



McAlester City Council

NOTICE OF MEETING

REVISED Regular Meeting Agenda

Tuesday, March 11, 2014 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison.....Mayor
Weldon Smith.....Ward One
John TitsworthWard Two
Travis Read, Vice Mayor.....Ward Three
Robert Karr.....Ward Four
Buddy GarvinWard Five
Jason Barnett.....Ward Six

Peter J. Stasiak.....City Manager
William J. Ervin.....City Attorney
Cora M. Middleton.....City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

SWEARING-IN CERMONY

Judge Deborah Hackler will administer the Oath of Office to the Council member:

- Oath of Office – Council Member for Ward 2, John Titsworth

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 February 25, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for February 18, 2014 through March 4, 2014. *(Toni Ervin, Chief Financial Officer)*
- C. Concur with Mayor's Re-Appointment of Mark Emmons, 504 E. Washington, McAlester 74501 to the Planning Commission for a term to expire May 31, 2017. *(Steve Harrison, Mayor)*
- D. Concur with Mayor's Re-Appointment of Harvey Bollinger, 2702 Hardy Springs, McAlester 74501 to the Planning Commission for a term to expire May 31, 2017. *(Steve Harrison, Mayor)*
- E. Concur with Mayor's Re-Appointment of Justin Few, 1423 Timber Lane, McAlester, Ok 74501 to the Planning Commission for a term to expire May 31, 2017. *(Steve Harrison, Mayor)*
- F. Concur with Mayor's Re-Appointment of John McNally, 702 Flamingo, McAlester 74501 to the Planning Commission for a term to expire May 31, 2017. *(Steve Harrison, Mayor)*
- G. Concur with Mayor's Re-Appointment of John McNally, 702 Flamingo, McAlester 74501 to the Board of Adjustment (BOA) for a term to expire March 31, 2017. *(Steve Harrison, Mayor)*
- H. Consider and act upon, authorizing the Mayor to sign an agreement between the City of McAlester and MegaPath for providing local and long distance calling services. *(James Stanford, IT Computer Specialist)*
- I. Ratify and approve for a one-year term an Agreement between the City of McAlester and the Missouri-Kansas-Texas Railroad Company for a Private Road Crossing License. *(Cora Middleton, City Clerk)*
- J. Ratify and approve for a one-year term Agreement between the City of McAlester ex rel McAlester Public Library Board and the Southeastern Public Library Board System of

Oklahoma, a multi-county public library system, relating to the use of that part of the premises for administrative offices and service center. *(Cora Middleton, City Clerk)*

- K. Tabled from Previous Meeting. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- L. Tabled from Previous Meeting. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Take necessary steps to fill Ward 4 Council seat. *(Cora Middleton, City Clerk)*
 - a. Consider, and act upon, declaring a vacancy in Ward 4 Council seat.
 - b. Consider, and act upon, a resolution setting the Special election date for Ward 4.

Executive Summary

- a. Motion to declare Ward 4 Council seat as vacant.
- b. Motion to approve resolution setting the Special election dates for Ward 4.

2. Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

3. Discussion, and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the purchase of Firefighting Bunker Gear, approx. cost not to exceed \$6,000.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

4. Discussion, and possible action, on approval of expenditures related to the Fire Department. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the replacement of our 2001 ford E-350 ambulance. Approx. cost to the city, \$150,000.

5. Consider and act upon a recommendation from the McAlester Cemetery Board to expend Cemetery Perpetual Care Funds for the purchase of (2) zero turn mowers, roof replacement at office building, trees for Cemetery grounds and funeral set-up supplies. (*Mel Priddy, Community Services Director*)

Executive Summary

Motion to approve Cemetery Board recommendation to purchase (2) zero turn mowers, roof replacement for office, trees for grounds and funeral set-up supplies.

6. Consider and act upon to approve agreement with Tyler Technologies to provide products and services and authorize the Mayor to sign subject to the City Attorney recommended change.

Executive Summary

Motion to approve agreement and authorize the Mayor to sign.

NEW BUSINESS

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes.

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the February 25, 2014 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 4, 2014. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign an agreement between the City of McAlester and MegaPath for providing local and long distance calling services. *(James Stanford, IT Computer Specialist)*
- Confirm action taken on City Council Agenda Item 1 Confirm action taken on City Council Agenda Item 1, to take necessary steps to fill Ward 4 Council seat. *(Cora Middleton, City Clerk)*
 - a. Consider, and act upon, declaring a vacancy in Ward 4 Council seat.
 - b. Consider, and act upon, a resolution setting the Special election date for Ward 4.
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the February 25, 2014 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 4, 2014. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item K, Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item L, Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 1, to take necessary steps to fill Ward 4 Council seat. (*Cora Middleton, City Clerk*)
 - a. Consider, and act upon, declaring a vacancy in Ward 4 Council seat.
 - b. Consider, and act upon, a resolution setting the Special election date for Ward 4.
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)

ADJOURN MPWA

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1 & Section 307 B.2 et. seq. Oklahoma Statutes, to wit:

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: IAFF & FOP

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2014 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, February 25, 2014, at 6:00 P.M. after proper notice and agenda was posted, February 24, 2014, at 10:41 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Reverend Dr. Charles Neff of the First United Methodist Church, gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Jason Barnett & Steve Harrison

Absent: Buddy Garvin

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Kirk Ridenour, Economic Development Manager; Toni Ervin, CFO; Timmy Don Adams, Public Works Operations Supervisor; Tim Murray, Utility Maintenance Foreman; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Regina Peoples, Executive Director of Pride In McAlester addressed the Council updating them on Pride's activities in February and informed them that there were two (2) Community work days in March. The first was March 8, 2014, at Hutchison Park to work on the Choctaw village and the second would be March 15, 2014, behind Taco Mayo to pick up litter.

Ginny Webb, Executive Director of McAlester Main Street Program, updated the Council on the results from the recent membership drive and that the Community Garden group would be adding herbs to the planters in Down Town. She also commented that on March 10th a Representative with the State Historic Preservation Office would be in town to review Old Town and Down Town and would determine what could be done for the City.

Consent Agenda

- A. Approval of the Minutes from the February 11, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- B. Approval of Claims for February 5, 2014 through February 18, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$114,920.87; Nutrition - \$1,389.03; Landfill Res./Sub-Title D - \$19,274.00; Employee Retirement - \$5,329.16; Tourism Fund - \$726.58; SE Expo Center - \$5,940.87; E-911 - \$6,552.17; Economic Development - \$886.93; Grants & Contributions - \$901.47; CDBG Grants Fund - \$1,420.00; Fleet Maintenance - \$56,440.74; Worker's Compensation - \$941.68 and CIP Fund - \$29,928.53.
- C. Consider, and act upon, to expend funds of \$2500.00 for the Mayor to attend the McAlester Stampede in Washington D.C. on May 6-9, 2014. *(Peter J. Stasiak, City Manager)*
- D. Tabled from Previous Meeting. Consider and act upon to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 134947-TW. *(Cora Middleton, City Clerk)*
- E. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- F. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- G. Concur with Mayor's Re-Appointment of Brent Grilliot, 528 E. Adams Avenue, McAlester 74501 to the McAlester Regional Health Center Authority for a term to expire February, 2020. *(Steve Harrison, Mayor)*

Vice-Mayor Read requested that items "D, E and F" be pulled for individual consideration.

Mayor Harrison commented that Manager Stasiak asked to have item "B" pulled from the Consent Agenda. Mayor Harrison stated that the Consent Agenda consisted of items "A, C, and G".

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve Consent Agenda items "A, C and G.

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

AYE: Councilman Smith, Read, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

- B. Approval of Claims for February 5, 2014 through February 18, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$114,920.87; Nutrition - \$1,389.03; Landfill Res./Sub-Title D - \$14,969.00; Employee Retirement - \$5,329.16; Tourism Fund - \$726.58; SE Expo Center - \$5,940.87; E-911 - \$6,552.17; Economic Development - \$886.93; Grants & Contributions - \$901.47; CDBG Grants Fund - \$1,420.00; Fleet Maintenance - \$56,440.74; Worker's Compensation - \$941.68 and CIP Fund - \$29,928.53.

A motion to approve Consent Agenda Item "B" was made by Councilman Smith and seconded by Vice-Mayor Read.

Before the vote, Manager Stasiak explained that two (2) payments had been made to Big Mac for the same service and that the duplicate payment had been voided. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

- D. Tabled from Previous Meeting. Consider and act upon to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 134947-TW. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Titsworth and seconded by Councilman Smith to concur with Oklahoma Municipal Assurance Group's recommendation to deny Claim No. 134947-TW.

Before the vote, Vice-Mayor Read stated that he had asked for this item to be removed to discuss the process used when staff responded to this type of claim. He commented that in the future when an employee responded, they needed to get pictures. He added that this could help in making decisions, no matter the insurance's decision. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Titsworth, Smith, Read, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

- E. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Smith and seconded by Councilman Karr to approve ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorize the Mayor to sign ADDENDUM NO. 6.

Before the vote, there was discussion among the Council, Manager Stasiak and Attorney Ervin regarding the rate that was charged last year, what affected the amount that was charged and when the new rate would go into effect.

After the discussion, Vice-Mayor Read moved to table for further information. The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Karr, Barnett & Mayor Harrison

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried.

- F. Consider, and act upon, approving ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Smith and seconded by Councilman Karr to approve ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorize the Mayor to sign ADDENDUM NO. 6.

Vice-Mayor Read moved to table ADDENDUM NO. 6, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6. The motion was seconded by Councilman Smith.

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

AYE: Councilman Read, Smith, Barnett, Karr & Mayor Harrison

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to open a Public Hearing to address two (2) Ordinances. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth, Barnett, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:16 P.M.

Public Hearing

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING SECTION 2-67. PERSONNEL POLICIES OF THE CODE OF ORDINANCES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There were no comments from the Council or the audience. Councilman Smith moved to close the Public Hearing, seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:17 P.M.

Scheduled Business

1. Consider and act upon accepting the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2013.
(Mike Gibson, Cole & Reed and Toni Ervin, CFO)

Executive Summary

Motion to accept the annual Audit for Fiscal Year ending June 30, 2013 for the City of McAlester.

Councilman Smith moved to accept the City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2013. The motion was seconded by Vice-Mayor Read.

Before the vote, Mike Gibson addressed the Council informing them that his firm had issued an unmodified opinion on the City's Financial Statements. He added that this was the opinion that was wanted.

Toni Ervin informed the Council that the Finance Department had filled out a CAFR report, explaining that this furnished a lot of historical information and they would be filing it with the GFOA.

Mr. Gibson explained that this report provided a lot of transparency and the City was hoping to receive the Certificate of Excellence. He added that the first time the report was filed the City might not received the certificate.

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

AYE: Councilman Smith, Read, Karr, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

2. A. McAlester Public Library Presentation and Discussion. (Presenter Mr. Bob Basolo)

B. Consider and Act Upon to renew a Resolution supporting a new Public Library Building and endorsing a fund raising campaign by the Friends of the Library of McAlester, Inc.

Executive Summary

Motion to approve renewing Resolution.

Bob Basolo addressed the Council regarding the McAlester Public Library's activities. He then introduced Christine Sauro, Head Librarian. Ms. Sauro addressed the Council reviewing the various activities for all ages and how busy the Library was during the different seasons.

Mr. Basolo introduced Emily Dunnagen who explained the reason that the Friends of the Library needed a Resolution from the City of McAlester. She reviewed which entity provided or maintained the Library. She reviewed the statistical information regarding the reasons that McAlester needed a new library.

There was discussion among the Council including Mr. Basolo concerning the square footage of the proposed library, the site the group had located for the new library, the location, funding for the new library, the number of books that are discarded annually and the percentage of McAlester residents that use the library.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve RESOLUTION NO. 14-02, supporting the efforts of the Friends of the Library to raise funding for a new library.

Before the vote, Manager Stasiak commented that there were some recommended changes to the Resolution. He read the changes and commented that if the Council were okay with those changes they would be made prior to the Mayor signing the Resolution.

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

AYE: Councilman Smith, Read, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried

3. Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, CFO*)

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2489

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2489**.

Before the vote, Toni Ervin addressed the Council reviewing the exhibits to the amendment. She informed the Council that this amendment would appropriate funding for the 30 inch Pump Header Replacement Project, the Economic Development Strategic Analysis Project and donations for the Disc golf course and a Firewise Grant.

After a brief discussion concerning the Pump Header the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried

Vice-Mayor Read moved to approve the EMERGENCY CLAUSE, seconded by Councilman Karr. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Karr, Barnett, Smith, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

4. Consider, and act upon, authorizing the appropriation of \$230,000 for the replacement of the 30 - inch header pipe at the Water Treatment Plant. (*John Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve the appropriation of \$230,000 for the replacement of the 30- inch header pipe at the Water Treatment Plant.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to authorize the appropriation of \$230,000 for the replacement of the 30 - inch header pipe at the Water Treatment Plant.

Before the vote, John Modzelewski explained that this was a follow up from the previous meeting where the replacement of the 30 inch header pipe was discussed and the funds for the replacement of the meter was requested to be added. He commented the meter would measure the amount of water that was treated.

Councilman Barnett clarified that after this appropriation the City would submit this project out for bid. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

5. Consider, and act upon, approval of Change Order No. 1, for an extension of six days to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. *(John Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Motion to approve Change Order No. 1 for the extension of time to the construction contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

A motion as made by Councilman Smith and seconded by Vice-Mayor Read to approve Change Order No. 1 for the extension of six (6) days to the construction contract with Austin Paving, LLC, for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue.

Before the vote, John Modzelewski addressed the Council explaining that adverse weather conditions were the reason for this request.

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

AYE: Councilman Smith, Read, Barnett, Titsworth, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

6. Consider, and act upon, approval of Change Order No. 2 to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue due to the unexpected relocation of an unidentified sewer service line. *(John Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Motion to approve Change Order No. 2 for the unexpected relocation of an unidentified sewer service line.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve Change Order No. 2, with Austin Paving, LLC, for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue due to the unexpected relocation of an unidentified sewer service line.

Before the vote, John Modzelewski addressed the Council explaining that the company had encountered a sewer service line that had not been documented on any of the City maps.

There was a brief discussion among the Council, Mr. Modzelewski, Tammy Robinson and Jared Eddy, with EST Consultants, concerning where the private sewer line was located, why there were two (2) manholes instead of one (1), the base material, and using a concrete patch on street repairs instead of asphalt.

Vice-Mayor Read asked that Mr. Modzelewski read in detail what Change Order No. 2 actually would entail and the following information be entered verbatim into the minutes of the meeting.

Mr. Modzelewski stated “CIP No. 1: Seventeenth Street from Comanche to South Avenue. The following changes are made to the Contract Documents: This Change Order requests funding to relocate an unknown sewer service line. This work will require an extension of seven (7) days to the contract time and increase the contract by \$27,439.12 for a total contract price of \$611,481.17. The date for substantial completion will be July 8, 2014.”

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

AYE: Councilman Smith, Read, Barnett, Titsworth, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

7. Discussion and possible action on Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor accepting application of enclosed business as an applicant. *(Toni Ervin, CFO)*

Executive Summary

Our recommendation would be to accept this business as an applicant and authorize Mayor to sign certificate of acceptance as a participant in the Retail Sales Tax Incentive Program.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to accept the applications of “The Urban Overlook” and “Back Alley Billiards” as participants in the Retail Sales Tax Incentive Program and authorize the Mayor to sign the certificates.

Before the vote, Toni Ervin addressed the Council explaining that both applicants meet the requirements to participate in the Program.

After a brief discussion regarding the locations of the businesses, the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon, an Ordinance on proposed revised Personnel Policies, including Drug and Alcohol Testing Policies, for amendment of the City Code section 2-67 and

repeal of any previous Personnel Policies, Employee Handbook, and Administrative Policies; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*

Executive Summary

Staff recommends discussion of any changes, questions, concerns, and a motion to approve the Revised Personnel Policies.

ORDINANCE NO. 2490

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING SECTION 2-67. PERSONNEL POLICIES OF THE CODE OF ORDINANCES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve the revised Personnel Policies.

Before the vote, Toni Ervin addressed the Council explaining that the changes made to the City's Personnel Policies were to bring them into legal compliance and no employee benefits had been changed.

After a brief discussion, the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Vice-Mayor Read moved to approve the EMERGENCY CLAUSE, seconded by Councilman Karr. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Karr, Smith, Titsworth, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that he would be in National Incident Management System (NIMS) training for the next couple of days. He informed the Council that several employees were working on a "Fun Day" that would coordinate with Armed Forces Day and the first of the Movies in the Park. He added that all funds raised would be donated to Hope House.

Remarks and Inquiries by City Council

Vice-Mayor Read inquired about the money from AT&T for the tower lease. Manager Stasiak commented that the City should receive the funds ninety (90) days after the permit application.

Councilman Karr expressed his gratitude to the citizens of 4th Ward, commenting that it had been a privilege to serve on the Council. He stated that he believed that McAlester was moving in the right direction with the Administration and Council. He then thanked the City's Administration and Council.

Councilmen Smith, Titsworth and Barnett did not have any comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Harrison thanked Councilman Karr for his service on the Council.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Barnett, Titsworth & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:33 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:35 P.M.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to recess the Regular meeting for an Executive session in accordance with Title 25, Sec. 307.B.4., for confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:

- City of McAlester v. Randy Green
- Fender v. City of McAlester
- Burris v. City of McAlester
- Wagoner v. City of McAlester

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

AYE: Councilman Smith, Read, Karr, Barnett, Titsworth & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:35 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.4 et.seq. Oklahoma Statutes, to wit:

1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:

- City of McAlester v. Randy Green
- Fender v. City of McAlester
- Burris v. City of McAlester
- Wagoner v. City of McAlester

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:26 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307.B.4., for confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:

- City of McAlester v. Randy Green
- Fender v. City of McAlester
- Burris v. City of McAlester
- Wagoner v. City of McAlester

Only that matter was discussed, no action was taken and the Council returned to open session at 8:26 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

There being no further business to come before the Council, Councilman Smith moved for the meeting to be adjourned, seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 8:26 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

February 18, 2014

Thru

March 4, 2014

PACKET: 11150 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	TONI ERVIN	I-201402255951	01 -5211331	EMPLOYEE TRAV CLEAR & TREASURE SF CONF	068196	339.97
	RICHARD BEDFORD	I-201402255952	01 -5321202	OPERATING SUP REIMB FOR VINYL	068197	56.50
01-A00026	AT & T LONG DISTANCE					
		I-201402185931	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE SVS	068169	211.02
01-A00150	ACME JANITORIAL					
		I-635754	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	068222	392.90
01-A00200	ALAM CRUE VALUE & AG SU					
		I-237284	01 -5542203	REPAIRS & MAI SUPPLIES & HOSES FOR REP	068223	55.00
		I-257639	01 -5542203	REPAIRS & MAI SUPPLIES & HOSES FOR REP	068223	61.25
		I-257686	01 -5542203	REPAIRS & MAI SUPPLIES & HOSES FOR REP	068223	49.99
01-A00267	AIRGAS, INC					
		I-9024626417	01 -5432202	OPERATING SUP EMS SUPPLIES	068224	192.99
		I-9915748219	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE LEASE	068224	37.51
		I-9915748219	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE LEASE	068224	26.39
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201402185934	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	068170	62.95
		I-201402255954	01 -5865328	INTERNET SERV INTERNET SVS- PUBLIC WORKS FAC	068198	83.88
01-A00751	ATWOODS					
		I-1923/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068225	63.94
		I-1925/9	01 -5431203	REPAIRS & MAI PAINT SUPPLIES	068225	71.40
		I-1930/9	01 -5431203	REPAIRS & MAI PAINT SUPPLIES	068225	46.64
		I-1931/9	01 -5431203	REPAIRS & MAI PAINT SUPPLIES	068225	3.19
		I-1932/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068225	38.96
		I-1933/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068225	96.26
		I-1940/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068225	96.93
		I-1942/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068225	42.97
		I-1944/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068225	19.99
01-B00089	BANK OF OKLAHOMA					
		I-5077197	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	068229	367.98
		I-5078230	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	068229	367.99
		I-5079629	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	068229	368.00
01-B00180	UNION IRON WORKS, INC.					
		I-S1777775.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068231	83.27
		I-S1777791.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068231	166.54
		I-S1778233.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068231	327.97
01-B00639	BUSINESS & LEGAL RESOUR					
		I-7192690	01 -5653213	SAFETY EXPENS TRAINING VIDEOS	068235	1,195.00
01-C00044	COMPUTER PROJECTS OF IL					

3/24/2014 2:33 PM
 PACKET: 11130 CLAIMS FOR 03/11/2014
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00144	COMPUTER PROJECTS OF IL	continued				
		1-14-02-90ME	01 -5321308	CONTRACTED SE YEARLY LICENSE FEE& MAINT	068236	288.00
11-C00203	CARTER TRUCKING					
		1-4136	01 -5542358	TREE BOARD/TR FREIGHT EXP FOR TREES	068237	650.00
1-C00320	CENTERPOINT ENERGY ARKL					
		1-201402165932	01 -5215314	GAS UTILITY GAS-FIRE EMER RESP COMPLEX	068172	102.23
		1-201402265957	01 -5215314	GAS UTILITY GAS UTIL.-EMER RESP CENTER	068199	126.30
		1-201402265957	01 -5215314	GAS UTILITY GAS UTIL.-DET DIV	068199	39.69
		1-201402265957	01 -5215314	GAS UTILITY GAS UTIL.-315 E KREBS	068199	23.03
11-C00590	COLE & REED, PC					
		1-74117	01 -5215301	AUDITING YEARLY AUDIT FEES	068240	7,500.00
1-C00640	CRAWFORD & ASSOCIATES					
		1-7981	01 -5215302	CONSULTANTS CONSULTANT FEES	068241	2,107.50
11-D00006	D & D ELEVATOR INC					
		1-200	01 -5548317	ELEVATOR REFA ELEVATOR REPAIRS	068242	362.05
11-D00097	DASH MEDICAL GLOVES					
		1-INV0643211	01 -5432207	OPERATING SUP MEDICAL GLOVES	068243	271.60
01-D00520	DOERNER SAUNDERS DANIEL					
		1-173809	01 -5653308	CONTRACTED SE LEGAL FEE- EMP HANDBOOK	068246	1,872.00
11-D00775	JUSTIN DUVALLE					
		1-201403015969	01 -5544308	CONTRACT LABO REFEREE FEE-6 GAMES	068247	150.00
11-E00204	EMBASSY SUITES					
		1-13-01597	01 -5321331	EMPLOYEE TRAV TRAVEL EXP- CRIME CERT	068248	109.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
		1-201403015970	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-MARCH 2014	068220	3,125.00
11-F00141	FIRE STORE					
		1-E1169086.001	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068251	169.99
11-G00110	G & C RENTAL CENTER, IN					
		1-25927	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL	068253	258.33
		1-26083	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL	068253	455.96
1-G00080	G.F.C.A.					
		1-13-01628	01 -5211202	OPERATING SUP YEARLY DUES	068175	190.00
01-G00130	GALL'S, AN ARAMARK CO.,					
		C-001383814 CR	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	305.99-
		C-001394570 CR	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	119.98-

PACKET: 11150 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000130	GALL'S, AN ARAMARK CO.,	continued				
		C-001493115 CR	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	102.00-
		I-BC0039527	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	305.99
		I-BC0046117	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	658.89
		I-BC0050647	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	46.65
		I-BC0055009	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	371.37
		I-BC0055173	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	164.99
		I-BC0055174	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	264.95
		I-BC0055694	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	27.48
		I-BC0055955	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068254	335.95
01-000089	HAPPY DAYS HOTEL					
	I-26098		01 -5544331	EMPLOYEE TRAV TRAVEL EXP-UMPIRE CERT.	068259	180.60
01-000230	HONEY CREEK NURSERY WHO					
	I-4467		01 -5542358	TREE BOARD/TR TREES FOR PARKS & ROW	068261	2,546.00
01-100061	RICOH USA, INC.					
	I-5029607772		01 -5321308	CONTRACTED SE COPIER LEASE FEE	068263	72.50
01-100110	IMPRESS OFFICE SUPPLY					
	I-036232		01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	068264	8.66
	I-036259		01 -5215202	OPERATING SUP OFFICE SUPPLIES	068264	24.96
01-100120	TYLER TECHNOLOGIES					
	I-025-89340		01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	068265	100.00
	I-025-89340		01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	068265	100.00
	I-025-89340		01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	068265	210.00
01-000110	JACKIE BRANNON CORR. CT					
	I-20140142		01 -5542308	CONTRACTED SE MONTHLY INMATE FEES	068266	40.91
01-000340	JIM WOOD REFRIGERATION					
	I-14-15989		01 -5548316	REPAIRS & MAI ZONE CONTROL REPAIRS	068267	130.00
01-K00005	K-BAR CO CONSTRUCTION					
	I-13622		01 -5544203	REPAIRS & MAI HAULING FEE-TOPSOIL	068269	375.00
01-K00101	KEITH A. BARNES					
	I-201403015974		01 -5544308	CONTRACT LABO REFEREE FEE- 9 GAMES	068270	225.00
01-K00224	KIAMICHI TECH CENTER-PO					
	I-1314-189		01 -5653213	SAFETY EXPENS SCBA/RESPIRATOR FIT TEST	068271	1,200.00
01-000058	LIVE VIEW GIS INC.					
	I-154836		01 -5320308	CONTRACTED SE MONTHLY SUBSCRIPTION FEE	068274	479.88
01-L00050	LOCKE SUPPLY CO.					
	I-22355400-00		01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068275	60.70

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100350	LOCKE SUPPLY CO.	continued				
	I-22416784-00	01 -5322401	CAPITAL OUTLA BUDG MAT FOR DOG POUND	068275	134.34	
01-100428	LOWE'S CREDIT SERVICES					
	I-01831	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068276	100.80	
	I-01855	01 -5322401	CAPITAL OUTLA MATERIALS FOR DOG POUND	068276	187.65	
	I-07925	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068276	74.86	
	I-901384	01 -5322401	CAPITAL OUTLA MATERIALS FOR DOG POUND	068276	69.01	
	I-907988	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068276	63.10	
01-M00190	MOSS WRECKER SERVICE					
	I-1034	01 -5652319	DEMOLITION DEMO FEES	068279	10,850.00	
01-M00715	MUSKOGEE COMMUNICATIONS					
	I-212003	01 -5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	068280	595.00	
	I-212007	01 -5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	068280	208.00	
	I-212368	01 -5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	068280	340.00	
01-M00211	MCAAP RECYCLE					
	I-13-01650	01 -5542203	REPAIRS & MAI CROSSTIES & BARRELS	068283	453.00	
01-N00250	MCLESTER NEWS CAPITAL					
	I-05613475	01 -5211202	OPERATING SUP AD FOR AUDIT REP	068284	46.64	
01-000414	OKLA TAX COMMISSION-AUT					
	I-13-01691	01 -5321202	OPERATING SUP TITLE & TAG FOR P-1910	068292	37.50	
01-000520	OIL-OK INDEPENDENT LIMI					
	I-02282014-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	068293	1,800.00	
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-4TH QTR	01 -5215322	LIABILITY INS PROPERTY INS PREMIUMS	068295	935.38-	
	I-4TH QTR	01 -5215322	LIABILITY INS LIAB INS PREMIUMS	068295	2,940.38	
	I-4TH QTR	01 -5215322	LIABILITY INS MISC EQUIP INS PREMIUMS	068295	192.64-	
	I-4TH QTR	01 -5215321	AUTO INSURANC AUTO LIAB & DAMAGE INS PR	068295	1,807.11	
01-P00242	PETER STASIAK					
	I-201402185933	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-HEALTHY COMMUNITY	068175	156.75	
	I-201402255950	01 -5210331	EMPLOYEE TRAV TRAVEL EXP: TEX-21 INTERSTATE	068200	120.91	
01-P00560	PUBLIC SERVICE/AEP					
	I-201402255956	01 -5215313	ELECTRIC UTIL ELECTRIC-PAVILION @ KOMAR PK	068201	125.97	
	I-201402255956	01 -5215313	ELECTRIC UTIL ELECTRIC-KOMAR PARK	068201	36.50	
	I-201402255956	01 -5215313	ELECTRIC UTIL ELECTRIC-EMERG RESP CTR	068201	675.13	
	I-201402255956	01 -5215313	ELECTRIC UTIL ELECTRIC-FE/NARC	068201	245.96	
01-P00210	RED RIVER SPECIALIST, 1					
	I-243617	01 -5542206	CHEMICALS CHEMICALS FOR PARKS	068304	3,408.50	
	I-243618	01 -5542206	CHEMICALS CHEMICALS FOR PARKS	068304	328.50	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000210	RED RIVER SPECIALIST, I					
		I-243618	01 -5547206	CHEMICALS CHEMICALS FOR PARKS	068304	850.00
01-500300	RICHARD RUSHING					
		I-201403015977	01 -5544308	CONTRACT LABO REFEREE FEE- 9 GAMES	068305	225.00
01-500180	OKLA SECRETARY OF STATE					
		I-13-01627	01 -5652202	OPERATING SUP NOTARY FILING FEE	068309	10.00
01-510212	SERVICE & EQUIPMENT INT					
		I-14-0070314	01 -5548316	REPAIRS & MAI EMERGENCY GENERATORS	068310	2,292.66
1-510244	SHAWN SMITH					
		I-201402195936	01 -5653213	SAFETY EXPENS TRAVEL EXP-OSHA TRAINING	068176	371.48
01-500642	SPECIAL OPS UNIFORMS, I					
		C-202930 CR	01 -5431207	CLOTHING ALLO FIRE RECRUIT UNIFORM	068313	89.99-
		I-202926	01 -5431207	CLOTHING ALLO FIRE RECRUIT UNIFORM	068313	82.99
		I-209432	01 -5431207	CLOTHING ALLO FIRE RECRUIT UNIFORM	068313	1,643.74
		I-751598	01 -5321207	CLOTHING ALLO CLOTHING ALLOWANCE	068313	188.95
		I-751599	01 -5321207	CLOTHING ALLO CLOTHING ALLOWANCE	068313	450.91
		I-751601	01 -5321207	CLOTHING ALLO CLOTHING ALLOWANCE	068313	399.42
01-500710	STANDARD MACHINE LLC					
		I-236716	01 -5542203	REPAIRS & MAI PIPE FOR REPAIRS	068314	168.76
01-500726	STAPLES ADVANTAGE					
		I-02265	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	230.50
		I-03922	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	179.99
		I-06348	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	45.87
		I-06498	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	72.82
		I-3222610368	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	54.90
		I-3222610369	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	18.07
		I-3222610370	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	85.61
		I-3222610371	01 -5215202	OPERATING SUP INK FOR STOCK	068315	852.18
		I-3223048614	01 -5212202	OPERATING SUP (1) LATERAL FILE CABINET	068315	655.49
		I-3223048615	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068315	6.36
01-500610	T. H. ROGERS LUMBER CO.					
		I-483914	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068316	31.73
		I-483933	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068316	6.28
		I-484018	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068316	7.43
		I-484020	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068316	6.29
		I-484062	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068316	16.67
01-500458	TONYA M BARNES					
		I-201403015979	01 -5544308	CONTRACT LABO SCOREKEEPER FEE- 12 GAMES	068318	180.00
01-500630	TWIN CITIES READY MIX,					

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-700630	TWIN CITIES READY MIX,	continued				
	I-89688	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068321	812.00	
	I-89746	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068321	440.00	
	I-89873	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068321	300.00	
	I-90177	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068321	257.50	
	I-90178	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068321	160.00	
01-000020	UNITED STATES CELLULAR					
	I-201402255949	01 -5215315	TELEPHONE UTI CELL EXP-GENERAL	068203	1,834.10	
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-81707574.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068327	66.33	
01-X00020	XEROX CORP-MAJOR ACCOUN					
	I-800628415	01 -5215312	EQUIPMENT REN LEASE PMT-COPIERS	068328	1,660.77	
			FUND 01 GENERAL FUND	TOTAL:	68,470.22	

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-4B12096	02 -5974304	LAB TESTING TESTING FEES	068221	115.00
		I-4B12098	02 -5974304	LAB TESTING TESTING FEES	068221	90.00
		I-4B12100	02 -5974304	LAB TESTING TESTING FEES	068221	50.00
		I-4B12102	02 -5974304	LAB TESTING TESTING FEES	068221	460.00
01-A00562	ALLEGIANCE COMMUNICATIO					
		I-201402185934	02 -5975328	INTERNET SERV INTERNET SVS-UTM OFFICE	068170	132.90
01-A00182	AT&T					
		I-201402185930	02 -5267315	TELEPHONE UTI PHONE EXP-INTERNET SVS	068171	876.26
01-A00751	ATWOODS					
		I-1937/9	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068225	49.41
01-A00770	BOITE ENTERPRISES, INC					
		I-939213	02 -5974203	REPAIRS & MAI AIR LINES FOR WTP	068226	25.00
		I-939214	02 -5974203	REPAIRS & MAI AIR LINES FOR WTP	068226	199.00
		I-939314	02 -5974203	REPAIRS & MAI AIR LINES FOR WTP	068226	35.01
		I-939358	02 -5974203	REPAIRS & MAI AIR LINES FOR WTP	068227	63.31
01-B00180	UNION IRON WORKS, INC.					
		I-S1771546.001	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	068231	70.51
		I-S1773885.001	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	068231	82.76
		I-S1774857.001	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	068231	21.94
		I-S1774883.001	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	068231	49.80
		I-S1774991.001	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	068231	227.31
		I-S1777168.001	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	068231	92.29
01-B00314	BIO-AQUATIC TESTING, IN					
		I-00044913	02 -5973304	LAB TESTING QUARTERLY TESTING FEE	068232	2,692.00
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW474158	02 -5974206	CHEMICALS ALUM FOR WTP	068234	3,265.96
		I-BSW476593	02 -5974206	CHEMICALS ALUM FOR WTP	068234	3,276.46
01-C00273	CEC CORPORATION					
		I-13220-01	02 -5871302	CONSULTANTS SLAB ASSESSMENT FEE	068238	4,000.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201402265957	02 -5267314	GAS UTILITY GAS UTIL.-PUBLIC WKS FAC	068199	932.42
01-C00590	COLE & REED, PC					
		I-74117	02 -5267301	AUDITING YEARLY AUDIT FEES	068240	7,500.00
01-F00037	FASTENAL					
		I-OKMCA119372	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	068250	106.59
		I-OKMCA120872	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	068250	63.25
		I-OKMCA121168	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	068250	123.11

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 02 MFWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL		continued			
		I-CKMCA121627	02 -5974203	REPAIRS & MAI MISC REPAIR ITEMS	068250	16.42
01-F00170	FIRST NATIONAL BANK					
		I-032014-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	068252	8,524.37
01-G00375	GRAINGER, INC.					
		I-9361389829	02 -5974203	REPAIRS & MAI AIR SOLENOIDS FOR WTP	068255	950.65
I-H00223	HOPKINS PROPANE					
		I-54489	02 -5974212	FUEL EXPENSE DIESEL FOR EQUIPMENT	068260	2,345.00
01-110049	IDEAL CLEANING					
		I-007	02 -5267202	OPERATING SUP CLEANING SERVICES	068262	1,275.00
01-100120	TYLER TECHNOLOGIES					
		I-025-89340	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	068265	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201402185935	02 -5267313	ELECTRIC UTIL ELECTRIC-HEREFORD LN	068174	492.14
01-L00425	LOWE'S CREDIT SERVICES					
		I-91811	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068276	207.63
		I-92291	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068276	398.01
		I-06490	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068276	70.78
		I-901160	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068276	44.76
01-M00532	MISTY VALLEY WATER CO.					
		I-90025	02 -5973203	REPAIRS & MAI DISTILLED WATER-WWTP	068278	28.64
I-N00349	NORTH EAST CONTROLS					
		I-E-40139-1	02 -5974203	REPAIRS & MAI 3/4" BRASS EDUCTOR	068286	323.88
01-O00275	OKLA DEPT OF COMMERCE					
		I-032014-#6908	02 -5267521	CDBG LOAN #89 CDBG - RDIF #8908	068291	1,145.63
01-O00530	OML-OK MUNICIPAL LEAGUE					
		I-052474	02 -5871331	EMPLOYEE TRAV TRAINING FEE	068294	95.00
		I-052474	02 -5974331	EMPLOYEE TRAV TRAINING FEE	068294	95.00
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR	02 -5267322	LIABILITY INS PROPERTY INS PREMIUMS	068295	6,942.17
		I-4TH QTR	02 -5267322	LIABILITY INS LIAB INS PREMIUMS	068295	16,131.83
		I-4TH QTR	02 -5267322	LIABILITY INS MISC EQUIP INS PREMIUMS	068295	3,556.86
		I-4TH QTR	02 -5267321	AUTO INSURANC AUTO LIAB & DAMAGE INS PR	068295	6,603.98
01-P00040	PACE ANALYTICAL SERVICE					
		I-137507574	02 -5973304	LAB TESTING MONTHLY TESTING FEES	068296	189.47
		I-147508697	02 -5973304	LAB TESTING MONTHLY TESTING FEES	068296	191.47

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00040	FACE ANALYTICAL SERVICE	continued				
		I-147508848	02 -5973304	LAB TESTING MONTHLY TESTING FEES	068296	56.47
01-P00410	POSTMASTER					
		I-2014 RENEWAL FEE	02 -5216202	OPERATING SUP PRESORTED PRICE MAIL FEE	068298	440.00
01-P00550	RADIO SHACK CORP					
		I-039176	02 -5974203	REPAIRS & MAI WELDING HAT BATTERIES	068302	25.96
01-S10009	SADLER PAPER CO					
		I-24615	02 -5973203	REPAIRS & MAT JANITORIAL SUPPLIES	068308	122.95
01-S10234	SHAKE CORPORATION					
		I-866595	02 -5975209	UTILITY MAINT FIRE HYDRANT NUTS & BOLTS	068311	541.18
01-T00010	T. H. ROGERS NUMBER CO.					
		I-484417	02 -5975218	STREET REPAIR FORMING SUPPLIES	068316	225.89
01-T10223	THEMCO					
		I-20141262	02 -5974203	REPAIRS & MAI FINISH PUMP-PUMP HOUSE	068317	16,151.45
01-U00020	UNITED STATES CELLULAR					
		I-201402255949	02 -5267315	TELEPHONE UT1 CELL EXP-MPWA	068203	684.89
01-U00051	UTILITY SUPPLY CO.					
		I-073643	02 -5975211	WATER METERS WATER METERS	068322	329.70
		I-073644	02 -5974316	REPAIRS & MAI PIPE FOR REPAIRS	068322	605.88
		I-073645	02 -5975235	WATER MAIN RE SUPPLIES FOR WATER BREAKS	068322	58.70
		I-073646	02 -5975211	WATER METERS WATER METERS	068322	5,239.51
		I-073647	02 -5975211	WATER METERS WATER METERS	068322	900.00
01-U00126	UNITED PACKAGING & SHIP					
		I-134794	02 -5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	068323	22.53
			FUND	02 MPWA	TOTAL:	101,935.88

FUNK : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/T	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-000170	FIRST NATIONAL BANK							
		I-032014-#119617	03	-5876511	FNB LOAN #119 LOAN #119617 - AIRPORT AUTH	068252	5,020.00	
01-010156	OMAG-OK MUNICIPAL ASSUR							
		I-4TH QTR	03	-5876322	INSURANCE/BON PROPERTY INS PREMIUMS	068295	4,502.63	
		I-4TH QTR	03	-5876322	INSURANCE/BON MISC EQUIP INS PREMIUMS	068295	186.00	
		I-4TH QTR	03	-5876321	AUTO INSURANC AUTO LIAB & DAMAGE INS FR	068295	139.65	
01-000020	UNITED STATES CELLULAR							
		I-201402255949	03	-5876315	TELEPHONE UTI CELL EXP-AIRPORT	068203	27.33	
				FUND	03	AIRPORT AUTHORITY	TOTAL:	9,875.61

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00207	EMMA F. BELLIS					
		1-201403015967	08 -5549306	CONTRACT SERV CONTRACT MEAL DELIVERY	068249	135.00
		1-201403015968	08 -5549306	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068249	100.80
1-M00156	MARY J. LEBGUEF					
		1-201403015975	08 -5549306	CONTRACT SERV CONTRACT MEAL DELIVERY	068277	240.00
		1-201403015976	08 -5549306	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068277	104.16
01-C00556	CMAG-OK MUNICIPAL ASSUR					
		1-4TH QTR	08 -5549322	LIABILITY INS LIAB INS PREMIUMS	068295	3,696.88
		1-4TH QTR	08 -5549321	AUTO INSURANC AUTO LIAB & DAMAGE INS PR	068295	1,116.62
01-R00334	RICHELLE CHEYENNE					
		1-201403015978	08 -5549306	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068306	90.72
01-S00580	AT & T					
		1-201402255953	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	068202	207.12
01-C00020	UNITED STATES CELLULAR					
		1-201402255949	08 -5549315	TELEPHONE UTI CELL EXP-NUTRITION	068203	61.99
			FUND	08 NUTRITION	TOTAL:	5,773.29

PAGE: 12

FUN. : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC009	MCAPPE & TAPP						
		7-421177	11	5220302	CONSULTANTS LEGAL FEES-RETIREMENT	068281	112.50
			7001	11	EMPLOYEE RETIREMENT	TOTAL:	112.50

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 14 POLICE GRANT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000209	DEA: SPECIAL SUPPORT UN	1-13-01655	14 -5321440	DOJ DRUG ENFC REIMB GRANT FUNDS	068245	8,391.46
			FUND	14 POLICE GRANT FUND	TOTAL:	8,391.46

3/14/2014 2:33 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
		1-61353-3	27 -5655317	ADVERTISING POST CARDS-TOURISM	068233	472.00
01-C00469	CITY OF MCALESTER SPECI					
		1-13-01469	27 -5655214	TOURISM EXPEN JUNK HIPPIY ROAD SHOW	068239	2,125.00
01-M00134	MCALESTER MAIN STREET					
		1-02262014-2010-2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	068282	1,050.00
01-P00499	PRIDE IN MCALESTER					
		1-02262014-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	068299	2,250.00
01-T00500	TRACY PARROT					
		1-001	27 -5655340	OFFICE RENT RENTAL FEE-OFFICE SPACE	068320	558.20
01-U00020	UNITED STATES CELLULAR					
		1-201402255949	27 -5655214	TOURISM EXPEN CELL EXP-TOURISM	068203	52.33
			FUND	27 TOURISM FUND	TOTAL:	6,507.53

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C09320	CENTERPOINT ENERGY ARKL					
		I-201402185932	28 -5654314	GAS UTILITY GAS-EXPO	068172	12,649.68
01-00410	JACKIE BRANNON CORR. CT					
		I-20140143	28 -5654308	CONTRACT SERV INMATE FEES	068266	103.96
01-13098	LAMBERT MECHANICAL INC					
		I-130989	28 -5654316	REPAIRS & MAI HVAC REPAIRS-EXPO	068272	770.00
01-100428	LOWE'S CREDIT SERVICES					
		I-04767	28 -5654203	REPAIR & MAIN MISC MAINTENANCE SUPPLIES	068276	81.66
1-00556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR	28 -5654322	LIABILITY INS PROPERTY INS PREMIUMS	068295	9,834.57
		I-4TH QTR	28 -5654322	LIABILITY INS LIAB INS PREMIUMS	068295	4,032.96
		I-4TH QTR	28 -5654321	AUTO INSURANC AUTO LIAB & DAMAGE INS PR	068295	138.31
01-P01210	PEPSI COLA					
		I-121893	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	068297	239.00
01-P00510	PPO-KIL, INC					
		I-76692	28 -5654316	REPAIRS & MAI QUARTERLY PEST CONTROL	068300	365.00
01-P00560	PUBLIC SERVICE/APP					
		I-201402255956	28 -5654313	ELECTRIC UTIL ELECTRIC-EXPO	068201	36.16
01-010009	SADLER PAPER CO					
		I-26267	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	068308	655.78
1-000360	SIMPLEXGRINNELL LP					
		I-13-01582	28 -5654203	REPAIR & MAIN FIRE ALARM INSP FEE	068312	247.20
		I-13-01582	28 -5654203	REPAIR & MAIN FIRE ALARM INSP FEE	068312	995.00
01-000020	UNITED STATES CELLULAR					
		I-201402255949	28 -5654315	TELEPHONE UTI CELL EXP-EXPO	068203	81.99
01-W00040	WALMART COMMUNITY BRC					
		I-00997	28 -5654210	CONCESSION SU MISC CONCESSION SUPPLIES	068324	52.13
			FUND	28 SE EXPO CENTER	TOTAL:	30,283.46

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100084	LANGUAGE LINE SERVICES					
		I-3317985	29 -5324202	OPERATING SUP TRANSLATION FOR 911 CALLS	068273	3.72
01-100010	MUSKOGEE COMMUNICATIONS					
		I-212143	29 -5324316	REPAIRS-MAINT 911 CTR EQUIPMENT REPAIRS	068280	816.00
01-010056	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR	29 -5324322	LIABILITY INS LIAB INS PREMIUMS	068295	2,666.64
		I-4TH QTR	29 -5324321	AUTO INSURANC AUTO LIAB & DAMAGE INS PR	068295	186.07
01-000020	UNITED STATES CELLULAR					
		I-201402255949	29 -5324315	TELEPHONE UTI CELL. EXP-E-911	068203	27.33
01-000092	WINDSTREAM CORPORATION					
		I-201402255955	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	068204	444.82
			FUND	29 E-911	TOTAL:	4,166.58

BAGKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G09549	GULLICK & ASSOCIATES, L	I-201403015971	30 -5652302	CONSULTANTS ECON CONSULTANT FEE-10/7&1/8	068257	800.00
01-MC0134	MCALESTER MAIN STREET	I-02282014-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	068282	1,050.00
01-060275	OKLA DEPT OF COMMERCE	I-032014-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	068290	282.50
01-PC0450	PRIDE IN MCALESTER	I-02282014-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	068299	2,250.00
01-R00464	ROBINSON INTERNATIONAL,	I-02282014-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	068307	2,000.00
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		6,382.50

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00776	BOLTE ENTERPRISES, INC					
		I-938893	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	100.68
		I-938970	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	43.49
		I-938984	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	9.15
		I-939005	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	45.48
		I-939008	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	5.66
		I-939016	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	2.73
		I-939037	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	14.08
		I-939148	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	24.65
		I-939157	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	35.87
		I-939215	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	87.45
		I-939251	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068226	94.44
		I-939336	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068227	101.38
		I-939369	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068227	9.42
		I-939408	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068227	15.13
		I-939511	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068227	10.39
		I-939546	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068227	47.68
		I-939563	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068227	60.26
		I-939570	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PAR	068227	312.60
01-B00043	B & S SUPPLY, INC.					
		I-63311	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	068228	198.87
01-G00490	GRISCOM IMPLEMENT INC					
		I-389314	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	068256	37.62
		I-389315	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	068256	26.00
		I-389603	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	068256	7.22
		I-389913	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	068256	438.04
01-H00019	HD ROUSE dba HDR SFRVIC					
		I-0268	35 -5862203	REPAIRS & MAI WRECKER FEE-S-53	068258	650.00
01-J00350	JO-CO EQUIPMENT					
		I-604	35 -5862203	REPAIRS & MAI SPRAY NOZZLE FOR S-21	068268	250.01
		I-610	35 -5862203	REPAIRS & MAI PARTS FOR S-30	068268	541.77
01-N00071	FREEDOM FORD INC					
		I-153055	35 -5862203	REPAIRS & MAI MISC REPAIRS	068285	42.95
		I-153205	35 -5862203	REPAIRS & MAI MISC REPAIRS	068285	42.95
		I-153256	35 -5862203	REPAIRS & MAI MISC REPAIRS	068285	45.95
		I-153757	35 -5862203	REPAIRS & MAI MISC REPAIRS	068285	45.95
		I-61144	35 -5862203	REPAIRS & MAI MISC REPAIRS	068285	32.90
01-O00078	O'REILLY AUTO PARTS					
		C-0230-175975	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PARTS	068287	14.00-
		C-0230-176204	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PARTS	068287	16.99-
		C-0230-176405	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PARTS	068287	54.39-
		C-0230-177958	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PARTS	068287	70.38-
		C-0230-178680	35 -5862203	REPAIRS & MAI MISC SHOP SUPP & PARTS	068287	115.60-

PAGE: 20

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00093	BANCFIRST-TRUST DEPT					
	1-12051		38 -5215520	AGENT FEES	BOND AGENT FEES	068230
						2,500.00
			FUND:	38	DEDICATED SALES TAX-MPWA TOTAL:	2,500.00

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000152	DAVID'S TRADING YARD					
		I-755702	41 -5542401	CAPITAL OUTLA CHUTE SYSTEM FOR NEW MOWE	068244	430.00
01-000170	FIRST NATIONAL BANK					
		I-032014-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAFATCHER	068252	3,378.84
01-000428	MOWE'S CREDIT SERVICES					
		I-01356	41 -5542401	CAPITAL OUTLA MISC SUPPLIES	068276	44.08
		I-02262	41 -5542401	CAPITAL OUTLA MISC SUPPLIES	068276	56.98
		I-02664	41 -5542401	CAPITAL OUTLA MISC SUPPLIES	068276	17.90
		I-07656	41 -5542401	CAPITAL OUTLA MISC SUPPLIES	068276	41.46
01-000630	TWIN CITIES READY MIX,					
		I-89938	41 -5542401	CAPITAL OUTLA CONCRETE FOR SIDEWALKS	068321	939.00
			FUND	41 CIP FUND	TOTAL:	4,899.26
					REPORT GRAND TOTAL:	256,223.94

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2013-2014	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,800.00	21,600	7,200.00		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	277.66	5,950	2,452.42		
	01 -5211202	OPERATING SUPPLIES	230.64	3,500	1,167.10		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	339.97	3,200	125.47-	Y	
	01 -5212202	OPERATING SUPPLIES	655.49	600	235.81-	Y	
	01 -5213336	FEES	200.00	3,000	1,200.00		
	01 -5214302	CONSULTANTS	3,125.00	100,000	24,021.50		
	01 -5215202	OPERATING SUPPLIES	1,571.46	38,500	9,548.96		
	01 -5215301	AUDITING	7,500.00	16,750	1,250.00-	Y	
	01 -5215302	CONSULTANTS	2,107.50	25,000	677.50		
	01 -5215312	EQUIPMENT RENTALS	1,660.77	31,500	1,448.43		
	01 -5215313	ELECTRIC UTILITY	1,088.61	287,000	91,225.83		
	01 -5215314	GAS UTILITY	291.25	6,300	3,686.31		
	01 -5215315	TELEPHONE UTILITY	2,045.12	46,924	11,097.96		
	01 -5215321	AUTO INSURANCE	1,807.11	85,000	58,067.32		
	01 -5215322	LIABILITY INSURANCE/BONDS	1,612.36	134,765	12,578.76-	Y	
	01 -5225349	SOFTWARE MAINTENANCE	210.00	62,100	10,381.85		
	01 -5320308	CONTRACTED SERVICES	479.88	1,500	640.12		
	01 -5321202	OPERATING SUPPLIES	162.66	13,300	6,333.63		
	01 -5321207	CLOTHING ALLOWANCE	1,039.28	45,200	6,520.23		
	01 -5321308	CONTRACTED SERVICES	360.50	10,700	1,909.31		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	109.00	5,500	2,364.68		
	01 -5322401	CAPITAL OUTLAY	391.00	7,640	1,025.27		
	01 -5431202	OPERATING SUPPLIES	392.90	12,900	4,420.48		
	01 -5431203	REPAIRS & MAINT SUPPLIES	1,264.23	9,900	4,280.96		
	01 -5431207	CLOTHING ALLOWANCE	3,455.03	26,000	8,875.08		
	01 -5431328	INTERNET SERVICE	62.95	2,000	615.10		
	01 -5432202	OPERATING SUPPLIES	464.59	18,900	454.60		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,412.92	50,000	14,438.10		
	01 -5542206	CHEMICALS	3,736.80	15,000	7,793.00		
	01 -5542308	CONTRACTED SERVICES	40.91	14,400	5,733.81		
	01 -5542358	TREE BOARD/TREES	3,196.00	5,000	54.00		
	01 -5543203	REPAIRS & MAINT SUPPLIES	26.39	10,000	6,601.60		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	375.00	10,500	7,620.48		
	01 -5544308	CONTRACT LABOR	780.00	15,900	6,357.00		
	01 -5544331	EMPLOYEE TRAVEL & TRAINING	160.80	600	314.11		
	01 -5547203	REPAIRS & MAINT SUPPLIES	714.29	10,476	4,788.91		
	01 -5547206	CHEMICALS	650.00	1,000	9.75		
	01 -5547308	CONTRACTED SERVICES	1,103.97	4,660	244.00		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	845.61	58,100	15,405.55		
	01 -5548316	REPAIRS & MAINTENANCE	2,422.66	19,500	6,792.60		
	01 -5548317	ELEVATOR REPAIR/MAINTENANC	362.05	6,600	1,850.54		
	01 -5652202	OPERATING SUPPLIES	10.00	2,400	1,798.15		
	01 -5652319	DEMOLITION	10,850.00	25,000	671.00		
	01 -5653213	SAFETY EXPENSE	2,766.48	24,000	8,155.86		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	01 -5653306	CONTRACTED SERVICES	1,872.00	8,111	2,160.00		
	01 -5655216	STREET REPAIRS & MAINTENAN	1,989.50	265,102	77,448.42		
	01 -5655328	INTERNET SERVICE	83.68	960	318.72-	Y	
	02 -5216202	OPERATING SUPPLIES	440.00	16,309	7,913.99		
	02 -5216336	FEES	293.16	4,500	1,861.56		
	02 -5267202	OPERATING SUPPLIES	1,275.00	9,472	3,532.34		
	02 -5267301	AUDITING	7,500.00	23,000	3,000.00		
	02 -5267313	ELECTRIC UTILITY	492.14	359,123	91,731.34		
	02 -5267314	GAS UTILITY	932.42	7,223	1,934.33		
	02 -5267315	TELEPHONE UTILITY	1,561.15	80,000	10,682.14		
	02 -5267321	AUTO INSURANCE - FLEET	6,603.98	30,000	20,680.61		
	02 -5267322	LIABILITY INSURANCE/BONDS	28,630.86	51,000	1,197.01-	Y	
	02 -5267521	CDBG LOAN #8906	1,145.83	13,750	3,437.53		
	02 -5664510	LEASE PAYMENTS	8,524.37	102,293	25,573.67		
	02 -5671302	CONSULTANTS	4,000.00	125,632	53,966.02		
	02 -5871331	EMPLOYEE TRAVEL & TRAVEL	95.00	2,400	700.00		
	02 -5973303	REPAIRS & MAINT SUPPLIES	867.28	54,000	26,619.79		
	02 -5973304	LAB TESTING	3,129.41	25,100	866.02		
	02 -5974203	REPAIRS & MAINT SUPPLIES	18,165.46	60,000	29,576.25		
	02 -5974206	CHEMICALS	6,544.42	376,872	163,930.66		
	02 -5974212	FUEL EXPENSE	2,345.00	20,000	6,832.86		
	02 -5974304	LAB TESTING	715.00	35,000	10,900.94		
	02 -5974316	REPAIRS & MAINTENANCE	605.88	70,000	15,196.33		
	02 -5974331	EMPLOYEE TRAVEL & TRAINING	95.00	2,500	2,281.00		
	02 -5975209	UTILITY MAINTENANCE SUPP.	1,065.79	32,500	6,893.20		
	02 -5975211	WATER METERS	6,469.22	85,000	35,174.50		
	02 -5975216	STREET REPAIRS & MAINTENAN	225.89	130,236	49,772.70		
	02 -5975235	WATER MAIN REPAIR	58.70	50,000	1,053.89		
	02 -5975328	INTERNET SERVICE	132.90	1,500	533.72		
	03 -5876315	TELEPHONE UTILITY	27.33	300	108.89		
	03 -5876321	AUTO INSURANCE	139.65	1,200	1,013.80		
	03 -5876322	INSURANCE/BONDS	4,688.63	12,000	4,953.69		
	03 -5876511	PMB LOAN #119617 PAYMENTS	5,020.00	60,240	15,060.00		
	06 -5549306	CONTRACT SERVICES	670.68	15,500	5,301.41		
	06 -5549315	TELEPHONE UTILITY	289.11	3,000	1,030.56		
	06 -5549321	AUTO INSURANCE	1,116.62	1,489	0.17		
	06 -5549322	LIABILITY INSURANCE/BONDS	3,696.88	4,961	0.36		
	11 -5220302	CONSULTANTS	112.50	38,020	16,002.27-	Y	
	14 -5321440	DOJ DRUG ENFORCEMENT EXPEN	8,391.46	20,000	3,183.60		
	27 -5655214	TOURISM EXPENSE	2,177.33	46,500	12,607.20		
	27 -5655317	ADVERTISING	472.00	0	472.00-	Y	
	27 -5655340	OFFICE RENT	558.20	0	2,232.80-	Y	
	27 -5655352	MISC PRIDE IN MCALISTER	2,250.00	27,000	9,000.00		
	27 -5655353	MAIN STREET PROGRAM	1,050.00	12,600	4,200.00		
	28 -5654203	REPAIR & MAINT SUPPLIES	1,979.64	18,846	6,054.61		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
28	-5654210	CONCESSION SUPPLIES	291.13	17,721	2,654.95		
28	-5654308	CONTRACT SERVICES	103.96	3,046	1,860.45		
28	-5654313	ELECTRIC UTILITY	36.16	57,000	16,935.37		
28	-5654314	GAS UTILITY	12,649.68	16,000	3,350.32		
28	-5654315	TELEPHONE UTILITY	81.99	3,083	1,025.70		
28	-5654316	REPAIRS & MAINTENANCE	1,135.00	20,000	329.44		
28	-5654321	AUTO INSURANCE	138.31	1,300	1,115.59		
28	-5654322	LIABILITY INSURANCE/BONDS	13,867.53	24,814	261.48-	Y	
29	-5324202	OPERATING SUPPLIES	3.72	5,000	1,720.68		
29	-5324315	TELEPHONE UTILITY	472.15	55,720	24,037.73		
29	-5324316	REPAIRS-MAINTENANCE	816.00	2,800	232.61		
29	-5324321	AUTO INSURANCE	186.07	1,500	1,251.91		
29	-5324322	LIABILITY INSURANCE/BONDS	2,688.64	3,000	596.95-	Y	
30	-5211352	MISC PRIDE IN MCALESTER	2,250.00	27,000	9,000.00		
30	-5211353	MAIN STREET PROGRAM	1,050.00	12,000	4,200.00		
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	8,000.00		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	847.50		
30	-5652302	CONSULTANTS	800.00	130,322	98,164.92		
35	-5562203	REPAIRS & MAINTENANCE SUPP	6,866.75	285,700	22,960.79		
35	-5562315	TELEPHONE UTILITY	60.96	740	313.71		
38	-5215520	AGENT FEES	2,500.00	15,300	1,000.00		
41	-5542401	CAPITAL OUTLAY	1,520.42	162,056	24,675.14		
41	-5865510	LEASE PAYMENTS	3,378.84	40,547	10,137.44		
** 2013-2014 YEAR TOTALS **			256,223.94				

NO ERRORS

** END OF REPORT **

PACKET: 11130 CLAIMS FOR 03/11/2014

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	2/2014	4,807.42CR
01	3/2014	63,662.80CR
02	2/2014	3,118.61CR
02	3/2014	98,815.27CR
03	2/2014	27.33CR
03	3/2014	9,848.28CR
08	2/2014	289.11CR
08	3/2014	5,484.18CR
11	3/2014	112.50CR
14	3/2014	8,391.46CR
27	2/2014	52.33CR
27	3/2014	6,455.20CR
28	2/2014	12,767.83CR
28	3/2014	17,515.57CR
29	2/2014	472.15CR
29	3/2014	3,694.43CR
30	3/2014	6,382.50CR
35	2/2014	60.96CR
35	3/2014	6,866.75CR
38	3/2014	2,500.00CR
41	3/2014	4,899.26CR
=====		
ALL		256,223.94CR

City of McAlester

Community and Economic Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



Mayor Steve Harrison
City of McAlester
P.O. Box 578
McAlester, OK 74502

February 20, 2014

RE: Reappointments to the City of McAlester Planning Commission

Honorable Mayor Harrison:

As Chairman of the City of McAlester Planning Commission, I respectfully request that the four individuals listed below be re-appointed to the City of McAlester Planning Commission for new three-year terms from June 1, 2014 through May 31, 2017. All four individuals have indicated that they are agreeable to serving an additional term on the Planning Commission through May 31, 2017.

- Harvey Bollinger
- Mark Emmons
- Justin Few
- John McNally

Thank you in advance for your consideration of my request.

Sincerely,

Mark Emmons
Chairman
City of McAlester Planning Commission

Leroy Alsup – Director
(918)423-9300 ext.4951

Kirk Ridenour- Economic Development Manager
(918)423-9300 ext.4982

Jennifer Santino- Code Enforcement/Planning
(918)423-9300 ext. 4986

George Estrada - Building Inspector
(918)423-9300 ext. 4985

Charley Gilbertson- Plumbing/Electrical Inspector
(918)423-9300 ext. 4987

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City of McAlester
P.O. Box 578
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February 20, 2014

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- Justin Few
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Sincerely,

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City of McAlester Planning Commission

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(918)423-9300 ext.4951

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City of McAlester

Community and Economic Development Department

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Mayor Steve Harrison
City of McAlester
P.O. Box 578
McAlester, OK 74502

February 20, 2014

RE: Reappointment of John McNally to the Board of Adjustment (BOA)

Honorable Mayor Harrison:

As Chairman of the City of McAlester Board of Adjustment (BOA), I respectfully request that Mr. John McNally be re-appointed to the Board of Adjustment for a new three-year term from April 1, 2014 to March 31, 2017. Mr. McNally has indicated that he is agreeable to serving an additional term on the Board of Adjustment through March 31, 2017.

Thank you in advance for your consideration of my request.

Sincerely,

Mark Emmons
Chairman
McAlester Board of Adjustment

Leroy Alsup - Director
(918)423-9300 ext.4951

Kirk Ridenour- Economic Development Manager
(918)423-9300 ext.4982

Jennifer Santino- Code Enforcement/Planning
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George Estrada - Building Inspector
(918)423-9300 ext. 4985

Charley Gilbertson- Plumbing/Electrical Inspector
(918)423-9300 ext. 4987



Service Order: 129533-1
Date: 3/3/2014
This Quote is Valid Through: 3/26/2014

555 Anton Boulevard, Suite 200
Costa Mesa, CA 92626

Account Information

Customer Name: **McAlester Public Works Authority**
Address 1: **28 E Washington St**
Address 2:
City: **McAlester** State: **OK** Zip: **74501**
Contact Phone: **(918) 423-9300**
Email: **joe.breeden@biztelok.com**

Installation Site Information

Name: **James Stanford**
Address 1: **28 WASHINGTON ST**
Address 2:
City: **MCALESTER** State: **OK** Zip: **74501**
Install Phone: **(918) 423-9300**
Contact Phone: **(918) 423-9300**
Email: **joe.breeden@biztelok.com**

	Qty	Monthly	One-Time	Monthly Discount	One-Time Discount	NET Monthly	NET One-Time
Access							
Customer Provided Access	1	\$45.00	\$100.00	(\$45.00)	(\$100.00)	\$0.00	\$0.00
Equipment							
Edgemarc 4552 - Voice	1	\$28.00	\$0.00	(\$28.00)	(\$0.00)	\$0.00	\$0.00
Voice							
Integrated SIP (M)	1	\$0.00	\$0.00	(\$0.00)	(\$0.00)	\$0.00	\$0.00
Voice Sub-Services							
Business SIP Trunk Local (M)	20	\$9.95	\$30.00	(\$0.00)	(\$30.00)	\$199.00	\$0.00
National 5000 Minute Plan (M)	1	\$114.95	\$0.00	(\$0.00)	(\$0.00)	\$114.95	\$0.00
Professional Service Installation (M)	1	\$0.00	\$350.00	(\$0.00)	(\$350.00)	\$0.00	\$0.00
Telephone Number - Enhanced DID (M)	40	\$0.50	\$2.00	(\$0.00)	(\$2.00)	\$20.00	\$0.00

Sales Contact Name: **Sean Mitchell**
Title: **Business Sales Executive**
Phone: **(206) 254-7307**
Fax: **(206) 260-3164**
Email: **sean.mitchell@megapath.com**

Total Monthly: **\$333.95**
Term: **36 Months**

Total One Time: **\$0.00**
Net **30 Days**

Promotions

Edgemarc 4552 - Free Rental w/3 year term

Notes

1. All hardware costs are taxable.
2. Order does not reflect the Regulatory Recovery Surcharge or local, state, or federally mandated usage fees and/or taxes.
3. Actual shipping costs may vary and will be assessed at the time of shipping.
4. Pre-qualification information contained in this document is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Subscriber and substituted upon Subscriber's approval, which may result in changes to the quoted MRCs and NRCs. MegaPath commits to making reasonable efforts to find the least expensive access available that meets the Subscriber's requirements.
5. The Corporate Access SSL - Network-based access policy is set at SSL Server level where any group has access to any resource upon authentication.
6. MegaPath does not credit Subscriber accounts for E-rate discounts. Regardless of Subscriber's eligibility to receive an E-Rate discount for the telecommunications or Internet services provided herein, Subscriber will be invoiced the entire sum of contracted service. It is solely the Subscriber's responsibility to complete and file any necessary paperwork and invoice the USAC on its own behalf for any such discount.
7. Prior to, during and after the installation of requested services, Subscriber may choose to request that MegaPath augment the Service order to provide additional services or remove services from the Service Order. Depending upon the scope of these requested changes, verbal requests from the Subscriber and/or Subscribers delegated representative may be acceptable to MegaPath in which case MegaPath shall notify Subscriber of its acceptance of said changes via email. In some instances MegaPath may require additional written authorization. All applicable charges resulting from changes requested by the Subscriber and/or the Subscriber's delegated representative, whether written or verbal, are the responsibility of the Subscriber and shall be deemed to be part of this Service Order and subject to its Terms and Conditions.
8. Subscribers who purchase MegaPath voice or managed services with broadband connectivity acknowledge and understand that MegaPath broadband connectivity Services may be activated, and that charges for such Service may be invoiced and due prior to activation of MegaPath voice or managed services. If purchasing voice services, calls made prior to the billing start date will be billed at the local calling rates posted at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf.
9. **Voice Quality and Best Effort Voice** - MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the last mile of Subscriber's circuit. MegaPath cannot provide nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as Subscriber provided access. Subscriber understands that all voice services provisioned without Voice QoS Optimization, including those provided by MegaPath, another provider and Subscriber provided access are offered as a **BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY)**
10. By signing a service Order form, Subscriber authorizes MegaPath to obtain any credit information necessary and/or Subscriber proprietary network information necessary to provision the MegaPath Service and to establish Subscriber's MegaPath account. Subscriber authorizes release of said information by any and all third parties to MegaPath and its affiliates. MegaPath reserves the right, at its sole discretion, to decline new Orders and to require Subscriber to post appropriate advance deposits for new and existing Services.
11. On this quote, any references to the following refer to Internet Access: ADSL (including Lineshare and Dedicated), SDSL, T1, Ethernet (including Ethernet over DS1), Cable (including Business and Residential), Wireless Broadband and Fixed Wireless.

LEGAL TERMS—PLEASE READ CAREFULLY: Subscriber's order for MegaPath Services are subject the terms contained herein and to MegaPath's Terms and Conditions, found at <http://www.megapath.com/about/corporate-policies/> ("Terms and Conditions"). In addition to the fees quoted in this order, Subscriber understands that an early termination fee will be charged if Subscriber stops any Service before the end of its Circuit Term. MegaPath will also provide certain optional Services, subject to payment of additional fees. The early termination fees, Optional Service fees and miscellaneous fees are set forth in MegaPath's Fee Schedule, found at http://www.megapath.com/megapath/assets/File/PDF/Legal/fee_schedule.pdf ("Fee Schedule") and additional fees for voice services may be found at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf. Certain voice related services (including use of 800 numbers) require the payment of additional fees. Subscriber agrees to pay all fees associated with the Services ordered above and authorizes MegaPath to charge Subscriber's credit card for such fees. This Service Order need only be executed by Subscriber. MegaPath may accept or decline the Order as provided herein. MegaPath's provisioning of the Service shall indicate its acceptance of the order. **The person signing below represents that s/he has read and agreed to the terms of this Agreement and is authorized to accept the Service Order and Agreement on behalf of Subscriber.**

This section contains important information on the availability and functionality of 911 services. Please read it carefully.

Subscriber acknowledges and understands that MegaPath's 911 Emergency Service differs from traditional 911 service in the following ways: (A) 911 Service may not function if voice services or equipment are not functioning for any reason, including but not limited to a power outage or an outage or other disruption of the broadband service obtained from MegaPath or another provider; (B) 911 calls are routed to an emergency call center based upon the physical street address provided by Subscriber. If Subscriber provides inaccurate information, does not provide timely notice of changes, or attempts to use the service or equipment from another location, 911 calls may be delivered to a non-optimal call center and emergency responders may be dispatched to a location other than the location of the 911 caller; and (C) in some cases the 911 call taker may not be able to capture and/or retain automatic number or location information, or be able to identify Subscriber's phone number and location in order to call Subscriber back if the call is not completed or disconnected, or if Subscriber is unable to speak to tell them.

BY SIGNING BELOW, OR USING THE SERVICES, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, THE FEE SCHEDULE, AND ANY OTHER APPLICABLE TERMS GOVERNING THE SERVICES.

Subscriber's Authorized Representative

Name

Title

Date

MegaPath Signature

Name

Title

Date

PRIVATE ROAD CROSSING LICENSE

THIS AGREEMENT made this 1st day of February, 1986, by and between the MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, hereinafter called "Licensor", and CITY OF McALESTER, hereinafter called "Licensee",

WITNESSETH:

ARTICLE I

1. Term: The term of this License shall be for one year commencing February 1, 1986, and unless sooner terminated as hereinafter provided, shall continue in force until either party shall give the other party thirty (30) days written notice of an intention to terminate the same; said License to terminate upon the expiration of such notice.

2. Location: In consideration of the advance payment of ONE DOLLAR and other good and valuable considerations to be paid by Licensee to Licensor, Licensor hereby agrees to install a private 16-foot prefab timber crossing between the ends of Licensor's crossties over its main line track, and to install a "stop" sign on each side of said crossing at milepost 563.0, McAlester, Pittsburg County, Oklahoma, as shown on Drawing No. A-31,207, Engineering Department, Denison, Texas, dated January 9, 1986, marked Exhibit "A", attached hereto and made a part hereof.

ARTICLE II

Licensee owns property on the west side of Licensor's tracks and right-of-way, and undertakes and agrees:

1. To install a lockable gate at said private crossing which will be kept locked at all times.

2. Use: This crossing shall be a private crossing, and is not intended for public use. The crossing shall be used by authorized employees of the City's Police Department and those persons specifically authorized by the City's Police Department, who shall have signed permits issued by Licensor, and use by any other persons shall result in cancellation of this license by Licensor.

3. Prior Performance: Licensee agrees to construct and maintain at its sole cost and expense, and in a manner satisfactory and acceptable to Licensor's Chief Engineer, that part of the crossing, including all grading, installation of all drainage facilities, and approaches, located on Licensor's right-of-way, other than that part between the end of railroad ties. Licensor hereby consents to Licensees' entries upon Licensor's right-of-way for such purposes.

4. Obscurities: To maintain the right-of-way of Licensor at said private crossing so it will be reasonably clear of vegetation, undergrowth, or other debris for a distance of 250 feet each way from such crossing, when such would materially obscure approaching trains from the view of travelers on Licensee's private crossing. Licensor hereby consents to Licensee's entries upon Licensor's right-of-way for such purposes. Licensee shall have twenty (20) days after receipt of written notice by Licensor of such obscurity in which to remedy the situation.

5. Flange Grooves: Licensee agrees to keep, at its sole expense, the flange grooves of Licensor's tracks at said crossing clean and clear at all times.

6. Indemnity: Licensee hereby assumes the risk of, and agrees to indemnify and hold Licenser harmless against all liability, damages, expenses, attorney's fees, and costs for injuries to and deaths of persons whomsoever, including employees of the Licenser and Licensee, and damages to and destruction of property whosoever, including property of Licenser and Licensee, growing out of, incident to, or in any manner resulting from the construction, maintenance, and operation use and presence of said crossing on Licenser's right of way, regardless of Railroad's negligence.

7. Waiver: To waive all right to question the validity of this License or any of the terms or provisions hereof, or the right or power of Licenser to execute and enforce same, and to waive the right to claim damages in the event an accident occurs at this crossing.

ARTICLE III

It is mutually agreed by and between the parties hereto as follows:

1. Termination: If Licensee fails to keep any of Licensee's covenants herein contained, or if for any reason, the operation of Licenser's railroad shall in Licenser's judgment make it impracticable to maintain the crossing as herein authorized, Licenser has the right to terminate this License with ten (10) days notice to Licensee. No termination or expiration hereof shall affect the rights and liabilities, if any, of the parties hereto then existing.

2. Alterations: It is understood and agreed by the parties hereto that Licenser expressly reserves the right to rearrange, relocate, rebuild, repair, and multiply its tracks over and across said crossing, and Licensee agrees to reimburse Licenser, upon demand, any additional expense of performing such work which would not have been incurred except for the presence of said crossing on Licenser's right of way.

3. Maintenance: Licenser agrees to perform maintenance work at Licensee's request, but at Licensee's cost and expense, to that part of said crossing extending from end of railroad tie to end of railroad tie. Licensee agrees that it will advance the estimated cost of any maintenance work requested by Licensee to Licenser prior to any work being performed by Licenser.

4. Restoration: Upon termination of this License by either party, Licensee agrees to restore Licenser's property to a condition satisfactory to Licenser's Chief Engineer including, but not limited to, the removal of all approaches and drainage facilities used in connection with said crossing, regardless of whether or not said crossing was placed on Licenser's property by the present Licensee or another party. Licenser will remove the "stop" signs and its portion of said crossing from between the ends of railroad ties at Licensee's expense.

5. Refund: If and when this License shall be terminated pursuant to the terms herein set out, Licenser shall refund to Licensee any unearned rental paid in advance; provided, however, that no unearned rental shall be refunded in any case if the unearned rental shall not exceed Fifty Dollars (\$50.00). Licenser hereby expressly reserves the right to increase the annual rental rate at its option. Licenser expressly reserves the right to increase the rental rate at any time during the license year upon giving Licensee 30 days notice of its intention to increase said rent. In such event, Licenser agrees to prorate to the date of said increase any advanced rentals paid by Licensee for the then current year.

6. Default: In case Licensee shall make default in the payment of any rental as and when due by the terms of this License, or shall make default in any of the covenants, agreements, or undertakings herein contained to be by Licensee kept and performed, or shall violate any of the provisions or conditions hereof, Licensors may forthwith declare this License at an end and remove its portion of said crossing, and/or further restore the premises as described in Paragraph 4 above, all at Licensee's cost. Failure of Licensors to enforce one or more of the remedies herein provided, or as provided by law, upon an event of default shall not be construed to constitute a waiver of such default; Licensee agrees to pay all attorneys' fees resulting from any suits or actions growing out of Licensee's failure to pay the rental in the amount and manner herein specified. No action or proceeding by Licensors under this paragraph shall in any manner release or discharged the covenants, agreements and undertakings of Licensee, or any liabilities, obligations, risks or duties assumed herein by Licensee which may have accrued as of the date of any default.

7. Miscellaneous Covenants:

(a) This license is personal to the Licensee, and shall not inure to the benefit of any receiver, trustee or other officer, or of any assignee for the benefit of creditors as an asset of Licensee, but shall cease and terminate upon the appointment of any such receiver, trustee or other officer, of the making of any such assignment.

(b) This License and all of the provisions herein contained shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensors of any name changes. Licensee agrees not to sublet said premises or any part thereof, or assign this License or any interest therein without the consent of Licensors in writing, and any and every such attempted subletting or assignment without such prior written consent shall be void and of no effect. In the event of any assignment or subletting, Licensee shall at all times remain fully responsible and liable for the payment of the rental herein specified, and for the compliance of all of its other obligations under the terms, provisions, and covenants of this License.

(c) The personal pronouns used herein as referring to Licensee shall be understood so to refer to Licensee whether Licensee be a natural person, a partnership, or a corporation, or any combination thereof.

(d) Any notice herein required to be given by Licensors to Licensee shall be deemed properly given if served upon or delivered to Licensee or his authorized agent, or if posted on or if mailed, postpaid, addressed to Licensee at his last known place of business.

(e) No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement, or waiver of any of the provisions of this license be binding upon either party hereto unless the same be supplemented, altered, changed, or amended by an instrument in writing, signed by Licensors and Licensee.

(f) This agreement does not become binding upon Licensors until executed by Licensors's vice president-operation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By J. A. Ford
Vice President-Operation

CITY OF McALESTER

By W. B. Payburn
Mayor

C O N T R A C T

This contract is made and entered into this 26th day of March 1996 between the City of McAlester, Oklahoma, ex rel McAlester Public Library Board, (hereinafter referred to as "The City"), and the Southeastern Public Library Board System of Oklahoma, a multi-county public library system established and authorized by Title 65, Okl. Stat. Laws 1994 Secs. 4-101 et seq., (hereinafter referred to as "The System") and supersedes and replaces all previous agreements made by the parties relating to the use of that part of the premises by The System for administrative offices and service center.

In consideration of the mutual benefits derived by the parties from the performance of those promises and agreements hereinafter contained, it is agreed by The City and The System as follows:

1. The City agrees that an area of approximately 3,164 square feet, located in the lower level of the McAlester Public Library Building and currently used by The System for administrative offices and service center shall be provided to The System during the term of this contract for such stated purposes.
2. The City agrees to maintain that area of the premises, including fixtures, provided to The System for administrative offices and service center, in a state of good repair and cleanliness.
3. The City and The System agree that the recurring monthly utility expenses for the McAlester Public Library Building for natural gas, electricity, water and waste disposal shall be shared with The City paying eighty-seven and one-half percent (87-1/2%) of such costs and The System paying twelve and one-half percent (12-1/2%) thereof. The City shall pay the total cost and The System shall reimburse The City for its share during the immediate succeeding month. The cost resulting from this arrangement will be reviewed on an annual basis.
4. The System agrees to provide the cost of telephone service for the entire McAlester Public Library Building, including but not limited to facsimile, modem, or other related communication costs.

It is further agreed that:

- a. The title to all real estate, furniture, special display cases and fixtures belonging to the City of McAlester shall remain the property of the City of McAlester.
- b. Gifts, bequests, etc. made to the McAlester Public Library shall be used in accordance with the donors' instructions. Gifts not so directed will be managed in accordance with SEPLSO policies.
- c. Gifts given to the McAlester Public Library with the expectation that they will be housed and used primarily by this Library will receive the full cooperation of SEPLSO to see to it that such expectations are met. In cases where items in this category are no longer useful, reasonable efforts will be made to contact the donor in order to coordinate their disposition.

The City and The System agree that the term of this Contract shall commence on January 1, 1996, and shall continue through Dec. 30, 1996. The term of the Contract shall thereafter be extended for successive periods of like term until either party shall give written notice to the other not less than ninety (90) working days prior to the end of the current term of their intent to terminate the Contract. The terms and conditions of the Contract may be amended by agreement of the parties for any succeeding term upon written notice to the other at least forty-five (45) working days before the end of the current term, that the notifying party wishes to negotiate an agreement upon any proposed amendment included in the notice.

This Contract is to be binding upon our successors and assigns.

SOUTHEASTERN PUBLIC LIBRARY SYSTEM
OF OKLAHOMA

By Roy V. Bynum

ATTEST:

Therese J. Wallis

CITY OF McALESTER

By Steve Cunningham

ATTEST:

Bobbie Lanz

ADDENDUM NO. 6

12 2014



The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Oklahoma State Penitentiary, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2014 to and including December 31, 2014.

2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.00 per 1,000 gallons.

3. Other Amendments:

In all other respects, the provisions of the water purchase contract between the City and the District dated January 1, 2008, which are unaffected by the above stated amendments shall remain in full force and effect during such extended contract period.

Agreed and signed as of this _____ day of _____, 2014, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____

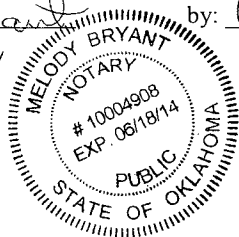
Mayor

(SEAL)

Attest:

Oklahoma State Penitentiary

Melody Bryant
expired 8-18-14
#10004908



by: _____

Quintus Jamnell

ADDENDUM NO. 6

The Water Purchase Contract between the City of McAlester, Oklahoma, hereafter referred to as the "City" and Pittsburg County Rural Water District No. 6, hereafter referred to as the "District", dated January 1, 2008, is amended in the following particulars by mutual agreement of the City and the District in consideration of those mutual promises made:

1. Term of Contract: That the term of the water purchase contract is hereby renewed and extended for a period of one (1) year. That the effective dates of such contract shall be from January 1, 2014 to and including December 31, 2014.
2. Rate of Payment: That the wholesale rate to be paid the City by the District during this contract period for water purchased shall be \$ 3.00 per 1,000 gallons.
3. Other Amendments:

In all other respects, the provisions of the water purchase contract between the City and the District dated January 1, 2008, which are unaffected by the above stated amendments shall remain in full force and effect during such extended contract period.

Agreed and signed as of this ____ day of _____ 2014, regardless of the actual date of signing.

(SEAL)

Attest:

City of McAlester, Oklahoma

City Clerk

by: _____
Mayor

(SEAL)

Attest:

Pittsburg County RWD No. 6

C. Hester Hensley
Board Secretary

by: Jim Pennington
Chairman



McAlester City Council

AGENDA REPORT

Meeting Date: March 11, 2014
Department: Mayor/Council
Prepared By: Cora Middleton, City Clerk
Date Prepared: March 4, 2014

Item Number: 1
Account Code: 01-5101350
Budgeted Amount:
Exhibits: 1

Subject

Take necessary steps to fill Ward 4 Council seat.

- a. Consider, and act upon, declaring a vacancy in Ward 4 Council seat.
- b. Consider, and act upon, a resolution setting the Special election date for Ward 4.

Recommendation

- a. Motion to declare Ward 4 Council seat as vacant.
- b. Motion to approve resolution setting the Special election dates for Ward 4.

Discussion

City of McAlester Charter Section 2.06 (c) Filling of Vacancies. The Council, by majority vote of its remaining members, shall fill vacancies in its own membership, including the office of Mayor, for the unexpired terms, provided that should the unexpired term to be so filled be one year or longer, the Council shall call a special election for the purpose of electing a suitable person to fill such vacancy for the remainder of the unexpired term, not less than 30 days nor more than 60 days following declaration of vacancy, all candidates to file upon applications provided for said purpose, and the candidate receiving the greater number of votes to be elected.

By law a Resolution must be presented to the County Election Board prior to filing of candidates and at least 75 days before the Primary election. The Resolution must be published no less than ten (10) days prior to the first date of filing. Attached is the Resolution regarding the Special elections for Ward 4 Council seat. These dates were verified with the City Attorney and the County Election Board.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	03/04/14
City Manager	P. Stasiak	03/04/14

RESOLUTION NO. _____

A RESOLUTION DECLARING A VACANCY ON THE CITY COUNCIL, SETTING SPECIAL ELECTION AND FILING PERIOD FOR REGISTERED QUALIFIED VOTERS OF THE CITY OF MCALESTER; PROVIDING FOR SAID ELECTION TO BE CONDUCTED BY THE PITTSBURG COUNTY ELECTION BOARD; PROVIDING THAT POLLS SHALL BE OPEN CONTINUOUSLY FROM 7:00 A.M. TO 7:00 P.M.; PROVIDING FOR SEPARABILITY.

* * * * *

WHEREAS, one (1) vacancy exists on the McAlester City Council by reason of no candidates for the Fourth (4th) Ward Councilman seat; and

WHEREAS, the vacancy is for more than one (1) year; and

WHEREAS, under the provisions of the Charter of the City of McAlester, a Municipal Corporation, a Special Election shall be held for the purpose of electing a suitable person to fill the vacancy of the unexpired term of Ward Four Councilman; and

WHEREAS, the filing period for said Special Election shall be for three (3) days, on a Monday, Tuesday, and Wednesday, and the Statutory Municipality shall submit a Resolution to the County Election Board not fewer than fifteen (15) days prior to the filing period.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of McAlester, that:

1. There is hereby called a Special Election which shall be held on the 24th day of June, 2014, between the hours of 7:00 A.M. and 7:00 P.M.
2. The office to be voted upon in said election shall be the Office of Councilman for Ward 4 of the City of McAlester; and every qualified elector of said Ward shall be entitled to vote for one candidate for Councilman from said ward.
3. The filing period for said election shall begin at 8:00 A.M., April 14, 2014, and expire at 5:00 P.M., April 16, 2014.
4. The Special Election shall be non-partisan and no party designation or emblem shall be placed on the ballots.
5. The office shall be awarded to the person receiving the greatest number of votes.
6. Persons qualified for the Office of Fourth Ward Councilman are qualified electors of the City of McAlester, who are at least 25 years of age, who have

resided in the City of McAlester at least two (2) years, and who have resided for a period of one (1) year in Fourth Ward.

7. There shall be no required filing fee for the Office of Councilman.
8. Pursuant to O.S. 2012 Supp. § 13-103, the following precincts are located entirely or partially within the McAlester city limits and will be opened for the above referenced election.

Ward 4-Precincts

8	William Gay School, 600 W. Madison
11	Christ United Methodist Church, 2621 N. Ash
36	Haywood School, Haywood

PASSED and **APPROVED** the _____ day of March, 2014.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By: _____
Steve Harrison, Mayor

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	March 11, 2014	Item Number:	2
Department:	Finance		
Prepared By:	Toni Ervin	Account Code:	
Date Prepared:	March 4, 2014	Budgeted Amount:	
		Exhibits:	3

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	3/04/2014
City Manager	P. Stasiak	3/04/2014

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,
AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE
BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL
CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY
CLAUSE; AND DECLARING AN EMERGENCY.**

WHEREAS, the City Council heretofore adopted Ordinance No. 2467 setting forth the Budget for Fiscal Year 2013-2014 beginning July 1, 2013 and ending June 30, 2014; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2013-2014 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2013-2014 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-3, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2013-2014 Budget.

SECTION 2: All portions of the existing FY 2013-2014 Budget, Ordinance No. 2467 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

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

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2014.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2014.

William J. Ervin, City Attorney

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
41	40720		Transfer from General Fund	460,547	150,000	610,547
			Total		150,000	

[illegible]

*** Does not include appropriated fund balance.

A1114-027

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
38	40999		Fund Balance	545,265	60,000	605,265
			Total		60,000	

[illegible]

*** Does not include appropriated fund balance.

Appropriate funds for the 2012 and 2013 bond payments scheduled increase not included in original budget

Posted By	Date	BA#	Pkt #
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FY 13-14 Budget Amendments listed by fund

					<u>Revenue</u>	<u>Expense</u>
005	8/27/13	01	General Fund	Budget Supplement to lapse and reappropriate Capital	-	549,238
010	11/12/13	01	General Fund	Appropriate funds for Planning & Comm Director & exp	-	50,256
017	1/28/14	01	General Fund	Appropriate Funds for MidYear Review	238,000	258,000
026	3/11/14	01	General Fund	Appropriate Funds for transfer for new ambulance	-	150,000
003	8/27/13	02	MPWA	Budget Supplement to lapse and reappropriate Capital	-	416,752
011	11/12/13	02	MPWA	Appropriate funds for Engineering for 20 inch Water line	-	70,000
018	1/28/14	02	MPWA	Appropriate Funds for MidYear Review	-	20,000
013	11/26/13	14	Police Grant Fund	Appropriate funds for DOJ Drug enforcement Grant	-	20,000
015	11/26/13	24	Airport Grant	Appropriate funds for Carryover of Airport Grant	1,823,620	1,823,620
023	1/28/14	28	Southeast Expo	Appropriate Funds for MidYear Review	-	28,000
004	8/27/13	30	Economic Development	Budget Supplement to lapse and reappropriate Capital	-	165,682
007	9/10/13	30	Economic Development	Appropriate funds for Econ Dev Website and Industrial Park clearing	-	34,600
009	11/12/13	30	Economic Development	Appropriate funds for Planning & Comm Director & exp	-	19,709
024	2/25/14	30	Economic Development	Appropriate Funds for Grant Project	260,000	260,000
016	11/26/13	32	Grants & Contributions	Appropriate funds for Gifts, Grants, and Contributions	74,529	74,529
022	1/28/14	32	Grants & Contributions	Appropriate Funds for MidYear Review	1,931	1,931
025	2/25/14	32	Grants & Contributions	Appropriate Funds for Disc Golf Course and Firewise Grant	19,000	19,000
021	1/28/14	35	Fleet Maintenance	Appropriate Funds for MidYear Review	51,105	51,105
020	1/28/14	36	Worker's Comp	Appropriate Funds for MidYear Review	239,643	239,643
006	8/27/13	38	Dedicated Sales Tax	Appropriate funds for Sales Tax Revenue Note Series 2013	-	545,265
028	3/11/14	38	Dedicated Sales Tax	Appropriate Funds for 2012 & 2013 Bond Payments scheduled increase not in budget	-	60,000
001	7/23/13	41	Capital Fund	Appropriate funds for 4 Police vehicles	-	140,000
002	8/27/13	41	Capital Fund	Budget Supplement to lapse and reappropriate Capital	-	217,954
008	9/24/13	41	Capital Fund	Appropriate funds for Chadick Park Playground Equipment	-	125,000
012	11/12/13	41	Capital Fund	Appropriate funds for 3 Police Vehicles	-	105,000
014	11/26/13	41	Capital Fund	Appropriate funds for Truck, blade & salt spreader	-	40,000
019	1/28/14	41	Capital Fund	Appropriate Funds for MidYear Review	-	246,400
023	2/25/14	41	Capital Fund	Appropriate Funds for 30 inch Pump Header Replacement	-	230,000
027	3/11/14	41	Capital Fund	Appropriate Funds for new ambulance	150,000	150,000
					2,857,828	6,111,684



McAlester City Council

AGENDA REPORT

Meeting Date: 03/11/2014
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 02/20/2014

Item Number: 3
Account Code:
Budgeted Amount:
Exhibits: 1

Subject

Discussion, and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Recommendation

Motion to approve the purchase of Firefighting Bunker Gear, approx. cost not to exceed \$6,000.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Discussion

We have several firefighters that are in need of new bunker gear. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.
The Fire Administration recommends the approval of this purchase.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		BB	02/20/2014
City Manager	P. Stasiak		03/04/2014

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

3/4/2014
1:51:31PM

Appropriation Ledger

Account FD-MCAL-2: MCALESTER FIRE DEPT M&O

Fiscal Year 2013-2014

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/1/2013	CARRYOVER BALANCE			\$43454.49	CARRYOVER FROM 2012-2013			43,454.49	0.00	43,454.49
	8/5/2013	MONTHLY APPROPRIATION			\$4790.78	JULY 2013			48,245.27	0.00	48,245.27
	9/3/2013	MONTHLY APPROPRIATION			\$5316.88	AUGUST 2013			53,562.15	0.00	53,562.15
	10/7/2013	MONTHLY APPROPRIATION			\$4764.89	SEPTEMBER 2013			58,327.04	0.00	58,327.04
	11/4/2013	MONTHLY APPROPRIATION			\$5026.91	OCTOBER 2013			63,353.95	0.00	63,353.95
	12/2/2013	MONTHLY APPROPRIATION			\$4554.14	NOVEMBER 2013			67,908.09	0.00	67,908.09
	12/3/2013	NORTHERN SAFETY	004442	\$1,220.00					67,908.09	1,220.00	66,688.09
	12/3/2013	CHIEF FIRE & SAFETY	004443	\$2,157.00					67,908.09	3,377.00	64,531.09
	1/6/2014	MONTHLY APPROPRIATION			\$4581.16	DECEMBER 2013			72,489.25	3,377.00	69,112.25
	1/21/2014	TRANSFER			\$-20000.00	TRANSFER TO FD-MCAL-3			52,489.25	3,377.00	49,112.25
	1/22/2014	CHIEF FIRE & SAFETY	005828	\$5,505.00					52,489.25	8,882.00	43,607.25
	1/27/2014	CHIEF FIRE & SAFETY	004443			\$2,157.00	2/6/2014	001030	50,332.25	6,725.00	43,607.25
	2/5/2014	MONTHLY APPROPRIATION			\$4844.29	JANUARY 2014			55,176.54	6,725.00	48,451.54
	2/5/2014	Range Totals:		\$8,882.00	\$0.00	\$2,157.00					

Year Total: \$8,882.00

\$0.00

\$2,157.00

\$55,176.54

\$6,725.00

\$48,451.54

* Paid column reflects the date on which the warrant was cancelled or void.

Page 1 of 1

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

3/4/2014
 1:51:31PM

Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY

Fiscal Year 2013-2014

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/1/2013	CARRYOVER BALANCE			\$11691.24				11,691.24	0.00	11,691.24
	12/3/2013	OCI MANUFACTURING	004440	\$3,000.00					11,691.24	3,000.00	8,691.24
	12/3/2013	NORTHERN SAFETY	004441	\$5,970.00					11,691.24	8,970.00	2,721.24
	12/3/2013	TRACTOR SUPPLY	004445	\$649.99					11,691.24	9,619.99	2,071.25
	1/21/2014	TRANSFER			\$20000.00				31,691.24	9,619.99	22,071.25
	1/22/2014	CHIEF FIRE & SAFETY	005826	\$6,850.00					31,691.24	16,469.99	15,221.25
	2/18/2014	NORTHERN SAFETY	004441			\$5,970.00	2/26/2014	001131	25,721.24	10,499.99	15,221.25
	2/18/2014	Range Totals:		\$16,469.99	\$0.00	\$5,970.00					

Year Total: \$16,469.99

\$0.00

\$5,970.00

\$25,721.24

\$10,499.99

\$15,221.25

* Paid column reflects the date on which the warrant was cancelled or void.



McAlester City Council

AGENDA REPORT

Meeting Date: 03/11/2014
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 03/04/2014

Item Number: 4
Account Code:
Budgeted Amount:
Exhibits:

Subject

Discussion, and possible action, on approval of expenditures related to the Fire Department.

Recommendation

Motion to approve the replacement of our 2001 ford E-350 ambulance. Approx. cost to the city, \$150,000.

Discussion

This ambulance needs over \$10,000.00 in repairs. It is 13 years old and was scheduled to be replaced in the capital plan for fiscal year 2014-2015.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	B Brewer	BB	03//04/2014
City Manager	P. Stasiak		03//04/2014



ESTIMATE WORKSHEET

Customer

Name: MCAISTER FIRE Date: 3/5/14

Phone: 423-6709 Work: SAME Cell: "

Repair Order # 153079 Year: 2001 Make: FORD Model: ECONOLINE

VIN# 1FDSS34F314B77613

Labor: \$ 3394.50

Parts: \$ 8904.35 Parts Quote #: QR 3317

Towing: \$ / Towing Invoice #: N/A

Shipping: \$ /

Rental: \$ /

Sublet: \$ /

Misc.: \$ /

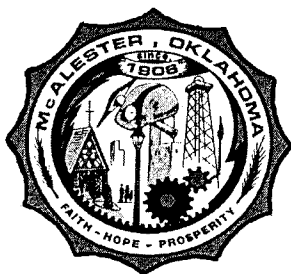
Sales Tax: \$ CITY VEHICLE NO TAX

Total: \$ \$12298.85

Advisor: DM/S 6218 Technician: 3911

Customer Authorization:

By: _____ Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date: March 11, 2014
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: February 20, 2014

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon a recommendation from the McAlester Cemetery Board to expend Cemetery Perpetual Care Funds for the purchase of (2) zero turn mowers, roof replacement at office building, trees for Cemetery grounds and funeral set-up supplies.

Recommendation

Motion to approve Cemetery Board recommendation to purchase (2) zero turn mowers, roof replacement for office, trees for grounds and funeral set-up supplies.

Discussion

McAlester Cemetery Board met in special session on February 19th, 2014 and voted unanimously to go out for bid to purchase (2) zero turn mowers at an approximate cost of \$36,000.00, to purchase 25 trees at a cost of \$2247.00 to continue to replace trees lost at Cemetery due to 2000 and 2007 ice storms and to old age (approximately 350 trees were lost due to these events), and to expend \$2883.00 to replace 20 year old roof at Cemetery Office building, and to expend up to \$9000.00 to replace worn out funeral set-up supplies (to include new roll around tent, lowering device, chair covers and grass premier set).
Total cost of this request is: \$50,130.00.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	02/20/14
City Manager	P. Stasiak <i>PJS</i>	03/04/14

Sec. 26-45. Meetings—Generally.

The cemetery board shall determine the time and place of its regular meetings, and the chairman or any four of the members may call special meetings.

(Code 1974, § 9-18)

Sec. 26-46. Same—Failure to attend.

If a member of the cemetery board fails to attend more than half of all the meetings of the board, regular and special, held within a year, he shall ipso facto cease to be a member.

(Code 1974, § 9-19)

Sec. 26-47. Advice, recommendations to council and manager.

The cemetery board may advise and make recommendations to the council and the city manager on any matters pertaining to the cemetery.

(Code 1974, § 9-20)

Secs. 26-48—26-60. Reserved.**DIVISION 3. CEMETERY CARE FUND*****Sec. 26-61. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fund means the cemetery care fund created by section 26-62.

(Code 1974, § 9-32)

Cross reference—Definitions generally, § 1-2.

Sec. 26-62. Created; name.

In all cemeteries of the city where lots are sold or charges made for interments, 12.5 percent of all monies received from the sale of lots and interments shall be segregated and set aside as a

*Cross reference—Finance, § 2-256 et seq.

State law reference—Perpetual care funds, 8 O.S. § 26-201 et seq.

permanent fund to be known as the cemetery care fund. Such fund shall be used and invested as provided in this division.

(Code 1974, § 9-33; Ord. No. 2199, § 1, 8-23-05)

Sec. 26-63. General duties of city treasurer.

It is hereby made the duty of the city treasurer to set up and establish the fund and to keep a separate account of all revenues and funds received and derived from the sale of lots sold in any cemetery of the city, and charges made for interments and other services rendered and performed by the city in any cemetery for which a charge is made, and at the end of each calendar month to transfer and credit to the fund 12.5 percent of all such amounts received from the sale of cemetery lots and charges made for interments.

(Code 1974, § 9-34; Ord. No. 2273, § 1, 12-11-07)

Sec. 26-64. Deposit or investment; use of interest.

The fund shall be separately deposited or invested as the city council may order and provide from time to time, and the interest on such fund shall be added to the fund as the same shall be earned and collected. The interest on the fund shall be expended and used in improving, caring for and embellishing the lots, walks and drives and in making other necessary improvements on the cemeteries of the city; provided that, before any part of the interest on the fund shall be so used or expended, an appropriation therefor shall be made by the city council and duly entered upon the minutes of the council proceedings.

(Code 1974, § 9-35)

Sec. 26-65. Use of principal.

The cemetery care fund principal shall be expended for purchasing lands for cemeteries and for making capital improvements which shall mean all items and articles, either new or replacements, not consumed with use but only diminished in value with prolonged use, including but not limited to roads and streets, drainage improvements, water and sewerage improvements, machinery, equipment, furniture and fixtures, all real property, all construction or reconstruction of buildings, appurtenances and improvements to

real property, the cost and expenses related thereto of rights-of-way or other real property, engineering, architectural or legal fees, and payment for improvements for which subsequent reimbursement is made.

(Code 1974, § 9-36; Ord. No. 2199, § 1, 8-23-05)

Sec. 26-66. Not to be included in general funds of city or in financial statement to county excise board.

No part of the fund or the interest thereon shall be included at any time in the general funds of the city, nor shall the same be included in any financial statement made to the county excise board in estimating the revenues of the city, nor shall the same be deducted in any such financial statement and estimate of the city for any fiscal year from the amount to be levied and raised by taxation for the city during such fiscal year or any fiscal year.

(Code 1974, § 9-37)

Sec. 26-67. Failure to set aside proceeds for benefit of fund.

It shall be unlawful for the city manager, city treasurer or any other appointee of employee or any other person having control of funds derived from the sale of cemetery lots of interments to fail to set aside, segregate and deposit in the fund 12.5 percent of the proceeds of the sale of cemetery lots and charges for interments, or to directly or indirectly cause the same to be done.

(Code 1974, § 9-38; Ord. No. 2273, § 1, 12-11-07)



THE PRIVATE BANK
BANK OF OKLAHOMA

P.O. Box 1270 | Tulsa, OK 74101-1270

MCALESTER, CITY PERPETUAL FUND

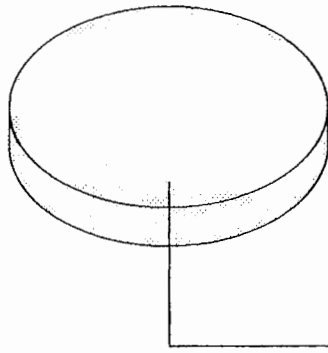
Account Number: 62-7029-18-4
Statement Period: 01/01/14 - 01/31/14

Administrator
 Wesley Knight 405-936-3929
 Bank of Oklahoma

CITY OF MCALESTER CEMETERY FUND
ATTN: CONTROLLER
P. O. BOX 578
MCALESTER OK 74502
7450200002

Investment
 Tim Hopkins 405-936-3740

Investment Objective: Liquidity



	Market Value	Percent
Short Term Inv	340,513.25	100.0%
Market Value	340,513.25	100.0%
Total Portfolio Value Plus Accrued Income	340,516.14	

Activity Summary

	Current Period	Year To Date
Market Value At Beginning of Period	340,510.36	340,510.36
Receipts and Income	2.89	2.89
Expenses and Disbursements	0.00	0.00
Unrealized Gain/Loss	0.00	0.00
Market Value At End of Period	340,513.25	340,513.25



THE PRIVATE BANK
BANK OF OKLAHOMA

P.O. Box 1270 | Tulsa, OK 74101-1270

MCALESTER, CITY PERPETUAL FUND

Account Number:

62-7029-18-4

Statement Period:

01/01/14 - 01/31/14

Short Term Investments

Description	Shares	Total Market Total Cost	Market Price Cost Price	Est Ann Inc Accrued Inc	Yld To Mat Curr Yld
BOK Short-Term Cash Fund I	340,513.250	340,513.25	1.00	34	
		340,513.25	1.00	2.89	0.01
Principal Cash		-2.89			
		-2.89			
Income Cash		2.89			
		2.89			
Total Short Term Investments		340,513.25		34	
		340,513.25		2.89	0.01



THE PRIVATE BANK
BANK OF OKLAHOMA

P.O. Box 1270 | Tulsa, OK 74101-1270

MCALESTER, CITY PERPETUAL FUND

Account Number:

62-7029-18-4

Statement Period:

01/01/14 - 01/31/14

Transaction Summary

	Principal Cash	Income Cash	Cost
Beginning Balances	9,220.81	-9,220.81	340,510.36
Receipts			
Interest		2.89	
Total Receipts	0.00	2.89	0.00
Disbursements			
Other Disbursements	-9,220.81	9,220.81	
Total Disbursements	-9,220.81	9,220.81	0.00
Purchases			
Net Sweep Purchases	-2.89		2.89
Total Purchases	-2.89	0.00	2.89
Ending Balances	-2.89	2.89	340,513.25



THE PRIVATE BANK
BANK OF OKLAHOMA

P.O. Box 1270 | Tulsa, OK 74101-1270

MCALISTER, CITY PERPETUAL FUND

Account Number:

62-7029-18-4

Statement Period:

01/01/14 - 01/31/14

Receipts

Date	Principal Cash	Income Cash	Cost
Interest			
BOK Short-Term Cash Fund I			
01/02/14 Int To 12/31/13		2.89	
Total Interest		2.89	
Total Receipts	0.00	2.89	0.00



THE PRIVATE BANK
BANK OF OKLAHOMA

P.O. Box 1270 | Tulsa, OK 74101-1270

MCALESTER, CITY PERPETUAL FUND

Account Number:

62-7029-18-4

Statement Period:

01/01/14 - 01/31/14

Disbursements

Date	Principal Cash	Income Cash	Cost
Other Disbursements			
01/30/14 Transfer of Funds	-9,220.81	9,220.81	
Transfer of Principal Cash			
To Income Cash To Zero Out			
As of 12/31/2013			
Total Other Disbursements	-9,220.81	9,220.81	
Total Disbursements	-9,220.81	9,220.81	0.00



THE PRIVATE BANK

BANK OF OKLAHOMA

P.O. Box 1270 | Tulsa, OK 74101-1270

MCALISTER, CITY PERPETUAL FUND

Account Number:

62-7029-18-4

Statement Period:

01/01/14 - 01/31/14

Purchases

Date	Principal Cash	Income Cash	Cost
Net Sweep Purchases			
BOK Short-Term Cash Fund I			
01/31/14 Purchases (1) 01/01/14 To 01/31/14	-2.89		2.89
Total Net Sweep Purchases	-2.89		2.89
Total Purchases	-2.89	0.00	2.89

For Your Information

** THIS STATEMENT IS NOT AN OFFICIAL STATEMENT FOR TAX REPORTING PURPOSES. **

***OKLAHOMA LAW PROVIDES THAT ANY CLAIM FOR A BREACH OF TRUST MUST BE JUDICIALLY COMMENCED WITHIN TWO YEARS AFTER RECEIPT OF A STATEMENT WHICH FIRST DISCLOSES THE TRANSACTION CONSTITUTING THE ALLEGED BREACH OF TRUST.

** ASSET MARKET VALUES REPORTED ON THIS STATEMENT - PUBLICLY TRADED SECURITIES ARE VALUED IN ACCORDANCE WITH MARKET QUOTATIONS OR VALUATIONS FROM INDUSTRY SERVICES BELIEVED RELIABLE. NON-PUBLICLY TRADED SECURITIES AND NON-SECURITY ASSETS REFLECT VALUES FROM OTHER THIRD-PARTY SOURCES OR INTERNALLY GENERATED VALUATIONS WHICH MAY BE AS OF A DATE PRIOR TO THE STATEMENT DATE. ASSETS FOR WHICH A CURRENT VALUE IS NOT AVAILABLE MAY NOT BE PRICED, MAY BE REFLECTED AS NOT VALUED OR AT A NOMINAL VALUE OF \$1.00. VALUES SHOWN DO NOT NECESSARILY REFLECT PRICES AT WHICH ASSETS COULD HAVE BEEN BOUGHT OR SOLD. *** THIS STATEMENT REPORTS ALL ACTIVITY OCCURRING IN THE ACCOUNT DURING THE REPORTING PERIOD. PLEASE PROMPTLY REVIEW THE STATEMENT AND REPORT TO US ANY MATTERS ABOUT WHICH YOU HAVE QUESTIONS OR BELIEVE TO BE AN ERROR OR OMISSION. IF YOU DO NOT NOTIFY US IN WRITING OF ANY SUSPECTED ERROR WITHIN SIXTY DAYS OF RECEIVING THIS STATEMENT, YOU WILL BE DEEMED TO HAVE REVIEWED AND CONSENTED TO ALL ACTIVITY REPORTED HEREIN.



McAlester City Council

AGENDA REPORT

Meeting Date:	March 11, 2014	Item Number:	6
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	
Date Prepared:	March 4, 2014	Exhibits:	1

Subject

Consider and act upon to approve agreement with Tyler Technologies to provide products and services and authorize the Mayor to sign subject to the City Attorney recommended change.

Recommendation

Motion to approve agreement and authorize the Mayor to sign.

Discussion

The Tyler Technologies products and service is for the Police Department ticket writers.

After a thorough discussion we have only one recommended change. On Page 8 of the proposed agreement, paragraph 5.3.2 should read:

"Client shall indemnify and hold harmless Tyler and its agents, officials and employees...."

The City does not indemnify private companies or organizations. Removing this indemnity provision does not relieve the City of responsibility under the law, so the Contractor would still have a right to make a claim.

Other than this change the contract is in a proper legal form

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

2/18/2014



AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2014 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of McAlester, with offices at 28 East Washington, McAlester, Oklahoma 74502 ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install and implement the products and services set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

1. SOFTWARE LICENSE AGREEMENT

1.1. License Grant.

- 1.1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- 1.1.2. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.
- 1.1.3. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- 1.1.4. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- 1.1.5. Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation

confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.

1.1.6. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.

1.1.7. Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.

1.1.8. Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

1.2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

1.3. Intellectual Property Infringement Indemnification.

1.3.1. Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

1.3.2. Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- a. Promptly notifies Tyler in writing of any such claim;
- b. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- c. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

1.3.3. Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- a. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- b. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- c. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- d. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- e. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- f. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

1.3.4. Remedy.

- a. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
- b. Procure for Client the right to continue using the infringing Tyler Software Products; or
- c. Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
- d. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

2. PROFESSIONAL SERVICES AGREEMENT

2.1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

- 2.2. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.
- 2.3. Cancellation of Services. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.
- 2.4. Additional Services.
- 2.4.1. The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section 2.2.
- 2.4.2. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

3. MAINTENANCE AGREEMENT

- 3.1. Maintenance Services. This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Fees for subsequent years are subject to change.
- 3.2. Maintenance Services Terms, Conditions, Limitations and Exclusions.
- 3.2.1. For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate

maintenance services upon Client's payment of the overdue maintenance fees.

3.2.2. For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

3.2.3. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

3.3. Client Responsibilities.

3.3.1. Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

3.3.2. Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. As a secondary connectivity tool to the Tyler Servers, Tyler will install a third party secure unattended remote connectivity program, which is currently Bomgar. Client will need to provide Tyler a login account with local administrative privileges to the Tyler Servers. Tyler requires that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connections to assist with problem diagnosis and resolution.

3.4. Support Terms for Clients Not Participating in Annual Maintenance Agreement. The Software License Agreement includes ninety (90) days free maintenance. If Client elects not to participate in the Annual Software Maintenance Agreement, Client shall receive support on a Time and Materials basis following ninety (90) days after the Tyler Software is verified in accordance with the following terms.

3.4.1. Such Clients:

- a. will receive the lowest priority for Software Support,
- b. will be required to purchase new releases of the Software. New releases will include fixes, enhancements, and updates, such as Tax Tables, W/2 reporting

formats, 1099 changes, etc.,

- c. will be charged \$175 per hour with a two-hour minimum for all software support calls,
- d. will not be granted access to Tyler's software support web-site,
- e. are subject to higher rates for training and continuing education performed by Tyler employees. This is due to the fact that the Client may not be utilizing the most current version of our software.

3.4.2. Tyler will not guarantee a program fix to a documented bug for software versions that are not the currently released version. If a Client decides to discontinue the Software Maintenance Agreement and later chooses to reinstate the Software Maintenance Agreement, the Client will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%) dating back to the date when the Client discontinued the Software Maintenance Agreement.

4. THIRD PARTY PRODUCT AGREEMENT

4.1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware ("Hardware") and third party software ("Third Party Software") set forth in the Investment Summary (collectively, the "Third Party Products").

4.2. Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products ("Developer").

4.3. Third Party Software Maintenance. In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.

4.3.1. In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.

4.3.2. In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.

5. GENERAL TERMS AND CONDITIONS

5.1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the

proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Paragraph 5.21. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

- 5.2. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

5.2.1. Force Majeure will not be allowed unless:

- a. Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b. Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

5.2.2. Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

5.2.3. In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5.3. Indemnification.

5.3.1. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or

property damage arising from Tyler's negligence or willful misconduct.

- 5.3.2. Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.
- 5.4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.
- 5.5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.
- 5.6. Dispute Resolution. The parties agree to notify each other within fifteen (15) business days of becoming aware of a dispute under this Agreement ("Dispute Notice Date").
- 5.6.1. The parties further agree that, before resorting to any formal dispute resolution process, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party principals agree to participate directly in these negotiations. Unless otherwise agreed in writing, the parties shall have fifteen (15) business days from the Dispute Notice Date to begin these negotiations, and thirty (30) days from the Dispute Notice Date to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 and/or any similar applicable state rule.
- 5.6.2. In the event the parties fail to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.
- 5.6.3. Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

- 5.7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 5.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.
- 5.9. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 5.10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.
- 5.11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
- 5.12. Termination.
- 5.12.1. Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.
- 5.12.2. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.
- 5.13. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.
- 5.14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
- 5.15. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that

disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years.

5.15.1. This obligation of confidentiality will not apply to information that:

- a. At the time of the disclosure is in the public domain;
- b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d. A party receives from a third party who has a right to disclose it to that party; or
- e. Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law, provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

5.16. Shipping. Delivery shall be F.O.B. shipping point.

5.17. Payment Terms.

5.17.1. Tyler shall invoice Client \$687.50 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.

5.17.2. Tyler shall invoice Client \$1,650.00 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.

5.17.3. Tyler shall invoice Client the Third Party Software license fees of \$41,460.00 and the year 1 Third Party Software maintenance fees of \$5,500.00 upon delivery of such Third Party Software.

5.17.4. Tyler shall invoice Client \$412.50 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.

5.17.5. Tyler shall invoice Client fees for services, plus expenses, if and as provided/incurred.

- 5.17.6. Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- 5.17.7. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- 5.17.8. Payment is due within thirty (30) days of the invoice date. If payment is not made within thirty (30) days of the invoice date, a one and one half percent (1.5%) per month interest charge shall be assessed until date of payment.
- 5.17.9. Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Subsequent annual Maintenance fees are subject to change and will be due on the anniversary of such date.
- 5.18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:
- Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
- ABA: 121000248
- Account: 4124302472
- Beneficiary: Tyler Technologies Inc. – Operating
- 5.19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
- 5.20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
- 5.21. Notices.
- 5.21.1. All notices or communications required or permitted as a part of this Agreement will be

in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- a. Actually received,
- b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- c. Upon receipt by sender of proof of email delivery, or
- d. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

5.21.2. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

City of McAlester	Tyler Technologies, Inc.
28 East Washington	5519 – 53 rd St.
McAlester, OK 74502	Lubbock, TX 79414
Attention: James Stanford	Attention: Albert Mendoza

5.22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

5.23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

City of McAlester, OK

Tyler Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

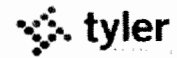
Title: _____

Date: _____

Date: _____

Investment Summary

James Stanford
City of McAlester, OK



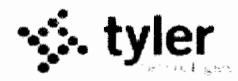
Prepared for:	City of McAlester, OK	Contract ID #:	2014-0018
Contact Person:	James Stanford	Issue Date:	1/20/14
Address:	28 East Washington McAlester, OK 74502 (918) 423-9300	Salesman:	R. Burns
Phone:		Tax Exempt:	Yes / No
Fax:			
Email:	james.stanford@cityofmcAlester.com		

Product, Service & Equipment	Milestone # 1	Milestone # 2	Milestone # 3	As Progress Occurs	Totals	Maintenance
Total Third Party Hardware & Software		41,460.00			41,460.00	5,500.00
Total Applications Software <i>License Fees - INCODE Court Case Management Suite</i>	687.50	1,650.00	412.50		2,750.00	1,238.00
Total Professional Services <i>Third Party Services</i>				10,000.00	10,000.00	
Totals	687.50	43,110.00	412.50	10,000.00	54,210.00	6,738.00

Please Note: Travel expenses will be billed as incurred.

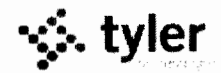
Software Licenses

City of McAlester, OK
January 20, 2014



Application Software	QTY	License Fee	Annual Maintenance
Incode Court Case Management Suite		2,750	1,238
Brazos Citation Issuing Device Interface	1		
Incode Application Subtotal		2,750	1,238
Application and System Software Total		2,750	1,238

Brazos Technology e-Citations



City of McAlester, OK
January 20, 2014

Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Brazos eCitation Mobile Application Software					
Brazos RDC Software	10	8,500		3,500	Brazos
- Citations					
- Warnings					
- Parking Tickets					
- Field Interviews					
- Stand-alone racial profiling (when not captured via other methods)					
- 1 Year Maintenance and Support					
Brazos Interface to Court	1	N/C		1,000	
Brazos Interface to Public Safety	1	N/C		1,000	
<i>**Brazos Technology Interface Only</i>					
Implementation Services			7,000		
- One fee independent of number of devices					
- Customized Screen and Print Layouts (from an existing layout)					
- Creation of Web report that is exactly like defendant citations					
- Customization of Offenses (includes additional information)					
- Import of Officer Information					
- Import of Location Information (if applicable)					
- Implementation of Bluetooth communication between mobile device and printer					
- Installation of all software at customer site					
- Customization of additional reports					
Training			3,000		
- Two (2) days of officer/employee training					
- One (1) day of administrator training					
- Includes classroom and OJT training					
- Maximum Group Size = 12					
- All documentation					
<i>Travel and Expenses are billed as incurred</i>					
Brazos Mobile Hardware					
Motorola MC75A (2D Imager)	10	16,700			Motorola
- Includes AT&T, Verizon or Sprint Cellular Capability (must specify)					
- 2 Mega-Pixel autofocus camera					
- Built-in GPS					
- Extremely Bright 640x400 Full VGA Screen					
- Microsoft Mobile v. 6 operating system					
- 1 Year Warranty (Parts & Labor Only)					
Magnetic Stripe Reader Attachment	10	1,450			
Brazos Mobile Hardware Accessories					
Extended Warranty for MC75A/MC70	10	2,950			
- 3 Years Bronze Support					
- 3 to 5 day turnaround					
- Comprehensive Coverage (no fault)					
- Can only be purchased with new device					
4-bay Docking Cradle for MC75A/MC70 (Highly Recommended)	3	1,275			
- Includes all cables (power supply and 6' network cable)					
Additional MC75A Extended Life Battery	10	590			
- 1.5x Battery					
4-Bay Battery Charger for Extended Life Batteries	3	585			
Brazos Mobile Printers and Accessories					
Zebra RW420 Bluetooth Printer	10	7,310			Zebra
- One (1) Year Manufacturer's Warranty					
- Bluetooth Communications					
Additional Batteries for RW420	10	780			
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	3	1,035			
One Case (36 rolls) of standard thermal paper	3	285			
Brazos Software and Services		8,500	10,000	5,500	
Brazos Hardware Devices and Printers		32,960			
Brazos Technology Total		41,460	10,000	5,500	

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience

and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking and Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012

Council Chambers
Municipal Building
February 25, 2014

The McAlester Airport Authority met in a Regular session on Tuesday, February 25, 2014, at 6:00 P.M. after proper notice and agenda was posted February 24, 2014.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Jason Barnett & Steve Harrison
Absent: Buddy Garvin
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the February 11, 2014 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending February 18, 2014. *(Toni Ervin, Chief Financial Officer)* In the amount of \$2,026.19.
- Confirm action taken on City Council Agenda Item 1, accepting the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2013. *(Mike Gibson, Cole & Reed and Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 8, an Ordinance on proposed revised Personnel Policies, including Drug and Alcohol Testing Policies, for amendment of the City Code section 2-67 and repeal of any previous Personnel Policies, Employee Handbook, and Administrative Policies; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*

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

AYE: Trustees Karr, Barnett, Smith, Titsworth, Read & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.



City Manager Report to the Council

March 11, 2014

Business:

- The City has received preliminary sales tax numbers for the period January 16, 2014 through February 15, 2014. The preliminary sales tax number to be received from the Oklahoma Tax Commission is \$1.019M. The budgeted number for this period is \$1.059M or \$40K under budget. Overall, the City continues to remain in a stabilized position for the budget year.

Police Department:

- Contract Negotiations for 2014-2015 set for March 5, 2014.
- The City and FOP Lodge 97 have been waiting on a grievance arbitration decision based on the measurement of Police Officer Activity. Arbitrator Hempe granted the grievance to the FOP on the grounds that monthly evaluation and discipline for field activity was a unilateral change in frequency, and that officers should only be evaluated for field activity on an annual or biennial basis. Arbitrator Hempe suggested that the parties should negotiate any new, more frequent evaluation process. This discussion has been initiated with the FOP with our union negotiations.

Fire Department:

- Contract Negotiations for 2014-2015 set for March 7, 2014.
- Grievance – January 16, 2014, Captain Rick Beams Leave. Staff met with Mr. Beams and Mike Caniglia, President IAFF to discuss the merits of the grievance on February 20, 2014. A difference of opinion in the interpretation of injury leave and workman compensation exists. Staff was not able to reach agreement and the grievance will be set for arbitration in the future.
 1. Grievance has been set with Federal Mediation and Conciliation Service (FMCS), Case Number 140306-53984-1. A list of five (5) Arbitrators has been received. Both sides will now strike an Arbitrator until we are down to one (1).

Community Development Department:

- The Department of Environmental Quality (DEQ) and their contractor for lead abatement toured the old National Guard Armory. It is anticipated that the contractor will be on site to begin the abatement process by the end of the month. The contract calls for an abatement period of 120 days. Pride in McAlester is planning their spring cleanup for the month of April at the Armory and this will not interfere with the contractor. The contractors work is confined to the inside of the building.
- The President of the National Softball Association (NSA) will be in McAlester on Saturday, March 8, 2014 to tour our softball complex and facilities. This is an important step in bringing more tournaments to our community. Our Parks & Recreation Department has identified this as a goal for the upcoming year. These tournaments normally span several days and bring entire families to our community.

Public Works Department:

- The Chickasaw Nation has approved the easement for the water line relocation from under Talawanda Lake. Mehlburger Brawley is compiling the packet to be sent to the Bureau of Indian Affairs (BIA)/ Eastern Oklahoma regional office for final approval. This water line relocation has an estimated construction cost of \$550,000 that has yet to be funded.
- The Utility Maintenance Department has been overwhelmed with the sheer number of water breaks during the last two months. The freezing temperatures and dry conditions have caused the soil to contract which in turn causes the old water lines to move. This movement is causing excessive water line breaks. Utility Maintenance has not been able to go back to the locations and repair the streets, driveways and yards that have been disturbed. The Street Department has stepped in to assist Utility Maintenance in the repair of the areas disturbed. Once the breaks start to subside, then the Street Department will return to patching, cleaning and repairing the streets. This has been a difficult winter for our employees and they are to be commended for the herculean effort put forth to provide services to the citizens and keep our community safe.
- One (1) of the five (5) sand filters at the water treatment plant has been taken off line because of a collapsed under drain. This under drain was replaced several years ago and we have not been able to determine why we have experienced a structural failure of the drain. Tetra Tech Engineering Services has been contacted and will be on site Monday to determine the cause of the problem and the correction required.

Safety Department:

- Shawn Smith, Safety Coordinator has been promoted to E911 Manager. Shawn will assume the duties of managing the department and Dispatchers for the City of McAlester. This transition will take thirty to forty five days to complete as the City looks for a replacement for the Safety Department.

Upcoming Events:

- Southeast Hunting & Fishing Expo: March 5 – 9, 2014
- Choctaw Pow Wow: March 15, 2014
- Junk Hippy Road Show: March 21 – 23, 2014
- Piccadilly Circus: March 24, 2014
- Gathering of the Tribes Pow Wow: April 25 – 27, 2014
- Regional Wildlife Conference: June 23 – 24, 2014
- Bass Masters Tournament: June 2014
- Charity Bicycle Ride (Fall 2014)

Water Break Adjustments:

- Dickerson, Pace Plumbing, adjustment \$55.60
- Crespin, McAlester Mechanical, adjustment \$74.96
- Stevens, Lowes, \$70.72
- Palmer, Rent a Hand, \$87.91
- Holsted, Absolute Plumbing, \$107.41
- Jeffreys, James Due Plumbing \$230.94
- Raunika, Patrick & Son Plumbing, \$47.60
- Mowery, Pace Plumbing, \$35.17
- McCarty, Fields Plumbing, \$324.43

Meetings Attended:

- Community Gardens Meeting

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

AYE: Trustees Karr, Barnett, Smith, Titsworth, Read & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
February 25, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, February 25, 2014, at 6:00 P.M. after proper notice and agenda was posted February 24, 2014.

Present: Weldon Smith, John Titsworth, Robert Karr, Travis Read, Jason Barnett
& Steve Harrison

Absent: Buddy Garvin

Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the February 11, 2014 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending February 18, 2014. *(Toni Ervin, Chief Financial Officer)* In the amount of \$260,202.75.
- Confirm action taken on City Council Agenda Item D, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 134947-TW. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, approving ADDENDUM NO. 6. to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item F, approving ADDENDUM NO. 6. to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 6. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, accepting the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2013. *(Mike Gibson, Cole & Reed and Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*

- Confirm action taken on City Council Agenda Item 4, authorizing the appropriation of \$230,000 for the replacement of the 30 - inch header pipe at the Water Treatment Plant. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, approval of Change Order No. 1, for an extension of six days to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, Consider, and act upon, approval of Change Order No. 2 to the existing contract with Austin Paving, LLC for construction of road and infrastructure improvements along Seventeenth Street from Comanche Avenue to South Avenue due to the unexpected relocation of an unidentified sewer service line. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 8, an Ordinance on proposed revised Personnel Policies, including Drug and Alcohol Testing Policies, for amendment of the City Code section 2-67 and repeal of any previous Personnel Policies. Employee Handbook, and Administrative Policies; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*

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

AYE: Trustees Smith, Titsworth, Read, Karr, Barnett, & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Karr moved for the meeting to be adjourned, seconded by Mr. Read. There was no discussion and the vote was taken as follows:

AYE: Trustees Smith, Titsworth, Read, Karr, Barnett & Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary