

NOTICE OF REGULAR MEETING

BOARD OF COUNTY COMMISSIONER'S FOR ROGERS COUNTY, OKLAHOMA

PLACE: Rogers County Courthouse, 219 South Missouri, Room 1-109, Claremore, Oklahoma

DATE & TIME: Monday, November 8, 2010, at 9:00 O'clock A.M.

MINUTES

ITEM 1: CALL TO ORDER:

Chairman Kirt Thacker called the meeting to order at 9:01 A.M.

ITEM 2: ROLL CALL TO ESTABLISH QUORUM:

Determine that Notice of Meeting and Agenda were properly posted in accordance with the Oklahoma Open Meeting Act.

Chairman Kirt Thacker, Commissioner Dan DeLozier and Commissioner Mike Helm were present and quorum established.

ITEM 3: FLAG SALUTE:

Commissioner Helm led the salute and Pledge of Allegiance to the American Flag.

ITEM 4: PRAYER:

Commissioner Helm said a prayer.

ITEM 5: APPROVAL OF MINUTES: November 1, 2010

Commissioner Helm made a motion to approve the minutes from November 1, 2010, as presented with Chairman Thacker seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

ITEM 6: UNFINISHED BUSINESS: None presented.

ITEM 7: ZONING:

1. Hearing with possible action regarding Notice of Appeal filed by Mack Greever, Attorney, for Gary Jr. and Donna Burger on Application for Change of Zoning from RS-60 residential to CH (C4) R.V. sales on a tract of land located within the South 660 feet of the W/2 of the E/2 of the SE/4 of the SW/4 of Section 2, Township 21 North, Range 14 East of the I.B.&M., Rogers County, Oklahoma –

Commissioner Helm reported a letter from Mack Greever, attorney for applicant was filed with the Planning Commission Director and County Clerk's Office on Friday, November 5, 2010, around 2:45 P.M withdrawing the appeal; Commissioner Helm, along with county engineer Brian Kellogg and Magan Green, Planning Commission Director met with the applicant several times; Green has done an excellent job with the community having input on the subject and also to follow the law that is set before us, therefore, the Notice of Appeal has been withdrawn and the item stricken from the agenda and will not be heard. No action taken.

Bruce Holden, 16700 East 120th Street North, Owasso, Oklahoma, was present at the meeting and informed the Notice of Appeal had been withdrawn.

ITEM 8: PLATS: None presented.

ITEM 9: ROADS AND BRIDGES:

1. Discussion with possible action regarding Approval/Disapproval for payment of Invoice #264 in the amount of \$2,500.00 from Guy Engineering Services, Inc., for right-of-way staking completed February 12, 2010, on Bridge #79 over Dog Creek; Project #BRF-166C(219)CO; State Job #25744(05) for \$2,500.00 in District #1 to be paid from CBRI funds - ***NOTE***Board approved payment to be made to ODOT on May 3, 2010, meeting*** (D#2)

Commissioner DeLozier stated he did not put this item on the agenda and was not aware it was on the agenda until today; we approved this payment on May 3, 2010, with ODOT claim form 324a. Commissioner Helm stated these funds are under the \$567,725.59 that ODOT sent back to the county with the paperwork for the invoices that are still sitting out there unpaid and this would be clearing those outstanding invoices up to be paid from CBRI funds and we have already approved them by Board action and this is the CBRI funds ODOT held and did not make the payment and was sent back to the county; the action is for payment to be made from the CBRI monies, it has to first go before the Board and be approved to be paid from fund 105 CBRI funds.

Commissioner DeLozier commented we made the deal that the CBRI monies went to the Commissioner with the BR money coming up and Chairman Thacker concurred. Commissioner Helm explained the extra CBRI monies that is not already under contractual agreements would go to the Commissioner with the BR money coming up next; but these are under contract. Commissioner DeLozier stated he has paid for just about everything for that bridge out of

one cent monies and has not used CBRI monies for that particular reason, that we decided not to use the CBRI monies and whichever Commissioner's district that has the BR bridge for that year would get the CBRI monies, and this year was for District #3 and District #1 has been all of the right-of-way acquisitions, etc. out of one cent, because that was the deal we made as County Commissioners.

Commissioner DeLozier made a motion to pay the \$2500.00 invoice to ODOT out of one cent money, if the claim has not already been paid, with Chairman Thacker seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

2. Discussion with possible action regarding Approval/Disapproval for payment of \$112,860.00 on reimbursement of right-of-way acquisition costs on Bridge #98 over Elm Creek, Project #STP-166C(210)CO: State Job #25427(05) to be transferred from CBRI funds to District #2 One Cent Sales Tax M&O account - ***NOTE***Board approved payment to be made to ODOT on May 3, 2010, meeting*** (D#2)

Commissioner Helm reported, this item is again the same thing, contractual improvements that were in the STP grant, which was paid out of our one cent monies; now that the CBRI monies have been sent back to the counties from ODOT in the amount of \$567,725.59; this item is to reimbursement District #2 one cent account. Commissioner Helm made a motion to approve.

Chairman Thacker asked, how much of the CBRI money has District #2 used in the last four (4) years? Commissioner Helm answered, approximately \$500,000.00. Commissioner DeLozier replied, in the May 3rd minutes it reads "Commissioner Helm reported this is on the STP contract and does not affect any of our money, and is a portion of the \$1,000,000.00 granted in the STP grant". Commissioner Helm replied, that is exactly correct, these funds were set aside in the STP monies, it is the same money that was set aside when we did the engineering and the documents show the engineering was done and right-of-way utilities were put in there.

Commissioner DeLozier stated he has been spending all of my money on Bridge #79 project out of one cent monies and not used CBRI monies, because we made the deal CBRI monies would be used by the Commissioner to help with his BR bridge in the year he was building his BR bridge and this year was District #3 bridge. Commissioner Helm stated we have already approved that through ACCO (Association of County Commissioners) on the BR's and through CED (Circuit Engineering District) meetings and this is simply to do with the STP grant where engineering for the utilities and right-of-way is put over there to take care of that. Chairman Thacker stated STP and CBRI funds are not the same thing. Commissioner Helm replied, they are from the same funding source. Chairman Thacker replied, well, I'm out. Motion died for a lack of second. No action taken.

ITEM 10: CASH FUND ESTIMATE OF NEEDS AND REQUEST FOR APPROPRIATIONS:
None presented.

ITEM 11: TRANSFER OF FUNDS:

1. District #3 Unrestricted Highway salaries to District #1 Unrestricted Highway M&O - \$20,000.00
2. District #3 Unrestricted Highway M&O to travel - \$1,000.00
3. Sheriff Civil Fees capital outlay to M&O - \$5,000.00
4. District #2 Unrestricted Highway capital outlay to travel - \$1,500.00
5. District #2 CBRI funds to District #2 One Cent Sales Tax - \$112,860.00 – No action taken - ***NOTE***see also Item 9 Roads and Bridges Items 1 & 2***
6. District #1 CBRI funds to District #1 One Cent Sales Tax - \$2,500.00 – No action taken - ***NOTE***see also Item 9 Roads and Bridges Items 1 & 2***

Chairman Thacker made a motion to approve Items 1, 2, 3 & 4 under transfer of funds as presented with Commissioner DeLozier seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

ITEM 12: UTILITY PERMITS:

1. A T & T – beginning 660 feet from the SW/corner of Section 11, Township 21 North, Range 16 East, place buried fiber to cross Murray Road on south side of Highway 20 approximately 30 inches; then west along south side of Murray Road approximately 70 feet to new hand hole, in District #3 – (Comm. Office)

Chairman Thacker made a motion to approve only the portion of the utility permit that lies within county jurisdiction and recommended A T & T contact Oklahoma Department of Transportation (ODOT) for any portion that lies along Highway 20 that is within the jurisdiction of ODOT with Commissioner DeLozier seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

ITEM 13: CLAIMS:

1. Salaries – None presented.
2. Attendant Care – None presented.

ITEM 14: BLANKET PURCHASE ORDERS:

1. Materials, Supplies, Parts, Groceries & Prescriptions – Assessor's Office: District #3 Warehouse, \$400.00 – Chairman Thacker

made a motion to approve the blanket purchase order as presented with Commissioner DeLozier seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

2. Orders Exceeding Amount of Issuance – None presented.

ITEM 15: AGENDA ITEMS:

1. Discussion with possible action regarding reimbursement of employees \$250.00 deductible for 2011 health insurance from Wellness Project and cigarette/tobacco tax monies – (D#2)

Commissioner Helm reported this item is regarding the new insurance the Board approved for 2011 where there will be a deductible of \$250.00 which we as a Board can reimburse the employee from the cigarette & tobacco tax collected monthly once they have met their deductible.

Assistant District Attorney, Barry Farbro, stated without having researched the cigarette and tobacco tax provisions, I don't feel those are restricted funds, they have been being deposited into general fund, they are not designated for any type of tobacco or anti-cigarette purpose or for wellness purposes either; questions and concerns I have would be the reimbursement to the employee, would that have to be shown as income to the employee and a 1099 issued and whether or not every employee would use that \$250.00; additional income might create a problem with the salaries that have been previously approved with the different levels of deputy/employees because it would exceed and it is my understanding this would be money going directly from the county to the employee, which is different than a benefit provided to the employee; there are similarities to the proposal to provide a wellness program for the employee by paying memberships to recreation centers, there is not statutory authority for that; Farbro stated he would try to have an answer for the Board by next week, but could not guarantee it.

Gene Haynes, District Attorney, stated he felt this is an admirable thing to do to try and help the employees out with their deductible, was wandering since Chairman Thacker was in charge of negotiating the new health insurance policy, could the possibly be written with no deductible, which would achieve the same thing. Mike O'Brien with Employee Benefit Professionals, LLC, explained the rate increase with no deductible would be 8% instead of the 4%, which amounts to approximately \$50,000.00. Discussion only, no action taken.

2. Discussion with possible action regarding Update and Progress of E911 Trust and Inter-Local Agreements with participating entities on E911 services – (D#1) ***NOTE***this item was discussed at November 1, 2010, meeting***

Gene Haynes, District Attorney, spoke on the matter and explained several weeks ago the Board voted to form a 911 trust for the purpose of being in charge of the management of the E911 Center; and at that time Mr. Farbro and I had questions about whether a trust could be used for that purpose, because of the fact that trusts are normally used to sell bonds and arrange financing; but after further discussions, we have come to the conclusion if 911 monies from various entities was coming in, then a trust could be used for that purpose; we have decided it could be used that way; if you do form a trust you need to decide who the trustees would be, whether you would want one or more of the Board of County Commissioners, whether you want every entity that is participating in the E911 Center to be a trustee; once a trust is formed it becomes its own legal entity and the county would remain the beneficiary of it; it is somewhat inflexible in terms if you ever need to amend it to change the trustees; another problem is if you form a trust, all the people who would work for the trust, the 911 Director and all the employees would be employees of the trust, and not county employees, in our opinion; if they were to remain county employees, they would have the same benefits; if run by a trust would have to adopt own policies, vacation/sick leave, salaries and benefit policies; salaries would be set by the trust and not by the scale that has been set by the county Excise Board.

Haynes continued, an alternative is the possibility of doing interlocal agreements between the county and all the participating entities; each year all entities that want to participate in the 911 Center would sign an agreement and the county would sign the agreement, with the agreement being that the management of the 911 Center would be run by the various participating entities; and if the goal is to try and move the control of the E911 Center off of the Board of County Commissioners over onto a group who benefits from it, Haynes feels it would be better to do; reason is it is more flexible and in a particular year one of the entities chooses to opt out, they would not get to participate in the management of the 911 Center; whereas, on a trust you would not have that ease of flexibility.

Chairman Thacker asked, what happens if a trust is formed and one entity decides they do not want to participate any longer? Haynes it would depend on how many trustees you set up; for instance, are you going to make every entity that participates have a trustee representing them on the board; if an entity decides they don't want to participate anymore for the next fiscal year, their trustee is still going to be a trustee, because that is the way the trust is set up; once a trust it set up, it is its own legal entity.

Chairman Thacker asked, what if a trust is not formed and the Board of County Commissioners retain control of it, where would entities 911 calls go if they elect not to participate? Haynes answered, right now we currently have the City of Claremore and Rogers County providing 911 services; the calls would probably still come into the 911 Center and then be referred to their own dispatching, instead of being dispatched directly. Each entity needs to decide each year if they want to continue to participate.

Commissioner DeLozier stated, in all the discussions we have had on the

participants of a trust, fire departments would have one representative, each city would have a representative, the county would have one representative, ambulance departments one representative; no one would have any stronger power in voting over the other one; would fashion after Criminal Justice Authority with possibly seven or nine trustees. Haynes stated, the question is does the Board wish to have control of the 911 Center vested in this group instead of the Board retaining that; that is really the three choices, does the Board keep control; enter into a trust or interlocal agreements.

Barry Farbros, Assistant District Attorney, commented in all the discussions he and Gene (Haynes) had, if you form a trust there still has to be some mechanism that requires the participating entities to pay a fee for the dispatching service; that is the option, you either do your own dispatching or you contract with somebody else to do it; my argument is, why form a trust and then still have to enter into an interlocal cooperation agreement when the statutes for the cooperation agreements allow the parties to form an entity, and if they don't form a joint board for all the participants sign on; and if one of the entities elects to opt out, then they just merely don't execute the contract that is up for renewal the next fiscal year or of there is a provision in the contract for someone to opt out with so many days notice could; that document still has to be drafted and decide who is going to pay for what for the services provided by the facility; from a professional standpoint my preference would be an interlocal cooperation agreement and forego forming another trust.

Chairman Thacker asked, is there a benefit to forming a trust as far as liability on the county? Farbros answered, the trust would be a separate legal entity, the county would be beneficiary, trust would have to obtain their own general liability insurance and other insurance. Haynes commented, there could be some liability advantages if a trust would not be formed.

Commissioner DeLozier stated, he still likes the idea of forming a trust, if an entity in the beginning opts to be in the trust, don't see any entity wanting to opt in or opt out each year and trust will run 911 Center totally. Farbros asked, another question is, who will own the facility, presume Rogers County is going to retain ownership and title and would have to enter into a lease agreement within a trust. Commissioner DeLozier continued, plus the E911 funds, the .50 cents tax that comes in would also be a part of the trust to run the center and also pay for the equipment; we do have a contract right now and are currently paying for equipment. Commissioner Helm stated, those funds are appropriations and would have to come through the Board to be appropriated to the trust.

Vicki Atchley commented one advantage of forming a public trust is the ability to apply for grants. Mickey Perry, Claremore Police Chief, asked Gene, you are saying once the trust is formed it cannot be amended to include new members? Haynes answered, it can be amended, it's just not as flexible as a contract. Bill Higgins, attorney, the interlocal agreement Barry (Farbros) has been referring to, would there be one agreement that would encompass all the entities? Haynes replied, that is what we envision, one agreement that all the entities that wanted to participate would sign on to and part of the agreement would be the Board of County Commissioners would grant to all the signers of that agreement the operational control of the 911 Center. Higgins continued, could that be used in conjunction with a trust also? Haynes replied, if you have a trust the trust would set up to manage the 911 Center and then each of the entities each year would still have to sign an interlocal agreement with the trust to participate each fiscal year.

Stan Brown, Claremore Assistant Police Chief, asked, if you have an interlocal agreement, how does that satisfy the county's requirement currently under the tax they collect to provide Phase II information to all public safety responders? Haynes answered, he was not familiar with that. Commissioner DeLozier answered, you would still have to dispatch to whoever their dispatcher is.

Haynes continued, however you decide to govern this 911 Center, is not holding up the construction of the 911 Center, in fact there is nothing to govern right now until we get the land bought and the center built. Commissioner DeLozier disagreed, in order to hire a director, we need a director in place to start putting everything together on the construction of the building and making sure all the proper equipment is in place.

Peggy McGehee, district field representative for Congressman Dan Boren, asked, is there anyone out there that we can compare this to, anybody else that has an E911 Center that we can look and see which works best for them? Vicki Atchley answered, Muskogee County has comparable 911 services to Rogers County.

Chairman Thacker replied, I am still trying to figure out which way is most beneficial to the users of 911 Center. Chairman Thacker made a motion to table this item for two weeks (November 22nd) to allow time for anyone who wants to visit the other counties trying to do the same thing Rogers County is and compare the way they do it and discuss the advantages and disadvantages with Commissioner DeLozier seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

3. Discussion with possible action regarding Agreement for Economic Development Services with Rogers County Industrial Development Authority (RCIDA) and the Board of County Commissioners – (DA)

Haynes reported a few weeks ago the Board voted to appropriate RCIDA \$143,716.80 for economic development and at that time Mr. Farbros recommended that before that money is paid to RCIDA that the Board have a new agreement that would govern what the county is getting for that money and what RCIDA is providing in exchange for that money; RCIDA's attorney, Larry Steidley, drafted an agreement; there are a few changes the D.A.'s office recommends, however, the main thing the Board needs to be informed about is how RCIDA would be paid;

paragraph five (5) of the agreement as drafted by Mr. Steidley, states the county agrees to compensate RCIDA in exchange for services of RCIDA as follows: the county shall pay to RCIDA all use tax proceeds not applied to the payment of debt service obligations on bonds issued for courthouse and E911 Center, said amount calculated as per the bond documents executed with the financing of the project; said funds would be paid each month or each months use tax collections would be paid on or before the 25th day of each month as funds become available, however, the county may retain \$48,000.00 in use tax collections to insure funds are available for the debt service; the first payment to RCIDA of \$143,716.80 is payable immediately upon approval of this agreement by both parties and future payments will commence in November 2010, and continue each month; that is the form of payment that is set out in the proposed contract proposed by RCIDA.

Chairman Thacker stated, so RCIDA's attorney wants to dictate to Rogers County what the county pays? Mickey Thompson, Director of RCIDA addressed that, the attorney for RCIDA acts on my behalf; I put in that contract what I thought the Board agreed to do the last time we agreed to pay the payment, if that is not right we need to fix it, but this was not Steidley dictating anything, this was my decision, because we could have waited months of where we would have a county contract.

Chairman Thacker asked, RCIDA gets, in my opinion, a lot of money and has been for years, for me, I see RCIDA doing what, that is where I leave off, what does the taxpayer get for the money that goes to RCIDA? Thompson described, in going back, we have collected a use tax for almost eleven years; in that period of time, RCIDA has accumulated \$2 million dollars worth in industrial development property, buildings and land; almost \$1 million dollars in cash in the bank; most of which will be expended on the Inola's Summerlin Industrial Park; that leaves \$2 million seven-thousand dollars remaining of the last eleven years; in that period of time, that divides up into \$182,000.00 a year annual average; part is salaries, benefits and employment taxes, insurance, engineering and legal services; marketing and business expenses and maintenance on properties; and if you add all that up that is more than \$182,000.00 annual average; in addition to that we have contributed \$40,000.00 to the Claremore Industrial Park purchase; we invested \$40,000.00 in the County Assessor's mapping software; we spend \$23,000.00 a year paying the county's dues to INCOG; feels if you compared to any other industrial trust within the state, you would be pretty impressed with that.

Chairman Thacker asked, how many jobs has RCIDA brought to Rogers County? Thompson answered, I have no idea, and I don't know how to go back and calculate that; if you want to tie me to jobs, spit out the number; how do we know what that is going to be, we don't know what the economy is going to be; if I can't get the community and County Commissioners to invest in incentives and other accommodations to attract businesses, then you can judge me on that; this is a team deal and if we are all not delivering what we need to deliver to accomplish whatever we agree to accomplish, then we don't have much of a measurement system at all; what I do will be obvious and a year from now, you will not be able to say that Mickey Thompson didn't do anything; I'll sign on to that if you will sign onto it with me, because it is not about me, I don't implement policy and I don't order the accommodations from the county or the municipalities; my role in economic development is subordinate to the role of policy makers; it is my job to coach, advise, bring you information based on what businesses are telling me they want and what they are going to need and if you want a delivery fine, but if you don't, I would like for you not to blame me, because what I'm telling you is what I'm hearing the customers say they want; fi they can go to Wagoner County to get that, then they will go to Wagoner County; we have to be ready to deliver it right now.

Farbro addressed some of the contractual issues he had; the original contract form was drafted by RCIDA in 1998; their attorney for RCIDA submitted a proposed contract, I have reviewed it and drafted some changes and provided those to my boss; a couple of items I felt were pretty important in the newly proposed contract that did not contain some original provisions from the 1998 contract and I have asked for a couple of those items be put back in the contract; the key thing was the funding mechanism and my draft removed references to the use tax; and my reason for that is back in March when the contract was amended by the county and RCIDA to accommodate the bond issue and some funding, it was my understanding the use tax would no longer be tied directly to the funding for RCIDA; that does not mean the use tax cannot be used to fund RCIDA or for any other lawful purpose; the amendment was in order to allow the use tax to be pledged to the re-payment of the bonds; the county and RCIDA through the projects agreement both have agreed to pledge 100% of the sales tax that was extended and 100% of the use tax, because we don't know how much will be collected within those taxes; in the amendment it eliminated the obligation connected to the use tax; feel by including a formula for funding tied to the use tax and have at the same time a projects agreement pledging 100% of the use tax, could potentially create conflict of interest between those two contracts; suggests the Board establish an amount that the Board is comfortable with providing to RCIDA for its annual budget; give them a budget and they know what they will have to work with; right now it fluctuates; but is totally the Board's decision.

Chairman Thacker stated, he visited with members of RCIDA and told them originally what we had talked about was the amount for bond indebtedness and then everything else went back to them. Thompson stated it is the agreement that everybody accepts, except Barry; every member of the board of RCIDA and our attorney remembered it just as you presented now; Thompson suggested, since they are beginning to spend money in reserves, you approve the contract today, we have eight months remaining, four months back, approve it for this year; we will re-draft the contract however the Board wants to do it; we need to get into business. Farbro replied, that he

could not in good conscious recommend the Board approve the contract submitted by RCIDA, it has eliminated the indemnification provisions in paragraph seven (7) that was in the original contract; and some other key language was not included. Haynes reported he felt those kind of things could be worked out; and the amount whether you want to it to the appropriation the Board has already agreed to give them or whether you want to give additional funds; maybe the language tying it directly to the use tax is somewhat of a problem, but you could word it some other way that if you wanted more money, leftover use tax money to go to RCIDA, I'm not saying you can't do that; you can give them all the use tax you want, just don't tie it to the formula in the contract. Chairman Thacker stated, for him personally, I'm going to stick to my word and give them what I originally agreed to; I'm excited about Mickey and I see them down there in Inola adding water lines, I'm good with that, but I'm one vote.

Commissioner Helm stated, what if we look at with legal counsels help, the \$143,716.80 that we have already agreed to give them, we put that in the contract and have them come back on a case-by-case project and come back to the Board and ask for additional financing.

Thompson stated RCIDA would not have any operating money; we have other sights we need to have developed; marketing materials that we don't have that we need; don't want to have the Board micro-manage economic development.

Farbro stated he would like the Board to be able to seek with legal counsel as drafted in response to RCIDA's contract; felt like he was drafting in accordance with the Board indication several months ago. Chairman Thacker commented, we keep delaying this. Farbro commented by supplemental letter is in draft and is available. Commissioner DeLozier stated give RCIDA the \$143,716.80 and the Board look at the letter; if we have to have a contract to give you the money, then lets tweak the contract and make it where everybody is happy with it and go on with it. Chairman Thacker stated we can't make everybody happy, but I feel like we need to give them their money, because I can see things happening.

Haynes suggested doing the proposed contract; we will add the indemnification clause and I don't feel Mr. Steidley will have any problems with some of the changes we have and go ahead through the contract pay them the amount the Board has already appropriated and then we can come back and amend the contract to give them the additional amount according to whatever the Board decides.

Commissioner DeLozier made a motion for Gene Haynes to meet with Larry Steidley, attorney for RCIDA and draft a temporary contract with proposed changes that include the appropriation for \$143,716.80 and once the D.A.'s office has the contract drafted, then the Chairman could sign the contract, the Board would vote to accept the contract with those changes we proposed with Chairman Thacker seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

4. Discussion with possible action allowing Deputy Brett Lauderdale, a regular, full-time employee to carry over forty (40) hours vacation into the upcoming year – (Sheriff)

Commissioner DeLozier made a motion to approve with Chairman Thacker seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

5. Discussion with possible action regarding Approval/Disapproval of Resolutions for Disposing of Equipment for District #3 as follows: 1997 Ford F80 Truck with distributor truck mounted, sn#GIFDXF8OC4VVA29240; Bush-Whacker Flex-Wing mower, sn#2017; Miller Dialarc welder, sn#HK293800; 14 foot Bushmaster Mower T-168, sn# 0811-11011; 14 foot Bushmaster Mower T-168, sn#0811-11010; to be sold at public auction and Dell Computer & Keyboard, sn#0932RY, to be junked – (D#3)

Chairman Thacker stated he would like to sell the distributor truck at the Mike Graham Auction, a county auction, in April 2011; other items listed to be sold at Chupps Auction in Inola on the 1st Saturday of every month, December 4th, with the exception of the computer and keyboard to be junked. Chairman Thacker made a motion to approve with Commissioner Helm seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

6. Discussion with possible action regarding Approval/Disapproval of County Clerk's Cash Book & Summary Report to the Commissioners for October, 2010 – (Clerk)

Chairman Thacker made a motion to approve with Commissioner DeLozier seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried.

ITEM 16: PUBLIC COMMENTS AND RESPONSES FROM BOARD MEMBERS: Limited to specific items on the Agenda that are listed and discussed at this meeting and limited in duration at the discretion of the Chairman -

Commissioner Helm requested District Attorney, Gene Haynes, to look into Item 15 Agenda Items #1, if premiums are paid out of general fund, how come the county cannot reimburse the employee for the \$250.00 deductible amount.

ITEM 17: ANNOUNCEMENTS: None presented.

ITEM 18: NEW BUSINESS:

1. Consideration and possible action with respect to any other matters not know about or which could not have been reasonably foreseen prior to posting the agenda - None presented.

ITEM 19: PAYMENT OF PURCHASE ORDERS FROM ALL DEPARTMENTS:
(Materials, Supplies, Parts, Groceries & Prescriptions)***NOTE***see attached list
of all claims that were approved for payment on Monday, November 8, 2010***Commissioner Helm
made a motion to approve payment of all purchase orders from all departments as presented with
Chairman Thacker seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion
carried.

ITEM 20: RECESS OR ADJOURNMENT:
Chairman Thacker made a motion to adjourn the meeting with Commissioner
Helm seconding the motion. Roll Call: Thacker-aye, DeLozier-aye, Helm-aye. Motion carried and
meeting adjourned at 11:02 A.M.

BOARD OF COUNTY COMMISSIONERS
ROGERS COUNTY, OKLAHOMA

By: _____
Peggy Armstrong, Rogers County Clerk

(SEAL)

*Notice of said meeting was filed in the Office of the County Clerk on Thursday, November 4, 2010, at 3:50 P.M.
and posted on the Courthouse Bulletin Board; Outside the Commissioner's Meeting Room; on the Exterior
Window at the Southeast Entrance and Front Door Entrances to the Courthouse; on the wheelchair ramp door;
and on the county web site.*