browne stated that he thought the amendment would be superfluous, based on the advice that the City Attorney had just given and he would not consider amending the motion.

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

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

Mayor Priddle declared the motion carried.

- 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.*

Councilman Browne moved to authorize the City, through the McAlester Public Works Authority, to lease purchase a garbage truck, seconded by Councilman Fiedler.

Before the vote, there was discussion among the Council and Mr. Roath regarding the items that were listed in the budget, the RFP that the City Engineer/Public Works Director was working on, the possibility of other communities using the landfill, the City Manager gathering information for all of the options, then bringing that before the Council and what time frame the RFP would require. They also discussed that two (2) trucks be requested in the bid and not just one.

Mr. Roath recommended that the Council not take any action until the other information was made available. He added that the RFP could take thirty (30) to forty-five (45) days.

Mr. J.T. Collier addressed the Council commenting on the item.

Mr. Roath stated that he would be happy to put together a schedule for the Council.

Mayor Priddle stated that the information on all of the options would be brought to the Council and then they could consider what would be the best choice for the City. He added that there would not be a vote on this item.

- 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.*

Councilman Fiedler moved for approval of free use of the landfill on the first Saturday of each month for residents of McAlester that show a City water bill. The motion was seconded by Councilman Condit.

Before the vote, Mayor Priddle stated that he would like to amend this item and add driver's license at the end of the motion. So that people that are using this can prove they are citizens. He also added "for six (6) months beginning January 2009". He commented that this would allow for a test period.

Councilman Browne inquired if the City Engineer had any input on this item.

Mr. Roath answered that they had discussed this earlier today and had asked the Mayor to extend this out to give them time to address the issues related to this item.

Mayor Priddle stated that the motion was "for approval of free use of the landfill on the first Saturday of each month for residents of McAlester that show a City water bill and driver's license, for a six (6) month period beginning January 2009."

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

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

NAY: None

Mayor Priddle declared the motion carried.

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.*

**ORDINANCE NO. 2303**

**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.**

Councilman Wilkinson moved to approve ORDINANCE NO. 2303, seconded by Councilman Garvin.

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.

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.*

Councilman Browne moved to approve the adoption of a McAlester Code of Conduct for all City Council members, City officers and City employees. The motion was seconded by Councilman Garvin.

Before the vote, Councilman Browne commented that this had been discussed by the past Council and there had been concerns with the "Whistle Blower" type issue.

Mayor Priddle stated that he believed that the Board of Ethics would address that issue. He commented that the Board of Ethics would be for Council issues and the Personnel Board would be for personnel issues. He stated that this was just an informational piece at this point. Mayor Priddle commented that he believed that the Ethics Board would review this and it would eventually come back in the form of an ordinance because this City Code could actually be enforceable by law.

Councilman Mason asked if Mayor Priddle was putting that into the form of an amendment.

Mayor Priddle stated that he was putting that into the form of an amendment to say “this item was for discussion and possible action; it was for information only at this point. It would be sent to the Ethics Committee for their final review and subsequent resubmittal to the Council as an ordinance.”

Councilman Fiedler stated that he felt the Council should have the opportunity to discuss this and make suggestions before it was finalized.

Mayor Priddle stated that was why he had made this an informational item at this time.

Mayor Priddle restated the motion as “approval of the adoption of a McAlester Code of Conduct for all City Council members, City officers and City employees. This was an informational only piece to be reviewed by the Board of Ethics and brought back to the Council in the form of an ordinance.”

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.

**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.*

Councilman Mason moved to approve the adoption of a 2008 Mission Statement for the City’s Audit and Finance Advisory Committee. The motion was seconded by Councilman Browne.

Before the vote, Mayor Priddle commented that this was an informational piece and would need to come back before the Council in the form of a resolution.

Steve Foster, Chairman of the Audit and Finance Advisory Committee, stated there had not been any changes over the past few years and the statement was pretty general.

Mayor Priddle commented that some of the changes that had been made dealt with the removal of items dealing with ethics. He then suggested that this be approved as an informational item and it then come back to the Council as a resolution.

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 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.*

Councilman Mason moved to accept 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. The motion was seconded by Councilman Browne.

Before the vote, Mr. Roath explained that the original firm, Hulme, Rahhal and Henderson, that had been engaged for this work had indicated that they were unable to acquire the necessary information to complete the engagement. He stated that the firm of Crawford and Associates had indicated that they would be able to perform this analysis.

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

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

Mayor Priddle declared the motion carried.

**NEW BUSINESS**

None

**CITY MANAGER'S REPORT**

Mr. Roath expressed his appreciation to the Council for their approval of the renovations to City Hall. He stated that he would begin interviewing candidates for the Planning and Community Development Director position later this week.

**REMARKS AND INQUIRIES BY CITY COUNCIL**

Councilman Fiedler commented that Southwest Ambulance Service had left McAlester and the City's Fire Department and EMS had stepped up and taken on the extra load. He reminded everyone that this Thursday would be the seventh anniversary of September 11 (9/11) and he asked that everyone remember those that were affected by that tragedy.

Councilman Condit announced that the Second Ward Town Hall meeting would be held at the Choctaw Community Center.

Councilman Browne announced that Thursday there would be a "Neighborhood Watch" setup meeting at the Girl Scout Building at 6:00 P.M. He commented that the Assistant Police Chief had been very helpful in organizing this. He expressed his appreciation for the City Manager and the City Staff.

Councilman Garvin expressed his appreciation for the hard work that the City employees did, especially the Street Department for their work on a Fifth Ward drainage project. He commented that he was still looking for someone to paint a mural on the Hutchison Building. He stated that new home construction was on the rise in Fifth Ward and he mentioned the Old Town Festival on September 27.

Councilman Mason commented on the problem with grass clippings in the streets and stated that he would like to see some teeth put into effect to help stop this problem.

Mayor Priddle mentioned that everyone needed to be careful with their grass clippings. He reported that the First Ward Town Hall Meeting would be next Tuesday at the Stipe Center at 6:30 P.M. He announced that the final audit for Fiscal Year 2006/2007 was completed and would be reviewed by the Audit and Finance Advisory Committee before it was sent to the Council. He asked the City Attorney to review the Hotel/Motel tax and see if we needed to make any modifications. He reported that the Main Street Board had appointed an Executive Director.

#### RECESS COUNCIL MEETING

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

Councilman Condit moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Mason 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 7:12 P.M.

#### RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:13 P.M.

Mayor Priddle explained that the Council would be discussing the possibility of a fourth fire station in the continuation of a Special Meeting after the Regular Meeting was adjourned. He then called for a short break at 7:14 P.M.

#### ADJOURNMENT

There being no further business to come before the Council, Councilman Fiedler moved for the meeting to be adjourned, seconded by Councilman Garvin. 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 meeting was adjourned at 7:25 P.M.

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Kevin E. Priddle, Mayor

ATTEST:

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Cora Middleton, City Clerk

Council Conference Room  
Municipal Building  
September 9, 2008

The McAlester City Council met in Special session on Tuesday, September 9, 2008, at 5:00 P.M. after proper notice and agenda was posted September 5, 2008, at 8:30 A.M.

**CALL TO ORDER**

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

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

Staff Present: William J. Ervin, City Attorney and Cora Middleton, City Clerk

**SCHEDULED BUSINESS**

- 1. Consider, and act upon, a ratification of the adoption of the Ordinance amending Ordinance No. 2299 which established the Budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Mark B. Roath, City Manager)**

Mayor Priddle explained that during the meeting on August 26, 2008, this Ordinance had been adopted but the EMERGENCY CLAUSE had not been voted on. He stated that due to some of the issues affected by this Ordinance, the oversight needed to be corrected.

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

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

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

Mayor Priddle declared the motion carried.

Mayor Priddle stated that item two (2) would be considered after the Executive Session.

Councilman Fiedler moved to recess the Special Meeting for an Executive Session to discuss the status of the City of McAlester v. Joyce Ramsey litigation, in accordance with Title 25, Sec. 307.B.4. The motion was seconded by Councilman Browne.

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

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

Mayor Priddle declared the motion carried, and the Special Meeting was recessed at 5:02 P.M.

### **EXECUTIVE SESSION**

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

- **Section 307 (B) (4) – Discuss status of the City of McAlester v. Joyce Ramsey litigation.**

### **RECONVENE INTO OPEN SESSION**

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

The Special Meeting was reconvened at 6:02 P.M. Mayor Priddle reported that the Council had recessed the Special Meeting for an Executive Session to discuss the status of the City of McAlester v. Joyce Ramsey litigation, in accordance with Title 25, Sec. 307.B.4. Only those matters were discussed and no action was taken. The Council returned to open session at 6:02 P.M.

Councilman Browne moved to recess the Special Meeting until after the Regular Meeting. The motion was seconded by Councilman Wilkinson.

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

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

Mayor Priddle declared the motion carried, and the Special Meeting was recessed at 6:03 P.M.

The Special Meeting was reconvened at 7:25 P.M.

#### **2. Discussion, and possible action, on a site(s) for the fourth Fire Station. (Harold Stewart, Fire Chief)**

Councilman Fiedler moved to open the discussion, and possible action, on a site(s) for the fourth Fire Station. The motion was seconded by Councilman Browne.

Before the vote, Fire Chief Harold Stewart addressed the Council explaining the background of this item. He commented that the Choctaw Nation had been successful in obtaining an \$800,000.00 grant for the construction of a new fire station. He added that the Choctaw Nation was matching that amount and the total would be \$1.6 million. He commented that he felt the general consensus would be that everyone in the room would

like to take advantage of the \$1.6 million and build the fourth fire station. Chief Stewart stated that about a year ago the Council had directed him and his staff to identify six (6) properties and provide information about those properties. He stated that the information had been furnished to the Council. He explained that since then two (2) of the selected properties had been sold and that left them with the four (4) that were on the list tonight.

There was a lengthy discussion among the Council, Mark Roath and Chief Stewart regarding the cost, value, response time from each site, accessibility to the highway, number of entrances and exits at each site, if the sites had access to utilities and what other improvements were needed to make the sites usable. The Council also discussed the actual need of a fourth fire station, if moving the third station would be feasible and the last time the City moved a fire station.

Steve Foster stated that he was not against the fourth fire station, but he did not think that all of the information had been considered. According to his study, McAlester would be the only city its size to have four (4) fire stations.

Councilman Browne commented that he had a problem with Mr. Foster's study; he did not feel that it was a comparison.

Chief Stewart commented that he definitely thought the City needed another fire station and the City had operated three (3) fire stations for seventy-five (75) years and if the best location was not chosen, it would be defeating the purpose.

Mr. Roath commented that the intention of having this discussion was to narrow the number of sites down to two (2) and to direct the staff to gather information for each of the sites.

Mayor Priddle agreed with Mr. Roath's comment and asked the Council which sites they would consider most favorable for a fourth fire station.

The general consensus of the Council was that Site One (1), property located between George Nigh Expressway and Peaceable Road and Site Three (3), property located at the King Ranch or Southside Industrial Park, were the two (2) most favorable sites.

Councilman Browne moved for the Council to pursue further study of Sites One (1) and Three (3). The motion was seconded by Councilman Garvin.

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

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

Mayor Priddle declared the motion carried.

Mayor Priddle asked that any questions the Council might have be emailed to Mr. Roath by 5:00 P.M. on Friday, September 12<sup>th</sup>.

Councilman Garvin thanked the Mayor and Mr. Roath for addressing this problem. Chief Stewart concurred with Councilman Garvin's statement.

**ADJOURNMENT**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:25 P.M.

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Kevin E. Priddle, Mayor

ATTEST:

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Cora Middleton, City Clerk



# Ruble-Vance Chevrolet

Fleet & Government Sales Division  
 PO Box 400, Guthrie, OK 73044-0400  
 800-375-4471 x 173 Fax: 405-260-3010

a division of



Darrell Miller  
 City of McAlester  
 801 N. 9th  
 PO Box 578  
 McAlester, OK 74501  
 Phone: (918)423-1212

## Sales Quotation

Questions? Please call Cameron Colter at 800-375-4471 x 173

Quote Number: 002495 Date 9/9/2008 Quote Expires: 10/9/2008

Qty	Part #	Description	Price	Extend
	<b>SW80035</b>	<b>OKLAHOMA STATE VEHICLE CONTRACT</b>		
1	0070-06-10-100	2008 CHEV IMPALA POLICE	\$18,835.00	\$18,835.00
1	0070-06-10-100-08	REMOTE VEHICLE STARTER	\$190.00	\$190.00
1	0070-06-10-100-45	9C3 - UNDERCOVER PACKAGE	\$356.00	\$356.00
1	0070-06-10-100-46	BODY SIDE MOLDINGS	\$90.00	\$90.00
1	0070-06-10-100-31	DEEP TINTED GLASS	\$189.00	\$189.00
1	0070-06-10-100-37	FLOOR CARPETING	\$85.00	\$85.00
1	0070-06-10-100-36	FLOOR MATS	\$85.00	\$85.00
1	0070-06-10-100-40	WIRING PACKAGE	\$255.00	\$255.00
1	0070-06-10-100-72	AUX FRONT DOME LIGHT	\$100.00	\$100.00
1	0070-06-10-100-55	REAR DOOR LOCKS & HANDLES INOP	\$65.00	\$65.00
1	0070-06-10-100-56	REAR WINDOW SWITCHES INOP	\$45.00	\$45.00
1	CDSW2	POLICE PACKAGE	\$4,703.00	\$4,703.00
		SLICK TOP CAR		
		SIREN / SWITCHBOX COMBO		
		100 WATT SPEAKER		
		MINI POLICE CONSOLE		
		INNER EDGE LIGHT BAR - 10 HD w/NO TDs		
		MIRROR LEDS		
		HEADLAMP & TAILLAMP FLASHER		
		ANTENNA & COAX		
		40" REAR WINDOW LEDS		
		4 RADIANT LEDS - GRILL R&B		

I accept the terms and conditions of this quotation.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Terms:**

- 1) TAG & TAXES NOT INCLUDED UNLESS ITEMIZED ON QUOTE.
- 2) ALL FLEET REBATES & INCENTIVES INCLUDED IN TOTAL PRICE.
- 3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE
- 4) BALANCE DUE AT TIME OF DELIVERY UNLESS PREVIOUS ARRANGEMENTS ARE MADE.

Sub-Total	\$24,998.00
Tax	
<b>Total</b>	<b>\$24,998.00</b>

Thank you for the opportunity to be of service.

Dealer Approval: \_\_\_\_\_

**Claims from Sept. 10, 2008  
Thru  
Sept. 23, 2008**

ACCKET: 03913 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00152 ACTION COMPUTER SUPPLIE						
		I-27334	01 -5225202	OPERATING SUP 100 PACKETS, FLAT PANEL	043411	209.95
1-A00170 ADA PAPER CO.						
		I-223599	01 -5101202	OPERATING SUP 8 1/2 X 11 PAPER- COUNCIL	043412	317.50
		I-223599/224475	01 -5431202	OPERATING SUP 8 1/2 X 11 PAPER-FIRE	043412	136.75
		I-223599A	01 -5210202	OPERATING SUP 8 1/2 X 11 PAPER-CITY MAN	043412	63.50
		I-223599B	01 -5211202	OPERATING SUP 8 1/2 X 11 PAPER-FINANCE	043412	63.50
		I-223599C	01 -5212202	OPERATING SUP 8 1/2 X 11 PAPER-CITY CLE	043412	63.50
		I-223599D	01 -5213202	OPERATING SUP 8 1/2 X 11 PAPER-COURT	043412	95.25
		I-223599E	01 -5652202	OPERATING SUP 8 1/2 X 11 PAPER-CODES	043412	317.50
		I-223599F	01 -5653202	OPERATING SUP 8 1/2 X 11 PAPER-PERSONNE	043412	63.50
		I-224515	01 -5548203	REPAIRS & MAI MISC. CLEANING SUPPLIES	043412	553.16
1-A00267 AIRGAS						
		I-106381541	01 -5431202	OPERATING SUP OXYGEN	043413	146.09
		I-106381542	01 -5431202	OPERATING SUP OXYGEN	043413	115.98
		I-106916867	01 -5431202	OPERATING SUP OXYGEN	043413	119.60
		I-106916869	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL AT	043413	43.20
		I-106916869A	01 -5542203	REPAIRS & MAI MONTHLY CO2 RENT @ POOLS	043413	85.06
		I-106956084	01 -5431202	OPERATING SUP OXYGEN	043413	102.55
-A00362 ALLEGIANCE COMMUNICATIO						
		I-08-22249	01 -5320202	OPERATING EXP ANNUAL CABLE SERVICE	043414	319.01
-A00465 AMERICAN COMMUNICATIONS						
		I-55243	01 -5548316	REPAIRS & MAI STORM SIRENS REPAIRS &	043415	2,170.00
-A00500 AMERICAN MUNICIPAL SERV						
		I-08-22443	01 -5213337	COLLECTION SE FINE COLLECTIONS	043416	471.58
-A00747 AT&T						
		I-08-22376	01 -5215315	TELEPHONE UTI 91842318025801 ACCTS PAYA	043402	956.30
-A00751 ATWOODS						
		I-3019133	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	65.97
		I-3105125	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043417	33.98
		I-3119758	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043417	17.99
		I-3120757	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043417	48.97
		I-3121332	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043417	41.98
		I-3125170	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	22.93
		I-3125295	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	29.85
		I-3127514	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	20.82
		I-3128013	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	37.14
		I-3128186	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043417	183.38
		I-3128551	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES FOR	043417	46.98
		I-3128662	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	0.55
		I-3128870	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	45.98
		I-3131174	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043417	59.80

ACCKET: 03913 Regular Payments

ENDOR SET: 01

UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00751 ATWOODS						
continued						
		I-3131381	01 -5431204	SMALL TOOLS LAWN MOWER FOR SOUTH	043418	229.99
		I-3131928	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	19.98
		I-3131965	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	25.96
		I-3132421	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	22.88
		I-3133186	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	99.99
		I-3134462	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	89.70
		I-3134534	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	71.76
		I-3135996	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	20.95
		I-3141356	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043418	2.97
L-A00770 AUTO PARTS CO						
		C-CMB22490	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	119.00-
		I-823342	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	84.26
		I-823392	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	53.71
		I-823411	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	7.29
		I-823436	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	31.95
		I-823438	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	125.71
		I-823451	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	36.40
		I-823481	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	56.33
		I-823520	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043419	163.19
		I-823521	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	144.61
		I-823573	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	196.46
		I-823622	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	94.33
		I-823629	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	57.00
		I-823671	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043419	42.13
		I-823672	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043420	86.92
		I-823959	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043420	88.55
		I-823967	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043420	81.91
		I-823997	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	204.86
		I-824009	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043420	93.35
		I-824043	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM AUTO PA	043420	259.39
		I-824044	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	106.87
		I-824048	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	13.55
		I-824101	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	75.11
		I-824109	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	148.45
		I-824152	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	32.99
		I-824160	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	19.58
		I-824183	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043420	182.17
		I-824231	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043421	60.37
		I-824238	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043421	6.24
		I-824334	01 -5862203	REPAIRS & MAI SMALL PARTS BLANKET PO	043421	280.11
-B00150 BEALES GOODYEAR TIRES						
		I-MC-155247	01 -5431316	REPAIRS & MAI BALANCING OF TIRES	043423	40.00
		I-MC-155642	01 -5431316	REPAIRS & MAI TIRES FOR MEDIC 3	043423	481.28
		I-MC154098	01 -5862203	REPAIRS & MAI BLANKET PO FOR TIRE	043423	120.00
		I-MC155068	01 -5862203	REPAIRS & MAI 4 C-30 TIRES / 91.65 EACH	043423	366.60
		I-MC155069	01 -5862203	REPAIRS & MAI 4 DP1 TIRES @ 68.55 EACH	043423	274.20

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UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00150	BEALES GOODYEAR TIRES		continued			
		I-MC155092	01 -5862203	REPAIRS & MAI BLANKET PO FOR TIRE	043423	96.95
1-B00490	BRIGGS PRINTING					
		I-54112	01 -5322319	MISCELLANEOUS ANIMAL ORDINANCE BROCHURE	043427	262.00
1-C00046	C D W GOVERNMENT, INC					
		I-LNK9543	01 -5225401	COMPUTER TECH HP 8270 SCANNER	043429	1,465.86
1-C00100	CLEET					
		I-08-22289	01 -5213336	FEEES LAW ENFORCEMENT TRAINING	043430	2,900.92
1-C00269	CBC INNOVIS					
		I-8244004795	01 -5321308	CONTRACTED SE EMPLOYMENT CREDIT CHECKS:	043431	10.50
1-C00320	CENTERPOINT ENERGY ARKL					
		I-08-22374	01 -5215314	GAS UTILITY 68712934 1600 E COLLEGE	043403	14.50
1-C00489	UNITED FUEL & ENERGY/CL					
		I-0960220-IN	01 -5862205	PETROLEUM PRO 6 GP UNIV. TRANS HYDROLIC	043432	2,956.80
1-C00850	CRONATRON WELDING SYSTE					
		I-7224901	01 -5862204	SMALL TOOLS DRILL BITS & CLAMPS	043434	827.99
		I-7233074	01 -5862204	SMALL TOOLS DRILL BITS & CLAMPS	043434	469.70
1-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-2901549	01 -5321308	CONTRACTED SE TELETYPE RENTALS:	043438	350.00
1-D00402	DIAMOND TROPHY					
		I-750068	01 -5544202	OPERATING SUP TEAM TROPHIES SOFTBALL	043439	146.60
1-D00520	DOERNER, SAUNDERS,					
		I-130120 KLB	01 -5214302	CONSULTANTS/L LEGAL FEES	043440	3,361.42
1-D00540	DOLESE BROTHERS					
		I-80966	01 -5865218	STREET RE-SUR 1000 TON GRAVEL 1 1/2" CR	043441	2,019.78
		I-81658	01 -5865218	STREET RE-SUR 1000 TON GRAVEL 1 1/2" CR	043441	2,152.44
		I-82271	01 -5865218	STREET RE-SUR 1000 TON GRAVEL 1 1/2" CR	043441	121.52
		I-83385	01 -5865218	STREET RE-SUR 1000 TON GRAVEL 1 1/2" CR	043441	631.96
		I-83994	01 -5865218	STREET RE-SUR 1000 TON GRAVEL 1 1/2" CR	043441	249.08
1-E00230	ENLOW FORD TRACTOR, INC					
		I-346693	01 -5862203	REPAIRS & MAI SEAT FOR MOWER CEMTERY	043442	89.95
1-E00266	ERVIN & ERVIN ATTORNEYS					
		I-4333-J	01 -5214302	CONSULTANTS/L PROFESSIONAL FEES	043444	2,506.75
1-F00015	FLEETCOR TECHNOLOGIES					
		I-NP14239166	01 -5862205	PETROLEUM PRO GEN FUEL FOR AUG 2008	043445	24,427.80

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ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<b>1-F00037 FASTENAL</b>						
	I-OKMCA70421		01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043446	9.29
	I-OKMCA70582		01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043446	42.66
	I-OKMCA70655		01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043446	167.71
	I-OKMCA71028		01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043446	72.71
<b>1-F00125 FIREHOUSE SOFTWARE</b>						
	I-71850		01 -5431202	OPERATING SUP RMODSUPPORT	043447	330.00
<b>1-F00200 FLAMECO FIRE &amp; SAFETY C</b>						
	I-14396		01 -5321324	SWAT FIRE EXTINGUISHER RECHARG	043448	30.00
	I-14410		01 -5542202	OPERATING SUP 2 NEW FIRE EXTINGUISHERS	043448	174.00
<b>1-G00010 G &amp; C RENTAL CENTER, IN</b>						
	I-5889		01 -5865218	STREET RE-SUR BLANKET PO FOR STREET @	043450	315.80
	I-6096		01 -5865218	STREET RE-SUR BLANKET PO FOR STREET @	043450	89.95
<b>1-H00132 HENRY MOSS TRUCKING</b>						
	I-2423		01 -5542319	MISCELLANEOUS 5 LOADS OF SAND FOR PARK	043456	1,375.00
<b>.-H00290 HUMPHREY PLUMBING, INC.</b>						
	I-6659		01 -5548316	REPAIRS & MAI HEAT & A/C REPAIR JIS	043458	112.50
	I-6671		01 -5548316	REPAIRS & MAI A/C REPAIR FOR PD	043458	233.00
<b>.-I00060 I I M C</b>						
	I-08-22430		01 -5212330	DUES & SUBSCR IIMC MEMBERSHIP DUES	043459	140.00
<b>.-I00061 IKON OFFICE SOLUTIONS,</b>						
	I-5009054695		01 -5321308	CONTRACTED SE BASE CHARGE RICOH COPIER	043460	25.34
	I-5009054695		01 -5321308	CONTRACTED SE BASE CHARGE CANON COPIER	043460	101.67
<b>-I00110 IMPRESS OFFICE SUPPLY</b>						
	I-026006		01 -5212202	OPERATING SUP MISC SUPPLIES	043461	15.98
	I-026010		01 -5321202	OPERATING SUP BLANKET FOR MISC. SUPPLIE	043461	21.59
	I-026039		01 -5210202	OPERATING SUP BLANKET PO	043461	27.18
	I-25923		01 -5652202	OPERATING SUP MISC. OFFICE SUPPLIES	043461	21.24
	I-26002		01 -5652202	OPERATING SUP MISC. OFFICE SUPPLIES	043461	10.99
<b>-I00140 INDIAN NATION WHOLESALE</b>						
	C-CM775885		01 -5542202	OPERATING SUP OPEN PO FOR CONCESSION	043462	23.00-
	I-4727551		01 -5542202	OPERATING SUP OPEN PO FOR CONCESSION	043462	276.96
	I-4731050		01 -5542202	OPERATING SUP OPEN PO FOR CONCESSION	043462	51.74
	I-4731991		01 -5542202	OPERATING SUP OPEN PO FOR CONCESSION	043462	72.14
<b>-J00110 JACKIE BRANNON CORR. CT</b>						
	I-P154		01 -5542308	CONTRACTED SE MONTHLY CHARGE FOR INMATE	043463	19.36
<b>-L00275 LEONARD &amp; RINEER, P.C.</b>						
	I-08-22298		01 -5214302	CONSULTANTS/L PROFESSIONAL SERVICES	043465	790.09

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ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-L00321	LEXIS NEXIS MATTHEW BEN					
		I-08-22182	01 -5652330	DUES & SUBSCR AMERICANS W/DISABILITIES	043466	128.40
1-L00380	LOCKE SUPPLY CO.					
		I-8697145-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043467	44.79
		I-8725791-00	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043467	54.29
		I-8757972-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043467	22.04
		I-8763822-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043467	190.51
1-L00428	LOWE'S CREDIT SERVICES					
		I-009146	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	44.87
		I-01467	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	67.73
		I-01632	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	75.76
		I-01646	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	53.72
		I-01663	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	39.90
		I-01867	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	9.36
		I-08214	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	30.62
		I-08802	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	141.64
		I-09158	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	221.15
		I-12108	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	38.74
		I-9448	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043468	94.37
-M00083	MARGARET MCMORROW - LOW					
		I-08-22386	01 -5214302	CONSULTANTS/L LEGAL FEES - IAFF	043470	1,212.30
		I-08-22386A	01 -5214302	CONSULTANTS/L LEGAL FEES - FOP	043470	1,262.28
-M00095	MARK MOY					
		I-200142	01 -5862203	REPAIRS & MAI PD 80 OVER HEATING	043471	145.16
		I-20095	01 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	043471	195.00
		I-20124	01 -5862203	REPAIRS & MAI PD 73 LIGHT REPAIR	043471	143.68
		I-20135	01 -5862203	REPAIRS & MAI PD 46 A/C REPAIR	043471	240.00
-M00340	MMR RESOURCES INC.					
		I-125410099397	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN. FEE	043472	105.00
-M00480	MILLER GLASS					
		I-7363	01 -5543203	REPAIRS & MAI OPEN PO FOR REPLACE	043473	456.84
-MC0147	McALESTER PSYCHOLOGICAL					
		I-09/02/08	01 -5431202	OPERATING SUP MMPI EVALUATION	043474	250.00
-MC0169	McALESTER REG HEALTH					
		I-CITY LAB 9-2-08	01 -5653348	DRUG TESTING NEW HIRE DRUG SCREENS	043475	239.00
-MC0200	McALESTER SCOTTISH RITE					
		I-668935	01 -5545311	PARKING RENTA MONTHLY RENTAL FEE	043476	375.00
-N00061	NATIONAL FIRE PROTECTIO					
		I-227654/4200477X	01 -5431330	DUES & SUBSCR SUBSCRIPTON DUES	043477	715.50

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ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<b>1-N00250 MCALESTER NEWS CAPITAL</b>						
		I-01563027	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	043478	42.42
		I-02559020	01 -5652317	ADVERTISING & NOTIC OF REDISTRICTING	043478	21.90
		I-AUG. 2008	01 -5653317	ADVERTISING & EMPLOYMENT ADS FOR METER	043478	38.85
<b>1-N00271 NIX FORD</b>						
		I-57846	01 -5431316	REPAIRS & MAI IDLE AIR CONTROL MOTOR	043479	87.35
<b>1-000075 O'REILLY AUTO PARTS</b>						
		C-0230-483957CM	01 -5431316	REPAIRS & MAI BLANKET PO	043483	55.00-
		I-0230-468455	01 -5431316	REPAIRS & MAI BLANKET PO	043483	17.94
		I-0230-468484	01 -5431316	REPAIRS & MAI BLANKET PO	043483	18.94
		I-0230-470061	01 -5431316	REPAIRS & MAI BLANKET PO	043483	3.99
		I-0230-470650	01 -5431316	REPAIRS & MAI BLANKET PO	043483	4.18
		I-0230-471937	01 -5431316	REPAIRS & MAI BLANKET PO	043483	189.39
		I-0230-475956	01 -5431316	REPAIRS & MAI BLANKET PO	043483	55.10
		I-0230-477361	01 -5431316	REPAIRS & MAI BLANKET PO	043483	4.99
		I-0230-477532	01 -5431316	REPAIRS & MAI BLANKET PO	043483	18.99
		I-0230-480306	01 -5431316	REPAIRS & MAI BLANKET PO	043484	6.38
		I-0230-481344	01 -5431316	REPAIRS & MAI BLANKET PO	043484	81.03
		I-0230-481408	01 -5431316	REPAIRS & MAI BLANKET PO	043484	24.64
		I-0230-483374	01 -5431316	REPAIRS & MAI BLANKET PO	043484	189.39
		I-0230-483681	01 -5431316	REPAIRS & MAI BLANKET PO	043484	80.39
		I-0230-483681	01 -5431316	REPAIRS & MAI BLANKET PO	043484	131.34
		I-0230-485759	01 -5431316	REPAIRS & MAI BLANKET PO	043484	174.48
<b>-000530 OML-OK MUNICIPAL LEAGUE</b>						
		I-08-22390	01 -5210202	OPERATING SUP 2008-2009 OML DIRECTORY	043485	20.50
		I-08-22444	01 -5211331	EMPLOYEE TRAV RED FLAG RULES ID THEFT	043485	39.00
		I-08-22444	01 -5213331	EMPLOYEE TRAV RED FLAG RULES ID THEFT	043485	39.00
		I-08-22444	01 -5213331	EMPLOYEE TRAV OMCCA FALLW ORKSHOP X2	043485	200.00
		I-08-22444	01 -5431331	EMPLOYEE TRAV RED FLAG RULES ID THEFT	043485	39.00
<b>-000595 OSBI</b>						
		I-08-22290	01 -5213336	FEES AFIS TRAINING FOR AUG.	043486	1,595.00
		I-08-22290	01 -5213336	FEES FORC TRAINING FOR AUG.	043486	1,510.50
<b>-000597 OSU HORTICULTURE DEPT.</b>						
		I-08-22293	01 -5542331	EMPLOYEE TRAV TURF & LANDSCAPE SEMINAR	043487	60.00
<b>-000599 OSU-COLLEGE OF BUSINESS</b>						
		I-08-22343	01 -5212331	EMPLOYEE TRAV ANNUAL OMCT & FOA CONF.	043488	190.00
		I-08-22343a	01 -5211331	EMPLOYEE TRAV ANNUAL OMCT & FOA CONF.	043488	190.00
<b>-000610 OTA PIKEPASS CENTER</b>						
		I-08-22356	01 -5542202	OPERATING SUP PREPAYMENT OF PIKE PASS	043489	60.00
<b>-P00250 PETTY CASH</b>						
		I-08-22352	01 -5863203	REPAIR & MAIN PAINT - TRAFFIC CONTROL	043490	11.97

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ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00250	PETTY CASH		continued			
		I-08-22352B	01 -5321331	EMPLOYEE TRAV FBI MEETING - D. MILLER	043490	25.50
		I-08-22352C	01 -5321331	EMPLOYEE TRAV GAS TO PICK UP NEW CAR-PD	043490	26.75
		I-08-22352D	01 -5652331	EMPLOYEE TRAV SEM. MW CITY MEALS-CODES	043490	55.00
		I-08-22352E	01 -5321202	OPERATING SUP RADAR PARTS - #71 CAR	043490	35.38
		I-08-22353	01 -5321202	OPERATING SUP 8 1/2x14 PAPER - PD	043490	6.29
		I-08-22353B	01 -5321331	EMPLOYEE TRAV CHILD ABUSE CONF.	043490	192.75
		I-08-22353C	01 -5213202	OPERATING SUP HOST OMCCA-DPS MEETING	043490	60.34
		I-08-22353D	01 -5431316	REPAIRS & MAI AMBULANCE MAINT. - SEARS	043490	16.99
		I-08-22353E	01 -5652319	DEMOLITION LIENS FOR DEMO. FEES	043490	13.00
		I-08-22353F	01 -5862203	REPAIRS & MAI MAIL PARTS FOR TRACTOR	043490	33.25
		I-08-22353H	01 -5321306	INFORMANTS INFORMANT MONEY - POLICE	043491	275.00
		I-08-22353I	01 -5431316	REPAIRS & MAI REPAIR RECOIL - OGEILA'S	043491	15.00
		I-08-22353K	01 -5321331	EMPLOYEE TRAV CLEET SCHOOL MEALS - PD	043491	65.19
.-P00350	PB COUNTY TAG AGENCY					
		I-08-22328	01 -5321202	OPERATING SUP TAG & TITLE UNIT #71	043492	30.00
.-P00510	PRO-KIL PEST CONTROL					
		I-47334	01 -5542308	CONTRACTED SE STIPE CENTER	043493	126.00
		I-47893	01 -5542203	REPAIRS & MAI SBC / KIOWA	043493	68.00
		I-47896	01 -5548203	REPAIRS & MAI SPRAYING STIPE/CITY HALL	043493	150.00
		I-47897	01 -5542203	REPAIRS & MAI SBC / KIOWA	043493	106.00
		I-47972	01 -5542203	REPAIRS & MAI MONTHLY PEST CONTROL AT	043493	126.00
-P00560	PUBLIC SERVICE/AEP					
		I-08-22370	01 -5215313	ELECTRIC UTIL 95692191224 301 W JEFFERS	043406	44.12
		I-08-22370	01 -5215313	ELECTRIC UTIL 95722742806 225 W COMANCH	043406	528.53
		I-08-22370	01 -5215313	ELECTRIC UTIL 95084541358 303 W SPRINGE	043406	9.22
		I-08-22370	01 -5215313	ELECTRIC UTIL 95242258705 PD/NARC	043406	183.12
		I-08-22370	01 -5215313	ELECTRIC UTIL 95235582004 LIBRARY	043406	4,879.88
		I-08-22370	01 -5215313	ELECTRIC UTIL 956307702212 302 E FILLMO	043406	679.94
		I-08-22370	01 -5215313	ELECTRIC UTIL 95792346108 STREET LIGHTS	043406	14,774.53
		I-08-22370	01 -5215313	ELECTRIC UTIL 95084541358 303 W SPRINGE	043406	19.74
		I-08-22370	01 -5215313	ELECTRIC UTIL 95205457302 1699 E CARL A	043406	29.12
		I-08-22371	01 -5215313	ELECTRIC UTIL 95287592018 GENERAL FUND	043406	18,840.55
-Q00036	QUIK BLAST					
		I-6943	01 -5543316	REPAIRS & MAI LABOR & EQUIPMENT TO	043494	900.00
-R00405	RIVERSIDE AUTO PLEX					
		I-97220	01 -5862203	REPAIRS & MAI GAS SENDING UNIT FOR BM-2	043495	177.80
-R00469	ROCIC					
		I-2144-18421	01 -5431330	DUES & SUBSCR ROCIC MEMBERSHIP FEES	043496	300.00
-S00190	SECURITY SYS. & ENG. IN					
		I-24548/24549	01 -5547203	REPAIRS & MAI BI-YEARLY SECURITY	043498	180.00
		I-24550	01 -5545316	REPAIRS & MAI MONITORING AT LIBRARY QTR	043498	45.00

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ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-S00386	SMITH KEY & HARDWARE	I-007654	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC.	043500	24.08
1-S00510	SOUTHERN SUPPLY & EQUIP	I-43577	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	043502	261.42
1-S00530	SOUTHWEST CHEMICAL SERV	I-84238	01 -5544202	OPERATING SUP PALLET OF GRID MARKERS	043503	144.00
		I-84358	01 -5544202	OPERATING SUP PALLET OF GRID MARKERS	043503	96.00
1-S00710	STANDARD MACHINE LLC	I-204663	01 -5862203	REPAIRS & MAI METAL & LABOR ON PK27	043504	595.00
1-S00725	STAPLES CREDIT PLAN	I-08-22320	01 -5652202	OPERATING SUP DYMO LABEL MACHINE	043505	129.99
		I-10322	01 -5225202	OPERATING SUP SUPPLIES	043505	69.42
		I-34674	01 -5225202	OPERATING SUP SUPPLIES	043505	70.56
		I-36036	01 -5225202	OPERATING SUP SUPPLIES	043505	79.96
		I-620566	01 -5213202	OPERATING SUP SUPPLIES	043505	171.99
-S00791	STEIDLEY & NEAL, P.L.L.	I-9265	01 -5214302	CONSULTANTS/L LEGAL FEES	043506	945.00
		I-9266	01 -5214302	CONSULTANTS/L LEGAL FEES	043506	5,754.00
-S00871	STEWART MARTIN EQUIPMEN	I-44158	01 -5862203	REPAIRS & MAI RADIATOR FOR CEMETERY MOW	043507	666.98
-T00010	T. H. ROGERS LUMBER CO.	I-53601	01 -5213316	REPAIRS & MAI FORMICA FOR CABINET	043508	202.16
-T00370	TIPPIT INSURANCE	I-08-22391	01 -5215322	INSURANCE/BON 2nd QTR GEN LIAB INS	043509	44,348.54
		I-08-22391b	01 -5215322	INSURANCE/BON 2nd Qtr GEN LIAB INS NUTR	043509	3,123.14
		I-08-22391d	01 -5215322	INSURANCE/BON 2nd Qtr GEN LIAB INS E911	043509	1,249.26
		I-08-22391e	01 -5215321	AUTO INSURANC 2nd Qtr FLEET INS GEN FUN	043509	9,424.35
		I-08-22391h	01 -5215321	AUTO INSURANC 2nd Qtr FLEET INS NUTRITI	043509	252.28
		I-08-22391j	01 -5215321	AUTO INSURANC 2nd Qtr FLEET INS E911	043509	199.41
-T00540	TREATS SOLUTIONS INC	I-099664-00	01 -5548203	REPAIRS & MAI JANITORIAL SUPPLIES	043510	294.88
-U00126	UNITED LAB.	I-27821	01 -5862203	REPAIRS & MAI GREASE, UNI-LUBE,	043513	1,304.40
-W00040	WALMART COMMUNITY BRC	I-012080	01 -5653213	SAFETY SUPPLI 25 CASES OF GATORADE	043514	249.00
-W00046	WALTER HOLDER	I-6945	01 -5542316	REPAIRS & MAI LABOR TO PAINT PARADE	043515	100.00

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ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-W00193 WEDDLE SIGNS						
		I-14399	01 -5215480	CONTINGENCY/A HANDICAP SIGNS FOR	043517	143.22
1-W00270 WHITE ELECTRICAL SUPPLY						
		I-224557	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	10.32
		I-224677	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	345.45
		I-224677	01 -5548203	REPAIRS & MAI TOOLS FOR MAINTENANCE	043518	345.45
		I-224678	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	86.10
		I-224904	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	28.69
		I-224906	01 -5225202	OPERATING SUP BLANKET PO FOR CONNECTORS	043518	95.40
		I-224957	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	56.11
		I-224994	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	83.98
		I-225059	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	122.88
		I-22511	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	043518	33.69
		I-225154	01 -5321202	OPERATING SUP SPOT LIGHT BULBS	043519	36.00
-W00473 WALKER COMPANIES STAMP						
		I-380355/380560	01 -5210202	OPERATING SUP 7310 IDEAL 7310 PREMIUM	043521	59.77
		I-381005	01 -5210202	OPERATING SUP IDEAL 5830 SELF-INKING	043521	31.70
-X00020 XEROX CORP-MAJOR ACCOUN						
		I-035038570	01 -5215312	EQUIPMENT REN BLANKET PO	043522	1,116.29
		I-035038572	01 -5653317	ADVERTISING & COPIER WC232 PAYMENT -	043522	277.78
		I-103933838	01 -5215312	EQUIPMENT REN STAPLE CARTRIDGE	043522	93.00
		I-103933838a	01 -5215312	EQUIPMENT REN SHIPPING	043522	10.00
-Z00010 ZEE MEDICAL INK						
		I-0021757581	01 -5653213	SAFETY SUPPLI FIRST AID SUPP.-UPSTAIRS	043523	93.95
			FUND	01 GENERAL FUND	TOTAL:	188,750.17

ACCOUNT: 03913 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00103	ACCURATE ENVIRONMENTAL LA					
		I-SU9745	02 -5973304	LAB TESTING LAB SUPPLIES FOR WWT	043410	1,044.55
1-A00170	ADA PAPER CO.					
		I-223599G	02 -5216202	OPERATING SUP 8 1/2 X 11 PAPER-UTILITY	043412	476.25
1-A00267	AIRGAS					
		I-106916870	02 -5973316	REPAIRS & MAI RENTAL ON TANKS FOR GASES	043413	65.77
		I-106956085	02 -5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	043413	26.98
		I-106956087	02 -5973316	REPAIRS & MAI RENTAL ON TANKS FOR GASES	043413	59.47
		I-106956151	02 -5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	043413	27.54
		I-106956153	02 -5973316	REPAIRS & MAI RENTAL ON TANKS FOR GASES	043413	61.12
1-A00747	AT&T					
		I-08-22376	02 -5267315	TELEPHONE UTI 91814751133780 MUN. CLERK	043402	44.60
1-B00097	BANK OF OKLAHOMA					
		I-IN #3	02 -5864327	SUB TITLE D E 3rd QTR. ESCROW DEPOSIT	043422	41,745.00
1-B00150	BEALES GOODYEAR TIRES					
		I-MC115460	02 -5862203	REPAIRS & MAI TIRES FOR W-10 BACKHOE	043423	1,170.84
		I-MC155452	02 -5862203	REPAIRS & MAI 2 FRONT TIRES FOR SW-9	043423	875.24
		I-MC155459	02 -5862203	REPAIRS & MAI TIRES FOR W-1	043423	450.20
1-B00180	BEMAC SUPPLY					
		I-S1403995.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	39.38
		I-S1406759.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	868.67
		I-S1408290.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	29.49
		I-S1408296.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	6.53
		I-S1408640.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	25.40
		I-S1408819.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	44.04
		I-S1409316.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	20.54
		I-S1409599.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	508.35
		I-S1409976.001	02 -5975202	OPERATING SUP OPEN PO FOR SUPPLIES	043424	6.12
-B00360	BLUE BOOK (USA)					
		I-658244	02 -5973203	REPAIRS & MAI PORCELAIN ENAMELED IRON	043426	71.82
-B00491	BRENTTAG SOUTHWEST					
		I-BSW098903	02 -5974206	MAJOR CHEMICA 6 TONS CHLORINE	043428	3,325.20
		I-BSW099084	02 -5974206	MAJOR CHEMICA POLYMER W/COPPER SULFATE	043428	21,152.00
		I-BSW099085	02 -5974206	MAJOR CHEMICA CAUSTIC	043428	8,865.84
-C00489	UNITED FUEL & ENERGY/CL					
		I-0960220-INA	02 -5862205	PETROLEUM PRO 2 ROTELLA T 15W40 @ 589.6	043432	1,229.80
		I-0960220-INB	02 -5862205	PETROLEUM PRO 2 50/50 ANTIFREEZE@263.45	043432	526.90
-D00323	DEPT. OF ENVIR. QUALITY					
		I-21036570	02 -5974304	LAB TESTING PWS LAB FEE	043437	20.00

ACCKET: 03913 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-D00540 DOLESE BROTHERS						
		I-80448	02 -5864327	SUB TITLE D E 400 TON 1 1/2" CR LANDFIL	043441	266.81
		I-83995	02 -5864327	SUB TITLE D E 400 TON 1 1/2" CR LANDFIL	043441	1,322.31
		I-85318	02 -5864327	SUB TITLE D E 400 TON 1 1/2" CR LANDFIL	043441	459.73
1-E00265 ERM ENVIRONMENTAL LABS						
		I-0804569	02 -5973304	LAB TESTING LAB TESING	043443	125.00
		I-0804570	02 -5973304	LAB TESTING LAB TESING	043443	175.25
		I-0804883	02 -5973304	LAB TESTING LAB TESING	043443	125.00
		I-0804936	02 -5973304	LAB TESTING LAB TESING	043443	175.25
		I-0805129	02 -5973304	LAB TESTING LAB TESING	043443	125.00
		I-0805130	02 -5973304	LAB TESTING LAB TESING	043443	175.25
-F00015 FLEETCOR TECHNOLOGIES						
		I-08-22447	02 -5862205	PETROLEUM PRO MPWA FUEL FOR AUG 2008	043445	3,186.95
		I-NP14239167	02 -5862205	PETROLEUM PRO MPWA FUEL FOR AUG 2008	043445	10,733.31
-F00037 FASTENAL						
		I-ORMCA69374	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLY	043446	183.86
		I-ORMCA69534	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLY	043446	128.26
		I-ORMCA70159	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLY	043446	76.28
		I-ORMCA70421	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLY	043446	9.29
		I-ORMCA70582	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLY	043446	42.66
		I-ORMCA71236	02 -5974203	REPAIRS & MAI MOTOR SHIMS FOR WTP	043446	357.46
		I-ORMCA71546	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLY	043446	24.48
-F00251 FORT COBB FUEL AUTHORIT						
		I-08-22373	02 -5267314	GAS UTILITY GAS USED AT HEREFORD	043404	31.75
-F00310 FRONTIER INTNL. TRUCKS						
		I-746331	02 -5862203	REPAIRS & MAI THERMOSTAT, HOSE, BELTS,	043449	1,157.97
-G00056 GPM MFG. CO.						
		I-08063	02 -5974203	REPAIRS & MAI PUMP FOR KFC-REPLACEMENT	043451	4,193.71
-G00490 GRISSOM IMPLEMENT INC						
		I-48016	02 -5862203	REPAIRS & MAI STARTER COVER, SCREW,	043453	73.16
-H00018 HD SUPPLY WATERWORKS, L						
		I-7586653	02 -5975211	WATER METERS 6 1" SR11 METERS @123.00E	043454	738.00
		I-7586653A	02 -5975211	WATER METERS 4 2" SR METERS @ 485.00E	043454	1,940.00
-H00100 HAYNES EQUIPMENT,LLC						
		I-S3857-IN	02 -5973203	REPAIRS & MAI DISCHARGE FLANGES FOR	043455	1,624.11
-H00203 HOLIDAY INN EXPRESS						
		I-66231624	02 -5216331	TRAVEL & TRAI MOTEL STAY FOR TRAINING	043457	362.36
-I00110 IMPRESS OFFICE SUPPLY						

ACCKET: 03913 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-I00110	IMPRESS OFFICE SUPPLY		continued			
	I-025777		02 -5972202	OPERATING SUP OPEN PO FOR SUPPLYS	043461	84.25
	I-025829		02 -5216202	OPERATING SUP OPEN PO FOR SUPPLIES	043461	62.80
	I-026140		02 -5216202	OPERATING SUP OPEN PO FOR SUPPLIES	043461	20.10
1-K00210	KIAMICHI ELECTRIC COOP.					
	I-08-22369		02 -5267313	ELECTRIC UTIL ELECTRIC FOR HEREFORD	043405	533.25
1-K00270	KSM EXCHANGE LLC					
	I-RS2408		02 -5864312	EQUIPMENT REN RENT ON DOZER FOR 1 MONTH	043464	8,000.00
.-L00428	LOWE'S CREDIT SERVICES					
	I-02959		02 -5975316	REPAIRS & MAI SACK CEMENT FOR REPAIRS	043468	179.40
	I-10115		02 -5975316	REPAIRS & MAI SACK CEMENT FOR REPAIRS	043468	169.58
.-L00429	LOVE BOTTLING CO.					
	I-2686496		02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TEST	043469	13.50
	I-2686875		02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TEST	043469	13.50
	I-2687266		02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TEST	043469	20.25
	I-2687663		02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TEST	043469	13.50
	I-2688207		02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TEST	043469	13.50
-M00480	MILLER GLASS					
	I-7276		02 -5216316	REPAIRS & MAI ALUMINUM STORE FRONT	043473	1,587.00
-N00250	MCALESTER NEWS CAPITAL					
	I-03523160		02 -5974317	ADVERTISING & WATER QUALITY LETTER RAN	043478	85.80
-N00341	NORTHERN EQUIP. CO.					
	I-07-0028		02 -5974401	CAPITAL OUTLA ENHANCED COAGULATION	043480	28,167.52
-N00343	NORTHERN SAFETY CO INC					
	I-P221465801013		02 -5866204	SMALL TOOLS HIGH VISIBILITY SAFETY	043481	413.39
-N00347	MEHLBURGER BRAWLEY / NR					
	I-MC-07-03-05		02 -5974401	CAPITAL OUTLA '08 WTP MODIFICATION	043482	2,051.97
-O00075	O'REILLY AUTO PARTS					
	I-0230-469603		02 -5973316	REPAIRS & MAI BELTS & OIL FOR REPAIRS	043483	155.80
	I-0230-470271		02 -5973316	REPAIRS & MAI BELTS & OIL FOR REPAIRS	043483	51.73
	I-0230-470481		02 -5973316	REPAIRS & MAI BELTS & OIL FOR REPAIRS	043483	37.52
	I-0230-479622		02 -5973316	REPAIRS & MAI BELTS & OIL FOR REPAIRS	043483	78.69
	I-0230-479949		02 -5973316	REPAIRS & MAI BELTS & OIL FOR REPAIRS	043483	131.15
	I-0230-485239		02 -5973316	REPAIRS & MAI BELTS & OIL FOR REPAIRS	043484	10.98
-O00530	OML-OK MUNICIPAL LEAGUE					
	I-08-22444		02 -5216331	TRAVEL & TRAI RED FLAG RULES ID THEFT	043485	39.00
-P00250	PETTY CASH					

ACCOUNT: 03913 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00250	PETTY CASH			continued		
		I-08-22352A	02 -5866202	OPERATING SUP SMITH KEY- SANITATION	043490	14.04
		I-08-22353A	02 -5871331	EMPLOYEE TRAV MS4 STORMWATER CONF.	043490	87.63
		I-08-22353G	02 -5864202	OPERATING SUP TOLL MONEY	043491	3.50
		I-08-22353J	02 -5216202	OPERATING SUP BUG SPRAY - ATWOODS	043491	10.88
1-P00560	PUBLIC SERVICE/AEP					
		I-08-22370	02 -5267313	ELECTRIC UTIL 95043496827 MPWA	043406	53,940.28
1-R00473	ROBERTS WINDOW TINTING					
		I-247856	02 -5871202	OPERATING SUP SECURITY FILM FOR DOORS	043497	96.00
1-R00600	RURAL WATER DISTRICT #1					
		I-08-22372	02 -5267316	WATER UTILITY WATER AT LANDFILL	043407	177.70
-S00205	SEQUOYAH ENGINEERING, I					
		I-S91S0808.1	02 -5973302	CONSULTANTS ( PRETREATMENT FOR WWT	043499	4,858.25
		I-S91S0808.2	02 -5973302	CONSULTANTS ( PRETREATMENT FOR WWT	043499	2,320.00
		I-S91S0808.3	02 -5973302	CONSULTANTS ( PRETREATMENT FOR WWT	043499	2,365.00
		I-S91S0808.4	02 -5973302	CONSULTANTS ( PRETREATMENT FOR WWT	043499	648.00
-S00507	SOUTHEASTERN WELDING &					
		I-005921	02 -5974316	REPAIRS & MAI REPAIR TO 30" RAW WATER	043501	260.00
-S00725	STAPLES CREDIT PLAN					
		I-105358	02 -5972202	OPERATING SUP LATERAL FILE & HUTCH	043505	170.96
		I-126401	02 -5972202	OPERATING SUP HP OFFICE JET 6310 COLOR	043505	119.98
		I-135476	02 -5216202	OPERATING SUP OPEN PO FOR SUPPLIES	043505	206.46
		I-9186271958	02 -5972202	OPERATING SUP LATERAL FILE & HUTCH	043505	299.00
-T00370	TIPPIT INSURANCE					
		I-08-22391a	02 -5267322	INSURANCE 2nd Qtr GEN LIAB INS MPWA	043509	11,243.30
		I-08-22391f	02 -5267321	AUTO INSURANC 2nd Qtr FLEET INS MPWA	043509	3,898.29
-T00605	TULSA CITY-COUNTY					
		I-7705	02 -5974304	LAB TESTING COLIFORM TESTING FOR 6	043511	380.00
-U00070	ULTRA-CHEM, INC.					
		I-938583	02 -5973203	REPAIRS & MAI BUSTER PENETRANT	043512	219.53
-W00080	WASTE RESEARCH INC.					
		I-09807	02 -5862203	REPAIRS & MAI HYDRAULIC PUMP FOR SW-4	043516	1,826.89
-W00270	WHITE ELECTRICAL SUPPLY					
		C-CM153995	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLYS	043518	7.91-
		I-222474	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLYS	043518	253.68
		I-222657	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY	043518	208.88
		I-222808	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLYS	043518	32.88
		I-222835	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLYS	043518	38.36

ACCOUNT: 03913 Regular Payments

ENDOR SET: 01

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-W00299 WILKINS ENVIRONMENTAL						
		I-1655	02 -5973304	LAB TESTING EAST PLANT	043520	1,422.50
		I-1656	02 -5973304	LAB TESTING WEST PLANT	043520	1,422.50
			FUND	02 MPWA	TOTAL:	239,051.61

ACCOUNT: 03913 Regular Payments

TENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00560	PUBLIC SERVICE/AEP					
		I-08-22371	03 -5876313	ELECTRIC UTIL 95291700219 AIRPORT	043406	1,134.80
1-T00370	TIPPIT INSURANCE					
		I-08-22391g	03 -5876321	AUTO INSURANC 2nd Qtr FLEET INS AIRPORT	043509	252.28
			FUND 03	AIRPORT AUTHORITY	TOTAL:	1,387.08

PACKET: 03913 Regular Payments

TENDOR SET: 01

FUND : 05 PARKING AUTHORITY

TENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-P00560	PUBLIC SERVICE/AEP					
		I-08-22370	05 -5218313	ELECTRIC UTIL 95244019006 PARKING AUTH.	043406	175.50
			FUND	05 PARKING AUTHORITY	TOTAL:	175.50

PACKET: 03913 Regular Payments

TENDOR SET: 01

UND : 08 NUTRITION

TENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00223 BETH GERA						
		I-08-22297	08 -5549308	CONTRACT SERV REIMBURSEMENT FOR MILEAGE	043425	59.67
		I-08-22297	08 -5549308	CONTRACT SERV CONTRACT HRS 10days@\$15	043425	150.00
		I-08-22406	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043425	37.44
		I-08-22406a	08 -5549308	CONTRACT SERV CONTRACT DELIV 10days@\$15	043425	150.00
1-D00213 DEBBIE COMPTON						
		I-08-22296	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043436	146.25
		I-08-22296	08 -5549308	CONTRACT SERV CONTRACT HRS 10day@\$15.00	043436	150.00
		I-08-22408	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043436	131.63
		I-08-22408	08 -5549308	CONTRACT SERV CONTRACT DELIV 9 DAYS@\$15	043436	135.00
1-G00220 GENE CARR						
		I-08-22295	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043452	146.25
		I-08-22407	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	043452	146.25

FUND 08 NUTRITION TOTAL: 1,252.49

ACCOUNT: 03913 Regular Payments

ENDOR SET: 01

UND : 28 SE EXPO CTR/TOURISM FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-D00205 DAYLIGHT DONUTS						
		I-2503-16	28 -5654224	CATERING 24 DOZEN ASSORTED DONUTS	043435	82.80
		I-2503-17	28 -5654224	CATERING 24 DOZEN ASSORTED DONUTS	043435	82.80
1-F00170 FIRST NATIONAL BANK						
		I-08-22392	28 -5654524	FNB LOAN #118 LEASE #118	043408	200,000.00
1-P00250 PETTY CASH						
		I-08-22352F	28 -5654331	TRAVEL & TRAI MILEAGE FOR KC BOARD MEET	043490	49.73
1-P00560 PUBLIC SERVICE/AEP						
		I-08-22371	28 -5654313	ELECTRIC UTIL 95297190423	043406	7,727.18
1-T00370 TIPPIT INSURANCE						
		I-08-22391c	28 -5654322	INSURANCE 2nd Qtr GEN LIAB INS EXPO	043509	2,498.51
		I-08-22391i	28 -5654321	AUTO INSURANC 2nd Qtr FLEET INS EXPO	043509	126.14
			FUND 28	SE EXPO CTR/TOURISM FUND TOTAL:		210,567.16

ACCOUNT: 03913 Regular Payments

ENDOR SET: 01

FUND : 29 E-911

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-C00847 CRYSTAL DATA						
		I-177568	29 -5324202	OPERATING SUP RIBBON CARTRIDGES 2 BOXES	043433	46.00
		I-177568a	29 -5324202	OPERATING SUP SHIPPING	043433	6.54
			FUND 29 E-911		TOTAL:	52.54
					REPORT GRAND TOTAL:	641,236.55

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

FAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
108-2009	01 -5101202	OPERATING SUPPLIES	317.50	2,000	1,619.84		
	01 -5210202	OPERATING SUPPLIES	202.65	5,500	4,859.82		
	01 -5211202	OPERATING SUPPLIES	63.50	6,050	5,092.58		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	229.00	5,000	3,427.08		
	01 -5212202	OPERATING SUPPLIES	79.48	2,400	1,454.38		
	01 -5212317	ADVERTISING & PRINTING	42.42	5,000	2,570.84		
	01 -5212330	DUES & SUBSCRIPTIONS	140.00	350	158.50		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	190.00	2,000	1,519.99		
	01 -5213202	OPERATING SUPPLIES	327.58	3,000	1,884.94		
	01 -5213316	REPAIRS & MAINTENANCE	202.16	2,500	2,331.58		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	239.00	2,000	1,531.00		
	01 -5213336	FEES	6,006.42	122,000	101,032.33		
	01 -5213337	COLLECTION SERVICES	471.58	20,000	18,460.48		
	01 -5214302	CONSULTANTS/LABOR RELATION	15,831.84	120,000	82,041.69		
	01 -5215312	EQUIPMENT RENTALS	1,219.29	50,806	39,121.53		
	01 -5215313	ELECTRIC UTILITY	39,988.75	409,500	285,781.27		
	01 -5215314	GAS UTILITY	14.50	15,000	14,386.68		
	01 -5215315	TELEPHONE UTILITY	956.30	71,628	58,085.70		
	01 -5215321	AUTO INSURANCE	9,876.04	44,394	24,395.22		
	01 -5215322	INSURANCE/BONDS	48,720.94	263,406	126,879.05		
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	143.22	56,168	56,024.78		
	01 -5225202	OPERATING SUPPLIES	525.29	4,000	2,595.17		
	01 -5225401	COMPUTER TECHNOLOGY	1,465.86	47,500	42,172.87		
	01 -5320202	OPERATING EXPENSE	319.01	5,000	2,991.09		
	01 -5321202	OPERATING SUPPLIES	129.26	15,000	11,749.20		
	01 -5321306	INFORMANTS	275.00	1,500	0.00		
	01 -5321308	CONTRACTED SERVICES	487.51	20,683	16,969.35		
	01 -5321324	SWAT	30.00	10,000	9,336.02		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	310.19	12,000	11,030.61		
	01 -5322319	MISCELLANEOUS	262.00	4,500	4,114.00		
	01 -5431202	OPERATING SUPPLIES	1,200.97	27,500	20,663.66		
	01 -5431204	SMALL TOOLS	229.99	5,000	3,152.00		
	01 -5431316	REPAIRS & MAINTENANCE	1,586.79	16,000	11,051.42		
	01 -5431330	DUES & SUBSCRIPTIONS	1,015.50	13,000	10,344.50		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	39.00	12,000	2,857.45		
	01 -5542202	OPERATING SUPPLIES	611.84	48,000	41,682.90		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,405.28	26,000	15,742.51		
	01 -5542308	CONTRACTED SERVICES	145.36	25,000	16,509.38		
	01 -5542316	REPAIRS & MAINTENANCE	100.00	20,000	17,375.67		
	01 -5542319	MISCELLANEOUS	1,375.00	22,000	20,005.82		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	60.00	2,500	2,587.50		
	01 -5543203	REPAIRS & MAINT SUPPLIES	456.84	5,000	2,977.94		
	01 -5543316	REPAIRS & MAINTENANCE	900.00	10,000	6,300.00		
	01 -5544202	OPERATING SUPPLIES	386.60	8,000	5,557.94		
	01 -5545311	PARKING RENTAL	375.00	4,500	2,250.00		

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

EAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5545316	REPAIRS & MAINTENANCE	45.00	2,500	2,395.00		
01	-5547203	REPAIRS & MAINT SUPPLIES	180.00	10,000	6,547.11		
01	-5548203	REPAIRS & MAINTENANCE SUPP	3,851.56	40,000	16,840.46		
01	-5548316	REPAIRS & MAINTENANCE	2,515.50	16,000	13,330.95		
01	-5652202	OPERATING SUPPLIES	479.72	5,200	3,095.50		
01	-5652317	ADVERTISING & PRINTING	21.90	3,000	2,757.55		
01	-5652319	DEMOLITION	13.00	25,000	24,987.00		
01	-5652330	DUES & SUBSCRIPTIONS	128.40	3,000	2,836.60		
01	-5652331	EMPLOYEE TRAVEL & TRAININ	55.00	500	310.00		
01	-5653202	OPERATING SUPPLIES	63.50	2,500	1,701.58		
01	-5653213	SAFETY SUPPLIES	342.95	8,500	6,756.05		
01	-5653317	ADVERTISING & PRINTING	316.63	4,000	3,007.67		
01	-5653348	DRUG TESTING & MISC. FEES	344.00	8,000	6,587.50		
01	-5862203	REPAIRS & MAINT SUPPLIES	7,163.76	170,670	111,610.53		
01	-5862204	SMALL TOOLS	1,297.69	5,000	2,260.60		
01	-5862205	PETROLEUM PRODUCTS	27,384.60	435,000	310,405.67		
01	-5863203	REPAIR & MAINT SUPPLIES	11.97	50,000	47,076.60		
01	-5865218	STREET RE-SURFACING	5,580.53	150,000	107,643.72		
02	-5216202	OPERATING SUPPLIES	776.49	16,490	5,290.54		
02	-5216316	REPAIRS & MAINTENANCE	1,587.00	4,200	2,613.00		
02	-5216331	TRAVEL & TRAINING	401.36	1,500	598.64		
02	-5267313	ELECTRIC UTILITY	54,473.53	549,824	393,526.36		
02	-5267314	GAS UTILITY	31.75	9,000	8,568.95		
02	-5267315	TELEPHONE UTILITY	44.60	35,000	25,893.37		
02	-5267316	WATER UTILITY	177.70	3,500	1,426.15		
02	-5267321	AUTO INSURANCE - FLEET	3,898.29	13,169	5,010.62		
02	-5267322	INSURANCE	11,243.30	122,375	52,561.88		
02	-5862203	REPAIRS & MAINT SUPPLIES	5,554.30	239,000	189,324.94		
02	-5862205	PETROLEUM PRODUCTS	15,676.96	180,000	128,218.38		
02	-5864202	OPERATING SUPPLIES	3.50	2,500	1,787.10		
02	-5864312	EQUIPMENT RENTALS	8,000.00	111,000	95,000.00		
02	-5864327	SUB TITLE D EXPENSE	43,793.85	300,000	248,308.29		
02	-5866202	OPERATING SUPPLIES	14.04	2,000	970.42		
02	-5866204	SMALL TOOLS	413.39	2,000	1,273.35		
02	-5871202	OPERATING SUPPLIES	96.00	6,000	3,570.32		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	87.63	1,750	1,045.37		
02	-5972202	OPERATING SUPPLIES	674.19	2,000	25.66		
02	-5973203	REPAIRS & MAINT SUPPLIES	1,915.46	57,500	46,944.48		
02	-5973302	CONSULTANTS (IND. PRETREAT	10,191.25	35,000	24,808.75		
02	-5973304	LAB TESTING	4,790.30	20,000	9,872.99		
02	-5973316	REPAIRS & MAINTENANCE	1,508.32	65,000	55,190.33		
02	-5974203	REPAIRS & MAINT SUPPLIES	4,551.17	40,000	30,399.00		
02	-5974206	MAJOR CHEMICALS	33,343.04	300,000	200,444.00		
02	-5974304	LAB TESTING	400.00	31,000	9,430.30		
02	-5974316	REPAIRS & MAINTENANCE	523.40	75,000	66,198.12		

\*\* 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 -5974317	ADVERTISING & PRINTING	85.80	4,000	3,684.10		
	02 -5974401	CAPITAL OUTLAY	30,219.49	1,006,785	328,133.63		
	02 -5975202	OPERATING SUPPLIES	1,548.52	30,000	25,731.61		
	02 -5975211	WATER METERS	2,678.00	20,000	14,531.50		
	02 -5975316	REPAIRS & MAINTENANCE	348.98	6,000	595.76		
	03 -5876313	ELECTRIC UTILITY	1,134.80	11,824	8,436.90		
	03 -5876321	AUTO INSURANCE	252.28	800	295.44		
	05 -5218313	ELECTRIC UTILITY	175.50	4,560	4,026.68		
	08 -5549308	CONTRACT SERVICES	1,252.49	14,000	10,069.57		
	28 -5654224	CATERING	165.60	1,800	757.20		
	28 -5654313	ELECTRIC UTILITY	7,727.18	60,000	38,314.79		
	28 -5654321	AUTO INSURANCE	126.14	300	47.72		
	28 -5654322	INSURANCE	2,498.51	5,600	1,909.71-	Y	
	28 -5654331	TRAVEL & TRAINING	49.73	2,000	1,015.53		
	28 -5654524	FNB LOAN #118 EXPO SEATING	200,000.00	303,549	0.30		
	29 -5324202	OPERATING SUPPLIES	52.54	18,067	17,949.46		
	** 2008-2009 YEAR TOTALS **		641,236.55				

NO ERRORS

\*\* END OF REPORT \*\*



# McAlester City Council

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## AGENDA REPORT

Meeting Date: September 23, 2008  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: September 16, 2008

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

### Subject

Presentation of the Mayor's Property of the Month by Ward.

### Recommendation

### Discussion

### Approved By

*Initial*

*Date*

Department Head

MBR

09/16/08

City Manager



# McAlester City Council

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## AGENDA REPORT

Meeting Date: September 23, 2008  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: September 16, 2008

Item Number: 2  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, a Resolution adopting the 2008 Mission Statement for the Audit and Finance Advisory Committee.

### Recommendation

Motion approving a Resolution for the Audit and Finance Advisory Committee 2008 Mission Statement.

### Discussion

At the September 9<sup>th</sup> meeting, the City Council requested that the City Administration prepare a Resolution to adopt the 2008 Mission Statement.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>09/16/08</u>

**A RESOLUTUION OF THE CITY OF MCALESTER, OKLAHOMA, ADOPTING THE 2008 MISSION STATEMENT OF THE AUDIT & FINANCE ADVISORY COMMITTEE.**

\* \* \* \* \*

**WHEREAS**, Section 5.14 of the City Charter establishes an Audit and Finance Advisory Committee;

**WHEREAS**, Section 5.14 (c) of the City Charter states, “The detailed responsibilities of the Committee shall be listed in the Audit and Finance Advisory Committee Mission Statement”;

**WHEREAS**, the Audit and Finance Advisory Committee met and adopted a 2008 Mission Statement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of McAlester, Oklahoma that it officially adopts the 2008 Mission Statement of the Audit and Finance Advisory Committee as follows:

**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.

**PASSED and APPROVED** at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this \_\_\_\_ day of September 2008.

**City of McAlester, Oklahoma,  
A Municipal Corporation**

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

**ATTEST;**

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



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 23, 2008 Item Number: 3  
Department: Police  
Prepared By: Jim Lyles Account Code: \_\_\_\_\_  
Date Prepared: September 2, 2008 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, authorizing the Mayor to execute an Inter-Agency Agreement with the Board of County Commissioners of Pittsburg County, Oklahoma for animal services.

### Recommendation

Motion to authorizing the Mayor to execute an Agreement with the Pittsburg County Board of County Commissioners for animal services.

### Discussion

The Pittsburg County Animal Shelter opened to the public in August 2008. With the new facility in operation, the McAlester Police Department (MPD) is proposing to close the City's animal shelter. Further, the MPD is proposing to take all dogs and cats to the new County facility.

The proposed Agreement, which is to replace the earlier agreement adopted by the City Council, is to address animal impoundment issues between the City and Pittsburg County. The Pittsburg County Commissioners made minor changes to the original agreement, which are incorporated into the proposed Agreement attached hereto.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>JL</u>	<u>09/08/08</u>
City Manager	<u>MBR</u>	<u>09/16/08</u>

## INTER-AGENCY AGREEMENT

This agreement made and entered into this 8<sup>th</sup> day of September, 2008, by and between the City of McAlester, first party and the Board of County Commissioners of Pittsburg County, Oklahoma, second party.

Witnesseth:

Whereas, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective agencies being geographically located together, and their efforts being one in the same to, promote and preserve the safety and welfare of the public and animals to maintain social order. Both parties recognize that The Pittsburg County Animal Shelter was established by a vote of all of the citizens of Pittsburg County to promote the better treatment and welfare of animals within Pittsburg County.

Whereas, both parties desire to combine and coordinate their resources to better serve the citizens of both the City of McAlester and Pittsburg County for the safety and welfare of citizens and animals alike.

1. The second party agrees to keep all dogs or cats picked up by the first party and the second party agrees to keep, or cause to be kept, accurate and detailed records of the impoundment of all animals coming into their custody from the first party.
2. All unrestrained dogs, cats, and nuisance animals found running at large shall be taken by the police or animal control officers and impounded with the second party and there confined in a humane manner. Any animal that poses a threat to public health and safety, any wild animal kept illegally, or any animal that has been cruelly treated or abused shall also be impounded.
3. Second party agrees to keep licensed impounded dogs and cats for not fewer than 120 hours unless sooner reclaimed by their owner.
4. Second party agrees to keep all unlicensed impounded dogs, cats, other domestic animals, not fewer than 72 hours unless sooner reclaimed by their owner.
5. Sick or injured animals wearing no apparent identification through which ownership cannot be determined may be kept zero to 72 hours at the discretion of the first party or second party after consultation with a licensed veterinarian.
6. If, by a license tag or other means, the owner of an impounded animal can be identified, the first party or second party agrees to notify the owner by direct contact, telephone, mail, or other reasonable means.
7. Any dog or cat brought to the second party by the first party, not reclaimed by its owner, within 120 hours for a licensed animal or 72 hours for an unlicensed animal shall

become the property of the second party. Other impounded animals not reclaimed by an owner within 72 hours shall become the property of the second party.

8. In case of an animal bite, the second party agrees to securely quarantine such animal for a period of ten days and shall not release such quarantined animal until reasonable determination has been made that the animal is not infected with rabies. At the discretion of the second party, the quarantine may be on the premises of the owner, at a veterinary hospital of the owner's choice at the owner's expense, or at the Pittsburg County Animal Shelter. In case of an animal whose ownership is unknown the second party agrees that quarantine shall be at the Pittsburg County Animal Shelter. The animal may be reclaimed by the owner if adjudged free of rabies and the owner shall then pay any related charges for confinement to the second party.

9. When an animal under quarantine has been diagnosed as being rabid or is suspected of having rabies by a licensed veterinarian while under observation, the health officer, veterinarian or other designated emissary shall immediately send the necessary part of such animal to the state health department for pathological examination and shall notify the proper public health officer of any reports of human contact. If the animal dies or develops rabies-like symptoms within the specified period of confinement, the animal head shall be removed immediately and packed in a shipping container in accordance with instructions published by the state commissioner of health and sent to the state department of health laboratory in Oklahoma City for examination.

10. It is agreed that the agency having custody and responsibility for an animal quarantined for biting a person and suspected of being rabid to notify, in a timely manner, the owner of such animal, if determined, and any person who was bitten, or if a minor, the person's parent or legal guardian of the location and duration of the quarantine, the probable release date and the result of any testing performed.

11. Second party agrees to license any dog or cat over the age of four months within the city limits. The license shall state the name and address of the owner and the name, breed, color, age and sex of the dog or cat. Second party agrees to not charge a fee for guide dogs or hearing dogs and a 50 percent discount shall be given to all senior citizens. The fee shall be paid at the time of making application and a numbered receipt shall be given to the applicant and a numbered metallic tag shall be issued to the owner; provided, however, that no license shall be issued for any dog or cat until the owner thereof furnishes written evidence satisfactory to the second party that the dog or cat has been vaccinated against rabies.

12. The second party agrees to have all animals over the age of four months, licensed, spayed or neutered and have rabies vaccination prior to being adopted

13. The first party agrees to allow the second party to retain all fees collected for the impoundment and licensing of dogs or cats. These fees shall be set by the second party.

14. First and Second Parties mutually agree to indemnify and hold harmless the other from any liability or claims resulting from the negligent acts of their own employees or agents.

15. The term of this agreement shall be for the remainder of the 2008-2009 fiscal year and shall continue for the succeeding fiscal year, if prior thereto it is mutually ratified by the parties to be on the same terms, unless mutually amended.

(Seal)

First Party:  
City of McAlester, Oklahoma

Attest: \_\_\_\_\_  
Cora Middleton  
City Clerk

By: \_\_\_\_\_  
Kevin E. Priddle  
Mayor



Second Party:  
The Board of County Commissioners  
of Pittsburg County, Oklahoma

Attest: Debbie Lennox Burch  
Debbie Lennox Burch  
Clerk of the Board

By: Kevin Smith  
Kevin Smith  
Chairman



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 23, 2008      Item Number: 4  
Department: City Manager  
Prepared By: Mark B. Roath      Account Code: \_\_\_\_\_  
Date Prepared: September 16, 2008      Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, authorizing the Mayor to sign a contract with Pride In McAlester, Inc., in the amount of \$5,000, for clean up and beautification activities.

### Recommendation

Motion to approve a contract with Pride in McAlester in the amount of \$5,000.

### Discussion

The City Council appropriated \$5,000 for Pride in McAlester, Inc. in the FY 2008/09 Budget. This proposed contract allows Pride in McAlester, Inc. to receive said funds, which PIM will engage in clean up and beautification activities on behalf of the City.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>09/16/08</u>

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and Pride In McAlester, Inc., a non-profit corporation ("PIM"). In this Contract, either the City or PIM may also be referred to individually as a "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City desires to assist PIM in its efforts to inform the community concerning it's activities to beautify and clean up McAlester; and

**WHEREAS**, PIM possesses the knowledge, skills and ability to assist the city in achieving these desires,

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. PIM will engage in clean up and beautification activities on behalf of the City in order to promote the general welfare of the community and its citizens.
- B. PIM will provide technical assistance on behalf of the City to promote and accomplish its announced purpose to improve the overall appearance and cleanliness of the City.
- C. The City and PIM will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of PIM's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, PIM shall provide a work plan to the City within 60 days after the effective date of this Contract and updates periodically as appropriate.
- E. PIM will provide written reports to the City, as requested, that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.
- F. The City will independently monitor PIM's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. PIM will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. PIM will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

### **2. PAYMENT FOR SERVICES**

- A. In support of PIM 's normal cost of operations, the City will pay to PIM a maximum amount of \$5,000.00 during the term of this Contract in monthly or quarterly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.
- B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no

more than one request per calendar month.

- C. The City shall process requests for payments through its normal payment procedures.

### **3. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this Contract shall be July 1, 2008, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2009, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to PIM, it shall be addressed to PIMS then known address.

If notice is sent to the City, it shall be addressed to:  
City Clerk  
City of McAlester  
City Hall  
First and Washington  
McAlester, OK 74501

- E. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

### **4. ASSURANCES AND WARRANTIES**

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all

cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.

PIM shall indemnify and hold the City harmless for all claims against the City by any PIM employee, arising out of any contract for hire or employer-employee relationship between PIM and any PIM employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- D. Nothing in this Contract is intended to authorize PIM to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

## **5. INDEMNIFICATION**

- A. PIM shall indemnify and hold the City harmless from any and all Claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of PIM or its employees.
- B. PIM shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. PIM waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any claim brought against the City suffered by a PIM employee.

## **6. GENERAL TERMS AND CONDITIONS**

- A. Access and Records. PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this Section.
- D. Compliance with Laws. PIM shall comply with all federal, state, and local laws, statutes,

ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

- E. Conflict of Interest. To avoid any real or perceived conflict of interest, PIM shall refrain from hiring any person who is presently employed by the City, or relatives of any person who are presently employed by the City. Further, no such persons shall serve in any position or office of PIM.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force and effect. Notwithstanding the above, if PIM's promise to indemnify or hold the City harmless is found illegal or invalid, PIMs shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.
- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
  - a. "ASSURANCES AND WARRANTIES"

- b. "INDEMNIFICATION";
  - i. "SEVERABILITY; AND
  - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2008, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_  
Kevin E. Priddle

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2008, for the Pride in McAlester.

PRIDE IN MCALESTER

By \_\_\_\_\_  
James T. Collier  
President

ATTEST

\_\_\_\_\_  
Secretary



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 23, 2008 Item Number: 5  
Department: Finance  
Prepared By: Sherry Alessi Account Code: \_\_\_\_\_  
Date Prepared: September 15, 2008 Budgeted Amount: \_\_\_\_\_  
Exhibits: Four

### Subject

Consider, and act upon, authorizing the Mayor to sign a Ratification of Lease Nos. 121 and 122 with First National Bank and Trust Company, McAlester, Oklahoma.

### Recommendation

Motion to approve a Ratification of Lease Nos. 121 and Lease No. 122 with First National Bank of McAlester.

### Discussion

The City of McAlester entered into a Lease Purchase Agreement No. 121 with First National Bank on April 23, 2003, for a Model 12 H Caterpillar Road Grader. The City of McAlester entered into a Lease Purchase Agreement No. 122 with First National Bank on July 23, 2003, for a Daystar Led 3296d Marquee sign, sound system, portable goals, portable folding chairs, Tuff Sport Pana View Digit Scoreboards and Tuff Sport Shot Clock, all more particularly described in the lease. (See copies of the original Lease Purchase Agreements attached hereto)

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>09/15/08</u>

**RATIFICATION OF LEASE**

On April 23, 2003, a Lease Purchase was entered into by and between First National Bank & Trust Co., McAlester, Oklahoma, as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, known as Lease No. 121, in connection with the rent and lease of the following described equipment:

Model 12H Catepillar Road Grader, Serial No. CAT0012HTAMZ00283.

Lessor and Lessee hereby desire and adopt, ratify and confirm the above referenced Lease and all of its terms and provisions for the fiscal year 2008.

CITY OF MCALESTER

FIRST NATIONAL BANK & TR. CO.

By: \_\_\_\_\_  
Kevin Priddle, Mayor

By:   
Roi Nelson, President & CEO

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

Date: 9-12-08

121

LEASE PURCHASE

**COPY**

THIS AGREEMENT, made and entered into on this the 23RD day of April, 2003 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:

Model 12H Caterpillar Road Grader, S#CAT0012HTAMZ00283

Item 2 - Lessee agrees to pay to Lessor as rental for the use of said equipment, the sum of \$3,091.82 monthly, commencing on May 23, 2003 and payable on or before the 23RD day of each month this contract is in force. It is mutually agreed that the purchase price of said equipment is \$167,900.00.

Item 3 - The term of this contract shall be from the date hereof to and including April 23, 2008, 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 23RD day of April 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 \$3,091.82 monthly, payable as here and before specified provided, through and including April 23, 2008, 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 3.99% 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 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.

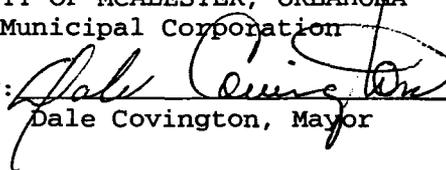
Item 7 - Upon the failure of Lessee to pay any of the rental installments specified herein during the original and initial period of the

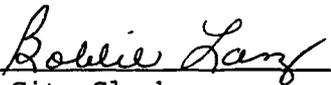
Lease, or during any renewal or revitalization thereof, immediate return of possession of the equipment described in numerical paragraph number one, will be made by Lessee to Lessor and in the event Lessee so fails, refuses or neglects to deliver the possession thereof to Lessor, Lessor shall have the 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, 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 mobile equipment liability limits of not less than \$100,000 per person bodily injury liability, \$1,000,000 per occurrence bodily injury liability and \$25,000 property damage liability. 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. 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.

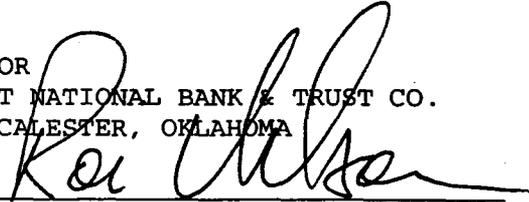
WITNESS WHEREOF, the parties have hereunto set their hands and the seal the day and year first above written.

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

**RATIFICATION OF LEASE**

On July 28, 2003, a Lease Purchase was entered into by and between First National Bank & Trust Co., McAlester, Oklahoma, as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, known as Lease No. 122, in connection with the rent and lease of the following described equipment:

Daystar Led 3296d Marquee sign, sound system, portable goals, portable folding chairs, Tuff Sport Pana View Digit Scoreboards and Tuff Sport Shot Clock, all more particularly described in the lease.

Lessor and Lessee hereby desire and adopt, ratify and confirm the above referenced Lease and all of its terms and provisions for the fiscal year 2008.

CITY OF MCALESTER

FIRST NATIONAL BANK & TR. CO.

By: \_\_\_\_\_  
Kevin Priddle, Mayor

By:   
Roi Nelson, President & CEO

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

Date: 9-12-08

Lease 122

LEASE PURCHASE

THIS AGREEMENT, made and entered into on this the 28RD day of July, 2003 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:

Daystar Led 3296d Marquee Sign, Sound System, Portable Goals, Portable Folding Chairs, Tuff Sport Pana View Digit Scoreboards and Tuff Sport Shot Clocks all described in further detail per the invoices attached hereto and made a part hereof.

Item 2 - Lessee agrees to pay to Lessor as rental for the use of said equipment, the sum of \$2,619.33 monthly, commencing on August 28, 2003 and payable on or before the 28RD day of each month this contract is in force. It is mutually agreed that the purchase price of said equipment is \$142,236.12.

Item 3 - The term of this contract shall be from the date hereof to and including July 28, 2008, 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 28RD day of July 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 \$2,619.33 monthly, payable as here and before specified provided, through and including July 28, 2008, 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 3.99% 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 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 equip-

ment 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 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, 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 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.

**COPY**

LESSEE  
CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

by: *Dale Covington*  
Dale Covington, Mayor

by: *Bobbie Lany*  
City Clerk

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

BY: *Roi Nelson*  
Roi Nelson  
Executive Vice President



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 23, 2008 Item Number: 6  
Department: Police Department  
Prepared By: Jim Lyles Account Code: \_\_\_\_\_  
Date Prepared: September 16, 2008 Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

Consider, and act upon, declaring out dated bullet proof vests as surplus property and donating said equipment to CLEET to be distributed to other law enforcement agencies around the State.

### Recommendation

Motion to declare out dated bullet proof vests as surplus and donating the equipment to CLEET.

### Discussion

CLEET has requested that the City donate any expired bullet proof vests for the purpose of CLEET to donate same to smaller departments around the state. CLEET will provide a waiver of liability to the City upon receiving the vests. These vests, although expensive to purchase, have no value to the City of McAlester once they expire as they are not used after they expire. Donating them to such a cause helps out smaller departments around the state, and allows the Police Department to dispose of these vests as we cannot give or sell these items to the public.

Note: A total of 41 out dated bullet proof vests are to be donated to CLEET, if approved.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>J.L.</u>	<u>09/2/08</u>
City Manager	<u>MBR</u>	<u>09/16/08</u>



# McAlester City Council

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## AGENDA REPORT

Meeting Date: September 23, 2008 Item Number: 7  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: September 16, 2008 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, authorizing the collection and disposal of Pride In McAlester, Inc. roll-off containers and the free use of the City landfill each Saturday during the month of October 2008, upon showing valid resident identification.

### Recommendation

Motion to authorizing the collection and disposal of Pride in McAlester, Inc. roll-off containers and the free use of the City landfill each Saturday during the month of October, 2008 upon showing valid resident identification.

### Discussion

Pride in McAlester, Inc. has scheduled an October, 2008 Cleanup Campaign, which they are requesting that the City empty their roll off containers and allow McAlester residents to dump free at the City landfill during the month of October upon showing a current water bill and a valid drivers license denoting residency, for example.

### Approved By

*Initial* *Date*

Department Head

City Manager

MBR

09/16/08



Council Chambers  
Municipal Building  
September 9, 2008

The McAlester Airport Authority met in regular session on Tuesday, September 9, 2008, at 6:00 P.M. after proper notice and agenda was posted September 3, 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. Condit and seconded by Mr. Mason to approve the following:

- **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)* There were no claims for this period.
- **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)* In the amount of \$2,510.00.

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. Condit moved for the meeting to be adjourned, seconded by Mr. Mason. 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  
September 9, 2008

The McAlester Public Works Authority met in Regular session on Tuesday, September 9, 2008, at 6:00 P.M. after proper notice and agenda was posted September 3, 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. Wilkinson and seconded by Mr. Browne to approve the following:

- **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*) In the amount of \$29,454.43
- **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*) In the amount of \$101,640.72

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
August 26, 2008

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

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

- **Approval of the Minutes from the July 22, 2008, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of September, 2008.** *(Sherri Alessi, Assistant Chief Financial Officer)* In the amount of \$35,796.00.

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

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

Chairman Lewis declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin E. Priddle, Chairman

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Cora Middleton, Secretary