



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, April 8, 2014 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Steve Harrison .....	Mayor
Weldon Smith .....	Ward One
John Titsworth .....	Ward Two
Travis Read, Vice Mayor .....	Ward Three
Vacant .....	Ward Four
Buddy Garvin .....	Ward 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](http://www.cityofmcalester.com) within the required time frame.*

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

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

#### **CALL TO ORDER**

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*Announce the presence of a Quorum.*

#### **INVOCATION & PLEDGE OF ALLEGIANCE**

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Pastor Glenn Meyer, Trinity Lutheran Church

#### **ROLL CALL**

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#### **SWEARING-IN CERMONY**

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

- **Oath of Office – Council member, Ward 6, Jason Barnett**

## **AWARD PRESENTATION**

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Employee of the Month for March 2014 is Stephen Allen, Utility Office/Meter Reader.

## **CITIZENS COMMENTS ON NON-AGENDA ITEMS**

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*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**

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*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 March 25, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the March 31, 2014, Special Meeting of the McAlester City Council. *(Cora Middleton, city Clerk)*
- C. Approval of Claims for March 19, 2014 through April 1, 2014. *(Toni Ervin, Chief Financial Officer)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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## **PUBLIC HEARING**

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

- **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**

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1. Consider, and act upon, an Agreement for the Fireworks Display for the 2014 show scheduled July 4<sup>th</sup>, 2014. *(Mel Priddy, Community Services Director)*

### **Executive Summary**

Approve and sign agreement for the 2014 Firework Display with Rainbow Fireworks, Inc. in the amount of \$12,000.00.

2. Consider, and act upon, a lease with Miller Office Supply for lease on (3) three copiers. *(Sheila Norman, Finance Department)*

Executive Summary

Approve and sign lease with Miller Office Supply for lease on (3) three copiers.

- 3. Discussion on Hotel/Motel Tax, to discuss possible increase in rate. *(Travis Read, Vice-Mayor/Councilman Ward 3)*

Executive Summary

For Discussion only.

- 4. 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.

Executive Summary

Approve Budget Amendment for additional Fire Trucks maintenance and Worker’s Compensation expenses.

- 5. Discussion on possible Charter changes by Charter Committee. *(Mayor Steve Harrison & Councilman Weldon Smith)*

Executive Summary

Discussion on possible Charter changes.

**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 March 25, 2014 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending April 1, 2014. *(Toni Ervin, Chief Financial Officer)*

### ADJOURN MAA

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

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the March 25, 2014 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the March 31, 2014 Special Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 1, 2014. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, regarding a lease with Miller Office Supply for lease on (3) three copiers. *(Sheila Norman, Finance Department)*

### ADJOURN MPWA

### **RECONVENE COUNCIL MEETING**

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### **EXECUTIVE SESSION**

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*Recess into Executive Session in compliance with Section Title 25 Section 307 B.1 and Section 307.B.4, et.seq. Oklahoma Statutes, to wit:*

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak
- 2) 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: Larry Cozad
- 3) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: FOP

**RECONVENE COUNCIL MEETING**

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*Take any action necessary from Executive Session discussion.*

1. Consider, and act upon, the City Manager's Contract.
2. Consider, and act upon, the Larry Cozad Claim.

**ADJOURNMENT**

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**CERTIFICATION**

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

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**Cora M. Middleton, City Clerk**

The McAlester City Council met in Regular session on Tuesday, March 25, 2014, at 6:00 P.M. after proper notice and agenda was posted, March 21, 2014, at 2:21 P.M.

**Call to Order**

Mayor Harrison called the meeting to order.

Pastor Betty Shelby of the Amos Temple, gave the invocation and led the Pledge of Allegiance.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin, Jason Barnett & Steve Harrison

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Kirk Ridenour, Economic Development Manager; 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 updated the Council on the activities that Pride had been involved in the month of March. She informed them that Pride would be moving into their office on Monday, there had been two (2) work days, the railroad ties had been laid at the "Community Garden", the Dog Park was ready for its ribbon cutting and in April "Prides" cleanup would begin the first weekend of April.

**Consent Agenda**

- A. Approval of the Minutes from the March 11, 2014, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the March 11, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for March 5, 2014 through March 18, 2014. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Funds - \$135,640.76; Parking Authority - \$145.11; Nutrition - \$1,348.72; Tourism Fund - \$4,414.93; SE Expo Center - \$17,252.02; E-911 - \$6,866.28; Economic Development - \$995.25; Grants &

Contributions - \$1,188.39; Fleet Maintenance - \$10,682.59; Worker's Compensation - \$941.68 and CIP Fund - \$6,139.00.

- D. Accept and place on file information presented on the Capital Improvement Program Project #1, Engineering Design. This is funded through our Bond Streets Reconstruction Program. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- E. Consider and act upon, authorization of payment to Poe & Associates, Inc. Invoice #0-203031-8541 in the amount of \$9,475.65 for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- F. Consider and act upon, authorization of payment to Poe & Associates, Inc. Invoice #0-203031-8559 in the amount of \$39,110.94 for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- G. Concur with Mayor's Re-Appointment of Walter Bethune, 215 E. Choctaw, McAlester 74501 to the Audit and Finance Advisory Board for a term to expire March, 2016. *(Steve Harrison, Mayor)*
- H. Concur with Mayor's Re-Appointment of Steve Foster, 300 Oklahoma, McAlester 74501 to the Audit and Finance Advisory Board for a term to expire March, 2016. *(Steve Harrison, Mayor)*
- I. 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)*
- J. 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)*

Mayor Harrison stated that the City Manager wished to pull items "I and J" from the Consent Agenda. Manager Stasiak explained that they would be brought back before the Council once the City had received the corrected and signed copies from the water districts.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve Consent Agenda items "A through H". There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

### **Scheduled Business**

1. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Goodwin & Goodwin for the construction of 2013 CDBG Water Improvements along West Street and Birch Street. (*John Modzelewski, P.E., City Engineer and Public Works Director*)

#### Executive Summary

The recommendation is to enter into an agreement with Goodwin & Goodwin for the construction of 2013 CDBG Water Improvements along West Street and Birch Street for a total bid equal to \$83,480.

Councilman Garvin moved authorize the Mayor to sign a contract with Goodwin & Goodwin for the construction of 2013 CDBG Water Improvements along West Street and Birch Street for a total bid equal to \$83,480.00. The motion was seconded by Councilman Smith.

Before the vote, John Modzelewski addressed the Council explaining that this project included the construction or replacement of small water lines with valves and fire hydrant assemblies. He added that three (3) construction companies had attended the mandatory Pre-Bid Conference and those companies had submitted Bid Documents that were opened on February 25, 2014. From those bids the consulting company had recommended Goodwin & Goodwin as the lowest, responsible and qualified bidder.

After a brief discussion concerning if the project included the installation of sewer line and the amount of new water line that would be installed, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried

2. Consider, and act upon, a Professional Services Agreement with a consultant, Mehlburger Brawley, for the design of road and infrastructure improvements for a segment of Second Street from Comanche Avenue to Modoc Avenue. (*John Modzelewski, P.E., City Engineer and Public Works Director*)

#### Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with a consultant, Mehlburger Brawley for the design of road and infrastructure improvements for a segment of Second Street from Comanche Avenue to Modoc Avenue. The Fee Proposal is a lump sum amount of \$176,000.

A motion was made by Councilman Smith and Seconded by Vice-Mayor Read to authorize the Mayor to sign a Professional Services Agreement with a consultant, Mehlburger Brawley, for the design of road and infrastructure improvements for a segment of Second Street from Comanche Avenue to Modoc Avenue, in a lump sum amount of \$176,000.00.

Before the vote, there was discussion regarding the consultants, the cost of the project, how the fee was calculated, how these costs were covered, the number of bids that had been received and how the consultant had been chosen.

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

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

NAY: None

Mayor Harrison declared the motion carried

3. Consider and act upon, an InterAct Public Safety Systems GIS Sales Order to provide McAlester/Pittsburg County with a complete GIS map maintenance solution on a bi-monthly basis for one (1) year. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve GIS Quotation/Sales Order for one (1) year period.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve an InterAct Public Safety Systems GIS Sales Order to provide McAlester/Pittsburg County with a complete GIS map maintenance solution on a bi-monthly basis for one (1) year.

Before the vote, there was discussion concerning how this company would work with the City, if the City could enter this information themselves, how often the company would be in McAlester, if this could be used to map individual storm shelters, and how the County actually kept the Storm shelter information.

Manager Stasiak commented that the City would follow up then come back before the council with the requested information at the next meeting.

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

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

NAY: None

Mayor Harrison declared the motion carried.

4. A) Consider and act upon Change Order No. 1 to the contract 2013 Concrete Panel Replacement Project 4 with Katcon, Inc. adding \$26,272.44 to their contract for a total amount of \$292,420.44. *(Buddy Garvin, Ward 5 – City Councilman)*

B) Consider and act upon payment to Katcon, Inc. in the amount of \$26,272.44. *(Buddy Garvin, Ward 5 – City Councilman)*

Executive Summary

A) Motion to approve Change Order No. 1 (Final) to Katcon, Inc. of McAlester and authorizing the Mayor to sign the Change Order changing the Contract amount to \$292,420.44.

B) Motion to approve payment of \$26,272.44.

A motion was made by Councilman Garvin and seconded by Councilman Titsworth to approve Change Order No. 1 to the contract 2013 Concrete Panel Replacement Project 4 with Katcon, Inc. adding \$26,272.44 to their contract for a total amount of \$292,420.44.

Before the vote, Councilman Garvin explained that he had asked that this item be placed back on the agenda after reading a letter from the contractor indicating that a law suit would be filed against the City if payment was not received for Change Order No. 1. He then asked Attorney Ervin for his opinion of the matter.

Attorney Ervin explained how this matter had been addressed previously. He stated that there were valid legal defenses to the City if the contractor sued the City.

There was discussion among the Council regarding the language in the Contract, the Contractor's responsibility, if this was a legitimate debt and the City's responsibility. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Titsworth & Mayor Harrison

NAY: Councilman Barnett, Smith & Read

Mayor Harrison declared the motion failed.

Mayor Harrison stated that since part "A" of this item had failed there was no reason to address item "B".

### **New Business**

There was no new business.

### **City Manager's Report**

- Report on activities for the past two weeks.

Manager Stasiak reported that he had furnished the Council with, the monthly reports for all of the departments in the City. He stated that the Government Services Administration had visited the City last week to discuss the continued use of the Federal Building as a public building. He commented that the "Junk Hippie Road Show" had been a huge success at the Expo the past weekend and the organizers had already booked for the next five (5) years. He then informed the Council that he had attended the Oklahoma Public Employers Health and Wellness Board meeting last week and for the first time in five (5) were looking at an increase in the City's health care, but it was only going to be 1.5%.

### **Remarks and Inquiries by City Council**

Councilmen Barnett and Read did not have any comments for the evening.

Councilman Smith inquired about the status of the 17<sup>th</sup> Street project. Manager Stasiak commented that he believed that the completion date was the first weekend in July and this project had turned into a Public Utilities project. He announced that the water would be shut off from midnight to 6:00 A.M. to keep from interrupting the businesses. He added that it was currently an inconvenience but when completed it would be a phenomenal road way.

Councilman Titsworth asked about having a spreadsheet containing the code violations to make it easier to track repeat violations. Manager Stasiak stated that they would work on something.

Councilman Garvin commented that next week officials with the Railroad would be in North Town for the train ride. He asked if there was any way the City could have the Street Sweeper in there to clean up the streets and if they could touch up the striping.

### **Mayor's Comments and Committee Appointments**

Mayor Harrison had no comments for the evening.

### **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, Garvin, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 6:42 P.M.

### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 6:44 P.M.

Vice-Mayor Read moved to recess the Regular meeting for an Executive Session in accordance with Title 25, sec. 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: FOP. The motion was seconded by Councilman Smith.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 6:45 P.M.

### **Executive Session**

*Recess into Executive Session in compliance with Section Title 25 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: FOP

### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 7:29 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.2, to discuss negotiations concerning employees and representatives of employee groups: FOP. 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, Titsworth, Garvin, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:29 P.M.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Mayor

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

The McAlester City Council met in Special session on Tuesday, March 31, 2014 at 5:30 P.M. after proper notice and agenda was posted, March 28, 2014 at 11:22 A.M. and Revised agenda was posted, March 31, 2014 at 5:00 P.M.

**Call to Order**

Mayor Harrison called the meeting to order.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, John Titsworth, Buddy Garvin, Jason Barnett & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager and Cora Middleton, City Clerk

**Scheduled Business**

1. Consider and act upon, authorization of payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attn: Val Opperman (Escrow Agent) for Austin Paving, LLC for Estimate No. 1 in the amount of \$150,261.49, for 17<sup>th</sup> Street CIP Project No. 1. (*John Modzelewski, P.E., City Engineer and Public Works Director*)

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to authorize payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attn: Val Opperman (Escrow Agent) for Austin Paving, LLC for Estimate No. 1 in the amount of \$150,261.49, for 17<sup>th</sup> Street CIP Project No. 1.

Before the vote, Manager Stasiak explained that bi-weekly progress meeting had been held with the engineering consultant, EST, and at the last bi-weekly meeting Austin Paving, LLC had submitted their first payment request to the consultant. He stated that the consultant had held the request for twelve (12) days and had missed the deadline for last Tuesday's regular meeting. Manager Stasiak informed the Council that staff had spoken with both EST and Austin Paving, LLC and stressed the importance of submitting the payment requests every two (2) weeks.

After a brief discussion among the Council and Manager Stasiak regarding these payments being on the regular meetings going forward, verifying the Resident Engineer and that the work this particular payment request was for had been completed and inspected, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Mayor Harrison asked for a motion to recess the regular meeting and convene the McAlester Public Works Authority.

Councilman Smith moved to recess the regular meeting to convene the McAlester Public Works Authority. The motion was seconded by Vice-Mayor Read, there was no discussion and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the regular meeting was recessed at 5:34 P.M.

The regular meeting was reconvened at 5:35 P.M.

**Adjournment**

There being no further business to come before the Council, Councilman Smith moved to adjourn the meeting. The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the meeting was adjourned at 5:35 P.M.

ATTEST:

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Steve Harrison, Mayor

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Cora Middleton, City Clerk

**CLAIMS FROM**

**March 19, 2014**

**Thru**

**April 1, 2014**

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	LARRY SUTTON	I-201403196028	01 -5548202	OPERATING SUP LARRY SUTTON: REIMB FOR CDL	068550	78.50
	SHAWN SMITH	I-201403196034	01 -5653213	SAFETY EXPENS TRAVEL EXP-WORK COMP	068552	109.28
	SHAWN SMITH	I-201403256053	01 -5653213	SAFETY EXPENS SHAWN SMITH: TRAVEL EXP	068607	157.44
01-A00026	AT & T LONG DISTANCE					
		I-201403256052	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE SVS	068608	203.43
01-A00150	ACME JANITORIAL					
		I-636164	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	068631	39.00
01-A00267	AIRGAS, INC					
		I-9024810915	01 -5432202	OPERATING SUP EMS SUPPLIES	068632	176.35
		I-9025010188	01 -5432202	OPERATING SUP EMS SUPPLIES	068632	208.12
		I-9025765657	01 -5432202	OPERATING SUP EMS SUPPLIES	068632	176.35
		I-9916473427	01 -5432202	OPERATING SUP EMS SUPPLIES	068632	245.21
		I-9916475489	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE LEASE	068632	25.22
		I-9916475489	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE LEASE	068632	33.88
01-A90362	ALLEGIANCE COMMUNICATIO					
		I-201403196033	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	068553	62.95
		I-201403256050	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	068609	62.95
01-A90500	AMERICAN MUNICIPAL SERV					
		I-18954	01 -2105	COLLECTION AG COURT COLLECTION FEES-FEB 2014	068634	16,675.00
01-A00751	ATWOODS					
		C-1956/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068637	12.97-
		I-1941/9	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068637	103.87
		I-1946/9	01 -5431204	SMALL TOOLS MISC EQUIP FOR BRUSH-2	068637	30.17
		I-1947/9	01 -5431204	SMALL TOOLS MISC EQUIP FOR BRUSH-2	068637	56.94
		I-1957/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068637	12.97
		I-1959/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068637	99.90
		I-1967/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068637	24.95
		I-1968/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068637	7.99
		I-1974/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068637	27.94
		I-1986/9	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068638	95.93
01-B00089	BANK OF OKLAHOMA					
		I-5079790	01 -5547308	CONTRACTED SE CFM CARE FUND ADMIN FEE	068641	368.00
01-B03180	UNION IRON WORKS, INC.					
		I-S1777798.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068642	17.14
		I-S1779114.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068642	80.60
		I-S1781241.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068642	1.88
		I-S1781763.001	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068642	100.19
		I-S1782388.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068642	70.01
		I-S1782905.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068642	33.24

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00243	BIG V FEED	I-42880	01	-5322202	OPERATING SUP DOG FOOD FOR POUND	068644	118.75
01-B00490	BRIGGS PRINTING	I-61763	01	-5320202	OPERATING EXP BUSINESS CARDS	068646	54.00
01-C00202	CARTRIDGE WORLD	I-111108b	01	-5215202	OPERATING SUP INK FOR ALL DEPARTMENTS	068649	26.00
		I-112714	01	-5215202	OPERATING SUP INK FOR ALL DEPARTMENTS	068649	50.68
01-C00009	CASCO INDUSTRIES	I-137944	01	-5431202	OPERATING SUP FIREFIGHTING GLOVES	068650	285.00
01-C00840	CRAWFORD & ASSOCIATES	I-8026	01	-5215302	CONSULTANTS CONSULTANT FEES	068653	1,191.84
01-E00130	DATA FLOW	I-13620	01	-5211202	OPERATING SUP A/P CHECKS	068655	376.75
01-D00540	DOLESE BROTHERS	I-AG14024929	01	-5865218	STREET REPAIR ROCK & SCREENINGS	068663	849.08
		I-AG14026224	01	-5865218	STREET REPAIR ROCK & SCREENINGS	068663	519.25
		I-AG14026837	01	-5865218	STREET REPAIR ROCK & SCREENINGS	068663	168.41
		I-AG14027503	01	-5865218	STREET REPAIR ROCK & SCREENINGS	068663	1,008.86
01-E00266	ERVIN & ERVIN ATTORNEYS	I-201403296069	01	-5214302	CONSULTANTS CONTRACT LEGAL SVS- APRIL 2014	068629	3,125.00
01-E00279	EST, INC.	I-31933	01	-5865218	STREET REPAIR CORE SAMPLES & ANALYSIS	068665	135.79
		I-31933	01	-5865218	STREET REPAIR CORE SAMPLES & ANALYSIS	068665	496.21
01-F00141	FIRE STORE	I-E1180570	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068667	153.96
		I-E1186002	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068667	110.97
01-G00055	G.FARNEY & ASSOCIATES,	I-26107	01	-5543206	CHEMICALS CHLORINE FOR POOLS	068669	13,320.00
01-G00130	GALL'S, AN ARAMARK CO.,	I-BC0056923	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068670	200.00
		I-BC0057820	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068670	56.43
		I-BC0058395	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	068670	916.83
01-G00317	GLEN A. STONE	I-294157	01	-5543316	REPAIRS & MAI LABOR FOR PAINTING	068671	212.50
01-G00490	GRISSOM IMPLEMENT INC	I-62866	01	-5431202	OPERATING SUP REPAIRS TO CHAIN SAW	068672	88.28

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUNL : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00075	HARRIS CONSTRUCTION SER	I-1073	01 -5865218	STREET REPAIR FRT CHG TO HAUL ROCK	068675	7,449.08
01-00049	IDEAL CLEANING	I-008	01 -5548203	REPAIRS & MAI CLEANING SERVICE	068677	458.34
01-00061	RICOH USA, INC.	I-5030041494	01 -5321308	CONTRACTED SF COPIER LEASE FEE	068678	72.50
01-00010	IMPRESS OFFICE SUPPLY	I-036302	01 -5213202	OPERATING SUP OFFICE SUPPLIES FOR COURT	068679	78.00
		I-036331	01 -5213317	ADVERTISING & SUPPLIES FOR COURT	068679	207.18
		I-036347	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068679	4.00
01-00020	TYLER TECHNOLOGIES	I-025-91503	01 -5213336	FEE MONTHLY SUPPPORT FEES-COURT	068680	200.00
		I-025-91503	01 -5225349	SOFTWARE MAIN MONTHLY SUPPPORT FEES-IT	068680	210.00
01-00040	INDIAN NATION WHOLESALE	I-6048537	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	068681	1,426.47
01-00024	INTERNATIONAL CODE COUN	I-0011-3542-3039	01 -5652331	EMPLOYEE TRAV BLDG PLANS EXAMINER TEST	068682	180.00
01-00067	COMPLIANCE RESOURCE GRO	I-039665	01 -5653348	DRUG TESTING/ MISC. DRUG TESTING	068685	100.00
01-00080	LOCKE SUPPLY CO.	I-22553688-00	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068686	167.62
		I-22596964-00	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068686	55.34
		I-22612375-00	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068686	14.65
01-00048	LOWE'S CREDIT SERVICES	C-12835	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068688	1.39-
		I-01042	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068688	50.29
		I-02096	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068688	22.68
		I-02110	01 -5865218	STREET REPAIR MISC MAINT & REPAIR ITEMS	068688	292.34
		I-02188	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068688	93.81
		I-02653	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068688	2.12
		I-04459	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068688	9.48
		I-05125	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068688	122.55
		I-05934	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068688	27.76
		I-06141	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068688	15.16
		I-06436	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	35.11
		I-06486	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	16.81
		I-06756	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	17.08
		I-06947	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	70.24
		I-07028	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068689	58.84
		I-07248	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	48.22

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100428	LOWE'S CREDIT SERVICES			continued		
		I-07404	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	42.64
		I-07627	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	115.70
		I-07957	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068689	7.10
		I-901052	01 -5215323	DAMAGES REPLACEMENT TOOLS	068689	408.31
		I-901053	01 -5215323	DAMAGES REPLACEMENT TOOLS	068689	18.98
		I-902403	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068690	10.24
		I-902557	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIRS	068690	134.45
		I-902658	01 -5431203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068690	26.94
		I-906405	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	068690	81.20
		I-94049	01 -5215323	DAMAGES REPLACEMENT TOOLS	068690	1,963.92
		I-94050	01 -5215323	DAMAGES REPLACEMENT TOOLS	068690	197.60
01-100433	LOVE ENVELOPES					
		I-0027505-IN	01 -5215202	OPERATING SUP ENVELOPES FOR ALL OFFICES	068691	76.06
		I-0027506-IN	01 -5215202	OPERATING SUP ENVELOPES FOR ALL OFFICES	068691	304.20
		I-0027514-IN	01 -5215202	OPERATING SUP ENVELOPES FOR ALL OFFICES	068691	109.80
		I-0027843-IN	01 -5215202	OPERATING SUP ENVELOPES FOR ALL OFFICES	068691	323.38
01-M00480	MILLER GLASS					
		I-15364	01 -5548203	REPAIRS & MAI WINDOW REPAIR-FAA BLLG	068693	345.80
01-M00570	MOORE MEDICAL CORP.					
		I-823756111	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	068695	145.50
		I-980951451	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	068695	1,002.70
		I-981040281	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	068695	26.00
		I-981125491	01 -5432202	OPERATING SUP EMS MEDICAL SUPPLIES	068695	84.00
01-M00096	MCAFFEE & TAFT					
		I-423748	01 -5210302	CONSULTANTS/L LEGAL FEES-RETIREMENT	068697	540.00
01-M00140	MCALESTER PAINT & SUPPL					
		I-00094656	01 -5543203	REPAIRS & MAI MAINT & REPAIR ITEMS	068699	20.33
		I-00094748	01 -5543203	REPAIRS & MAI MAINT & REPAIR ITEMS	068699	366.55
01-M00149	MCALESTER POOL & SPA					
		I-00094727	01 -5548316	REPAIRS & MAI LABOR/MAT TO PATCH POOLS	068700	5,200.00
01-N00060	NAT'L. FIRE PROTECTION					
		I-525012	01 -5431350	DUES & SUBSCR YEARLY MEMBERSHIP DUES	068701	165.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05613762	01 -5101350	ELECTIONS COUNCIL PUBLICATION FEE	068702	37.10
		I-05613785	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	068702	16.10
		I-05613795	01 -5542202	OPERATING SUP BID AD FOR HAYBALING	068702	93.46
01-N00336	NORTHEAST OKLA SOFTBALL					
		I-14-32714	01 -5544202	OPERATING SUP SOFTBALLS FOR LEAGUES	068704	1,296.00

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00341	NORTHERN EQUIPMENT COMP						
		I-900818601	01	-5865203	REPAIR & MAIN HEAVY-DUTY TRAFFIC CONES	068705	1,967.55
01-000075	O'REILLY AUTO PARTS						
		I-0230-179434	01	-5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	068706	52.10
		I-0230-180479	01	-5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	068706	10.37
01-000082	OAKLEY						
		I-728289270	01	-5431207	CLOTHING ALLO SAFETY GLASSES	068708	87.43
01-000414	OKLA TAX COMMISSION-AUT						
		I-13-01845	01	-5865202	OPERATING SUP TITLE & TAG FEE-2014 TRUC	068713	37.50
01-000507	OKLA EYEWEAR						
		I-2667	01	-5653213	SAFETY EXPENS REPLACEMENT SAFETY GLASS	068714	384.00
01-000520	OIL-OK INDEPENDENT LIVI						
		I-03/2014-2010/2011	01	-5101355	OIL-OK FCR IN CONTRACT WITH CIL	068715	1,800.00
01-000530	OML-OK MUNICIPAL LEAGUE						
		I-050428	01	-5211330	DUES & SUBSCR STATE CERTIFICATIONS	068716	56.50
		I-050428	01	-5212330	DUES & SUBSCR STATE CERTIFICATIONS	068716	56.50
		I-050428	01	-5212330	DUES & SUBSCR STATE CERTIFICATIONS	068716	50.00
01-P00148	PAVING MAINTENANCE SUPP						
		I-10140134	01	-5865218	STREET REPAIR COLD CONCRETE PATCH	068720	1,680.00
01-P00242	PETER STASIAK						
		I-201403256054	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-OPEH&W MEETING	068610	171.72
		I-201403256055	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-MDSA MG IN DC	068610	598.00
01-P00250	PETTY CASH						
		I-201403256056	01	-5212202	OPERATING SUP REIMB FOR OFFICE KEYS	068611	10.40
		I-201403256056	01	-5321202	OPERATING SUP OFFICE EXP-2014 DATE BOOK	068611	26.99
		I-201403256056	01	-5548203	REPAIRS & MAI MISC REPAIR PARTS	068611	17.97
		I-201403256056	01	-5321331	EMPLOYEE TRAV REIMB TOLL FEES	068611	4.00
		I-201403256056	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-ADVANCE-CMAO CONF	068611	100.00
		I-201403256056	01	-5653213	SAFETY EXPENS MISC SAFETY SUPPLIES	068611	34.65
		I-201403256056	01	-5210202	OPERATING SUP EMPLOYEE MTG EXP	068611	76.28
		I-201403256056	01	-5321331	EMPLOYEE TRAV TRAVEL EXP-TULSA FOR OFF VEST	068611	43.00
		I-201403256056	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-WTR CONF-WILBURTON	068611	33.34
		I-201403256056	01	-5547203	REPAIRS & MAI CDL LICENSE FEE	068611	86.50
		I-201403256057	01	-5431207	CLOTHING ALLO REIMB OFF EXP	068611	8.71
		I-201403256057	01	-5210202	OPERATING SUP REIMB OFF EXP-TRAILS PRES	068611	30.48
		I-201403256057	01	-5210202	OPERATING SUP REIMB OFF EXP-TRAILS PRES	068611	12.13
		I-201403256057	01	-5321331	EMPLOYEE TRAV TRAVEL EXP-SCHOOL LUNCH/TOLL	068611	26.90
		I-201403256057	01	-5210331	EMPLOYEE TRAV REIMB-LUNCH FOR OK TOU AWARD	068611	43.65
		I-201403256057	01	-5431331	EMPLOYEE TRAV REIMB PARTS FOR BRUSH-2	068611	33.04
		I-201403256057	01	-5211202	OPERATING SUP REIMB OFF EXP- SHIPPING FEES	068611	39.95

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH					
				continued		
		I-201403256057	01 -5321331	EMPLOYEE TRAV REIMB TOL: FEES	068611	4.00
01-P00329	PITSTOP					
		I-4325	01 -5543203	REPAIRS & MAI LOCKS FOR POOLS	068722	286.80
01-P00390	PITTS.CO.FIREFIGHTER AS					
		I-2014 DUES	01 -5431330	DUES & SUBSCR ANNUAL DUES	068723	25.00
01-P00510	PRO-KIL, INC					
		I-77785	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	068725	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201403196032	01 -5215313	ELECTRIC UTIL ELECTRIC-302 E FILLMORE	068558	62.68
		I-201403256048	01 -5215313	ELECTRIC UTIL ELECTRIC-PAVILION @ KOMAR PARK	068612	72.94
		I-201403256048	01 -5215313	ELECTRIC UTIL ELECTRIC-KOMAR PARK	068612	37.87
01-Q00017	JOSHUA HASS dba QUALITY					
		I-003959	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	068726	327.00
01-R00247	RESONANCE BROADBAND					
		I-13-01844	01 -5225401	COMPUTER TECH WIRELESS ACCESS PTS FEE	068728	297.77
		I-201403256047	01 -5544202	OPERATING SUP INTERNET SVS-SBC	068613	200.32
01-R00498	DICKIE WOODRUFF dba PAI					
		I-5	01 -5543316	REPAIRS & MAI LABOR TO CLEAN & PAINT	068731	1,200.00
01-S00009	SADLER PAPER CO					
		I-27135	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	068732	961.42
01-S00013	SAF-T-GLOVE INC					
		I-718680-00	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	068733	58.02
01-S00329	SHRED-IT USA, INC-OKLAH					
		I-9403416260	01 -5212308	CONTRACTED SE SHREDDING SERVICE FEE	068734	64.00
01-S00400	SOCIETY FOR HUMAN RESOU					
		I-13-01841	01 -5653330	DUES & SUBSCR YEARLY SUBSCRIPTION FEE	068735	170.00
01-S00445	PACKAGING SOLUTIONS, LL					
		I-17681	01 -5320202	OPERATING EXP SHIPPING SUPPLIES-DET DIV	068736	237.00
01-S00720	STAPLES ADVANTAGE					
		I-10169	01 -5320202	OPERATING EXP SPECIALTY ITEMS	068738	40.29
		I-3225718516	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068738	192.94
		I-3226263127	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068738	114.45
		I-3226263128	01 -5215202	OPERATING SUP OFFICE SUPPLIES	068738	670.46
01-T00056	BIZTEL COMMUNICATIONS					

PACKET: 11274 CLAIMS FOR 04/08/2014

VENROR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00058	BIZTEL COMMUNICATIONS			continued		
		I-4921	01 -5215315	TELEPHONE UTI PHONE SYSTEM INSTALLATION	068739	8,024.50
11-T00185	MEDICINE SHOPPE					
		I-656507	01 -5653213	SAFETY EXPENS POISON IVY MEDICATION	068740	875.00
1-T000630	TWIN CITIES READY MIX,					
		I-90654	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068744	216.00
		I-90855	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068744	199.50
		I-90911	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068744	465.00
		I-91046	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068744	1,302.00
		I-91157	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068744	372.00
		I-91252	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	068744	930.00
01-W00040	WALMART COMMUNITY BRC					
		I-000046	01 -5431202	OPERATING SUP MISC SUPPLIES	068747	67.83
		I-003245	01 -5431202	OPERATING SUP MISC SUPPLIES FOR FIRE	068747	212.86
		I-006804	01 -5431202	OPERATING SUP MISC SUPPLIES FOR FIRE	068747	97.33
		I-01613	01 -5431202	OPERATING SUP MISC SUPPLIES FOR FIRE	068747	99.73
		I-02151	01 -5431202	OPERATING SUP MISC SUPPLIES	068747	158.53
		I-03461	01 -5431202	OPERATING SUP MISC SUPPLIES	068747	91.45
		I-05180	01 -5431202	OPERATING SUP MISC SUPPLIES	068747	40.00
		I-06633	01 -5431202	OPERATING SUP MISC SUPPLIES FOR FIRE	068747	12.74
11-W00195	WELDON PARTS INC.					
		I-1209340-00	01 -5431203	REPAIRS & MAJ MISC SUPPLIES FOR FIRE	068750	54.40
		I-1224393-00	01 -5431203	REPAIRS & MAJ MISC SUPPLIES FOR FIRE	068750	9.35
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-51728928.000	01 -5548203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	068752	338.94
		I-51729050.001	01 -5548203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	068752	19.76
		I-51730407.001	01 -5548203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	068752	107.03
		I-51731522.001	01 -5548203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	068752	536.80
01-X00020	XEROX CORP-MAJOR ACCOUNT					
		I-609629754	01 -5215312	EQUIPMENT REN LEASE PMT-COPIERS	068754	2,011.74
			FUND	01 GENERAL FUND	TOTAL:	96,473.44

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING						
		I-4C12116	02	-5974304	LAB TESTING TESTING FEES	068630	1,480.00
		I-4C12128	02	-5974304	LAB TESTING TESTING FEES	068630	90.00
		I-4C12129	02	-5974304	LAB TESTING TESTING FEES	068630	460.00
01-A00273	ALDINGER CO						
		I-SRVCE008508	02	-5975316	REPAIRS & MAI SCALE CALIBRATION	068633	257.86
01-A00382	AT&T						
		I-201403196031	02	-5267315	TELEPHONE UTI INTERNET SVS	068554	876.26
01-A00751	ATWOODS						
		I-1975/9	02	-5216202	OPERATING SUP METER READING SUPPLIES	068637	27.93
		I-1976/9	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068637	44.97
		I-1977/9	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068637	31.89
		I-1980/9	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068637	16.44
		I-1983/9	02	-5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068637	299.83
01-A00770	BOLTE ENTERPRISES, INC						
		I-940254	02	-5974203	REPAIRS & MAI MISC MIANT & REPAIRS	068639	15.64
		I-940298	02	-5974203	REPAIRS & MAI MISC MIANT & REPAIRS	068639	5.49
		I-940351	02	-5974203	REPAIRS & MAI MISC MIANT & REPAIRS	068639	6.51
		I-940855	02	-5974203	REPAIRS & MAI MISC MIANT & REPAIRS	068640	65.00
01-B00160	UNTON IRON WORKS, INC.						
		I-S1779671.001	02	-5973203	REPAIRS & MAI CK VALVE FOR WWTP	068642	1,074.35
		I-S1782816.001	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068642	169.37
		I-S1783121.001	02	-5975209	UTILITY MAINT MISC REPAIR PARTS	068642	5.80
		I-S1783473.001	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068642	318.01
		I-S1783477.001	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068642	41.90
01-B00414	BOOMER ENVIRONMENT, INC						
		I-1603111336	02	-5974316	REPAIRS & MAI FILTER MEDIA-NO #5 FILTER	068645	4,884.50
01-B00491	BRENNTAG SOUTHWEST						
		I-BSW485284	02	-5974206	CHEMICALS ALUM FOR WTP	068647	3,302.05
01-C00640	CRAWFORD & ASSOCIATES						
		I-8026	02	-5267302	CONSULTANTS CONSULTANT FEES	068653	3,000.00
01-D00322	DEPT. OF ENVIR. QUALITY						
		I-OE 4527565	02	-5974329	DEQ FEES OPERATOR EXAM FEE	068656	62.00
		I-OE 4527566	02	-5974329	DEQ FEES OPERATOR EXAM FEE	068657	62.00
		I-OE 4527567	02	-5974329	DEQ FEES OPERATOR EXAM FEE	068658	62.00
		I-OE 4527568	02	-5974329	DEQ FEES OPERATOR EXAM FEE	068659	62.00
		I-OE 4527569	02	-5974329	DEQ FEES OPERATOR EXAM FEE	068660	62.00
		I-OE 4527570	02	-5974329	DEQ FEES OPERATOR EXAM FEE	068661	62.00
01-F00037	FASTENAL						

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800037	FASTENAL			continued		
		I-OKMCA122462	02 -5974203	REPAIRS & MAI MISC REPAIR ITEMS	068666	32.61
		I-OKMCA123075	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	068666	112.69
		I-OKMCA123303	02 -5973203	REPAIRS & MAI REPAIR SUPPLIES	068666	81.08
01-800170	FIRST NATIONAL BANK					
		I-04/2014-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	068666	8,524.37
01-800040	HACH CHEMICAL					
		I-8747529	02 -5974304	LAB TESTING LAB SUPPLIES	068674	814.88
01-800100	HAYNES EQUIPMENT, LLC					
		I-8111478-1N	02 -5973401	CAPITAL OUTLA ABOVE GROUND PUMP STATION	068676	41,957.00
01-100049	IDEAL CLEANING					
		I-008	02 -5267202	OPERATING SUP CLEANING SERVICES	068677	816.66
01-100120	TYLER TECHNOLOGIES					
		I-025-91503	02 -5216336	FFES MONTHLY SUPPPORT FEES-UB&C	068680	293.16
01-100140	INDIAN NATION WHOLESALE					
		I-6045516	02 -5267202	OPERATING SUP BREAKROOM SUPPLIES	068681	225.98
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201403196025	02 -5267313	ELECTRIC UTIL ELECIRIC FOR HEREFORD LN	068657	421.25
01-M00419	LORMAN EDUCATION SERVIC					
		I-2769093-1	02 -5671331	EMPLOYEE TRAV TRAINING FEE	068687	349.00
01-100428	LOWE'S CREDIT SERVICES					
		I-02937	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	068688	11.63
		I-04010	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068688	101.21
		I-07012	02 -5974203	REPAIRS & MAI MISC MAINT & RPAIRS	068689	49.33
		I-07571	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	068689	99.61
		I-904246	02 -5974203	REPAIRS & MAI MISC MAINT & REPAIRS	068690	271.39
01-N00250	MCALESTER NEWS CAPITAL					
		I-05613764	02 -5974317	ADVERTISING/P BID AD FEES	068702	111.66
01-010075	O'REILLY AUTO PARTS					
		I-0230-177821	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	068706	31.01
		I-0230-180394	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	068706	40.16
		I-0230-184224	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	068706	69.71
		I-0230-184671	02 -5973203	REPAIRS & MAI MISC MAINT ITEMS	068706	74.28
		I-0230-186022	02 -5973203	REPAIRS & MAI MISC MAINT ITEMS	068707	47.96
01-000275	OKLA DEPT OF COMMERCE					
		I-04/2014-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	068712	1,145.83

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000250	PETTY CASH						
		I-201403256056	02	-5973331	EMPLOYEE TRAV TRAVEL EXP-EXAM	068611	25.76
		I-201403256056	02	-5973331	EMPLOYEE TRAV TRAVEL EXP-EXAM	068611	31.73
		I-201403256057	02	-5216202	OPERATING SUP REIMB OFF EXP- WATER BOTTLES	068611	4.00
01-000109	SADLER PAPER CO						
		I-27631	02	-5974203	REPAIRS & MAI JANITORIAL SUPPLIES	068732	179.14
01-000530	SOUTHWEST CHEMICAL SERV						
		I-99103	02	-5974206	CHEMICALS CAUSTIC FOR WTP	068737	4,162.90
01-000068	BIZTEL COMMUNICATIONS						
		I-4921	02	-5267315	TELEPHONE UTI PHONE SYSTEM INSTALLATION	068739	8,024.50
01-000051	UTILITY SUPPLY CO.						
		C-65245	02	-5975211	WATER METERS WATER METERS	068745	133.11-
		I-074020	02	-5975235	WATER MAIN RE SUPPLIES FOR WATER MAINS	068745	16,476.00
		I-074021	02	-5975211	WATER METERS WATER METERS	068745	4,465.12
		I-074022	02	-5975235	WATER MAIN RE SUPPLIES FOR WATER MAINS	068745	898.00
		I-074373	02	-5975235	WATER MAIN RE SUPPLIES FOR WATER BREAKS	068745	496.36
		I-074374	02	-5975235	WATER MAIN RE SUPPLIES FOR WATER BREAKS	068745	445.79
		I-074375	02	-5975211	WATER METERS WATER METERS	068745	788.36
		I-074376	02	-5975211	WATER METERS WATER METERS	068745	366.66
		I-074377	02	-5975211	WATER METERS WATER METERS	068745	537.60
		I-074378	02	-5975235	WATER MAIN RE SUPPLIES FOR WATER BREAKS	068745	53.00
01-000128	UNITED PACKAGING & SHIP						
		I-126579	02	-5973203	REPAIRS & MAI SAMPLE SHIPPING FEES	068746	32.16
01-000465	WORTH HYDROCHEM OF OKLA						
		I-2343INV	02	-5974203	REPAIRS & MAI REPLACE CHLORINE ADAPTER	068753	2,746.00
				FUND	02	MPWA	TOTAL: 116,148.63

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-000170	FIRST NATIONAL BANK					
		1-04/2014-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	068668	5,020.00
11-000240	OKLA CORPORATION COMM.					
		1-13-01818	03 -5876331	EMPLOYEE TRAV LISENSE FEE-COREY ROBERTS	068710	25.00
11-000250	PETTY CASH					
		1-201403256056	03 -5876203	REPAIRS & MAINT REIMB OFFICE SUPPLIES EXP	068611	25.93
				FUND 03 AIRPORT AUTHORITY	TOTAL:	5,070.93

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000163	CAROLYN SMITH					
		I-201403296065	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	068648	150.00
		I-201403296066	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068648	117.04
01-000207	FMMA E. BELLIS					
		I-201403296067	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	068664	165.00
		I-201403296068	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068664	123.20
01-000304	RICHELLE CHEYENNE					
		I-201403296064	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	068729	103.04
01-000560	AT & T					
		T-201403256051	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	068614	196.19
			FUND 08 NUTRITION	TOTAL:		854.47

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 14 POLICE GRANT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-890021	H L'S SPORTS SHOP	T-97311	14 -5321440	DOJ DRUG ENFO DRUG INVESTIGATION SUPPLI	068673	4,003.45
			FUND	14 POLICE GRANT FUND	TOTAL:	4,003.45

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	SHEILA NORMAN	I-201403196029	27	-5655202	OPERATING SUP SHEILA NORMAN: REIMB OFF EXP	068551	130.78
01-B00499	BRIGGS PRINTING						
		I-61382	27	-5655214	TOURISM EXPEN MCALESTER BROCHURES	068646	587.00
		I-61740	27	-5655214	TOURISM EXPEN BUSINESS CARDS	068646	54.00
01-M00184	MCALESTER MAIN STREET						
		I-03/2014-2010/2011	27	-5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	068698	1,050.00
01-018551	OLD TOWN ASSOCIATION						
		I-536563	27	-5655214	TOURISM EXPEN ADVERTISEMENT FEE	068717	50.00
01-B00250	PETTY CASH						
		I-201403256057	27	-5655331	TRAVEL & TRAI TRAVEL EXP	068611	37.29
01-P00400	PRIDE IN MCALESTER						
		I-03/2014-2010-2011	27	-5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	068724	2,250.00
01-T00500	TRACY PARROT						
		I-002	27	-5655340	OFFICE RENT RENTAL FEE-OFFICE SPACE	068742	558.20
01-W00040	WALMART COMMUNITY BRC						
		I-02540	27	-5655202	OPERATING SUP OFFICE SUPPLIES	068747	29.82
				FUND	27 TOURISM FUND	TOTAL:	4,747.09



PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000146	CANADIAN VALLEY TELEPHO	E-201403196026	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LINE	068555	340.08
01-W00392	WINDSTREAM CORPORATION	E-201403256049	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	068615	444.82
			FUND: 29 E-911	TOTAL:		784.90

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00731	ASSOC OF DEFENSE COMMUN	I-13-01033	30	-5652330	DUES & SUBSCR ANNUAL MEMBERSHIP DUES	068636	240.00
01-D00544	DALLAS/ADDISON MARRIOTT	I-87006868	30	-5652331	EMPLOYEE TRAV HOTEL FEE- ED TRAINING	068654	569.00
01-M00134	MCALESTER MAIN STREET	I-03/2014-2010/2011	30	-5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	068698	1,050.00
01-010275	OKLA DEPT OF COMMERCE	I-04/2014-#12248	30	-5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	068711	282.50
01-000002	OKLAHOMA UNIVERSITY	I-61614	30	-5652331	EMPLOYEE TRAV CONFERENCE FEE	068718	1,500.00
01-P00250	PETTY CASH	I-201403256057	30	-5652331	EMPLOYEE TRAV TRAVEL EXP-ED DAY @ CAPITOL	068611	37.00
		I-201403256057	30	-5652331	EMPLOYEE TRAV TRAVEL EXP-ED MONTHLY MEETING	068611	13.74
01-P00450	PRIDE IN MCALESTER	I-03/2014-2010-2011	30	-5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	068724	2,250.00
01-P00466	ROBISON INTERNATIONAL,	I-03/2014-2012-13	30	-5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	068730	2,000.00
			FUND	30	ECONOMIC DEVELOPMENT	TOTAL:	7,942.24

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00198	MAX-R	I-658662	32 -5215216	UNION PACIFIC MESSAGE BOARD	068692	1,529.66
					FUND 32 GRANTS & CONTRIBUTIONS TOTAL:	1,529.66

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
		I-940109	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	119.03
		I-940155	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	10.28
		I-940190	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	4.40
		I-940202	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	8.80
		I-940210	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	36.10
		I-940289	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	54.05
		I-940299	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	9.98
		I-940363	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	7.37
		I-940375	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	43.99
		I-940508	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	210.02
		I-940516	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068639	17.79
		I-940536	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	24.99
		I-940538	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	103.60
		I-940561	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	22.45
		I-940574	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	172.86
		I-940603	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	20.53
		I-940803	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	2.34
		I-940821	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	175.33
		I-940822	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	16.01
		I-940876	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	068640	12.16
01-000245	CATHEY & ASSOCIATES, L.					
		I-35410	35 -5862203	REPAIRS & MAI REPAIRS TO WINDSHIELDS	068651	23.95
01-000490	GRISSOM IMPLEMENT INC					
		I-393295	35 -5862203	REPAIRS & MAI TRACTOR REPAIR & MAINT	068672	624.84
		I-393685	35 -5862203	REPAIRS & MAI SEAT ASSEMBLY FOR PK-16	068672	855.71
01-000543	MONTAGE ENTERPRISES INC					
		I-27679	35 -5862203	REPAIRS & MAI REPAIR PARTS- PK 28 & 35	068694	766.76
01-000769	MYDER FIRE SUPPORT SERV					
		I-ML01594	35 -5862203	REPAIRS & MAI REPAIRS FOR FIRE ENG #2	068696	8,507.63
		I-ML01594b	35 -5862203	REPAIRS & MAI REPAIRS FOR FIRE ENG #2	068696	5,580.21
01-000771	FREEDOM FORD INC					
		I-153079	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	139.50
		I-153491	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	42.95
		I-153305	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	42.95
		I-153651	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	35.50
		I-153728	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	35.50
		I-153649	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	166.00
		I-81344	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	12.60
		I-81349	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	66.61
		I-81361	35 -5862203	REPAIRS & MAI MISC REPAIRS	068703	26.24
01-000875	O'REILLY AUTO PARTS					
		C-0230-186139	35 -5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	77.69-

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS				continued		
		C-0230-186284	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	158.28-
		I-0230-183377	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	13.59
		I-0230-183476	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	20.14
		I-0230-183511	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	13.58
		I-0230-183729	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	8.59
		I-0230-184622	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	10.99
		I-0230-184894	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068706	14.39
		I-0230-184898	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068707	65.70
		I-0230-185447	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068707	167.28
		I-0230-186129	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068707	34.40
		I-0230-186144	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068707	2.59
		I-0230-186262	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068707	173.34
		I-0230-186371	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068707	94.88
		I-0230-186442	35	-5862203	REPAIRS & MAI MISC SMALL AUTO PARTS	068707	94.49
01-000122	OK TIRE						
		I-12558	35	-5862203	REPAIRS & MAI HEATER CORE FOR FAM-2	068709	440.00
01-000023	P & K EQUIPMENT, INC						
		C-1469011	35	-5862203	REPAIRS & MAI REPAIR PARTS FOR PK-56	068719	345.27-
		I-1461631	35	-5862203	REPAIRS & MAI REPAIR PARTS FOR PK-56	068719	24.25
		I-1461633	35	-5862203	REPAIRS & MAI REPAIR PARTS FOR PK-56	068719	776.21
		I-1469013	35	-5862203	REPAIRS & MAI REPAIR PARTS FOR PK-56	068719	245.15
01-000090	RAM INC						
		I-102244	35	-5862203	REPAIRS & MAI FUEL FOR PL MAINT	068727	116.40
01-000489	TOTAL TRUCK & TRAILER E						
		C-20145451	35	-5862203	REPAIRS & MAI PUMP ASSEMBLY FOR FAM-2	068741	775.62-
		I-20145404	35	-5862203	REPAIRS & MAI PUMP ASSEMBLY FOR FAM-2	068741	775.62
		I-20145425	35	-5862203	REPAIRS & MAI PUMP ASSEMBLY FOR FAM-2	068741	775.62
01-000072	WARREN CAT						
		I-PS100500324	35	-5862203	REPAIRS & MAI GRILL ASSEMBLY FOR S-10	068748	251.76
01-000195	WELDON PARTS INC.						
		I-1210804-00	35	-5862203	REPAIRS & MAI LIGHT BAR FOR PK-19	068750	193.27
		I-1216560-00	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	068750	2,172.43
01-000269	WHITES TRACTORS						
		I-879637	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	068751	85.00
				FUND	35 FLEET MAINTENANCE	TOTAL:	23,213.84

PACKET: 11274 CLAIMS FOR 04/08/2014

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00070	AMERICAN SOD FARMS	I-5676	41 -5542401	CAPITAL OUTLA SOD FOR CHADICK PARK	068635	960.00
01-D00448	DISCOUNT STEEL	I-1410	41 -5542401	CAPITAL OUTLA REPAIR ITEMS FOR DRAIN	068662	81.84
01-F00170	FIRST NATIONAL BANK	I-04/2014-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON BURAPATCHER	068668	3,378.84
01-X00209	KIDS PLACE DESIGNS LLC	I-0714	41 -5542401	CAPITAL OUTLA WOOD CHIPS FOR PLAYGROUND	068684	1,942.00
		I-0814	41 -5542401	CAPITAL OUTLA WOOD CHIPS FOR PLAYGROUND	068684	6,766.00
01-W00192	WEBCOAT PROD. MFG.BY VI	I-INV0037091	41 -5542401	CAPITAL OUTLA BENCHES & TRASH BINS	068749	1,550.00
01-W00465	WORTH HYDROCHEM OF OKLA	I-41861N1	41 -5974401	CAPITAL OUTLA CHLORINE GAS FLOW SYS	068753	12,472.00
				FUND 41 CIP FUND	TOTAL:	27,150.68
					REPORT GRAND TOTAL:	289,333.61

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET OVER AVAILABLE BUDG			
2013-2014	01 -2105	COLLECTION AGENCY 25 (COU	16,675.00						
	01 -5101350	ELECTIONS	37.10	22,000	1,252.63				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,800.00	21,600	5,400.00				
	01 -5210202	OPERATING SUPPLIES	118.89	2,900	1,571.65				
	01 -5210302	CONSULTANTS/LABOR RELATION	540.00	42,000	6,679.21				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	946.71	5,950	1,100.91				
	01 -5211202	OPERATING SUPPLIES	416.70	3,500	750.40				
	01 -5211330	DUES & SUBSCRIPTIONS	56.50	2,200	155.50				
	01 -5212202	OPERATING SUPPLIES	10.40	600	409.28				
	01 -5212308	CONTRACTED SERVICES	64.00	1,050	285.00				
	01 -5212317	ADVERTISING & PRINTING	18.10	2,000	721.87				
	01 -5212330	DUES & SUBSCRIPTIONS	106.50	470	188.50				
	01 -5213202	OPERATING SUPPLIES	78.00	1,200	776.53				
	01 -5213317	ADVERTISING & PRINTING	207.18	2,748	2,810.02- Y				
	01 -5213336	FEES	200.00	3,300	1,080.00				
	01 -5214302	CONSULTANTS	3,125.00	100,000	20,896.50				
	01 -5215202	OPERATING SUPPLIES	1,871.99	38,500	7,128.43				
	01 -5215302	CONSULTANTS	1,191.84	25,000	378.16				
	01 -5215312	EQUIPMENT RENTALS	2,011.74	31,500	1,002.92- Y				
	01 -5215313	ELECTRIC UTILITY	173.49	287,000	66,152.25				
	01 -5215315	TELEPHONE UTILITY	8,227.93	48,924	9,060.43				
	01 -5215323	DAMAGES	2,588.81	5,000	2,411.19				
	01 -5225349	SOFTWARE MAINTENANCE	210.00	62,100	10,171.85				
	01 -5225401	COMPUTER TECHNOLOGY	297.77	11,000	353.11				
	01 -5320202	OPERATING EXPENSE	331.29	3,000	1,414.23				
	01 -5321202	OPERATING SUPPLIES	26.99	13,300	5,387.63				
	01 -5321308	CONTRACTED SERVICES	72.50	10,700	1,909.31				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	77.90	5,500	2,192.03				
	01 -5322202	OPERATING SUPPLIES	116.75	2,500	2,061.32				
	01 -5431202	OPERATING SUPPLIES	1,192.75	10,900	1,927.94				
	01 -5431203	REPAIRS & MAINT SUPPLIES	454.62	8,900	3,265.48				
	01 -5431204	SMALL TOOLS	87.11	3,100	2,022.45				
	01 -5431207	CLOTHING ALLOWANCE	1,534.33	26,000	7,555.54				
	01 -5431326	INTERNET SERVICE	125.90	2,000	426.25				
	01 -5431330	DUES & SUBSCRIPTIONS	190.00	8,100	1,428.77				
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	33.04	10,300	785.94				
	01 -5432202	OPERATING SUPPLIES	2,064.23	24,900	4,447.37				
	01 -5542202	OPERATING SUPPLIES	93.48	1,200	559.50				
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,405.05	50,000	5,891.98				
	01 -5542308	CONTRACTED SERVICES	126.00	14,400	5,453.25				
	01 -5543203	REPAIRS & MAINT SUPPLIES	707.56	10,000	2,094.04				
	01 -5543206	CHEMICALS	13,320.00	18,000	4,280.00				
	01 -5543316	REPAIRS & MAINTENANCE	1,412.50	5,000	840.50				
	01 -5544202	OPERATING SUPPLIES	2,922.79	12,800	2,093.61				
	01 -5547203	REPAIRS & MAINT SUPPLIES	182.43	10,478	3,486.19				

\*\* 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 -5547308	CONTRACTED SERVICES	368.00	4,660	244.00		
	01 -5548202	OPERATING SUPPLIES	78.50	1,200	1,121.50		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	2,217.11	58,100	17,297.13		
	01 -5548316	REPAIRS & MAINTENANCE	5,200.00	17,500	1,657.82		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	180.00	3,600	2,318.33		
	01 -5653213	SAFETY EXPENSE	1,618.39	24,000	6,602.37		
	01 -5653330	DUES & SUBSCRIPTIONS	170.00	564	170.00-	Y	
	01 -5653348	DRUG TESTING/PHYSICALS	100.00	12,000	5,279.25		
	01 -5665202	OPERATING SUPPLIES	37.50	1,200	799.76		
	01 -5665203	REPAIR & MAINT-TRAFFIC CON	1,967.55	88,300	46,577.66		
	01 -5665216	STREET REPAIRS & MAINTENAN	16,083.52	265,102	62,017.47		
	02 -5216202	OPERATING SUPPLIES	31.93	16,300	8,019.70		
	02 -5216336	FEES	293.16	4,500	1,568.40		
	02 -5267202	OPERATING SUPPLIES	1,042.64	9,472	3,052.34		
	02 -5267302	CONSULTANTS	3,000.00	25,000	956.36		
	02 -5267313	ELECTRIC UTILITY	421.25	359,123	55,143.15		
	02 -5267315	TELEPHONE UTILITY	8,900.76	80,000	1,416.09-	Y	
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	2,291.70		
	02 -5664510	LEASE PAYMENTS	8,574.37	102,293	17,049.30		
	02 -5671331	EMPLOYEE TRAVEL & TRAININ	349.00	2,400	331.00		
	02 -5973203	REPAIRS & MAINT SUPPLIES	1,963.43	54,000	22,376.70		
	02 -5973316	REPAIRS & MAINTENANCE	257.66	22,900	16,663.26		
	02 -5973331	EMPLOYEE TRAVEL & TRAININ	57.49	2,500	2,168.72		
	02 -5973401	CAPITAL OUTLAY	41,957.00	54,397	12,440.00		
	02 -5974203	REPAIRS & MAINT SUPPLIES	7,885.85	80,000	11,754.91		
	02 -5974206	CHEMICALS	7,464.95	378,872	119,950.58		
	02 -5974304	LAB TESTING	2,844.88	35,000	6,967.42		
	02 -5974316	REPAIRS & MAINTENANCE	4,884.50	70,000	35,111.83		
	02 -5974317	ADVERTISING/PRINTING/POSTA	111.66	3,000	1,634.28		
	02 -5974329	DEQ FEES	372.00	8,000	4,594.00		
	02 -5975209	UTILITY MAINTENANCE SUPP.	246.29	32,500	4,423.87		
	02 -5975211	WATER METERS	6,024.63	65,000	25,307.61		
	02 -5975235	WATER MAIN REPAIR	18,369.15	68,000	1,407.22		
	03 -5876203	REPAIRS & MAINT SUPPLIES	25.93	2,000	626.43		
	03 -5876331	EMPLOYEE TRAVEL & TRAININ	25.00	200	175.00		
	03 -5876511	FNB LOAN #119617 PAYMENTS	5,020.00	60,240	10,040.00		
	08 -5549308	CONTRACT SERVICES	658.28	15,500	4,061.45		
	08 -5549315	TELEPHONE UTILITY	196.19	3,000	752.40		
	14 -5321440	DOJ DRUG ENFORCEMENT EXPEN	4,003.45	20,000	3,183.80		
	27 -5655202	OPERATING SUPPLIES	160.60	5,100	4,369.22		
	27 -5655214	TOURISM EXPENSE	691.00	48,500	4,933.99		
	27 -5655331	TRAVEL & TRAINING	37.29	5,000	4,785.85		
	27 -5655340	OFFICE RENT	558.20	2,233	0.20		
	27 -5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	6,750.00		
	27 -5655353	MAIN STREET PROGRAM	1,050.00	12,600	3,150.00		

## \*\* 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 -5654203	REPAIR & MAINT SUPPLIES	264.00	18,846	5,696.41			
	28 -5654210	CONCESSION SUPPLIES	761.75	17,721	2,638.43			
	28 -5654308	CONTRACT SERVICES	84.61	3,046	1,572.27			
	28 -5654313	ELECTRIC UTILITY	41.02	57,000	13,967.75			
	28 -5654328	INTERNET SERVICE	243.50	1,148	643.50-	Y		
	29 -5324315	TELEPHONE UTILITY	784.90	55,720	19,392.13			
	30 -5211352	MISC PRIDE IN MCALESTER	2,250.00	27,000	6,750.00			
	30 -5211353	MAIN STREET PROGRAM	1,050.00	12,600	3,150.00			
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	6,000.00			
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	565.00			
	30 -5652330	DUES & SUBSCRIPTIONS	240.00	3,500	1,723.75			
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	2,119.74	17,500	11,402.16			
	32 -5215216	UNTON PACIFIC TRAILS PROJE	1,529.06	15,000	859.44			
	35 -5652203	REPAIRS & MAINTENANCE SUPP	23,213.84	285,700	2,986.04			
	41 -5542401	CAPITAL OUTLAY	11,299.84	162,056	3,643.62-	Y		
	41 -5655510	LEASE PAYMENTS	3,378.84	40,547	6,758.60			
	41 -5974401	CAPITAL OUTLAY	12,472.00	34,897	1,000.40			
	** 2013-2014 YEAR TOTALS **		289,333.61					

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 11274 CLAIMS FOR 04/08/2014  
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	3/2014	2,450.07CR
01	4/2014	94,023.37CR
02	3/2014	1,359.00CR
02	4/2014	114,789.63CR
03	3/2014	25.93CR
03	4/2014	5,045.00CR
08	3/2014	196.19CR
08	4/2014	658.28CR
14	4/2014	4,003.45CR
27	3/2014	168.07CR
27	4/2014	4,579.02CR
28	3/2014	284.52CR
28	4/2014	1,130.36CR
29	3/2014	784.90CR
30	3/2014	50.74CR
30	4/2014	7,891.50CR
32	4/2014	1,529.06CR
35	4/2014	23,213.84CR
41	4/2014	27,150.68CR
=====		
ALL		289,333.61CR



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 8, 2014 Item Number: 1  
Department: Tourism/Expo  
Prepared By: Jerry Lynn Wilson Account Code: \_\_\_\_\_  
Date Prepared: March 26, 2014 Budgeted Amount: \$16,000.00  
Exhibits: 3

### Subject

Consider, and act upon, an Agreement for the Fireworks Display for the 2014 show scheduled July 4<sup>th</sup>, 2014.

### Recommendation

Approve and sign agreement for the 2014 Firework Display with Rainbow Fireworks, Inc. in the amount of \$12,000.00.

### Discussion

Received quotes from Hance Pyrotechnics, \$15,000.00; Liberty Pyrotechnics, LLC for \$13,500.00; and Rainbow Fireworks, Inc. for \$12,000.00. Rainbow Fireworks, Inc. will provide approximately a 20 minute show with trained operators, licensed by the State of Oklahoma, all equipment, transportation to the site, and a \$5,000,000.00 liability insurance certificate. We have used this company before and they provide a great show and are professional in their product and service.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	04/01/14

# Rainbow Fireworks Inc.

Steve & Peggy Showalter, Owners  
Dale Ragains, General Manager  
76 Plum Avenue Inman, KS 67546

Office 620-663-7714  
1-888-886-1008  
Fax 1-800-884-1218  
Email [info@fireworks-display.com](mailto:info@fireworks-display.com)  
Website [www.fireworks-display.com](http://www.fireworks-display.com)  
ATF # 5-KS-113-51-5J-00621

March 20, 2014

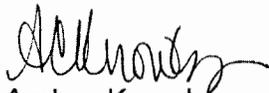
City of McAlester  
Attn: Jerry Lynn Wilson  
P.O. Box 578  
McAlester, OK 74502

Dear Ms. Wilson:

Per our conversation, I am enclosing the FIREWORKS PRODUCTION CONTRACT for the July 4, 2014, City of McAlester fireworks celebration. We are really excited to be your fireworks provider. We love being in the entertainment business through the production of a fireworks show for your organization. Our pledge is to provide you with the most awesome and entertaining show for your budget.

Please read through the contract, and if you have any questions about the process or the contract, please don't hesitate to contact me at one of the above numbers. If everything is acceptable, please sign both copies and return one (1) contract to us along with the required 25% deposit.

Sincerely,



Amber Knowles  
Display Fireworks Admin. Asst.  
Rainbow Fireworks, Inc.

Cc: File  
Enclosures



Steve & Peggy Showalter
76 Plum Avenue Inman, KS 67546

Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-113-51-5J-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this \_\_\_ day of \_\_\_, 2014 by and between Rainbow Fireworks, Inc., designated herein as the "SELLER" and CITY OF MCALESTER, designated herein as the "PURCHASER" for One Class "B" Fireworks Production to be held on the 4th day of July, 2014.

- YES [X] SELLER will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
YES [X] SELLER will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
YES [X] SELLER agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
YES [X] SELLER will include a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
YES [X] PURCHASER will furnish the secured minimum safety distances established by the SELLER after an on-site inspection of the proposed firing location.
YES [X] PURCHASER will provide adequate police protection and/or other adequate security to maintain these distances.
YES [X] PURCHASER also agrees to have a fire truck available on location during the display.

ONE (1) CLASS "B" FIREWORKS PRODUCTION has been agreed upon by PURCHASER AND SELLER in the sum of Twelve Thousand Dollars and no/100 cents (\$12,000.00). It is agreed and understood that the PURCHASER will pay to the SELLER twenty-five percent (25%) of the show cost deposit in the sum of Three Thousand Dollars and no/100 cents (\$3,000.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the PURCHASER will pay to the SELLER the balance of Nine Thousand Dollars and no/100 cents (\$9,000.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the PURCHASER will notify the SELLER regarding the postponement date, normally the following night. If PURCHASER will not re-schedule the display and completely cancels the display, the PURCHASER agrees to pay the SELLER twenty-five percent (25%) of the cost of the display, Three Thousand Dollars and no/100 cents (\$3,000.00).

Witness whereof, we have caused our signatures to be affixed to this document, on this \_\_\_ day of \_\_\_, 2014.

SELLER:

PURCHASER:

RAINBOW FIREWORKS, Inc.

CITY OF MCALESTER

By: [Signature]
Authorized Agent

By: \_\_\_\_\_
Authorized Agent



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
  4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
  5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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AUTHORIZED REPRESENTATIVE DATE

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# McAlester City Council

## AGENDA REPORT

Meeting Date: April 8, 2014 Item Number: 2  
Department: Finance  
Prepared By: Sheila Norman Account Code: \_\_\_\_\_  
Date Prepared: March 27, 2014 Budgeted Amount: \_\_\_\_\_  
Exhibits: 4

### Subject

Consider and act upon signing a lease with Miller Office Supply for lease on (3) three copiers.

### Recommendation

Motion to approve signing a lease with Miller Office Supply for lease on (3) three copiers.

### Discussion

In an effort to cut expenses the Finance Department requested bids from 4 vendors for a lease price for (3) copy machines. Two copiers will replace the current machines we have on the first and second floor at City Hall and the third copier will go to the Emergency Response Center. Our current lease payment with Xerox is averaging \$1,793.53 per month for the two copiers at City Hall. The proposed lease will average \$1,131.43 per month for all three copiers. This will be a savings of \$7,945.00 per year, or \$39,725.00 for the next 5 years. Although Miller Office Supply was not the lowest bid (see attached), after visiting with all the bidders and their IT personnel the Finance Staff and IT Staff recommend that we go with the Miller Office Supply lease. They offer Cannon equipment, which is rated very high, they are local, and can assure us good service. Our previous leases have been with Xerox and we have had trouble trying to get them to train the staff on how to use their machines, and in addition we have had several issues with there service. Miller Office Supply has assured us that we will be adequately trained however long it takes and they offer same day service when we have a problem.

### Approved By

	Initial	Date
Department Head	TE	March 27, 2014
City Manager	<i>[Signature]</i>	



CANON FINANCIAL SERVICES, INC. ("CFS")

# FAXABLE LEASE AGREEMENT

Remittance Address: 14904 Collections Center Dr.  
Chicago, Illinois 60693 (800) 220-0200

Single Sided Agreement for Transactions Under \$75,000  
CFS-1122 (02/08)

AGREEMENT NUMBER	<b>856258</b>
PHONE	<b>918-423-9300</b>

NAME (COMPANY LEGAL NAME) <b>MCALESTER PUBLIC WORKS AUTHORITY</b>		DBA	("Customer")	
BILLING ADDRESS <b>PO BOX 578</b>	CITY <b>MCALESTER</b>	COUNTY <b>PITTSBURG</b>	STATE <b>OK</b>	ZIP <b>74502</b>
EQUIPMENT ADDRESS <b>28 E WASHINGTON</b>	CITY <b>MCALESTER</b>	COUNTY <b>PITTSBURG</b>	STATE <b>OK</b>	ZIP <b>74501</b>

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	No. of Prmts.	Payment Amount (Plus Applicable Taxes)
1		CANON IMR-C7260 COPIER SYSTEM	60	\$725.00
1		CANON IMR-C7260 COPIER SYSTEM		
1		CANON IMR-C2225 COPIER SYSTEM		

First and Last Payment \$ 0.00	Security Deposit + \$ 0.00	Total Due at Signing = \$ 0.00	Term 60 (in months)	End of Term Purchase Option <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> 10% <input type="checkbox"/> Other	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annual <input type="checkbox"/> Other
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Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

**ACH**  YES  NO

If Yes, enter information in boxes above: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check. THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

<p><b>ACCEPTED BY CANON FINANCIAL SERVICES, INC.</b></p> <p>By: _____</p> <p>Title: _____ Date: _____</p>	<p><b>AUTHORIZED CUSTOMER SIGNATURE</b></p> <p>By: _____ Title: _____</p> <p>Printed Name: _____</p> <p>Tax ID#: _____ If proprietor, DOB: _____</p>
<p><b>ACCEPTANCE CERTIFICATE</b></p> <p>The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.</p> <p>Signature: _____ Printed Name: _____</p> <p>Title (if any): _____ Date: _____</p>	

### TERMS AND CONDITIONS

- AGREEMENT:** Customer leases from CFS all the equipment described above (the "Equipment"). Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay a \$65 documentation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.
- NAME; OFFICES:** Customer's legal name (as set forth in its constituent documents), is as set forth herein. Customer will not change its legal name, location of its chief executive office or corporate structure (including its jurisdiction of organization) without 30 days' prior written notice to CFS. Upon request, Customer will deliver state-certified constituent documents to CFS.
- WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and CFS assigns such warranties, if any, to Customer. Customer acknowledges and agrees that the supplier is not an agent or representative of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation for CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.
- MAINTENANCE; ALTERATIONS; LOSS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft of, or damage to the Equipment, and (b) keep the Equipment insured with CFS as Loss Payee. If Customer fails to provide proof of insurance, CFS may insure the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.
- DEFAULT:** If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.
- ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.
- PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the purchase option price indicated herein plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give CFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition at Customer's sole cost and expense to a location specified by CFS.
- MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, otherwise this Agreement embodies the entire agreement.
- UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

### PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 9 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (No Title) Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (No Title) Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF MCALESTER**

**COPIER QUOTE COMPARISON SHEET**

**March 12, 2014**

	<b>XEROX</b>	<b>MILLER OFFICE EQUIPMENT</b>	<b>RICOH</b>	<b>STANDLEY</b>
<b>MONTHLY RENTAL FEE</b>	\$ 655.43	\$ 725.00	\$ 730.00	\$ 1,086.37
<b>MONTHLY BLACK USAGE</b>	\$ 210.32	\$ 203.78	\$ 175.93	\$ 207.78
<b>MONTHLY COLOR USAGE</b>	\$ 190.29	\$ 202.65	\$ 194.74	\$ 183.14
<b>TOTAL ESTIMATED MONTHLY FEE</b>	<b>\$ 1,056.04</b>	<b>\$ 1,131.43</b>	<b>\$ 1,100.67</b>	<b>\$ 1,477.29</b>

We arrived at the fee for copies by taking a monthly average for the past 12 months (see attached work sheet) and adding what Carol estimated her monthly usage would be.

## TOTAL ESTIMATED SAVINGS

### PREVIOUS 12 MONTH EXPENDITURE

\$1,840.41  
\$1,717.65  
\$1,796.80  
\$1,791.46  
\$1,945.26  
\$1,924.31  
\$1,907.96  
\$1,821.42  
\$1,735.07  
\$1,659.89  
\$1,757.30  
\$1,660.77

**\$21,558.30**

### MILLER OFFICE SUPPLY ESTIMATED EXPENDITURE

\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43  
\$1,134.43

**\$13,613.16**

**\$7,945.14 TOTAL ESTIMATED  
SAVINGS PER YR.**

## MONTHLY COPY USAGE

### DOWNSTAIRS

MONTH	BLACK	COLOR
Dec-12	17824	1238
Jan-13	9066	583
Feb-13	7987	705
Mar-13	9866	696
Apr-13	9443	18
May-13	10703	447
Jun-13	12644	2555
Jul-13	9742	799
Aug-13	10224	242
Sep-13	10557	582
Oct-13	8925	298
Nov-13	9765	533
Dec-13	10591	407

**TOTAL: 137337 9103**

### AVG 12 MONTHS

**TOTAL BLACK 364211 30351**

**TOTAL COLOR 47434 3953**

### UPSTAIRS

MONTH	BLACK	COLOR
Dec-12	9240	2326
Jan-13	15143	4078
Feb-13	10193	3360
Mar-13	18129	2115
Apr-13	24217	1640
May-13	21700	3118
Jun-13	14103	2581
Jul-13	10015	4123
Aug-13	26595	4513
Sep-13	29978	3289
Oct-13	16589	2691
Nov-13	15966	1688
Dec-13	15006	2809

**TOTAL: 226874 38331**



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 8, 2014  
Department: Vice-Mayor Travis Read  
Prepared By: Cora Middleton  
Date Prepared: March 31, 2014

Item Number: 3  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

Discussion on Hotel/Motel Tax, to discuss possible increase in rate.

### Recommendation

For Discussion only

### Discussion

1. Survey Results from information gathered from 23 cities identifying the uses of their Hotel/Motel Tax.
2. Ordinance No. 2161
3. Ordinance No. 2130

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>03/31/2014</u>
City Manager	<u>PJS/CM</u>	<u>04/03/14</u>

**City of McAlester  
Hotel/Motel Tax**

<u>City</u>	<u>Tax</u>	<u>Description/Use</u>
Ada	6.00%	County collects for Agria-Plex Event Center
Antlers	7.50%	Streets, Industrial Trust (Equally)
Ardmore	5.00%	Tourism
Atoka	5.00%	Sports Complex, Event Center, & Tourism (Equally)
Bartlesville	5.00%	Community Event center (60%) Economic Development (40%)
Bixsby	5.00%	Economic Development
Broken Arrow	4.00%	Tourism
Claremore	5.00%	City Admn. (1%) Tourism & Event center (4%)
Durant	0.00%	
Edmond	14.00%	Tourism
Elk City	8.70%	Tourism
El Reno	4.50%	Tourism & Event Center
Enid	8.00%	City of Enid (5%) County (3%)
Glenpool	5.00%	City discretion
Idabel	5.00%	Tourism
<b>McAlester</b>	<b>4.00%</b>	<b>Tourism &amp; Events Center</b>
Muskogee	6.00%	Tourism
Norman	5.00%	Arts (25%) Parks (25%) Convention & Tourism (50%)
Oklahoma City	5.50%	Fairgrounds debt (54.55%) Tourism (36.36%) Events (9.09%)
Okmulgee	4.00%	Tourism & Main Street
Shawnee	5.00%	City (1%) Tourism (4%)
Stillwater	4.00%	Tourism
Tahlequah	3.00%	Tourism / Chamber
Tulsa	5.00%	Tourism
23 City Average	5.42%	

Dedicated Uses:

1. Tourism
2. City Funding
3. Sports/Event Center
4. Economic Development

AN ORDINANCE AMENDING ARTICLE IV. HOTEL TAX, SECTION 98-106. DEFINITIONS; AND SECTION 98-107(c), IMPOSITION OF TAX; EXEMPTIONS; AND REPEALING SECTION 98-107(b); AND DECLARING AN EMERGENCY.

\* \* \* \* \*

BE IT ORDERED BY THE MAYOR AND CITY COUNCIL, that:

SECTION 1: Sec. 98-106 of the Code of Ordinances, City of McAlester, Oklahoma, is hereby amended by deleting the definition of *Permanent Resident*. Remaining definitions in this section shall remain as written.

SECTION 2: Sec. 98-107(b) is hereby repealed.

SECTION 3: Sec. 98-107(c) is hereby amended to read as follows:

Sec. 98-107. Imposition of tax exemptions.

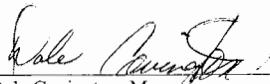
(c) The government of the United States, State Governments or any agencies or division thereof may file an application for refund of tax paid directly by the Treasury of either Government by sending proof of payment of the hotel tax to the City Treasurer of the City of McAlester, Oklahoma. Upon receipt of appropriate documentation that the tax has been paid, the Treasurer shall cause a refund of taxes to be made to the appropriate Government agency or division.

SECTION 4: EMERGENCY CLAUSE.

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

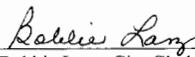
PASSED and the EMERGENCY CLAUSE ruled on separately this 11<sup>th</sup> day of February 2003.

CITY OF McALESTER, OKLAHOMA  
A Municipal Corporation

By   
Dale Covington, Mayor

(SEAL)

ATTEST:

  
Bobbie Lanz, City Clerk

Approved as to form and legality this 11<sup>th</sup> day of February 2003.

By   
Wesley Brown, City Attorney

O R D I N A N C E   N O. 2130

AN ORDINANCE LEVYING AND ASSESSING AN EXCISE TAX OF FOUR PERCENT (4%) UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM THE RENT FROM OCCUPANCY OF HOTEL ROOMS; PROVIDING FOR EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR DEFINITIONS, PROVIDING IMPOSITION OF TAX, EXEMPTIONS; PROVIDING RECORDS TO BE KEPT; PROVIDING RETURNS; PROVIDING PAYMENT OF TAX; PROVIDING ASSESSMENT AND DETERMINATION OF TAX; PROVIDING REFUNDS; PROVIDING NOTICES; PROVIDING REMEDIES EXCLUSIVE; PROVIDING PROCEEDINGS TO RECOVER TAX; PROVIDING GENERAL POWERS OF THE TAX COLLECTOR; PROVIDING ADMINISTRATION OF OATHS AND COMPELLING TESTIMONY; PROVIDING DISCOUNT, DELINQUENT TAXES; PROVIDING INTEREST AND PENALTIES; PROVIDING CONFIDENTIAL RECORDS; PROVIDING AMENDMENTS; PROVIDING PROVISIONS CUMULATIVE; AND PROVIDING PURPOSE OF REVENUES.

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*

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

**SECTION 1. Citation and Codification.**

This Ordinance shall be known and cited as the City of McAlester Hotel Tax Ordinance and shall be codified as ARTICLE IV, Chapter 98, of the Ordinance of the City of McAlester.

**SECTION 2. Effective Date.**

This Ordinance shall become and be effective 3-1-11, subject to approval of a majority of the registered voters of the City of McAlester, Oklahoma, voting on the same in the manner prescribed by law.

**SECTION 3. Definitions.**

Unless a different meaning clearly appears from the context, for the purposes of this chapter, the following words and phrases shall have the meanings given herein:

A. **Person** shall mean an individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the above acting as a unit.

B. **Operator** shall mean any person operating a hotel in this City, included, but not limited to, the owner, proprietor, lessee, sublessee, mortgagee in possession, licensee, or any other person otherwise operating such hotel.

C. **Occupant** shall mean a person who, for a consideration, uses, possesses or has the right to the use or possession of any room or rooms in a hotel under any lease, concession, permit, right of access, license to use, or other agreement, or otherwise.

D. **Occupancy** shall mean the use or possession or the right to the use or possession of any room or rooms in a hotel.

E. **Hotel** shall mean any building or buildings, trailer or other facility in which three (3) or more rooms are used for the accommodation of such guests,

whether such rooms are in one or several structures. The term shall include hotels, apartment hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, trailer houses, trailer motels, dormitory space where bed space is rented to individuals or groups, apartments not occupied by "permanent residents", as that term is hereinafter defined, and all other facilities where rooms or sleeping facilities or space are furnished for a consideration. As defined herein, "hotel" shall not include hospitals, sanitariums or nursing homes.

F. **Room** shall mean any room or rooms of any kind in any part or portion of a hotel which is available for, let for the use of, or possessed for the purpose of lodging or sleeping.

G. **Rent** shall mean the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also any amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

H. **Permanent Resident** shall mean any occupant who has or shall have the right of occupancy of any room or rooms in the same hotel for at least thirty (30) consecutive days during the current calendar year or preceding year.

I. **Return** shall include any return filed or required to be filed as herein provided.

J. **Tax Collector** shall mean the City Treasurer or such other Department of City Government duly designated by the City Council, to administer the collection of the tax herein levied.

#### **SECTION 4. Imposition of Tax; Exemptions.**

A. There is hereby levied an excise tax of four percent (4%) upon the gross proceeds or gross receipts derived from the rent from every occupancy of a room or rooms in a hotel in this City, except that the tax shall not be imposed where the rent is less than at the rate of Five Dollars (\$5.00) per day. This excise tax shall be in addition to any existing sales tax imposed by the City of McAlester or the State of Oklahoma.

B. No tax shall be imposed hereunder upon a permanent resident.

C. No tax shall be imposed hereunder upon the United States insofar as it is immune from taxation, the State of Oklahoma, nor any municipality or other political subdivision of the state.

D. The tax to be collected shall be stated and charged separately from the rent and shall be shown separately on any record thereof at the time when the occupancy is arranged or contracted and charged for, and upon every evidence of occupancy or any bill, statement or charge made for such occupancy issued or delivered by the operator. The tax shall be paid by the occupant to the operator as trustees for and on account of the City, and the operator shall be liable for the collection thereof and for the payment of the tax. The operator and any officer of any corporate operation shall be personally liable for the tax collected or required to be collected under this title, and the operator shall have the same right in respect to collecting the tax from the occupant or in respect to nonpayment of the tax by the occupant as if the tax were a part of the rent for the occupancy payable at the same time such tax shall become due and owing, including all rights of eviction, dispossession, repossession and enforcement of any innkeeper's lien that he may have in the event of nonpayment of rent by the occupant; provided,

however, that the City of McAlester shall be joined as a party in any action or proceeding brought by the operator to collect or enforce collection of the tax.

E. Such taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claim of unsecured creditors and may be collected by suit as any other debt.

F. Where the occupant has failed to pay and the operator has failed to collect a tax as imposed by this Chapter, then, in addition to all other rights, obligations and remedies provided, such tax shall be payable by the occupant directly to the City, and it shall be the duty of the occupant to file a return thereof with the Tax Collector and to pay the tax imposed thereon to the Tax Collector, within fifteen (15) days after such tax was due.

G. The Tax Collector may, whenever he deems it necessary for the proper enforcement of this Chapter, provide by regulation that the occupant shall file returns and pay directly to the Tax Collector the tax herein imposed at such times as returns are required to be filed and payment over made by the operator.

H. The tax imposed by this section shall be paid upon any occupancy on or after 8-1-01, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to 8-1-01. Where rent is paid, charged, billed or falls due on either weekly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period after Aug 1 2001, and such payment, bill, charge or rent due shall be apportioned on the basis of the ratio of the number of days falling within such portion to the total number of days covered thereby. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the Tax Collector may, by regulation, provide for credit or refund of the amount of such tax upon application as provided herein.

I. For the purpose of the proper administration of this Chapter, and to prevent evasion of the tax hereby imposed, it shall be presumed that all rentals are subject to the tax until facts to the contrary are established; and the burden of providing that a rent for occupancy is not taxable hereunder shall be upon the operator or the occupant.

J. No operator shall advertise or hold out to the public in any manner, directly or indirectly, that the tax imposed by this Chapter is not considered as an element in the rent charged to the occupant.

#### **SECTION 5. Records to be Kept.**

Every operator shall keep records of every occupancy and of all rent paid, charged or due thereon and of the tax payable thereon in such form as the Tax Collector may, by regulation, require. Such records shall be available for inspection and examination at any time upon demand by the Tax Collector or a duly authorized agent or employee of the City, and shall be preserved for a period of three (3) years, except that the Tax Collector may consent to their destruction within that period or may require that they be kept longer.

#### **SECTION 6. Returns.**

A. Every operator, on or before the fifteenth day of each month, shall file with the Tax Collector a return of occupancy and of rents and of the taxes payable thereon for the preceding calendar month. The date of filing shall be the date of delivery to the Tax Collector.

B. The Tax Collector may permit or require returns to be made by shorter or longer periods and upon such dates as he may specify. The form of return shall be prescribed by the Tax Collector and shall contain such information as he may deem necessary for the proper administration of this code. The Tax Collector may require amended returns to be filed within twenty (20) days after notice, containing the information specified in the notice.

C. If a return required by this Chapter is not filed or if a return when filed is incorrect or insufficient on its face, the Tax Collector shall take the necessary steps to enforce the filing of a return or an amended return.

#### **SECTION 7. Payment of Tax.**

At the time of filing a return of occupancy and of rents, each operator shall pay to the City the taxes imposed upon the rents included in such return, as well as all other moneys collected by the operator acting or purporting to act under the provisions of this chapter. All taxes for the period for which a return is required shall be due and payable on or before the date fixed for the filing of the return for such period, without regard to whether a return is filed or whether the return correctly filed shows the amount of rents and the taxes due. If any operator has twice failed to pay taxes on or before the date fixed for payment of such taxes or if any operator refuses to pay the taxes or if the Tax Collector has reasonable grounds for belief that the operator is about to cease business or leave the state or remove or dissipate assets, or if, for any similar reason he deems it necessary to protect revenues due hereunder, the Tax Collector may require an operator to file with the City either a performance and payment bond, as detailed herein, or in lieu of this bond, an escrow account or an irrevocable letter of credit as detailed herein. The performance bond, irrevocable letter of credit or escrow account shall be provided as follows:

A. A performance and payment bond in a form acceptable to the City, naming the operator as obligee thereof, executed by a surety acceptable to the City and authorized to do business in the State of Oklahoma, in a sum equal to the City-wide average daily room rental rate, to be ascertained by the Tax Collector, times the number of rooms available for rent within the hotel multiplied by a factor of thirty (30), times four percent (4%); or

B. An irrevocable letter of credit in a form acceptable to the City, executed by the operator and a federally insured financial institution acceptable to the City, providing for a sum equal to the City-wide average daily room rental rate, to be ascertained by the Tax Collector, times the number of rooms available for rent within the hotel multiplied by a factor of thirty (30), times four percent (4%); or

C. An escrow account held by the City in a sum equal to the City-wide average daily room rental rate, to be ascertained by the Tax Collector, times the number of rooms available for rent within the hotel multiplied by a factor of thirty (30), times four percent (4%).

#### **SECTION 8. Assessment and Determination of Tax.**

If a return required by this Chapter is not filed, or if a return when filed is incorrect or insufficient, the amount of tax due shall be assessed by the Tax Collector from such information as may be obtainable and, if necessary, the tax may be estimated on the basis of external indices, such as number of rooms, location, scale of rents, comparable rents, types of accommodations and services, number of employees, or other factors. Written notice of such assessments shall be given to the person liable for the collection and payment of the tax. Such assessment shall finally and irrevocably fix and determine the tax, unless the person against whom it is assessed, within ninety (90) days after the giving of such assessment, shall apply in writing to the Council of the City of McAlester for a Hearing, or unless the Tax Collector, at his discretion, shall reassess the same. After such Hearing, the Council of the City of McAlester shall give written notice of its determination to the person against whom the tax is assessed. If

the taxes and interest due are not paid within ten (10) days of assessment or reassessment by the Tax Collector or determination by the Council, in addition to the taxes and interest, the operator shall pay a penalty equal to ten percent (10%) of the taxes due.

**SECTION 9. Refunds.**

A. In the manner provided in this section, the Tax Collector shall refund or credit any tax erroneously, illegally or unconditionally collected if written application to the Tax Collector for such refund shall be made within two (2) years from the date of payment thereof. For like causes, and in the same period, a refund may be so made upon the initiative and the order of the Tax Collector. Whenever a refund is made, the reasons therefore shall be stated in writing. Such application may be made by the person upon whom such tax was imposed and who has actually paid the tax. Such application may also be made by the person who has collected and paid such tax to the City, provided that the application is made within two (2) years of the payment by the occupant to the operator; but no refund of money shall be made to the operator until he shall first establish to the satisfaction of the Tax Collector, under such regulations as the Tax Collector may prescribe, that he has repaid to the occupant the amount for which the application for refund is made. The Tax Collector, in lieu of any refund required to be made, may allow credit therefore on payments due from the applicant.

B. An application for a refund or credit made, as herein provided, shall be deemed an application for a revision of any tax, penalty or interest complained of, and the Tax Collector may receive evidence with respect thereto. After making his determination, the Tax Collector shall give notice thereof to the applicant. Such determination shall be final unless the applicant, within ten (10) days after such notice of determination, shall apply in writing to the Council for a Hearing. After such Hearing, the Council shall give written notice of its determination to the applicant.

C. A person shall not be entitled to revision, refund or credit of a tax under this section if he has had a Hearing or an opportunity for a Hearing as provided in this Chapter and has failed to avail himself of the remedies therein provided.

**SECTION 10. Notices.**

Notices provided for under this Chapter shall be deemed to have been given when such notices have been delivered personally to the operator or deposited in the United States mail to the last known address of the operator.

**SECTION 11. Remedies Exclusive.**

The remedies provided by Ordinance shall be exclusive remedies available to any person for the review of tax liability imposed by this Ordinance.

**SECTION 12. Proceedings to Recover Tax.**

A. Civil Remedies.

1. Whenever any operator, occupant or other person shall fail to collect and/or pay over any tax, or to owe any tax, penalty or interest imposed by this Chapter as herein provided, the Tax Collector may file notice of liens on behalf of the City of McAlester against the real estate upon which the hotel is located and/or against all franchises, property and rights to property, whether real or personal, then belonging to or thereafter acquired by the person owing the tax pursuant to 68 O.S. Sec. 2701, and 68 O.S. Sec. 2704.

2. The liens shall, upon proper filing, attach to the real estate and/or personal property then owned or thereafter acquired by the debtor, whether such property is used by the debtor in the operation of business or is under the authority of an assignee, trustee, or receiver for the benefit of creditors, from the date such taxes are due and payable as allowed by 68 O.S. Sec. 2704.

3. The Tax Collector shall notify the person owing the tax by personal service or by Certified Mail that the City of McAlester will file such liens if any delinquent lodging taxes, interest and/or penalties are not paid within fifteen (15) days of receiving such notice.

4. The Tax Collector may also request the City Attorney to institute an action in personam and in rem to enforce payment and collect any delinquent lodging taxes, penalties and/or interest.

**B. Criminal Penalties.**

1. In addition to all civil penalties provided by this Chapter, the Willful failure or refusal of any operator, occupant or other person to make reports and/or remittances as herein required or the making of any false and fraudulent report for the purpose of avoiding or escaping payment of any tax or portion thereof rightfully due under this Chapter shall be an offense and upon conviction thereof the offending operator, occupant or other person shall be punished by a fine of not more than the penalty set out in Section 1-8 of the Code of the City of McAlester, excluding costs.

**SECTION 13. General Powers of the Tax Collector.**

In addition to all other powers granted to the Tax Collector, he is hereby authorized and empowered:

A. to make, adopt and amend rules and regulations appropriate to the carrying out of the provisions of this Chapter for the purposes thereof;

B. to extend, for cause shown, the time for filing any return for a period not exceeding sixty (60) days; and for cause shown, to waive, remit or reduce penalties or interest;

C. to delegate his functions hereunder to a Deputy or other employee or employees of the City;

D. to assess, reassess, determine, revise and readjust the taxes imposed by this Chapter; and

E. to prescribe methods for determining the taxable and non-taxable rents.

**SECTION 14. Administration of Oaths and Compelling Testimony.**

A. The Tax Collector, or employees or agents of the City duly designated and authorized by him, shall have the power to administer oaths and take affidavits in relation to any matter or proceeding in the exercise of their powers and duties under this Chapter. The Tax Collector shall have the power to subpoena and require the attendance of witnesses and the production of books, papers and documents to secure information pertinent to the performance of his duties hereunder and of the enforcement of this Chapter, and to examine them in relation thereto.

B. Any person who shall refuse to testify or to produce books or records, or who shall testify falsely in any material matter pending before the Tax Collector shall be guilty of an offense punishable by a fine of not more than the penalty set out in Section 1-8 of the Code of the City of McAlester, excluding costs.

**SECTION 15. Discount, Delinquent Taxes.**

A. At the time of filing the returns required under this Chapter with the Tax Collector, the operator shall remit therewith to the Tax Collector, except as hereinafter provided, ninety-seven percent (97%) of the tax due under the provisions of this Chapter; provided that the tax is delivered to the Tax Collector before the 15th of the month for the preceding calendar month's return, or if transmitted by mail, that the date of postmark by the U. S. Postal Service is before the 15th day of the month for the preceding month's return. In the event that payment of any tax due is not made before the 15th of the month, the operator forfeits his claim to the three percent (3%) discount and must remit to the Tax Collector one hundred percent (100%) of the taxes due. If the filing of the return and remittance of the taxes due are received by the Tax Collector after the fifteenth day of the month, the taxes are then delinquent and the operator shall pay, in addition to one hundred percent (100%) of the taxes due, interest and penalties as prescribed in Subsection 16.A. of this Article.

B. The discount granted by this section shall remunerate the operator for keeping tax records, filing reports and remitting the tax when due as required by this chapter.

**SECTION 16. Interest and Penalties.**

A. If an operator fails to file a return or remit the taxes due prior to the fifteenth day of the month, the operator shall pay, in addition to one hundred percent (100%) of the taxes due, the following interest and penalties:

1. One and one-half percent (1-1/2%) interest per month on the total amount of taxes due from the fifteenth day of the month to the date of filing; and
2. A penalty of ten percent (10%) of the total amount of the taxes due.

B. In addition to the penalties provided herein, the following persons shall be guilty of an offense and upon conviction thereof shall be punished by a fine of not more than the penalty set out in Section 1-8 of the Code of the City of McAlester, excluding costs:

1. any operator or occupant who willfully fails to file a return as required by this chapter, or who files or causes to be filed, or makes or causes to be made, or causes to be given any return, certificate, affidavit, representation, information, testimony or statement required or authorized by this chapter which is willfully false;
2. any operator who willfully fails to file a bond required by this chapter or who willfully fails to file a registration certificate and such data in connection therewith as the Tax Collector may require, by regulation or otherwise, or who fails to display or surrender the license as required by this chapter, or who assigns or transfers such license;
3. any operator who willfully fails to charge separately from the rent the tax herein imposed, or who willfully fails to state such tax separately on any evidence of occupancy and on any bill, statement or

receipt of rent issued or employed by the operator, or who willfully fails or refuses to collect tax from the occupant;

4. any operator who willfully refers or causes reference to be made to this tax in a form or manner other than that required by this chapter; and

5. any operator who willfully fails to keep the records required by this chapter.

C. The affidavit of the Tax Collector to the effect that a tax has not been paid, that a return, bond, or registration certificate has not been filed, or that information has not been supplied pursuant to the provisions of this chapter, shall be presumptive evidence thereof.

**SECTION 17. Confidential Records.**

The confidential and privileged nature of the records and files concerning the administration of this tax is legislatively recognized and declared, and to protect the same, the provisions of 68 O.S. Section 205, and each subsection thereof, are hereby adopted by reference and made fully effective and applicable to administration of this tax as if they were herein set forth in full.

**SECTION 18. Amendments.**

The people of the City of McAlester, Oklahoma, shall by their approval of this chapter at the election herein provided, authorize the Council of the City of McAlester, Oklahoma, by Ordinance duly enacted, to make such changes or additions in the method and manner of administration and enforcing this chapter as may be necessary or proper for efficiency and fairness, except that the rate of the tax herein provided shall not be changed without approval of the qualified electors of the City of McAlester as herein provided.

**SECTION 19. Provisions Cumulative.**

The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of the City.

**SECTION 20. Purpose of Revenues.**

It is hereby declared to be the purpose of this Ordinance to provide revenues for the following specific purposes, and no others, to-wit:

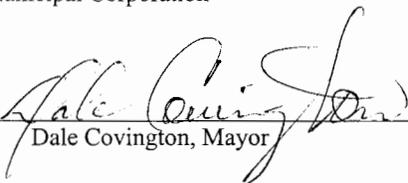
1. for the operation of the Tourism and related departments of the City of McAlester;

2. to adopt agreements, plans, policies, and programs to encourage the development of the City as a convention, trade show, and tourist center; and

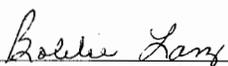
3. to construct, reconstruct, operate, maintain and repair buildings and facilities of the City of McAlester necessary to foster the development of the City as a convention, trade show, and tourist center, and to acquire land in connection therewith.

PASSED and ADOPTED in regular session this 24<sup>th</sup> day of April 2001.

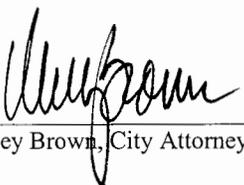
CITY OF McALESTER, OKLAHOMA  
A Municipal Corporation

By   
Dale Covington, Mayor

ATTEST:

  
Bobbie Lanz, City Clerk

Approved as to form and legality this 24<sup>th</sup> day of April 2001.

By   
Wesley Brown, City Attorney



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** April 8, 2014      **Item Number:** 4  
**Department:** Finance  
**Prepared By:** Toni Ervin      **Account Code:** \_\_\_\_\_  
**Date Prepared:** March 31, 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

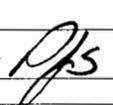
Motion to approve the budget amendment ordinance.

### 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>
<b>Department Head</b>	T. Ervin	4/1/2014
<b>City Manager</b>	P. Stasiak 	4/1/2014

**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**

**City of McAlester  
Budget Amendment - FY 2013-2014  
General Fund  
April 8, 2014**

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40999		Fund Balance		137,000	137,000
Total					137,000	

**Appropriations**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	5431339	Fire	Vehicle/Equipment Maintenance	92,650	30,000	122,650
01	5215339	Interdepartmental	Fleet Maintenance	-	30,000	30,000
01	5215140	Parks	Worker's Compensation	49,554	77,000	126,554
Total					137,000	

FUND INFORMATION	
Original Budget - Revenues ***	\$ 13,503,650
Amendments	238,000
<b>Current Budget - Revenues</b>	<b>\$ 13,741,650</b>
Original Budget - Expenditures	\$ 13,503,650
Amendments	1,144,494
<b>Current Budget - Expenditures</b>	<b>\$ 14,648,144</b>

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this

April 8, 2014

Explanation of Budget Amendment:

Appropriate additional funds for Fire trucks maintenance and worker's compensation.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt # \_\_\_\_\_

**City of McAlester  
Budget Amendment - FY 2013-2014  
Fleet Maintenance  
April 8, 2014**

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
35	40400		Charges for Services	586,515	60,000	646,515
Total					60,000	

**Appropriations**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
35	5862203	Fleet Maintenance	Repairs & Maintenance Supplies	285,700	30,000	315,700
35	5862106	Fleet Maintenance	Worker's Compensation	11,105	30,000	41,105
Total					60,000	

FUND INFORMATION	
Original Budget - Revenues ***	\$ 535,410
Amendments	111,105
<b>Current Budget - Revenues</b>	<b>\$ 646,515</b>
Original Budget - Expenditures	\$ 535,410
Amendments	111,105
<b>Current Budget - Expenditures</b>	<b>\$ 646,515</b>

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this  
April 8, 2014

Explanation of Budget Amendment:  
Appropriate additional funds for Fire trucks maintenance and worker's compensation.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

**City of McAlester  
Budget Amendment - FY 2013-2014  
Worker's Compensation  
April 8, 2014**

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
36	40400		Charges for Services	611,643	107,000	718,643
Total					107,000	

**Appropriations**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
36	5215305	Interdepartmental	Settlements	129,500	107,000	236,500
					107,000	

FUND INFORMATION	
Original Budget - Revenues ***	\$ 372,000
Amendments	336,643
<b>Current Budget - Revenues</b>	<b>\$ 708,643</b>
Original Budget - Expenditures	\$ 372,000
Amendments	336,643
<b>Current Budget - Expenditures</b>	<b>\$ 708,643</b>

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this  
April 8, 2014

Explanation of Budget Amendment:  
Appropriate Funds for Worker's Compensation Fund to match General and Fleet Maintenance Expenditures.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt# \_\_\_\_\_

## FY 13-14 Budget Amendments listed by fund

		<u>Revenue</u>	<u>Expense</u>
General Fund	Budget Supplement to lapse and reappropriate Capital	-	549,238
General Fund	Appropriate funds for Planning & Comm Director & exp	-	50,256
General Fund	Appropriate Funds for MidYear Review	238,000	258,000
General Fund	Appropriate Funds for transfer for new ambulance	-	150,000
General Fund	Appropriate additional funds for Fire trucks maintenance and worker's compensation.	-	137,000
MPWA	Budget Supplement to lapse and reappropriate Capital	-	416,752
MPWA	Appropriate funds for Engineering for 20 inch Water line	-	70,000
MPWA	Appropriate Funds for MidYear Review	-	20,000
Police Grant Fund	Appropriate funds for DOJ Drug enforcement Grant	-	20,000
Airport Grant	Appropriate funds for Carryover of Airport Grant	1,823,620	1,823,620
Economic Development	Budget Supplement to lapse and reappropriate Capital	-	165,682
Economic Development	Appropriate funds for Econ Dev Website and Industrial Park clearing	-	34,600
Economic Development	Appropriate funds for Planning & Comm Director & exp	-	19,709
Economic Development	Appropriate Funds for Grant Project	260,000	260,000
Grants & Contributions	Appropriate funds for Gifts, Grants, and Contributions	74,529	74,529
Grants & Contributions	Appropriate Funds for MidYear Review	1,931	1,931
Grants & Contributions	Appropriate Funds for Disc Golf Course and Firewise Grant	19,000	19,000
Fleet Maintenance	Appropriate Funds for MidYear Review	51,105	51,105
Fleet Maintenance	Appropriate additional funds for Fire trucks maintenance and worker's compensation.	60,000	60,000
Worker's Comp	Appropriate Funds for MidYear Review	239,643	239,643
Worker's Comp	Appropriate additional funds for Fire trucks maintenance and worker's compensation.	77,000	77,000
Dedicated Sales Tax	Appropriate funds for Sales Tax Revenue Note Series 2013	-	545,265
Dedicated Sales Tax	Appropriate Funds for 2012 & 2013 Bond Payments scheduled increase not in budget	-	60,000
Capital Fund	Appropriate funds for 4 Police vehicles	-	140,000
Capital Fund	Budget Supplement to lapse and reappropriate Capital	-	217,954
Capital Fund	Appropriate funds for Chadick Park Playground Equipment	-	125,000
Capital Fund	Appropriate funds for 3 Police Vehicles	-	105,000
Capital Fund	Appropriate funds for Truck, blade & salt spreader	-	40,000
Capital Fund	Appropriate Funds for MidYear Review	-	246,400
Capital Fund	Appropriate Funds for 30 inch Pump Header Replacement	-	230,000
Capital Fund	Appropriate Funds for new ambulance	150,000	150,000
		<b>2,994,828</b>	<b>6,357,684</b>



# McAlester City Council

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## AGENDA REPORT

Meeting Date: April 8, 2014 Item Number: 5  
Department: Council  
Cora Middleton for Mayor  
Steve Harrison and  
Prepared By: Councilman Weldon Smith Account Code: \_\_\_\_\_  
Date Prepared: April 1, 2014 Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

Discussion on possible Charter changes by Charter Committee.

### Recommendation

Discussion on possible Charter changes.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>04/01/14</u>
City Manager	<u>PJS/CM</u>	<u>04/03/14</u>

Council Chambers  
Municipal Building  
March 25, 2014

The McAlester Airport Authority met in a Regular session on Tuesday, March 25, 2014, at 6:00 P.M. after proper notice and agenda was posted March 21, 2014.

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin, Jason Barnett  
& Steve Harrison  
Absent: None  
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 March 11, 2014 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending March 18, 2014. *(Toni Ervin, Chief Financial Officer)* In the amount of \$556.65.

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

AYE: Trustees Garvin, 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.

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

AYE: Trustees Garvin, 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  
March 25, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, March 25, 2014, at 6:00 P.M. after proper notice and agenda was posted March 21, 2014.

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin, Jason Barnett  
& Steve Harrison  
Absent: None  
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 March 11, 2014 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending March 18, 2014. *(Toni Ervin, Chief Financial Officer)* In the amount of \$237,563.20.
- Confirm action taken on City Council Agenda Item D, information presented on the Capital Improvement Program Project #1, Engineering Design. This is funded through our Bond Streets Reconstruction Program. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item E, authorization of payment to Poe & Associates, Inc. Invoice #0-203031-8541 in the amount of \$9,475.65 for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item F, authorization of payment to Poe & Associates, Inc. Invoice #0-203031-8559 in the amount of \$39,110.94 for engineering services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Tabled from previous meeting: Confirm action taken on City Council Agenda Item I, 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)*
- Tabled from previous meeting: Confirm action taken on City Council Agenda Item J, 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, authorizing the Mayor to sign a contract between the City of McAlester and Goodwin & Goodwin for the construction of 2013 CDBG Water Improvements along West Street and Birch Street. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 2, a Professional Services Agreement with a consultant, Mehlburger Brawley, on CIP #3 project for the design of road and infrastructure improvements for a segment of Second Street from Comanche Avenue to Modoc Avenue. *(John Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 4A, Change Order No. 1 to the contract 2013 Concrete Panel Replacement Project 4 with Katcon, Inc. adding \$26,272.44 to their contract for a total amount of \$292,420.44. *(Buddy Garvin, Ward 5 – City Councilman)*

Confirm action taken on City Council Agenda Item 4B, payment to Katcon, Inc. in the amount of \$26,272.44. *(Buddy Garvin, Ward 5 – City Councilman)*

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

AYE: Trustees Smith, Titsworth, Read, Garvin, Barnett, & 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. There was no discussion and the vote was taken as follows:

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary

Council Chambers  
Municipal Building  
March 31, 2014

The McAlester Public Works Authority met in a Special session on Tuesday, March 31, 2014, at 6:36 P.M. after proper notice and agenda was posted March 28, 2014 and a Revised agenda was posted March 31, 2014

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin, Jason Barnett  
& Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

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

- Confirm action taken on City Council Agenda Item 1, authorization of payment to Bank of America Merrill Lynch, Global Custody and Agency Services, Attn: Val Opperman (Escrow Agent) for Austin Paving, LLC for Estimate No. 1 in the amount of \$150,261.49, for 17<sup>th</sup> Street CIP Project No. 1. (*John Modzelewski, P.E., City Engineer and Public Works Director*)

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

AYE: Trustees Smith, Read, Titsworth, Garvin, Barnett, & 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. There was no discussion and the vote was taken as follows:

AYE: Trustees Smith, Read, Titsworth, Garvin, Barnett & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary