



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, July 24, 2012 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

- | | |
|----------------------------|---------------|
| Steve Harrison | Mayor |
| Weldon Smith | Ward One |
| John Titsworth | Ward Two |
| Travis Read..... | Ward Three |
| Robert Karr | Ward Four |
| Buddy Garvin | Ward Five |
| Sam Mason, Vice Mayor..... | Ward Six |
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 | |
| Peter J. Stasiak | City Manager |
| William J. Ervin | City Attorney |
| Cora M. Middleton..... | City Clerk |

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor David Massey, McAlester Ministerial Fellowship

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Approval of the Minutes from the June 26, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for July 4 – July 17, 2012. *(Toni Ervin, Chief Financial Officer)*
- C. Authorize the Mayor to sign a Campus Police Agreement between the McAlester Public Schools and the City of McAlester for FY 2012-2013. *(Jim Lyles, Police Chief)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

2. Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

3. TABLED FROM PREVIOUS MEETING. Consider and act upon, the funding of McAlester Main Street Association in the amount of \$28,000 and for FY 2012-2013.
(Peter J. Stasiak, City Manager)

Executive Summary

Motion to approve the funding of \$28,000 to McAlester Main Street Association for FY 2012-2013 and approval of FY 2012-2013 Budget.

4. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES).
(John C. Modzelewski, P.E., City Engineer and Public Works Director)

Executive Summary

Motion to approve an Agreement for Engineering Services with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2012-2013 for a fee not to exceed \$50,000.

5. Discussion on the opportunity to Privatize/Franchise the City of McAlester's entire temporary and permanent roll off/compactor work within the city limits. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

Discussion, and possible action, to consider an opportunity to Privatize/Franchise the City of McAlester's entire temporary and permanent roll off/compactor work within the city limits.

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 July 10, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 17, 2012. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 10, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 17, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, an Agreement for Engineering Services with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES). *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 26, 2012, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of July 2012. *(Toni Ervin, Interim Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B (2) and 307 B (4) et.seq. Oklahoma Statutes, to wit:

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

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

- 1) Consider, and act upon, the Mitchell Weeks Workers Compensation Claim.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2012 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
June 26, 2012

The McAlester City Council met in Regular session on Tuesday, June 26, 2012, at 6:00 P.M. after proper notice and agenda was posted, June 25, 2012, at 2:40 P. M.

Call to Order

Mayor Harrison called the meeting to order.

Mother Stephanie Swinnea, All-Saints Episcopal Church, led the Pledge of Allegiance and gave the invocation.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, Sam Mason & Steve Harrison

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, Chief Finance Officer; John C. Modzelewski, City Engineer/Public Works Director; Mel Priddy, Community Services Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Stephanie Shafer addressed the Council distributing Pride In McAlester's "2012 Great American Cleanup" Wrap Up Report. She commented on the work that had been done at Lake McAlester and the difference it had made during the boat races. She informed the Council that on the next Community Work Day, July 14th, they would restore two outside paintings at Emerson Elementary School.

Consent Agenda

- A. Approval of the Minutes from the June 12, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 6-June 19, 2012. *(Toni Ervin, Chief Financial Officer)* In the following amounts: In the following amounts: General Fund - \$122,927.26; Parking Authority - \$105.10; Nutrition - \$1,625.73; Landfill Res./Sub-Title D - \$495.00; Tourism Fund - \$7,810.00; SE Expo Center - \$33,941.59; E-911 - \$6,807.69; Economic Development - \$2,000.00; Gifts & Contributions - \$9,446.50; Fleet Maintenance - \$23,654.99; CIP Fund - \$110,996.50 and Federal Forfeiture Fund - \$443.09.

- C. Accept and place on file the ADA Yearly Report. *(Mel Priddy, Director Community Services)*
- D. Ratify and approve a one year Financial Advisor Services Agreement between Municipal Finance Services, Inc. and the City of McAlester. *(Cora Middleton, City Clerk)*
- E. Ratify and approve a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- F. Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma. *(Cora Middleton, City Clerk)*
- G. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living. *(Peter J. Stasiak, City Manager)*
- H. Consider and act upon, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- I. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*
- J. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, City Manager)*
- K. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester. *(Peter J. Stasiak, City Manager)*
- L. Consider and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2012 through June 30, 2013. (No increase in service rates – same as last year.) *(Peter J. Stasiak, City Manager)*

Councilman Read requested that “Item J” be removed for individual consideration and Manager Stasiak requested that “Item F” be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Read to approve Consent Agenda items “A, B, C, D, E, G, H, I, K and L.”

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

AYE: Councilman Smith, Read, Karr, Garvin, Mason & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

Items removed from Consent Agenda

- F. Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Karr and seconded by Councilman Garvin to Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma.

Before the vote, Manager Stasiak distributed a map showing the location of the Outer Marker Site and the current lease agreement, with Irene Crabtree. He explained that this was the first marker that pilots encountered as they approached the Airport from the South. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Read, Karr, Garvin, Mason, Smith & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

- J. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Karr and seconded by Councilman Garvin to authorize the Mayor to sign a contract between the City of McAlester and Main Street Association.

Before the vote, Councilman Read commented that with the resignation of Carol Ervin the Council did not need to address the contract at this time.

There was a lengthy discussion among the Council and Manager Stasiak regarding Main Street's intent to fill the position, reviewing the contract in depth, outstanding obligations that Main Street had incurred, having no one from the Association in attendance at the Council Meeting, possibly tabling the item, and having more participation from the Down Town merchants.

A motion to table the contract was made by Councilman Smith and seconded by Councilman Read.

Before the vote, Mayor Harrison commented that he and Manager Stasiak would meet with the Main Street Association Board and hopefully have information at the next Council meeting. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Karr, Garvin, Mason, Smith & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Scheduled Business

1. Discussion and review of quarterly update provided by the McAlester Public Schools.

(Marsha Gore, McAlester School Superintendent)

Executive Summary

Discussion and possible action to approve placing on file the quarterly report provided by the McAlester Public Schools.

Marsha Gore addressed the Council updating them on what had been done with the \$700,000.00 that the City had given the school system. she commented that to date no money had been spent and on June 5, 2012 they had conducted their first bid openings for construction. The low bid was \$235,100.00 for the first phase of construction at the McAlester High School and the back side of the Puterbaugh Middle School except for the Gym and the Cafetorium. She stated that the second phase of the construction would be the front half of Puterbaugh Middle School.

There was discussion among the Council regarding the time that this type of roof would last, if there was a guarantee, how long the company had been in business, if the manufacturer would stand behind the product, if the architectural firm would have someone on site to insure that the work was done properly, the history of the company that was to perform the construction, the stipulation that the funding was to be used only for new construction and that quarterly reports were required.

Ms. Gore assured the Council that they would receive quarterly reports going forward.

There was no vote on this item.

2. a) Presentation on the McAlester Master Trails Plan. *(Mike Harmon and Keith Franklin, LandPlan Consultants Inc.)*

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- b) Consider, and act upon, a Resolution to adopt the McAlester Master Trails Plan.

Executive Summary

Motion to approve Resolution adopting the McAlester Master Trails Plan.

Keith Franklin addressed the Council reviewing the benefits of a trails system, the various goals of the planning group, he recommended the multi-use trails, the criteria used for implementation evaluation, funding opportunities and how the proposed trails could be connected to existing trails with in the City of McAlester.

There was discussion among the Council concerning trails along railroad easements and crossings, and funding sources.

Mayor Harrison commented that the City had the plan in place but there was no money in the budget to begin this project. He stated that the intent was to look for Grants and the plan was a long term project. He added that once the first trail was constructed the citizens would see what the trails system really was.

A motion was made by Councilman Read and seconded by Councilman Smith to approve RESOLUTION NO. 12-09, adopting the McAlester Master Trails Plan. Mayor Harrison then read the RESOLUTION for the audience. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Read, Garvin, Smith, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

3. a) Presentation of the City of McAlester Financial Report ending May 31, 2012. *(Toni Ervin, Chief Financial Officer)*
- b) Accept and place on file the presentation of the City of McAlester Financial Report ending May 31, 2012.

Executive Summary

City of McAlester Financial Report ending May 31, 2012. Accept and place on file.

Toni Ervin reviewed the of the City of McAlester's financial status as of May 31, 2012. She added that there would be a more detailed report next month after the end of the fiscal year information was obtained.

There was no vote on this item.

4. Tabled at previous meeting: Consider, and act upon, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*

Executive Summary

Motion to approve an award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project.

A motion was made by Councilman Smith and seconded by Councilman Garvin to award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project.

Before the vote, Mel Priddy informed the Council that he had visited with the Company and had been assured that the company was capable of doing the project. He added that Mr. Wade Inman had been involved with two (2) previous projects at the Airport and there had not been any problems with either of those projects. Mr. Priddy stated that he had received an email from the FAA stating that they had received no objections from the tribes regarding any environmental concerns. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Mason, Smith, Read, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

5. Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by 2.5% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.

Executive Summary

Motion to approve the new service residential rate increase of 2.5% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve the new service residential rate increase of 2.5% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.

Before the vote, Manager Stasiak informed the Council that Mayor Harrison, Mr. Modzelewski and he had met with representatives of Republic Services to verify the calculations and that they conformed with the contract. He stated that this was a 2.5% increase in the base residential charge or .23¢ increase per citizen per month. He commented that in the previous year the City elected not to pass on the increase to the citizens and at this time it was the recommendation of staff not to pass this increase on to the citizens.

There was a brief discussion among the Council concerning the total amount of the increase, if this increase was for both residential and commercial customers, if the vote was for both the residential and the commercial, and the number of accounts.

Mayor Harrison clarified that the item to be voted on tonight was the increase to both the commercial and residential rates that were charged to the City. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Mason, Smith, Read, Karr, Garvin & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

6. Consider, and act upon, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve agreement with Shred-it for automatic monthly On-site shredding service at City Hall.

A motion was made by Councilman Smith and seconded by Councilman Read to approve an On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall.

Before the vote, Ms. Middleton addressed the Council explaining that the shredding service would help with record storage issues at City Hall, help maintain confidentiality of customer information, aid in the destruction process of records as allowed by the State of Oklahoma and facilitate recycling of paper.

City Attorney Ervin informed the Council that he had reviewed the contract and had 6 proposed changes that he would like to recommend to the Council. He then reviewed the changes with the Council.

Councilman Smith inquired about the purge and the total cost. Mayor Harrison clarified that the motion would include the changes recommended by the City Attorney. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Garvin, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

7. Discussion on Code Violations and Condemnation Process. *(Councilman Travis Read)*

Executive Summary

Discussion on Code Violations and Condemnation Process.

There was discussion among the Council regarding the City's responsibility to implement an aggressive cleanup program, the process taken to condemn structures, the process to address high grass and vehicles, if and when liens were filed on non-compliant property, the length of time it takes to properly file paperwork, the fees that were charged, how abatement issues were addressed when an entity affiliated with the City was not complying and the Code Department issuing citations to property owners that would not comply with the City's ordinances.

There was no vote on this item.

8. Consider, and act upon, the First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineering and Public Works, Director)*

Executive Summary

Motion to approve and authorize the Mayor to sign the First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance after review and approval by City Attorney's Office.

Vice-Mayor Mason moved to approve and authorize the Mayor to sign the First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance after review and approval by City Attorney's Office. The motion was seconded by Councilman Smith.

Before the vote, John Modzelewski addressed the Council informing them that the City of McAlester had been a member of the Association for Landfill Financial Assurance (ALFA) since July 25, 1995. He stated that membership in ALFA fulfilled the requirements of the Oklahoma Department of Environmental Quality for financial assurance of landfill closure and post-closure monitoring costs. He added that this was the first amendment to the Participation Agreement since 1995 and it changed the Pay-in-Period from a maximum of thirty (30) years to a period equal to the expected economic life of the Facility.

Vice-Mayor Mason commented that the Agreement had to be acted on annually. Mr. Modzelewski confirmed the statement. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Garvin, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak did not have a report for the meeting.

Remarks and Inquiries by City Council

None of the Council members had remarks or inquiries for the meeting.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments or appointments for the meeting.

Recess Council Meeting

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

AYE: Councilman Karr, Garvin, Mason, Smith, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:51 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:53 P.M.

Adjournment

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

AYE: Councilman Read, Karr, Garvin, Mason, Smith & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:55 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**JULY 4, 2012
THRU
JULY 17, 2012**

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	CAROL JANISCH	I-201207113905	01	-5431202	OPERATING SUP REIMB CLOTHING ALLOWANCE	060754	55.00
01-A00028	"A" PLUS LAWN SERVICE						
		I-12-00079	01	-5542308	CONTRACTED SE MOWING CONTRACT-JULY	060757	1,250.00
01-A00267	AIRGAS						
		I-9902832198	01	-5432202	OPERATING SUP OXYGEN & SUPPLIES FOR EMS	060758	180.15
		I-9902832200	01	-5542203	REPAIRS & MAI MONTHLY BOTTLE LEASE	060758	35.70
		I-9902832200	01	-5543203	REPAIRS & MAI MONTHLY BOTTLE LEASE	060758	173.77
01-A00362	ALLEGIANCE COMMUNICATIO						
		I-201207113892	01	-5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	060738	62.95
		I-201207113892	01	-5548328	INTERNET SERV INTERNET SVS-FAC MAINT	060738	75.65
		I-201207113892	01	-5542328	INTERNET SERV INTERNET SVS-FAC MAINT	060738	75.65
		I-201207113892	01	-5865328	INTERNET SERV INTERNET SVS-STREETS T/C	060738	75.65
		I-201207113892	01	-5542328	INTERNET SERV INTERNET SVS-STIPE	060738	72.95
		I-201207113892	01	-5320328	INTERNET SERV INTERNET SVS-DET DIV	060738	116.75
01-A00424	ALLSTATE ELECTRIC MOTOR						
		I-4478	01	-5543203	REPAIRS & MAI REBUILD ELECT MOTORS	060760	850.00
1-A00751	ATWOODS						
		I-1136/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060762	156.93
		I-1140/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060762	131.80
		I-1147/9	01	-5542203	REPAIRS & MAI MISC SUPPLIES NEEDED	060762	199.65
1-A00770	AUTO PARTS CO						
		I-908882	01	-5432203	REPAIR & MAIN SMALL PARTS AS NEEDED	060763	36.45
		I-909261	01	-5432203	REPAIR & MAIN SMALL PARTS AS NEEDED	060763	251.32
1-B00180	BEMAC SUPPLY						
		I-201207163910	01	-5542316	REPAIRS & MAI MISC PURCHASES	060765	178.82
1-B00486	BRADELY RAY INMAN						
		I-201207163911	01	-5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	060768	150.00
1-C00100	CLEET						
		I-201207113904	01	-2100	CLEET PAYABLE CLEET FEES DUE	060741	5,288.76
1-C00320	CENTERPOINT ENERGY ARKL						
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-LIBRARY	060742	38.37
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-STIPE CTR	060742	154.55
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-1600 COLLEGE-C	060742	22.61
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-CEMETERY OFFICE	060742	36.66
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-1600 COLLEGE	060742	24.20
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-CEMETERY MAINT	060742	25.65
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-FIRE STATION 3	060742	29.57
		I-201207113891	01	-5215314	GAS UTILITY GAS UTIL-CITY HALL	060742	66.72

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00430	CHIEF FIRE & SAFETY CO.	I-171231	01 -5431203	REPAIRS & MAI PARTS AS NEEDED	060770	76.00
01-C00463	CITY MANAGERS ASSOCIATI	I-11-02895	01 -5652331	EMPLOYEE TRAV CMAO ANNUAL CONF FEE	060771	190.00
01-C00656	CONSOLIDATED FLEET SERV	I-2012AH0124	01 -5431316	REPAIRS & MAI ANNUAL SAFETY INSPECTION	060772	1,190.25
01-C00847	CRYSTAL DATA	I-187117	01 -5324202	OPERATING SUP TONER FOR PRINTER	060773	120.97
		I-187122	01 -5321202	OPERATING SUP TONER FOR PRINTER	060773	120.97
01-D00006	D & D ELEVATOR INC	I-12089	01 -5548317	ELEVATOR REPA MONTHLY ELEVATOR MAINT	060775	400.00
01-D00143	DAVE'S FITNESS PLUS	I-2012-01	01 -5653215	AWARDS PROGRA NON UNIFORM YRLY FEE	060777	3,000.00
01-D00330	DEPT. OF PUBLIC SAFETY	I-04-1300120	01 -5321308	CONTRACTED SE TELETYPE RENTAL	060782	350.00
01-D00540	DOLESE BROTHERS	I-5-65258-12	01 -5865218	STREET REPAIR GRAVEL FOR ST REPAIRS	060783	1,160.49
		I-5-66926-12	01 -5865218	STREET REPAIR GRAVEL FOR ST REPAIRS	060783	248.34
		I-5-67435-12	01 -5865218	STREET REPAIR GRAVEL FOR ST REPAIRS	060783	460.29
		I-5-67975-12	01 -5865218	STREET REPAIR GRAVEL FOR ST REPAIRS	060783	304.37
		I-RM12039752	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	060783	1,075.00
		I-RM12040171	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	060783	136.94
		I-RM12040172	01 -5865218	STREET REPAIR CONCRETE FOR REPAIRS	060783	164.00
01-E00259	ERGON ASPHALT & EMULSIO	I-9400895828	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	060786	459.05
		I-9400910218	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	060786	387.65
1-E00266	ERVIN & ERVIN ATTORNEYS	I-201207173933	01 -5214302	CONSULTANTS LEGAL FEES	060787	2,350.00
1-F00036	FCC ENVIRONMENTAL	I-PJ10165700	01 -5865218	STREET REPAIR LABOR TO CLEAN OIL TANK	060789	8,972.98
1-F00037	FASTENAL	I-201207163907	01 -5865202	OPERATING SUP MISC ITEMS-INV OKMCA106641	060790	38.95
		I-OKMCA107750	01 -5431203	REPAIRS & MAI PARTS FOR L-1 REPAIRS	060790	23.13
1-F00371	FIELDS PLUMBING	I-521566	01 -5542316	REPAIRS & MAI PLBG REPAIRS IN PARKS	060791	563.20
1-G00130	GALL'S, AN ARAMARK CO.,					

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00130	GALL'S, AN ARAMARK CO.,	continued				
		I-512245846	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	060792	293.20
		I-512258033	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	060792	97.47
		I-512260817	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	060792	198.87
		I-512263166	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	060792	175.74
		I-512270238	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	060792	94.36
		I-512275523	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	060792	300.69
01-G00366	GOOD STUFF					
		I-861930	01 -5542203	REPAIRS & MAI TRASH BARRELLS FOR PARKS	060793	750.00
01-I00000	I AFC					
		I-96483 - 2012 DUES	01 -5431330	DUES & SUBSCR MEMBERSHIP FEES	060795	234.00
01-I00061	RICOH USA, INC.					
		I-5023118457	01 -5321308	CONTRACTED SE COPIER MAINT FEES	060797	119.26
01-I00110	IMPRESS OFFICE SUPPLY					
		I-034130	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	060798	15.86
01-I00115	INTERMEDI X TECHNOLOGIES					
		I-201207163909	01 -5432308	CONTRACTED SE CONTRACTED SVS-JUNE 2012	060799	1,968.59
01-I00120	TYLER TECHNOLOGIES					
		I-025-43581	01 -5225349	SOFTWARE MAIN ANNUAL SOFTWARE MAINT FEE	060800	27,754.78
		I-201207173932	01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	060802	200.00
		I-201207173932	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	060802	200.00
01-I00140	INDIAN NATION WHOLESALE					
		I-5656752	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	060803	628.14
01-K00081	KEATON ALEXANDER					
		I-201207113896	01 -5321207	CLOTHING ALLO REIMB CLOTHING ALLOWANCE	060744	140.97
01-K00102	KEDDO					
		I-2012-13 DUES	01 -5101330	DUES & SUBSCR MEMBERSHIP DUES	060806	1,084.19
01-K00108	KEITH R LYON					
		I-12-00124	01 -5542316	REPAIRS & MAI PLBG REPAIRS AT STIPE CTR	060807	1,020.00
01-K00254	KIMBERLY LIZIK					
		I-201207173923	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	060809	160.00
01-L00062	LABELCITY, INC.					
		I-SI-900784	01 -5320202	OPERATING EXP DYMA LABELS	060810	61.22
01-L00067	LABORATORY CONSULTANT S					
		I-034203	01 -5653348	DRUG TESTING/ MONTHLY DRUG TESTING	060811	50.00
		I-034401	01 -5653348	DRUG TESTING/ RANDOM & NEW HIRE DRUG TE	060811	256.80

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00078	LAMBERT MECHANICAL INC					
		I-120489	01 -5548316	REPAIRS & MAI A/C REPAIRS AT LIBRARY	060812	255.00
01-L00428	LOWE'S CREDIT SERVICES					
		C-11817 CR	01 -5543203	REPAIRS & MAI SAND FOR POOL FILTERS	060813	239.60-
		I-14238	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060813	140.90
		I-14727	01 -5543203	REPAIRS & MAI SAND FOR POOL FILTERS	060813	311.48
		I-14796	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060813	63.68
		I-14869	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060813	131.25
01-M00083	MARGARET MCMORROW - LOV					
		I-JUNE 2012 IAFF	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	060814	1,170.30
		I-JUNE 2012 IAFF	01 -5214302	CONSULTANTS LEGAL FEES AS NEEDED	060814	312.20
01-M00325	MICHAEL T DAWKINS					
		I-201207163915	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	060816	75.00
01-M00570	MOORE MEDICAL CORP.					
		I-97265464	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	060818	53.00
		I-97273216	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	060818	41.50
		I-97286468	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	060818	374.68
		I-97291650	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	060818	1.92
		I-97307144	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	060818	1,494.80
		I-97307221	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	060818	903.64
		I-97322428	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	060818	1,000.64
		I-97324972	01 -5432202	OPERATING SUP MEDICAL SUPPLIES FOR EMS	060818	726.67
		I-97324987	01 -5432202	OPERATING SUP MEDICAL SUPPLIES FOR EMS	060818	177.65
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00079439	01 -5431202	OPERATING SUP PAINT FOR HELIPAD	060820	77.44
1-MC0146	MC ALESTER-PITTS. COUNT					
		I-201207163921	01 -5101353	PITTSBURG EME YEARLY PMT FOR EMER MGT SVS	060822	50,000.00
1-MC0169	MCALESTER REGIONAL HOSP					
		I-CITYLAB 6-30-12	01 -5653348	DRUG TESTING/ NEW HIRE DRUG TESTING	060823	111.00
		I-CITYOFMC 6-30-12	01 -5653348	DRUG TESTING/ PHY CAPACITY PROFILE TEST	060823	98.00
1-N00250	MCALESTER NEWS CAPITAL					
		I-0000001	01 -5210317	ADVERTISING & ADVERTISING AS NEEDED	060824	1,732.03
		I-32896 YRLY SUB	01 -5431330	DUES & SUBSCR YRLY SUB-EMER RESP CTR	060824	102.00
		I-JUNE 2012	01 -5653317	ADVERTISING & EMPLOYMENT ADS AS NEEDED	060824	122.40
1-000166	OKLA ASSN OF EMER VEHIC					
		I-2012 DUES	01 -5432330	DUES & SUBSCR MEMBERSHIP DUES-3 FIREMEN	060830	30.00
1-000219	OKLA BUREAU OF NARCOTIC					
		I-201207113898	01 -2103	OBN PAYABLE (DRUG ED FEES DUE	060745	35.76

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000273	OKLA DEPT OF HEALTH						
		I-LIC 33/80061272	01	-5543202	OPERATING SUP POOL LICENSE & FEE-MULLEN	060831	200.00
01-000358	OKLA ST DEPT OF HEALTH						
		I-201207113902	01	-5432330	DUES & SUBSCR AMBULANCE LICENSE RENEWAL	060746	320.00
01-000427	OKLA UNIFORM BUILDING C						
		I-JUNE 2012	01	-5652336	FEES BLDG PERMIT FEES FOR JUNE	060747	92.00
01-000530	OML-OK MUNICIPAL LEAGUE						
		I-045311	01	-5211330	DUES & SUBSCR NEW OFFICIAL TRN-CFO	060832	40.00
01-000556	OMAG-OK MUNICIPAL ASSUR						
		I-26972	01	-5215322	LIABILITY INS GEN LIABILITY INS-1ST FMT	060833	35,608.74
01-000595	OSBI						
		I-201207113893	01	-2101	AFIS PAYABLE AFIS AND FORENSIC FEES DUE	060748	2,906.09
		I-201207113893	01	-2102	FORENSICS PAY AFIS AND FORENSIC FEES DUE	060748	2,827.70
01-P00210	PEPSI COLA						
		I-79755	01	-5543202	OPERATING SUP CONCESSION SUPPLIES	060835	243.00
01-P00250	PETTY CASH						
		I-201207113901	01	-5653215	AWARDS PROGRA EMPLOYEE PICNIC SUPPLIES	060749	64.00
		I-201207113901	01	-5321331	EMPLOYEE TRAV TOLL FEES TRAVEL EXP	060749	4.00
		I-201207113901	01	-5431202	OPERATING SUP EMER PUR-PART FOR EMER VEH	060749	15.25
		I-201207113901	01	-5321306	INFORMANTS INFORMANT PMT	060749	500.00
		I-201207113901	01	-5101202	OPERATING SUP SUPPLIES FOR COUNCIL MTG	060749	58.84
		I-201207113901	01	-5225331	EMPLOYEE TRAV TRAVEL EXP-CISCO TRAINING	060749	103.49
		I-201207113901	01	-5225331	EMPLOYEE TRAV TRAVEL EXP-CISCO TRAINING WK 2	060749	105.31
		I-201207113901	01	-5865202	OPERATING SUP TRAVEL EXP-GRADALL REPAIRS	060749	20.28
		I-201207113901	01	-5865202	OPERATING SUP TRAVEL EXP-PU OIL FOR DURAPATC	060749	15.40
		I-201207113901	01	-5321331	EMPLOYEE TRAV TRAVEL EXP-TULSA FOR UNIF PUR	060749	43.50
		I-201207113901	01	-5544202	OPERATING SUP PART FOR WTR LINE REPAIR	060749	7.06
		I-201207113901	01	-5865202	OPERATING SUP TRAVEL EXP-OIL FOR DURAPATCH	060749	20.14
1-P00340	PITTS. COUNTY ELEC. BOA						
		I-6/26 SPEC ELECTION	01	-5101350	ELECTIONS ELECTION EXPENSES	060836	2,160.00
1-P00510	PRO-KIL, INC						
		I-68096	01	-5542308	CONTRACTED SE MONTHLY PEST CONTROL-JIS	060838	126.00
1-P00560	PUBLIC SERVICE/AEP						
		I-201207113890	01	-5215313	ELECTRIC UTIL ELECT UTIL-401 N 2ND	060750	2,980.26
		I-201207113890	01	-5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	060750	38.44
		I-201207113890	01	-5215313	ELECTRIC UTIL ELECT UTIL-STREET LITES	060750	9,902.45
		I-201207113890	01	-5215313	ELECTRIC UTIL ELECT UTIL-302 E FILMORE	060750	934.97
		I-201207113890	01	-5215313	ELECTRIC UTIL ELECT UTIL-GEN FUND	060750	11,078.67
		I-201207113890	01	-5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	060750	23.03

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP		continued			
		I-201207113890	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	060750	51.54
01-R00492	RONALD W BARNES					
		I-201207163914	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	060842	150.00
01-R00541	ROY WARD					
		I-201207163916	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	060843	75.00
01-S00233	SHANNON JOHNSTON					
		I-201207173922	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	060844	230.00
01-S00642	SPECIAL OPS UNIFORMS, I					
		I-0185606	01 -5653213	SAFETY EXPENS A/C UNITS FOR POLICE CARS	060847	599.40
01-S00726	STAPLES ADVANTAGE					
		I-3176941926	01 -5212202	OPERATING SUP MONITOR STAND & SUPPLIES	060848	61.13
		I-35484	01 -5865202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	060848	301.45
01-S00975	SYSCO FOOD SERVICE OF O					
		I-600488334	01 -5653213	SAFETY EXPENS POWDERED DRINK MIX	060849	683.60
01-T00056	TED ALEXANDER					
		I-201207163912	01 -5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	060850	225.00
01-T00429	THOMAS J DAVIS					
		I-201207163913	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	060852	150.00
01-T00510	TRAFFIC SIGNALS, INC.					
		I-12465	01 -5548203	REPAIRS & MAI LED LTS & MONITORS FOR TC	060853	4,200.00
		I-12465	01 -5548316	REPAIRS & MAI LED LTS & MONITORS FOR TC	060853	295.00
01-T00630	TWIN CITIES READY MIX					
		I-69340	01 -5865218	STREET REPAIR CONCRETE FOR 14 & CA PKWY	060854	555.75
		I-69445	01 -5865218	STREET REPAIR CONCRETE FOR 14 & CA PKWY	060854	470.25
01-U00020	US CELLULAR					
		I-201207113903	01 -5215315	TELEPHONE UTI CELL BILL-GENERAL FUND	060753	1,846.15
01-U00025	U S FOOD SERVICE					
		I-4413016	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	060855	515.19
01-W00040	WALMART COMMUNITY BRC					
		C-06945 CR	01 -5543203	REPAIRS & MAI MISC POOL SUPPLIES	060858	3.32-
		I-00651	01 -5543203	REPAIRS & MAI MISC POOL SUPPLIES	060858	238.99
		I-08751	01 -5544202	OPERATING SUP A/C FOR PRESS BOX 4-SBC	060858	318.00
			FUND 01 GENERAL FUND	TOTAL:		208,118.09

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 02 MFWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS					
		I-9902832199	02 -5974203	REPAIRS & MAI MONTHLY BOTTLE RENTAL FEE	060758	55.60
		I-9902832201	02 -5973203	REPAIRS & MAI MONTHLY RENTAL ON BOTTLES	060758	83.40
01-A00272	ALDERSON REGIONAL LANDF					
		I-4197	02 -5864308	CONTRACTED LA ROLL-OFF FEES-JUNE	060759	5,335.32
		I-4211	02 -5864308	CONTRACTED LA ROLL-OFF FEES-JUNE	060759	4,560.70
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201207113892	02 -5973328	INTERNET SERV INTERNET SVS-EAST WWM	060738	62.95
01-A00423	ALLIED WASTE SERVICES O					
		I-201207113897	02 -5866306	CONTRACTED RE WASTE SVS FEES-JUNE 2012	060739	145,573.77
		I-201207113897	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	060739	248.79-
01-A00430	ALTIVIA					
		I-201207173927	02 -5974304	LAB TESTING INV 227476	060761	3,290.13
		I-201207173927	02 -5974304	LAB TESTING INV 227477	060761	3,329.05
		I-201207173927	02 -5974304	LAB TESTING INV 226312	060761	3,228.97
		I-201207173927	02 -5974304	LAB TESTING INV 226953	060761	3,326.27
01-A00751	ATWOODS					
		I-201207163908	02 -5216202	OPERATING SUP MISC ITEMS-INV 1112/9	060762	5.98
01-B00180	BEMAC SUPPLY					
		I-S1667142.002	02 -5973203	REPAIRS & MAI SUPPLIES AS NEEDED - WWM	060765	159.00
		I-S1669998.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	11.93
		I-S1670068.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	37.60
		I-S1670505.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	16.76
		I-S1670602.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	23.99
		I-S1670659.001	02 -5973316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060765	108.00
		I-S1672333.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	1.53
		I-S1672633.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	4.29
		I-S1672800.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	39.77
		I-S1672816.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	3.17
		I-S1672819.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	060765	20.95
1-B00360	BLUE BOOK (USA)					
		I-704359	02 -5973316	REPAIRS & MAI PHONE DIALER FOR LIFT STA	060767	388.50
1-C00880	CULLIGAN WATER COND INC					
		I-201207173928	02 -5974304	LAB TESTING INV 4228	060774	24.00
1-D00140	DATA MATIC, LTD					
		I-IN-0000017344	02 -5216202	OPERATING SUP PWR SUPPLIES FOR READERS	060776	302.82
1-D00322	DEPT. OF ENVIR. QUALITY					
		I-2	02 -5864329	DEQ FEES LANDFILL DEQ QTRLY REPORT	060778	46.30
		I-201207173924	02 -5973302	CONSULTANT'S (YRLY PDES FEES-EAST WWM	060779	6,493.94

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00322	DEPT. OF ENVIR. QUALITY		continued			
		I-201207173925	02 -5973329	DEQ FEES YRLY PDES FEES-WEST WWM	060780	12,475.83
		I-201207173926	02 -5974329	DEQ FEES YRLY PDES FEES FOR WTP	060781	5,404.82
01-D00540	DOLESE BROTHERS					
		I-201207173931	02 -5975218	STREET REPAIR INV RM12044693	060783	559.00
		I-201207173931	02 -5975218	STREET REPAIR INV RM12043836	060783	240.00
		I-201207173931	02 -5975218	STREET REPAIR INV RM12044256	060783	559.00
01-F00030	FAO USACE, TULSA DISTRI					
		I-9906	02 -5974308	CONTRACTED SE WTR STORAGE YRLY FEE	060788	26,736.40
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201207113895	02 -5267314	GAS UTILITY GAS UTIL-UTM ON HEREFORD	060743	8.25
01-H00279	HUGHES NET					
		I-B1-252183128	02 -5974328	INTERNET SERV INTERNET MONTHLY FEE WTP	060794	93.50
01-I00120	TYLER TECHNOLOGIES					
		I-025-46457	02 -5216202	OPERATING SUP CHECK READER FOR UB&C	060801	4,328.00
		I-201207173932	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	060802	293.16
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-JUNE 2012	02 -5866307	CONTRACTED RE LABOR FOR RECYCLE CENTER	060808	1,890.00
01-M00304	MESHEK & ASSOC. INC					
		I-1134	02 -5871302	CONSULTANTS ENG SVS-SANDY CRK STUDY	060815	5,560.00
		I-1140	02 -5871302	CONSULTANTS ENG SVS-2012 CIP PROJECTS	060815	9,232.05
		I-1150	02 -5871302	CONSULTANTS DRAINAGE STUDY/DESIGN	060815	2,962.94
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-26972	02 -5267322	LIABILITY INS GEN LIABILITY INS-1ST PMT	060833	8,242.76
01-P00040	PACE ANALYTICAL SERVICE					
		I-1203729	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	060834	53.25
01-P00250	PETTY CASH					
		I-201207113901	02 -5972331	EMPLOYEE TRAV TRAVEL EXP-RWD UTIL EXPO	060749	31.09
		I-201207113901	02 -5216202	OPERATING SUP SAFETY SUPPLIES	060749	59.96
1-P00350	PB COUNTY TAG AGENCY					
		I-11-02876	02 -5974330	DUES & MAINTN TAG & TITLE FOR WTP TRUCK	060837	37.50
1-P00420	POSTMASTER					
		I-12-00227	02 -5216317	POSTAGE UTIL BILLING POSTAGE	060756	15,000.00
1-P00560	PUBLIC SERVICE/AEP					
		I-201207113890	02 -5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CTR	060750	58.45
		I-201207113890	02 -5267313	ELECTRIC UTIL ELECT UTIL-MPWA	060750	32,946.54

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00600	RURAL WATER DISTRICT #1					
		I-201207113900	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	060751	17.87
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-201207173929	02 -5974206	CHEMICALS INV 94827	060846	4,491.86
01-S00580	AT & T					
		I-201207113886	02 -5267315	TELEPHONE UTI MPWA-91842393004101	060752	2,498.27
		I-201207113888	02 -5267315	TELEPHONE UTI DATA LINE-91814751133780	060752	77.60
01-S00726	STAPLES ADVANTAGE					
		I-09941	02 -5216202	OPERATING SUP FAX MACH FOR UB&C OFFICE	060848	179.95
		I-38384	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	060848	73.68
01-U00020	US CELLULAR					
		I-201207113903	02 -5267315	TELEPHONE UTI CELL BILL-MPWA	060753	722.54
		I-201207113903	02 -5975328	INTERNET SERV UTM INTERNET SVS	060753	51.35
01-U00051	UTILITY SUPPLY CO.					
		I-060974	02 -5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060856	648.92
		I-060976	02 -5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060856	521.85
		I-201207173930	02 -5975211	WATER METERS INV 060975	060856	401.58
01-U00128	UNITED PACKAGING & SHIP					
		I-110574	02 -5973316	REPAIRS & MAI SHIPPING FEE FOR SAMPLES	060857	71.68
01-W470	WWATERTECH, INC.					
		I-21221-436	02 -5973203	REPAIRS & MAI FLOATING AERATOR -E WWM	060861	10,900.00
			FUND 02 MPWA	TOTAL:		323,715.55

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201207113890	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	060750	1,341.28
01-Q00017	QUALITY JANITORIAL SUPP					
		I-003409	03 -5876203	REPAIRS & MAI JANITORIAL SUPPLIES	060839	705.40
01-T00370	TIPPIT INSURANCE AGENCY					
		I-41940	03 -5876322	INSURANCE/BON LIAB INSURANCE-AIRPORT	060851	1,285.00
01-U00020	US CELLULAR					
		I-201207113903	03 -5876315	TELEPHONE UTI CELL BILL-AIRPORT	060753	27.57
			FUND 03 AIRPORT AUTHORITY	TOTAL:		3,359.25

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201207113890	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	060750	108.52
			FUND 05	PARKING AUTHORITY	TOTAL:	108.52

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00207	EMMA E. BELLIS					
		I-201207163917	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	060785	30.00
		I-201207163918	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	060785	22.20
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-26972	08 -5549322	LIABILITY INS GEN LIABILITY INS-1ST PMT	060833	1,813.40
01-R00304	RICHELLE CHEYENNE					
		I-201207163919	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	060840	105.00
		I-201207163920	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	060840	79.76
01-U00020	US CELLULAR					
		I-201207113903	08 -5549315	TELEPHONE UTI CELL BILL-NUTRITION	060753	82.71
			FUND 08 NUTRITION	TOTAL:		2,133.07

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00244	BIG MAC					
		I-SI-016406	09 -5864327	SUB TITLE D E LEACHWATER REMOVAL-LF	060766	210.00
		I-SI-016584	09 -5864327	SUB TITLE D E LEACHWATER REMOVAL-LF	060766	997.50
		I-SI-016622	09 -5864327	SUB TITLE D E LEACHWATER REMOVAL-LF	060766	997.50
		I-SI-016805	09 -5864327	SUB TITLE D E LEACHWATER REMOVAL-LF	060766	1,050.00
		I-SI-016920	09 -5864327	SUB TITLE D E LEACHWATER REMOVAL-LF	060766	997.50
			FUND 09	LANDFILL RES./SUB-TITLE DTOTAL:		4,252.50

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0145	MCALESTER PUBLIC SCHOOL					
		I-11-02575	27 -5655354	SUNBELT CLASS JR SUNBELT -DONATION	060821	15,000.00
01-000137	OKLA TOURISM/RECREATION					
		I-9687	27 -5655214	TOURISM EXPEN TOURISM BROCHURE FEES	060829	350.70
			FUND 27	TOURISM FUND	TOTAL:	15,350.70

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00203	EMPIRE PAPER CO.						
		C-812824 CR	28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	060784	15.44-
		I-813964	28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	060784	64.50
		I-814908	28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	060784	21.38
01-H00279	HUGHES NET						
		I-B1-251841650	28	-5654316	REPAIRS & MAI INTERNET MONTHLY SVS-EXPO	060794	143.50
01-100001	IAVM						
		I-131096-2012	28	-5654330	DUES & SUBSCR MEMBERSHIP DUES	060796	445.00
01-J00110	JACKIE BRANNON CORR. CT						
		I-CC20130004	28	-5654308	CONTRACT SERV INMATE FEES	060804	76.56
01-L00078	LAMBERT MECHANICAL INC						
		I-120436	28	-5654316	REPAIRS & MAI EMER A/C REPAIRS	060812	422.50
01-L00428	LOWE'S CREDIT SERVICES						
		I-09657	28	-5654203	REPAIR & MAIN POWER WASHER FOR CLEANING	060813	478.97
01-M00470	MILLER BROTHERS ENTERPR						
		I-38373-02	28	-5654401	CAPITAL OUTLA NEW CARPET RM 103	060817	6,677.50
01-000273	OKLA DEPT OF HEALTH						
		I-61-74575 - 2012	28	-5654210	CONCESSION SU FOOD SERVICE LICENSE	060831	100.00
01-000556	OMAG-OK MUNICIPAL ASSUR						
		I-26972	28	-5654322	LIABILITY INS GEN LIABILITY INS-1ST PMT	060833	1,813.40
1-P00560	PUBLIC SERVICE/AEP						
		I-201207113890	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV PARK	060750	36.04
		I-201207113890	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO	060750	4,618.49
1-S00360	SIMPLEXGRINNELL LP						
		I-75316944	28	-5654316	REPAIRS & MAI ALARM INSPECTION	060845	1,002.00
1-U00020	US CELLULAR						
		I-201207113903	28	-5654315	TELEPHONE UTI CELL BILL-EXPO	060753	110.28
1-W00270	WHITE ELECTRICAL SUPPLY						
		I-S1489603.001	28	-5654203	REPAIR & MAIN LIGHT BULBS	060860	107.33
		I-S1489603.002	28	-5654203	REPAIR & MAIN LIGHT BULBS	060860	35.78
					FUND 28 SE EXPO CENTER	TOTAL:	16,137.79

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00033	AT&T					
		I-201207113884	29 -5324401	CAPITAL OUTLA 911 EQUIP RENT-91814700086600	060736	2,403.33
		I-201207113885	29 -5324315	TELEPHONE UTI 911 WIRELESS-40510300487857	060737	228.36
01-A00581	AT&T					
		I-201207113889	29 -5324315	TELEPHONE UTI 911 HOST CIRCUIT-4100721865788	060740	781.25
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-26972	29 -5324322	LIABILITY INS GEN LIABILITY INS-1ST PMT	060833	1,813.40
01-S00580	AT & T					
		I-201207113887	29 -5324315	TELEPHONE UTI E911-91868300256872	060752	1,819.06
01-U00020	US CELLULAR					
		I-201207113903	29 -5324315	TELEPHONE UTI CELL BILL-911	060753	27.57
			FUND	29 E-911	TOTAL:	7,072.97

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00338	NORTHERN ESCROW, INC.					
		I-pmt #8	30 -5652401	CAPITAL OUTLA ELKS ROAD IMPROVEMENTS	060825	22,070.79
01-R00464	ROBISON INTERNATIONAL,					
		I-2012687	30 -5211361	LOBBYING SERV CONTRACT FOR LOBBYING SVS	060841	2,000.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	24,070.79

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	AUTO PARTS CO					
		I-908591	35 -5862205	PETROLEUM PRO 200 GAL OIL-FOR POL VEH.	060763	2,316.00
		I-908593	35 -5862203	REPAIRS & MAI FLUID FOR ST LOADER TIRES	060763	977.76
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-196578	35 -5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	060764	1,659.20
01-B00180	BEMAC SUPPLY					
		I-S1673634.001	35 -5862203	REPAIRS & MAI PART FOR DURA PATCH	060765	43.99
01-B00570	BUCK WILSON BODY SHOP I					
		I-6944	35 -5862203	REPAIRS & MAI REPAIRS TO UTM 7	060769	1,227.00
01-000075	O'REILLY AUTO PARTS					
		C-0230-431318 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	33.74-
		C-0230-431505 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	16.73-
		C-0230-432810 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	41.19-
		C-0230-435632 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	67.99-
		C-0230-437090 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	33.00-
		I-0230-431666	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	41.19
		I-0230-432482	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	89.99
		I-0230-432970	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	23.99
		I-0230-433417	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	15.98
		I-0230-434700	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	23.88
		I-0230-434715	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	12.36
		I-0230-434931	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	14.78
		I-0230-434938	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	3.58
		I-0230-435100	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060826	88.34
		I-0230-435321	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	13.19
		I-0230-435361	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	78.80
		I-0230-435565	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	72.14
		I-0230-435606	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	70.54
		I-0230-435631	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	67.99
		I-0230-435659	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	10.49
		I-0230-436592	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	49.97
		I-0230-436611	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	40.99
		I-0230-436708	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	9.73
		I-0230-436713	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	59.96
		I-0230-436850	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	28.76
		I-0230-436891	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	13.54
		I-0230-437019	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060827	184.17
		I-0230-437023	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	7.18
		I-0230-437041	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	40.40
		I-0230-437068	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	34.29
		I-0230-437207	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	41.99
		I-0230-437317	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	8.45
		I-0230-437383	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	97.84
		I-0230-437483	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	8.18
		I-0230-438070	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060828	29.82

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00020	US CELLULAR					
		I-201207113903	35 -5862315	TELEPHONE UTI CELL BILL-FLEET MAINT	060753	61.54
01-W00195	WELDON PARTS INC.					
		I-832157-00	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	060859	275.58
		I-840718-00	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	060859	26.46
		I-841028-00	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	060859	281.20
		I-841587-00	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	060859	14.90
		I-841618-00	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	060859	23.25
			FUND 35	FLEET MAINTENANCE	TOTAL:	7,996.74

PACKET: 08394 CLAIMS FOR 7/24/2012

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00435	JORDAN CARRIS AGENCY	I-4584	36 -5215309	INSURANCE EXCESS WORK COMP INS	060805	53,921.00
01-M00629	MUTUAL ASSURANCE ADMIN	I-8178	36 -5215315	THIRD PARTY A YEARLY FEE FOR WC MGMT	060819	941.68
			FUND 36	WORKER'S COMPENSATION TOTAL:		54,862.68
				REPORT GRAND TOTAL:		667,178.65

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2011-2012	01 -2100	CLEET PAYABLE (COURT)	5,288.76				
	01 -2101	AFIS PAYABLE - COURT	2,906.09				
	01 -2102	FORENSICS PAYABLE (COURT)	2,827.70				
	01 -2103	OBN PAYABLE (COURT)	35.76				
	01 -5101202	OPERATING SUPPLIES	58.84	10,418	369.56		
	01 -5101350	ELECTIONS	2,160.00	16,000	5,686.09		
	01 -5210302	CONSULTANTS/LABOR RELATION	1,170.30	114,679	1.17		
	01 -5210317	ADVERTISING & PRINTING	1,732.03	10,000	8,267.97		
	01 -5211330	DUES & SUBSCRIPTIONS	40.00	700	405.00		
	01 -5212202	OPERATING SUPPLIES	61.13	3,650	1,280.69		
	01 -5214302	CONSULTANTS	312.20	155,200	43,533.49		
	01 -5215313	ELECTRIC UTILITY	25,009.36	360,000	21,924.28		
	01 -5215314	GAS UTILITY	398.33	15,000	6,277.42		
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	208.80	7,500	337.66		
	01 -5321207	CLOTHING ALLOWANCE	140.97	31,500	1,765.65		
	01 -5321306	INFORMANTS	500.00	1,800	800.00		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	47.50	7,500	1,340.38		
	01 -5431202	OPERATING SUPPLIES	70.25	15,000	561.44		
	01 -5431203	REPAIRS & MAINT SUPPLIES	76.00	15,000	1,331.67		
	01 -5431207	CLOTHING ALLOWANCE	1,160.33	18,500	297.93		
	01 -5432202	OPERATING SUPPLIES	4,050.33	25,500	1,558.88		
	01 -5432308	CONTRACTED SERVICES	1,968.59	37,500	1,957.46		
	01 -5542316	REPAIRS & MAINTENANCE	178.82	22,990	247.29		
	01 -5544202	OPERATING SUPPLIES	7.06	17,574	1,697.24		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	4,200.00	50,000	649.62		
	01 -5548316	REPAIRS & MAINTENANCE	295.00	21,600	1,031.77		
	01 -5548317	ELEVATOR REPAIR/MAINTENANC	400.00	5,000	200.00		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	190.00	1,600	481.40		
	01 -5652336	FEES	92.00	2,500	1,541.36		
	01 -5653215	AWARDS PROGRAM	64.00	9,000	189.53		
	01 -5653317	ADVERTISING & PRINTING	122.40	1,400	199.10		
	01 -5653348	DRUG TESTING/PHYSICALS	259.00	15,800	1,920.95		
	01 -5865202	OPERATING SUPPLIES	396.22	4,000	368.59		
	01 -5865218	STREET REPAIRS & MAINTENAN	13,019.17	264,000	22,165.09		
	02 -5216202	OPERATING SUPPLIES	4,393.94	18,300	509.34		
	02 -5267313	ELECTRIC UTILITY	33,004.99	490,171	15,949.07		
	02 -5267314	GAS UTILITY	8.25	7,000	1,854.61		
	02 -5267316	WATER UTILITY	17.87	8,300	1,029.51		
	02 -5864308	CONTRACTED LANDFILL SERVIC	9,896.02	109,500	2,837.22		
	02 -5864329	DEQ FEES	46.30	8,500	7,116.14		
	02 -5866306	CONTRACTED REFUSE SERVICES	145,324.98	1,757,612	14,733.85		
	02 -5866307	CONTRACTED RECYCLE SERVICE	1,890.00	26,000	5,487.50		
	02 -5871302	CONSULTANTS	17,754.99	141,000	77,406.14		
	02 -5972331	EMPLOYEE TRAVEL & TRAINING	31.09	500	426.59		
	02 -5973203	REPAIRS & MAINT SUPPLIES	11,059.00	85,000	1,988.30		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	02 -5973302	CONSULTANTS (IND. PRETREAT	6,493.94	55,000	6,205.63		
	02 -5973316	REPAIRS & MAINTENANCE	496.50	33,754	5,897.82		
	02 -5973329	DEQ FEES	12,475.83	17,000	3,139.17		
	02 -5974206	CHEMICALS	4,491.86	392,128	22,386.34		
	02 -5974304	LAB TESTING	13,198.42	32,000	4,179.47-	Y	
	02 -5974329	DEQ FEES	5,404.82	7,000	645.18		
	02 -5974330	DUES & MAINTENANCE	37.50	900	862.50		
	02 -5975211	WATER METERS	401.58	46,000	4,135.61		
	02 -5975218	STREET REPAIRS & MAINTENAN	1,358.00	215,850	65,032.63		
	02 -5975230	SEWER MAIN REPAIR	90.28	36,750	430.21		
	02 -5975235	WATER MAIN REPAIR	1,170.77	84,750	2,333.88		
	03 -5876313	ELECTRIC UTILITY	1,341.28	11,770	4,011.16-	Y	
	05 -5218313	ELECTRIC UTILITY	108.52	1,400	23.46-	Y	
	09 -5864327	SUB TITLE D EXPENSE	4,252.50	87,700	49,417.18		
	27 -5655354	SUNBELT CLASSIC TOURNAMENT	15,000.00	15,000	0.00		
	28 -5654203	REPAIR & MAINT SUPPLIES	143.11	20,000	625.65		
	28 -5654313	ELECTRIC UTILITY	4,654.53	65,000	477.26-	Y	
	28 -5654316	REPAIRS & MAINTENANCE	1,424.50	22,000	2,345.67		
	28 -5654401	CAPITAL OUTLAY	6,677.50	65,000	358.60		
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	2,000.00		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	5,575.21	376,872	24,120.87		
	35 -5862205	PETROLEUM PRODUCTS	2,316.00	32,700	298.13		
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	699.84		
	** 2011-2012 YEAR TOTALS **		382,928.70				
2012-2013	01 -5101330	DUES & SUBSCRIPTIONS	1,084.19	21,135	20,050.81		
	01 -5101353	PITTSBURG EMERGENCY MGMT	50,000.00	50,000	0.00		
	01 -5212308	CONTRACTED SERVICES	390.00	2,300	1,910.00		
	01 -5213336	FEES	200.00	2,500	2,300.00		
	01 -5214302	CONSULTANTS	2,350.00	90,200	69,725.00		
	01 -5215315	TELEPHONE UTILITY	1,846.15	27,900	26,053.85		
	01 -5215322	LIABILITY INSURANCE/BONDS	35,608.74	145,000	105,643.26		
	01 -5225349	SOFTWARE MAINTENANCE	27,954.78	36,400	5,695.22		
	01 -5320202	OPERATING EXPENSE	61.22	4,300	4,238.78		
	01 -5320328	INTERNET SERVICE	116.75	1,500	1,383.25		
	01 -5321202	OPERATING SUPPLIES	136.83	12,700	11,341.53		
	01 -5321308	CONTRACTED SERVICES	469.26	15,000	10,730.30		
	01 -5324202	OPERATING SUPPLIES	120.97	1,500	1,379.03		
	01 -5431202	OPERATING SUPPLIES	77.44	11,700	10,022.56		
	01 -5431203	REPAIRS & MAINT SUPPLIES	23.13	13,000	11,676.87		
	01 -5431316	REPAIRS & MAINTENANCE	1,190.25	11,100	9,600.00		
	01 -5431328	INTERNET SERVICE	62.95	2,800	2,737.05		
	01 -5431330	DUES & SUBSCRIPTIONS	336.00	8,100	7,764.00		
	01 -5432202	OPERATING SUPPLIES	904.32	21,000	19,495.68		

** 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	-5432203	REPAIR & MAINT SUPPLIES	287.77	7,500	6,900.00		
01	-5432330	DUES & SUBSCRIPTIONS	350.00	1,500	1,150.00		
01	-5542203	REPAIRS & MAINT SUPPLIES	1,609.91	52,600	43,703.09		
01	-5542308	CONTRACTED SERVICES	1,376.00	15,500	13,974.00		
01	-5542316	REPAIRS & MAINTENANCE	1,583.20	15,800	14,216.80		
01	-5542328	INTERNET SERVICE	148.60	1,800	1,651.40		
01	-5543202	OPERATING SUPPLIES	1,586.33	11,500	9,313.67		
01	-5543203	REPAIRS & MAINT SUPPLIES	1,331.32	13,000	9,206.99		
01	-5544202	OPERATING SUPPLIES	318.00	12,400	10,843.50		
01	-5544308	CONTRACT LABOR	825.00	22,000	21,175.00		
01	-5548316	REPAIRS & MAINTENANCE	255.00	23,000	12,950.00		
01	-5548328	INTERNET SERVICE	75.65	1,000	924.35		
01	-5653213	SAFETY EXPENSE	1,283.00	27,800	23,981.55		
01	-5653215	AWARDS PROGRAM	3,000.00	12,000	9,000.00		
01	-5653348	DRUG TESTING/PHYSICALS	256.80	22,200	17,950.00		
01	-5865218	STREET REPAIRS & MAINTENAN	1,375.94	275,000	191,937.12		
01	-5865328	INTERNET SERVICE	75.65	1,510	1,434.35		
02	-5216202	OPERATING SUPPLIES	482.77	13,500	7,316.74		
02	-5216317	POSTAGE	15,000.00	45,000	30,000.00		
02	-5216336	FEES	293.16	4,500	4,206.84		
02	-5267315	TELEPHONE UTILITY	3,298.41	50,900	47,601.59		
02	-5267322	LIABILITY INSURANCE/BONDS	8,242.76	51,000	42,606.24		
02	-5972202	OPERATING SUPPLIES	73.68	1,750	1,150.00		
02	-5973203	REPAIRS & MAINT SUPPLIES	83.40	74,100	66,600.00		
02	-5973304	LAB TESTING	53.25	37,600	32,100.00		
02	-5973316	REPAIRS & MAINTENANCE	71.68	40,500	28,838.00		
02	-5973328	INTERNET SERVICE	62.95	750	687.05		
02	-5974203	REPAIRS & MAINT SUPPLIES	55.60	114,000	100,150.00		
02	-5974308	CONTRACTED SERVICES	26,736.40	75,000	48,263.60		
02	-5974328	INTERNET SERVICE	93.50	1,000	340.00		
02	-5975230	SEWER MAIN REPAIR	69.71	100,000	95,500.00		
02	-5975328	INTERNET SERVICE	51.35	1,500	1,448.65		
03	-5876203	REPAIRS & MAINT SUPPLIES	705.40	2,700	1,794.60		
03	-5876315	TELEPHONE UTILITY	27.57	300	272.43		
03	-5876322	INSURANCE/BONDS	1,285.00	15,217	13,924.00		
08	-5549308	CONTRACT SERVICES	236.96	15,500	15,263.04		
08	-5549315	TELEPHONE UTILITY	82.71	2,400	2,317.29		
08	-5549322	LIABILITY INSURANCE/BONDS	1,813.40	3,600	1,754.60		
27	-5655214	TOURISM EXPENSE	350.70	30,000	29,649.30		
28	-5654203	REPAIR & MAINT SUPPLIES	549.41	20,000	17,251.03		
28	-5654210	CONCESSION SUPPLIES	100.00	29,000	28,900.00		
28	-5654308	CONTRACT SERVICES	76.56	4,500	4,050.00		
28	-5654315	TELEPHONE UTILITY	110.28	3,000	2,889.72		
28	-5654316	REPAIRS & MAINTENANCE	143.50	22,000	21,500.00		
28	-5654322	LIABILITY INSURANCE/BONDS	1,813.40	30,168	28,324.60		

** 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 -5654330	DUES & SUBSCRIPTIONS	445.00	750	305.00		
	29 -5324315	TELEPHONE UTILITY	2,856.24	40,000	37,143.76		
	29 -5324322	LIABILITY INSURANCE/BONDS	1,813.40	3,000	1,173.60		
	29 -5324401	CAPITAL OUTLAY	2,403.33	30,714	28,310.67		
	30 -5652401	CAPITAL OUTLAY	22,070.79	30,714	19,417.34		Y
	35 -5862203	REPAIRS & MAINTENANCE SUPP	43.99	379,900	350,420.20		
	35 -5862315	TELEPHONE UTILITY	61.54	870	808.46		
	36 -5215309	INSURANCE	53,921.00	53,921	0.00		
	** 2012-2013 YEAR TOTALS **		284,249.95				

NO ERRORS

** END OF REPORT **

PACKET: 08394 CLAIMS FOR 7/24/2012
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	7/2012	208,118.09CR
02	7/2012	323,715.55CR
03	7/2012	3,359.25CR
05	7/2012	108.52CR
08	7/2012	2,133.07CR
09	7/2012	4,252.50CR
27	7/2012	15,350.70CR
28	7/2012	16,137.79CR
29	7/2012	7,072.97CR
30	7/2012	24,070.79CR
35	7/2012	7,996.74CR
36	7/2012	54,862.68CR
=====		
ALL		667,178.65CR



"Committed to Excellence"

July 10, 2012

Office of City Manager

JUL 11 2012

Received

City Manager
City of McAlester
P. O. Box 578
McAlester, OK 74652

Dear City Manager:

Please find enclosed a copy of the 2012-2013 Campus Police Agreement between McAlester Public Schools and the City of McAlester.

After this agreement has been executed by your office, please forward us a completed copy. Thank you for your attention to this matter.

Sincerely,

Pamela S. Zugelder
Secretary to the Superintendent

Enclosure

CAMPUS POLICE AGREEMENT
BETWEEN THE BOARD OF EDUCATION FOR THE
McALESTER SCHOOL DISTRICT AND THE CITY OF McALESTER

THIS AGREEMENT made and entered into on this 9th day of July, 2012, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

WHEREAS, District owns, leases and rents property within the city limits of City hereinafter referred to as "District's property"; and,

WHEREAS, District and City have duly established and authorized police departments for the purpose of providing police protection for property and persons within each of its own jurisdictional areas; and,

WHEREAS, 74 O.S. 1991 §360.15 et seq. authorizes an agreement between City and District for the purpose of delineating responsibilities between the two police departments, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise authority and jurisdiction within areas of municipal police jurisdiction.

NOW, THEREFORE, District and City agree as follows:

1. The McAlester Campus Police Department, hereinafter referred to as "Campus Police Department", and its duly commissioned and certified officers, while on duty, shall have the authority to enforce any criminal statutes and McAlester municipal ordinances in response to observed violations thereof on all streets, highways, roads, alleys, easements, and other public ways or public areas which are within the incorporated boundaries of the City of McAlester.
2. The McAlester Campus Police Department and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers within the police jurisdiction of McAlester in the following situations:
 - a. When necessary to complete any enforcement activities which began on District's property or property abutting thereto; and
 - b. When reasonably related to the activities of the Campus Police Officers on District's property or the investigation of incidents occurring on District's property.

3. The Chief of the McAlester Campus Police Department and the Chief of the McAlester Police Department shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.
4. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statutes in Peace Officers, except the service and execution of civil summons, and includes, but is not limited to, making of arrests, issuing of citations, the conduction of criminal investigations, and traffic accident investigations.
5. The jurisdiction of the Campus Police Department in the situations as set forth in paragraph one (1) and two (2) is concurrent with the jurisdiction of the McAlester Police Department. As used herein, concurrent jurisdiction denotes the authority shared by the two police departments at the same time, or the same subject matter, and within the same territory. Provided, the performance of duties within the area of concurrent police jurisdiction by Campus Police Department personnel shall be subject to review by the Chief of the McAlester Police Department and the right to continue such performance may be revoked by said Chief of Police with written notice thereof to the Chief of the Campus Police Department.
6. The Campus Police Department will have the primary responsibility of law enforcement, patrolling, crime investigation, and traffic control on District's property.
7. In all other areas within City's police jurisdiction, including the areas wherein the Campus Police Department and the McAlester Police Department have by this agreement concurrent jurisdiction, the Police Department of the City will have the primary responsibility for law enforcements, patrolling, criminal investigation, call response, traffic accident investigation, and traffic control.
8. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement, but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between each party and the other party's police department, their officers, employees, or agents, nor between each party's police department and the other party's police department, officer, employees, or agents.
9. The Campus Police Department shall follow the standard operating procedures of the McAlester Police Department and the McAlester Municipal Court in filing any municipal charges or issuing and filing any

traffic citation with the City. The Campus Police Department shall be responsible for the attendance of its officers at all Court hearings required for prosecution of offenses in which the Campus Police Department was involved. The Campus Police Department shall be responsible for any compensation or witness fees for its officers.

10. This Agreement is of indefinite duration and may be terminated immediately by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand and seals this 9th day of July, 2012.

INDEPENDENT SCHOOL DISTRICT NO. 80
OF PITTSBURG COUNTY, OKLAHOMA

Richard Orma
President

ATTEST:

Alanna Newman
Clerk

THE CITY OF MCALESTER, OKLAHOMA,
A municipal corporation

Mayor

ATTEST:

Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 24, 2012</u>	Item Number:	<u>1</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 17, 2012</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	7/17/2012
City Manager	P. Stasiak 	7/17/2012

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 24th day of July, 2012.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 24th day of July, 2012.

William J. Ervin, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2392 setting forth the Budget for Fiscal Year 2011-2012 beginning July 1, 2011 and ending June 30, 2012; 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 2011-2012 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 2011-2012 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 2011-2012 Budget.

SECTION 2: All portions of the existing FY 2011-2012 Budget, Ordinance No. 2392 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

City of McAlester
 Transfer of Appropriation - FY 2011-2012
 General Fund
 06/29/2012

Account Appropriated From

Fund Number	Account Number	Department	Description	Balance Before Adjustment	Amount of Adjustment (Decrease)	Balance After Adjustment
01	5215106	Interdepartmental	Worker's Compensation	103,193	(74,812)	28,381
						-
						-
						-
						-
						-
			Total		\$ (74,812)	

Account Appropriated To

Fund Number	Account Number	Department	Description	Balance Before Adjustment	Amount of Adjustment Increase	Balance After Adjustment
01	5321106	Patrol	Worker's Compensation	98,320	30,642	128,962
01	5322106	Animal Control	Worker's Compensation	2,524	4,865	7,389
01	5542106	Parks	Worker's Compensation	2,284	15,410	17,694
01	5548106	Facility Maintenance	Worker's Compensation	1,738	3,873	5,611
01	5865106	Streets	Worker's Compensation	3,136	19,181	22,317
01	5547106	Cemetery	Worker's Compensation	-	841	841
						-
						-
						-
			Total		\$ 74,812	

Reason for Transfer: Transfer funds for Worker's Compensation into departments.

Approval _____
 Department Head

Approval: *Pete Stasch* 7-6-12
 City Manager Date

Approval *Toni Erwi* Posted By _____ Date _____ BA# _____ Pkt.# _____
 Chief Financial Officer

*Council meeting
 7/24/2012
 TE*



McAlester City Council

AGENDA REPORT

Meeting Date: July 24, 2012 Item Number: 2
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: July 17, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	7/17/2012
City Manager	P. Stasiak 	7/17/2012

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2425 setting forth the Budget for Fiscal Year 2012-2013 beginning July 1, 2012 and ending June 30, 2013; 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 2012-2013 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 2012-2013 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-4, 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 2012-2013 Budget.

SECTION 2: All portions of the existing FY 2012-2013 Budget, Ordinance No. 2425 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 24th day of July, 2012.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 24th day of July, 2012.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: July 24, 2012
Department: City Manager
Prepared By: Peter J. Stasiak
Date Prepared: July 17, 2012

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

Subject

TABLED FROM PREVIOUS MEETING. Consider and act upon, the funding of McAlester Main Street Association in the amount of \$28,000 and for FY 2012-2013.

Recommendation

Motion to approve the funding of \$28,000 to McAlester Main Street Association for FY 2012-2013 and approval of FY 2012-2013 Budget.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <i>PJS</i>	07/17/12

CONTRACT

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

WITNESSETH:

WHEREAS, the City of McAlester having been selected as an Oklahoma Main Street Community and desiring to promote and assist McAlester Main Street Association, Inc. in attaining the goals and objectives of such program which are intended to accomplish the economic and commercial development and revitalization of the geographic commercial district, as designated in its plan, hereinafter referred to as the "District", resulting in increased retail sales tax revenues, among other benefits, and to better inform business owners, entrepreneurs, developers and government officials; and

WHEREAS, MMSA possesses the knowledge, skills and ability to assist the City in achieving these goals and objectives.

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

1. SCOPE OF SERVICES

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

2. PAYMENT FOR SERVICES

- A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a minimum amount of \$28,000.00 during the term of this Contract in monthly payments of \$2,333.33 assist MMSA in accomplishing its goals.
- B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2012, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2013, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to MMSA, it shall be addressed to MMSAS then known address.

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

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

4. ASSURANCES AND WARRANTIES

- A. MMSA warrants that all services performed hereunder will be performed in a manner

(2)

that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

- B. MMSA shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. MMSA shall solely control, direct and supervise all MMSA employees with respect to all obligations under this Contract. MMSA will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MMSA or any MMSA employee. All MMSA employees assigned to provide services under this Contract by MMSA shall, in all cases, be deemed employees of MMSA and not employees, agents or subcontractors of the City.

MMSA shall indemnify and hold the City harmless for all claims against the City by any MMSA employee, arising out of any contract for hire or employer-employee relationship between MMSA and any MMSA employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind. Further, MMSA indemnifies City against any claim or action arising from any negligent act committed by MMSA or its employees.

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

5. INDEMNIFICATION

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

6. GENERAL TERMS AND CONDITIONS

- A. Access and Records. MMSA will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural

(3)

number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if MMSA has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MMSA if the city suspends services under this Section.
- D. Compliance with Laws. MMSA shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, MMSA shall refrain from hiring any person who is presently employed by the City, or relatives of any person who are presently employed by the City. Further, MMSA shall notify the City Council if such persons shall serve in any position or office of MMSA
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonable accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be

deemed severed from this contract. All other terms, conditions, and provisions of this

contract shall remain in full force an effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSAs shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
 - a. "ASSURANCES AND WARRANTIES"
 - b. "INDEMNIFICATION";
 - i. "SEVERABILITY; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2012, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2012, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By Kathy Crowl
~~Cecilia McMahan~~ Secretary

ATTEST

Secretary

McAlester Main Street Association

		Revised Proposed Budget FY ending June 30, 2013		Proposed Budget For Year Ending June 30, 2013		Approved Budget For Year Ending June 30, 2012		Budget for 10 mos ending 4/30/12		Actual for 10 mos ending 4/30/12	
		\$ Value In		\$ Value In		\$ Value		\$ Value		\$ Value	
		Cash(\$)	Kind	Cash (\$)	Kind	Cash (\$)	In-Kind	Cash (\$)	In-Kind	Cash (\$)	In-Kind
Salary and Wages	Base Salary	25,000		28,000	n/a	28,000	n/a	23,692	n/a	22,184	
	Taxes	1,912		2,600	n/a	2,600	n/a	2,167	n/a	2,158	
	Insurance	0		6,000	n/a	6,000	n/a	5,077	n/a	5,000	
Office Expenses:	Rent		8,000		8,000		8,000		6,000		6,413
					included		included				
	Utilities		(w/rent)		w/Rent		w/Rent				
	Equipment	500		500		500		375			
	Office Supplies	600		600		500		375		422	
	Tel/internet/web host/cell	1,965		1,965		1,840		1,380		1,557	
	Insurance							-			
	Car Allowance	1800		1,800		1,800		1,350		1,350	
	Contingency	400		400		600		450			
	Accounting Services		6504		6,504		6,504		5,420		5,962
	Professional Development:	Conference/ Travel	3850		2,800		2,500		1,875	-	1,643
Training Materials		100		100		100		75	-	109	
Other Expenses:	Printing & Publications	200		200		700		525	-	509	
	Promotion & Advertising	200		200		750		563	-	1,178	
	Postage	300		300		300		225	-		
	Choctaw Parking Lot (Farmers Mkt)	500		500		500		500	-	500	
	Other Expenses*	400		400					-		
Committee Expenses:	Executive Committee	200		200		200		150	-		
	Fundraising/Membership	200		200		500		375	-		
	Promotion	3,000		3,000		1,000		750	-		
	Design	200		200		300		225	-		
	Economic Restructuring	835		835		300		225	-		
	Total Expenses:	42,162	14,504	50,800	14,504	48,990	14,504	36,743	10,878	36,611	12,375
Revenues*	City of McAlester	28,000		28,000		25,200		21,000		21,000	
	Membership	15,000		15,000		18,000		13,500		9,299	*
	Fund Raising	7,800		7,800		6,500		4,875		4,414	
	43,700	14,504	50,800	14,504	49,700	14,504	37,275		34,713		
Total Budget		65,304.00		65,304		64,204					
	% funded by City	42.88%		% funded by City	42.88		39.25				

*This figure was incorrect in previous worksheet

Corporate level sponsors include:	
First National Bank	McAlester Radio
The Bank NA	Arvest
Choctaw Nation	BancFirst

McALESTER
MAIN STREET
From Old Town to Downtown

Goals for 2012-2013 Fiscal Yr:

McAlester Main Street Partners with:

Oklahoma Main Street Association	Local Downtown and Old Town	US EPA
National Main Street Association	Wal-Mart	DEQ
National Preservation Society	PSO/AEP	McAlester Public Schools
McAlester Chamber of Commerce	Narconon	Arvest Bank
City of McAlester	Take McAlester Back	First National Bank
Mpower of McAlester	McAlester News Capital	Bank N.A.
Kiamichi Vo-Tech	McAlester Radio	Old Town Association

McAlester Main Street goals:

Help preserve and revitalize Historic Downtown and Old Town*:

partnership with businesses and volunteers in a minimum of two Downtown projects that either improve or enhance the Historic Downtown. These may include a paint or wash day for Main Street or adding aesthetic items to the Downtown environment such as plants or additional planters.

Help attract small businesses to our Historic Downtown and Old Town:

partnership with other organizations to advertise in a minimum of two events in order to promote and encourage businesses to come to the Downtown area. This may include attending State Fairs or Events to promote the city of McAlester.

Hold Main Street events to boost our city sales tax through outside visitors and customers:

involvement actively in a minimum of four Holiday events that promote Downtown and the city of McAlester. Two of the events may include the Christmas Parade, and the Armed Forces Day Parade. Main Street is currently in partnership with CultureFest.

Help advertise and promote our Main Street Districts:

continue to use multimedia tools to advertise and promote Main Street Districts using FB, radio or published articles to get information to the public.

Measurable goal will be to keep multimedia information current and updated articles present in Main Street office for review and placed in the Main Street monthly minutes.

The Goals for FY 2012-2013:

McAlester Main Street is committed to work through the present economic situation and loss of a highly qualified Director. The committee understands the gravity of the situation as the Downtown Community of residents, businesses, and property owners expect a partnership with their city council and government to show positive results toward a thriving area of the City. Downtown areas must be

vibrant and commercially viable in order to attract business and customers. The revenues generated through downtown merchants and activities highlighting the History and Culture of McAlester are a key component of attracting people to our great City. Many other cities have captured this vision and the partnership of business and government have made them thrive. We can see the difference in large cities and towns such as Oklahoma City and Tulsa and in smaller towns such as Eufaula. We can look at other examples, but we need to move forward with support from our City and Businesses.

Our immediate goal is to recruit and put in place a new Director before November 2012. The Main Street Committee is preparing and will implement active advertising in order to get the best candidate in place and working with the Committee before the First of October with a realistic goal of having a person in place in September.

Unfortunately this committee didn't meet it's financial budget for the past year. The expected partnerships from business and the city didn't meet our expectations for our budgetary goals. The Main Street Committee is committed to making the past Director whole on her monies due. Any assistance that is provided by the City of McAlester will be in the best interest of the community. The committee will be more attentive and active in the next year in order to meet or exceed the goals set before them.

Minimum of 6 Streetscape committee meetings with guidance to keep on track:

RFP's & RFQ's to be generated and sent to Prospective Architects and Engineers

Aggressively researching funding alternatives

CultureFest work with Art in Humanities, The Chamber, and Pride in McAlester with a goal of bringing 5,000 visitors to highlight our historic downtown

Meet Budget

Recruit more participants through varying levels of sponsorship. The current levels of sponsorship will be addressed at our next board meeting in order to include more representative participants from the entire community.

Recruit more support from outside the districts. The community has a vested interest in a thriving downtown. We need the entire community behind us in order to make Downtown successful.

Maintain current membership. The commitment from Downtown members must include active commitment from the city and the committee that a visible difference is happening. Fund Raisers. These should be used to provide a stable addition to the budget income not the entire funding of the organization.

Maintain compliance with state and city contracts

This is a requirement in order to participate in the Main Street Organization.

Complete goals not achieved in FY 12

To include filling vacancies on the current board through active recruiting from the Community of McAlester.

Participate in eligible quality award events

Events that highlight McAlester, such as the Oklahoma State Fair, Main Street Day at the Capitol, etc.

McAlester Main Street has a need for an adjusted budget request. We are asking the city to partner with us temporarily in order to make whole our budget shortfall in order to pay our past Director and to look at our proposed Budget for 2012-2013.

* Old Town is included in McAlester Main Street, any reference to Main Street activities or events may include Old Town.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 24, 2012</u>	Item Number:	<u>4</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u>02-5871302</u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u>\$50,000</u>
Date Prepared:	<u>July 16, 2012</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES).

Recommendation

Motion to approve an Agreement for Engineering Services with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2012-2013 for a fee not to exceed \$50,000.

Discussion

In July 2008, the City of McAlester City Council approved the selection of Meshek & Associates PLC as the City's engineering consultant for the Phase II Stormwater Management Program. The requirements of the first permit have been completed. The ODEQ is preparing the requirements for the next permit cycle of the NPDES Phase II Stormwater Management Program. This agreement will allow Meshek & Associates PLC to continue working with the City to be in compliance with NPDES Permit Phase II requirements.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JCM	07/16/12
City Manager	P. Stasiak		07/16/12

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012 between the City of McAlester, Oklahoma, a Municipal Corporation of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, PLC hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to comply with the previous requirements of the approved Phase II Stormwater Management Plan for the City, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, including the development of a new Permit Application, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through _____.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. PROJECT DESCRIPTION. The PROJECT is described in Attachment A, PROJECT DESCRIPTION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, BILLING RATE SHEET, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified

to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER's work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. If needed, Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.
- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER's forecast schedules shall be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY,

including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.

- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

- 10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.

- 10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

- 11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

12. INSURANCE.

- 12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:

- 12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- 12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

- 12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

- 12.1.4. Errors and Omissions Insurance to remain in effect during the PROJECT and the term of any legal liability. Errors and Omissions coverage to be for a minimum of \$1,000,000, deductibles subject to approval.

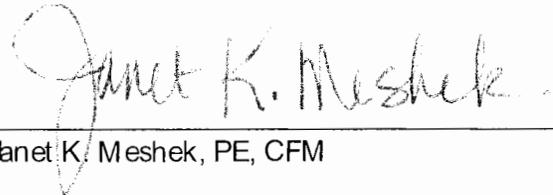
- 12.2. ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least 30 days written notice to the CITY.

local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E and F, and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general SCOPE OF SERVICES in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter shall be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of McAlester, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and/ or City of McAlester presentations.
22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Brandon Claborn as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of McAlester.

Meshek & Associates, PLC



Janet K. Meshek, PE, CFM

Date: 7/ 16/ 2012

APPROVED:

CITY OF M cALESTER, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

City Attorney

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Project Description
Attachment A**

SCOPE OF PROJECT. The PROJECT shall consist of assistance to the City of McAlester in meeting the requirements of the Phase II Stormwater Management Program set forth by the Oklahoma Department of Environment Quality and the US Environmental Protection Agency for the 2012-2013 fiscal year.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Scope of Services
Attachment B**

The services to be performed by the ENGINEER, Meshek & Associates, PLC, under this AGREEMENT will consist of assistance to the City of McAlester in meeting the requirements of the Phase II Stormwater Management Program for the 2012-2013 fiscal year. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. All work must be complete by June 30, 2013.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

B.1.1. Task 1 – Provide Assistance for Program Management, Implementation Strategies, Costs, and Recommendations for 2012-2013 Activities for Each Minimum Control Measure (MCM)

- a. **MCM-1: Public Education and Outreach on Storm Water Impacts**
- b. **MCM-2: Public Involvement**
- c. **MCM-3: Illicit Discharge Detection and Elimination**
- d. **MCM-4: Construction Site Storm Water Runoff Control**
- e. **MCM-5: Post Construction Storm Water Control**
- f. **MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations**

B.1.2. Task 2 –Annual Report

- a. **Prepare Report**
- b. **Submit to ODEQ**

B.1.3. Task 3 – Prepare Permit Application for 2010-2015 Stormwater Program

- a. **Coordinate with ODEQ as needed**
- b. **Identify New Requirements**
- c. **Develop MCM Activities for New Permit Requirements**
- d. **Submit Permit to ODEQ**

B.1.4. Task 4 – Assist CITY with other related tasks as requested.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Responsibilities of the City
Attachment C**

RESPONSIBILITIES OF THE CITY. The CITY agrees:

- C.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
 - C.1.2 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2 Access. To provide access to public and private property when required in performance of ENGINEER's services.
- C.3 Staff Assistance. Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1 Provide access to CITY property and staff as needed to implement the Phase II Stormwater Management Plan.
- C.4 Review. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Compensation
Attachment D**

COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according to the Rate Schedule provided in Attachment E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 Total Compensation.

D.1.1 For the work under this project, Attachment B, the total maximum billing including direct costs and subconsultant services is Fifty Thousand Dollars and No Cents (\$50,000.00), which the total amount shall not be exceeded without further written authorization by the CITY. The hourly rate schedule is included in Attachment E of this Agreement. Compensation will be paid for actual hours worked.

D.2 Subconsultants and Other Professional Associates. Services of subcontractors and other professionals shall be compensated for at actual cost if required.

D.3 Other Direct Costs.

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.51 per mile or current governmental rate.

D.3.2 Printing expenses shall be reimbursed as shown in Attachment E.

D.3.3 Any other direct costs shall be compensated for at actual cost.

D.4 Additional Services. Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in D.2 and D3.

- D.5 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
- D.5.1 For hourly services as presented in D.2.
- D.6 Conditions of Payment.
- D.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER's submittal of his progress payment invoices.
- D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3 If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT
FOR
ENGINEERING SERVICES
PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Billing Rate Sheet
Attachment E**

Hourly Rates For: Meshek & Associates, PLC:

E.1 Allowance for Office Work:

In general, the billing rates will be:

Stormwater Specialist	\$	150/ hour
Project Principal II	\$	165/ hour
Project Principal I	\$	160/ hour
Project Manager	\$	150/ hour
Senior Project Engineer	\$	135/ hour
Junior Project Engineer	\$	105/ hour
Engineer Intern III	\$	90/ hour
Engineer Intern II	\$	85/ hour
Engineer Intern I	\$	80/ hour
Engineering Technician III	\$	85/ hour
Engineering Technician II	\$	80/ hour
Engineering Technician I	\$	75/ hour
Engineering Designer	\$	90/ hour
CAD Technician III	\$	80/ hour
CAD Technician II	\$	70/ hour
CAD Technician I	\$	60/ hour
Construction Manager	\$	80/ hour
Construction Inspector	\$	60/ hour
Planning and ROW Specialist	\$	105/ hour
Survey Crew Chief	\$	90/ hour
Survey Crew	\$	45/ hour
GIS Project Manager	\$	125/ hour
GIS Specialist III	\$	115/ hour
GIS Specialist II	\$	90/ hour
GIS Specialist I	\$	85/ hour
GIS Analyst	\$	55/ hour
Clerical II	\$	60/ hour
Clerical I	\$	50/ hour

E.2 Travel Expense:

Allowance for Travel:

Total mileage traveled for field and office visits
@ Current IRS rate.

E.3 Reproduction costs:

E.3.1 In-house reproduction:

8-1/2"x11" black/ white	\$ 0.08/ each
8-1/2"x11" color	\$ 0.15/ each
11"x17" black/white	\$ 0.20/ each
11"x17" color	\$ 0.35/ each
22" x 34" black/white	\$ 3.00/ each
22" x 34" color	\$ 10.00/ each
Black and White Plots	\$ 18.00/ each
Color Plot	\$ 28.00/ each

E.3.2 Outside reproduction - At Cost

E.4 Miscellaneous expenses and fees: At Cost

PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE
Attachment F - Schedule

		Start	End
B.1.1.	Task 1 - Provide Assistance for Program Management, Implementation Strategies, Costs, and Recommendations for 2012-2013 Activities for Each Minimum Control Measure (MCM) a. MCM-1: Public Education and Outreach on Storm Water Impacts b. MCM-2: Public Involvement c. MCM-3: Illicit Discharge Detection and Elimination d. MCM-4: Construction Site Storm Water Runoff Control e. MCM-5: Post Construction Storm Water Control f. MCM-6: Pollution Prevention/ Good Housekeeping for Municipal Operations	August-12	June-13
B.1.2.	Task 2 -Annual Report a. Prepare Report b. Submit to ODEQ	January-13	March-13
B.1.3.	Task 3 - Prepare Permit Application for 2010-2015 Stormwater Program a. Coordinate with ODEQ as needed b. Identify New Requirements c. Develop MCM Activities for New Permit Requirements d. Submit Permit to ODEQ	July-12 (or when issued by ODEQ)	June-13
B.1.4.	Task 4 - Assist CITY with other related tasks	July-12	June-13

ROLL-OFF DUMPSTER REPORT

ALDERSON LANDFILL		FUEL	PERSONNEL COST				MAINT.	OFFICE	TOTAL
		02-5866212	02-5866101		02-5866207	02-5866103	02-5866339	(Est.	EXPENSES
02-5864308		FUEL	WAGES	BENEFITS	CL. ALLOW.	O.T.	Vehicle/equip	billing)	
JULY	\$ 5,658	\$ -	\$ 3,469	\$ 1,150	-	-	\$ 2,493	\$ 423	\$ 13,193
AUG.	8,163	1,633	2,266	1,487	-	64	2,693	423	16,729
SEPT.	10,118	2,264	2,379	1,220	100	150	865	423	17,518
OCT.	12,969	1,780	2,287	1,229	150	279	1,080	423	20,197
NOV.	4,755	2,060	2,608	1,281	-	152	1,526	423	12,805
DEC.	7,955	1,961	2,483	1,316	-	418	3,139	423	17,695
JAN.	9,897	1,938	2,322	1,531	-	209	1,083	423	17,402
FEB.	4,141	1,772	2,322	1,205	-	154	2,165	423	12,182
MAR.	6,987	1,533	2,322	1,030	-	220	3,133	423	15,648
APRIL	11,308	1,929	2,322	1,337	-	231	1,507	423	19,057
MAY	5,455	2,224	2,322	1,317	-	572	-	423	12,313
JUNE	19,256	1,702	3,483	1,785	-	308	4,964	423	31,922
\$ 106,663		\$ 20,795	\$ 30,586	\$ 15,889	\$ 250	\$ 2,757	\$ 24,647	\$ 5,072	\$ 206,660

REVENUE COLLECTED		REVENUE BILLED		DIFF
02-1503	# invoiced	02-1503		
JULY	7,872	13	9,722	1,851
AUG.	9,440	17	8,209	(1,232)
SEPT.	6,178	18	10,116	3,938
OCT.	6,278	16	8,038	1,760
NOV.	5,378	17	7,433	2,055
DEC.	8,276	19	11,015	2,739
JAN.	7,401	13	5,280	(2,121)
FEB.	5,590	17	8,073	2,483
MAR.	8,578	14	6,289	(2,289)
APRIL	8,907	20	10,055	1,148
MAY	7,545	26	8,910	1,365
JUNE	7,933	23	9,775	1,841
TOTAL REVENUE	89,377	213	102,916	13,539

TOTAL COLLECTED REVENUES LESS TOTAL EXPENSES	
JULY	(5,321)
AUG.	(7,288)
SEPT.	(11,340)
OCT.	(13,918)
NOV.	(7,427)
DEC.	(9,419)
JAN.	(10,001)
FEB.	(6,592)
MAR.	(7,070)
APRIL	(10,149)
MAY	(4,767)
JUNE	(23,989)
	(117,282)

BOTTOM LINE:

Last 12 Months Estimated Loss

(117,282)

of citizens using service

213

McAlester Industrial Hauling Revenue Share Combinations

Purpose: To explore options in privatizing the Industrial Collection/Hauling operations and create a possible revenue stream for the city which reduces or eliminates risks, liabilities, capital expenditures, labor costs, retirement and medical fees and workers compensation claims.

1. Do nothing and remain status quo. This is the most costly option for the city. It will not reduce or eliminate any the advantages contained in the Purpose statement. The city will have to raise rates considerably for it to become a profitable business entity and create a vibrant revenue stream to cover city expenses and create a benefit for the city.
2. Privatize/Franchise all the permanent roll off/compactor work within the city limits. The city may choose to bill above the current rates as stated in the RSG agreement or have the contractor bill for services and RSG would pay a franchise fee back to the city. This can be completed by invoice credit or check to the city. All temporary roll off work would remain open market. The disadvantage of this choice is that the city would reap no franchise benefit on the temporary roll off work and have numerous companies' trucks on the city roads and no recouping of funds for wear and tear to city streets.
3. Privatize/Franchise all temporary and permanent roll off/compactor work within the city limits. RSG would pay a Franchise fee back to the city. This can be completed by invoice credit or check to the city. The advantage of this option is that the city financially benefits from all roll off work performed in the city. The fees can be utilized for numerous projects within the city or go to a road repair projects. The city can also account for waste vehicles traveling on city roads which lead to reduced road wear and tear. This option gets the city totally out of the hauling of waste thus accomplishing all the benefits within the Purpose statement above.
4. Total open market on all permanent and temporary roll off/compactor services within the city. The city is out of the hauling business however there is no financial benefit for the city or accountability for waste vehicle traffic on city roads.
5. Total open market on all permanent and temporary roll off/compactor services within the city. The city would have each hauler register to do business within the city and pay a permit fee. This option is limited to the number of haulers in the area and permit fees would have to be high enough to cover the costs and policing of the program.

Summary- Republic Services is a well established partner in providing waste services to the city. We are happy to amend our current agreement to include Options 2 or 3 above. Each of these Options includes a financial benefit for the city and creates a high degree of accountability for services and work performed within the city. We feel that Option number 3 would create the most financial benefit for the city due to Franchise fees paid to the city for all roll off work performed within the city. The ultimate choice is at to the discretion of the distinguished council. We are here to provide essential waste services that are vital to the citizens and businesses of the city and collaborate with city leaders on innovative ideas as to how they will benefit the city in the years to come.

Best regards,

Russell Haywood
Municipal Manager
Republic Services/Allied Waste
918-704-6266

Council Chambers
Municipal Building
July 10, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, July 10, 2012, at 6:00 P.M. after proper notice and agenda was posted July 9, 2012.

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

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

- Approval of the Minutes from the June 26, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 3, 2012. *(Toni Ervin, Chief Financial Officer)* In the amount of \$8,421.00.
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

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

AYE: Trustees Karr, Garvin, Mason, Titsworth, Read, & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

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

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

AYE: Trustees Karr, Garvin, Mason, Titsworth, Read, & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 10, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, July 10, 2012, at 6:00 P.M. after proper notice and agenda was posted July 9, 2012.

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

A motion was made by Mr. Mason and seconded by Mr. Garvin to approve the following:

- Approval of the Minutes from the June 26, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 3, 2012. *(Toni Ervin, Chief Financial Officer)* In the amount of \$108,390.93.
- Confirm action taken on City Council Agenda Item C, Ratify and approve a Lease Purchase between First National Bank & Trust Company and the City of McAlester, Oklahoma, for:
2) Lease of 2011 Freightliner M2106 33000#GVW Truck Chassis VIN: 1FVACYBS1BDAY3398. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, a Pledge and Guarantee document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineer and PW Director)*
- Confirm action taken on City Council Agenda Item 9, amending Solid Waste ordinance, Sec. 106-327 to reflect a 2.5% increase from Allied in the commercial rates listed for FY 2012-2013. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, approving a sewer main extension to serve the South Side of US 69 Bypass. *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Titsworth, Read, Karr, Garvin, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Titsworth, Read, Karr, Garvin, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 26, 2012

The McAlester Retirement Trust Authority met in Regular session on Tuesday, June 26, 2012 at 6:00 P.M. after proper notice and agenda was posted June 25, 2012.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, Sam Mason & Steve Harrison
Absent: None
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Garvin and seconded by Mr. Mason to approve the following:

- Approval of the Minutes from the May 22, 2012, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of June 2012. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$61,950.40.

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

AYE: Trustees Read, Karr, Garvin, Mason, Smith & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Read, Karr, Garvin, Mason, Smith & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary