McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Thursday, November 6, 2014 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

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 October 14, 2014, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of Claims for October 21, 2014 through October 31, 2014. *(Toni Ervin, Chief Financial Officer)*

C. Consider and act upon, the McAlester Main Street 1st Quarter Performance Report. *(Lacey Sudderth, Executive Director)*

ITEMS REMOVED FROM CONSENT AGENDA

P UBLIC 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. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

- **AN ORDINANCE TO AMEND SECTIONS 54-45 AND 54-48. TO ARTICLE III, CHAPTER 54, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING POSSESSION OF TOBACCO PRODUCT; AND PROHIBITING TOBACCO USE ON CITY-OWNED PREMISES OR OPERATED ~~AND~~ PROPERTIES; ADDING SUBSECTION E AND CREATING SECTION 54-52; DEFINITIONS.**

SCHEDULED BUSINESS

1. Presentation of Financial Reporting Under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2014. *(Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, MHBT Inc.)*

Executive Summary
Motion to accept and place on file the Actuarial Report for period ending June 30, 2014.

2. Consider and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement 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 authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2014-2015 for a fee not to exceed $30,000.

4. Consider and act upon, an Ordinance to amend Sections 54-45 and 54-48 to Article III, Chapter 54, of the Code of the City of McAlester, Oklahoma, prohibiting possession and use of any tobacco product on City-owned premises or operated properties; adding subsection E and creating Section 54-52; Definitions. *(Cora Middleton, City Clerk)*

Executive Summary
Motion to approve Ordinance amending Sections 54-45 and 54-48 to Article III, Chapter 54, of the Code of the City of McAlester, Oklahoma, prohibiting possession and use of any tobacco product on City-owned premises or operated properties; adding subsection E and creating Section 54-52; Definitions.

5. Consider and act upon, authorizing the Mayor to sign a lease agreement with Resonance Broadband to install wireless infrastructure on all city owned water towers. *(James Stanford, IT Computer Support Specialist)*

Executive Summary
Motion to approve authorizing the Mayor to sign lease agreement with Resonance Broadband.

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 October 28, 2014, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending October 31, 2014. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 1, the Presentation of Financial Reporting Under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2014. *(Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, MHBT Inc.)*

- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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, authorizing the Mayor to sign a Professional Services Agreement 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)*

- Confirm action taken on City Council Agenda Item 4, an Ordinance to amend Sections 54-45 and 54-48 to Article III, Chapter 54, of the Code of the City of McAlester, Oklahoma, prohibiting possession and use of any tobacco product on City-owned premises or operated properties; adding subsection E and creating Section 54-52; Definitions. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a lease agreement with Resonance Broadband to install wireless infrastructure on all city owned water towers. *(James Stanford, IT Computer Support Specialist)*

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CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 28, 2014, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending October 31, 2014. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 1, the Presentation of Financial Reporting Under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2014. *(Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, MHBT Inc.)*

- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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, authorizing the Mayor to sign a Professional Services Agreement 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)*

- Confirm action taken on City Council Agenda Item 4, an Ordinance to amend Sections 54-45 and 54-48 to Article III, Chapter 54, of the Code of the City of McAlester, Oklahoma, prohibiting possession and use of any tobacco product on City-owned premises or operated properties; adding subsection E and creating Section 54-52; Definitions. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a lease agreement with Resonance Broadband to install wireless infrastructure on all city owned water towers. *(James Stanford, IT Computer Support Specialist)*

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RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

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

_____

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
October 14, 2014

The McAlester City Council met in Regular session on Tuesday, October 14, 2014, at 6:00 P.M. after proper notice and agenda was posted, October 13, 2014 at 9:55 A.M.

Call to Order

Vice-Mayor Read called the meeting to order.

City Attorney, William J. Ervin, Jr., gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Toni Ervin, Chief Financial Officer; Darrell Miller, Deputy Police Chief; Brett Brewer, Fire Chief; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Councilman Garvin introduced Kathy Hunt, Principal at Edmond Doyle Elementary School. He commented on an award the School had received for excellence.

Consent Agenda

A. Approval of the Minutes from the September 9, 2014 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of Claims for September 17, 2014 through October 7, 2014. *(Toni Ervin, CFO)* In the following amounts: General Fund - $94,671.84; Nutrition - $928.05; Landfill Res./Sub-Title D - $9,858.00; Tourism Fund - $11,617.22; SE Expo Center - $25,082.78; E-911 - $4,835.36; Economic Development - $10,944.08; Grants & Contributions - $2,179.50; Fleet Maintenance - $35,050.08; CIP Fund - $15,268.84 and Technology Fund - $29,399.56.

C. Concur with Mayor's Reappointment of John Goodyear, 38 Jamestown Circle to the Community Tree Board for a term to expire September, 2016. *(Steve Harrison, Mayor)*

D. Concur with Mayor's Reappointment of Doris Hackler, 801 S. 18th Street to the Community Tree Board for a term to expire September, 2016. *(Steve Harrison, Mayor)*

E. Concur with Mayor's Reappointment of Karen Harrison, 1414 Timber Lane to the Community Tree Board for a term to expire September, 2016. *(Steve Harrison, Mayor)*

F. Discussion and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services in relation to the approval of the cost of training. Approximate cost of $675.00. *(Brett Brewer, Fire Chief)*

G. Consider and act upon, authorization of payment to McAlester News Capital & Democrat, Ad Number 05615916, in the amount of $158.88 for publication of Advertisement for Bids related to CIP#3 and funded through the McAlester Public Works Authority Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

H. Consider and act upon, authorization of payment to Lot Maintenance of Oklahoma, Inc., Invoice 033177, in the amount of $750.00 for video of sewer mains in Second Street at Kiowa related to CIP#3 and funded through the McAlester Public Works Authority Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

I. Consider and act upon, authorization of payment to Mehlburger Brawley, Invoice MC-14-01-06, in the amount of $11,060.00 for engineering services related to CIP#3 and funded through the McAlester Public Works Authority Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

J. Consider and act upon, authorizing the Mayor to sign a Renewal Master Services Agreement with Southwestern Bell Telephone d/b/a AT&T Oklahoma for E-911 System. *(Shawn Smith, E911 Manager)*

Vice-Mayor Read requested that Item "B" be pulled for individual consideration.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve the Consent Agenda Items "A, C, D, E, F, G, H, I and J". There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed From Consent Agenda

B. Approval of Claims for September 17, 2014 through October 7, 2014. *(Toni Ervin, CFO)* In the following amounts: General Fund - $94,671.84; Nutrition - $928.05; Landfill Res./Sub-Title D - $9,858.00; Tourism Fund - $11,617.22; SE Expo Center - $25,082.78; E-911 - $4,835.36; Economic Development - $10,944.08; Grants & Contributions - $2,179.50; Fleet Maintenance - $35,050.08; CIP Fund - $15,268.84 and Technology Fund - $29,399.56.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve Claims for September 17, 2014 through October 7, 2014. *(Toni Ervin, CFO)* In the following amounts: General Fund - $94,671.84; Nutrition - $928.05; Landfill Res./Sub-Title D - $9,858.00; Tourism Fund - $11,617.22; SE Expo Center - $25,082.78; E-911 - $4,835.36; Economic Development - $10,944.08; Grants & Contributions - $2,179.50; Fleet Maintenance - $35,050.08; CIP Fund - $15,268.84 and Technology Fund - $29,399.56.

Before the vote, Vice-Mayor Read inquired about a payment to McAlester Main Street in the amount $8,000.00.

There was discussion among the Council, Manager Stasiak and Attorney Ervin regarding the payment, a contract for those services not being in place, no detail on the invoice, disbursing the funds before the expenditure was approved, the City Manager's level of authorization that was in the Code, all of the claims placed on the Agenda for approval and ratification so the Council was completely informed, this practice was completely lawful and getting a detailed report on how the funds were spent,

Vice-Mayor Read moved to vote on payment to "Main Street for the Old Town Wild West Festival" separately. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

Scheduled Business

1. Consider and act upon, a request by McAlester Public Schools to partner with them for the rental fee in the amount of $1,500.00 for the use of the Expo Center on January 27 &

28th, 2015 for a Technology Expo. The MPS Technology Expo will provide hands-on learning experiences and exposure to the classroom integration of technology within the McAlester Public Schools. The event will bring together members of business, industry, public and higher education to showcase the integration and use of technology in our classrooms, but also to highlight the need for technological literacy and a high tech skill set within the McAlester business community. *(Mel Priddy, Community Services Director, Jerry Wilson, Expo Center Manager)*

Executive Summary
Consider approving this partnership request in the amount of $1,500.00.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve a request by McAlester Public Schools to partner with them for the rental fee in the amount of $1,500.00 for the use of the Expo Center on January 27 & 28th, 2015 for a Technology Expo.

Before the vote, Jerry Wilson addressed the Council introducing Stephanie Holt, Director of Secondary Curriculum for McAlester School System.

Ms. Holt addressed the Council explaining the intent of this event and the possible positive impact it could have on the students. She added that it was hoped that this would become an annual event.

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

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

Vice-Mayor Read declared the motion carried.

2. Consider and act upon, a resolution amending the City's Police Pay Scale, Fire Pay Scale, and Non-Uniform Pay Scale to reflect a 2% increase. *(Toni Ervin, CFO)*

Executive Summary
Staff recommends motion to approve resolution amending the City's Police Pay Scale, Fire Pay Scale, and Non-Uniform Pay Scale to reflect a 2% increase.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve RESOLUTION NO. 14-26, amending the City's Police Pay Scale, Fire Pay Scale, and Non-Uniform Pay Scale to reflect a 2% increase.

Before the vote, CFO Ervin addressed the Council explaining that the 2% COLA had been budgeted and would become effective the pay period beginning October 13th.

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

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

Mayor Harrison declared the motion carried.

3. Consider and act upon, acceptance of the Cops Hiring Program (CHP) Grant. *(Darrell Miller, Captain)*

Executive Summary
Motion to approve the Cops Hiring Program (CHP) Grant.

A motion was made by Councilman Garvin and seconded by Councilman Karr to accept the Cops Hiring Program (CHP) Grant.

Before the vote, Deputy Chief Miller addressed the Council explaining that the City had applied and was approved for the Cops Hiring Program Grant. He stated that this grant would provide for up to seventy-five (75) percent of the approved entry level salary and fringe benefits of three (3) full-time officers for a thirty-six (36) month grant period with a minimum twenty-five (25) percent local cash match requirement. He added that the police department would implement a drug interdiction team for combating illegal drug trafficking and a traffic unit for increased safety for the citizens of McAlester.

There was discussion among the Council including Manager Stasiak and Deputy Chief Miller concerning the officers becoming full-time fill in for when other officers were absent, if there was a mechanism to cancel the grant midstream, using experienced officers for the drug interdiction team, if the extra manpower would help with problems in the City and from where the new officers vehicles would come.

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

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

Mayor Harrison declared the motion carried.

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

Executive Summary
Motion to approve the purchase of a washer and dryer for laundering of Firefighting Bunker Gear; approximate cost $15,000.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Vice-Mayor Read moved to approve the purchase of a washer and dryer for laundering of Firefighting Bunker Gear; approximate cost $15,000.00, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. The motion was seconded by Councilman Smith.

Before the vote, Chief Brewer addressed the Council explaining that they had previously approved the purchase of new Bunker gear. He stated that a regular washer and dryer would not hold up to cleaning this gear and the gear should never be washed in the same machine that was

used for home laundry. He added that the washer and dryer would be used solely to clean the bunker gear.

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

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

Mayor Harrison declared the motion carried.

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

Executive Summary
Motion to approve the purchase of Firefighting gear, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. Cost not to exceed $6,500.00.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve the purchase of Firefighting gear, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. Cost not to exceed $6,500.00.

Before the vote, Chief Brewer addressed the Council explaining that with the retirement of several Firefighters over the last year, the promotion of numerous personnel and the hiring of four (4) new employees it was necessary to purchase new gear, boots and helmets. He added that this would provide the proper protective gear to everyon

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

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

Mayor Harrison declared the motion carried.

6. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and T. McDonald Construction, Inc. for the construction of road and infrastructure improvements related to CIP#3 which includes a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
The recommendation is to enter into an agreement with T. McDonald Construction, Inc. for a Total Bid equal to $2,730,987.50 for the construction of road and infrastructure improvements related to CIP#3 which includes a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to authorize the Mayor to sign a contract between the City of McAlester and T. McDonald Construction, Inc. for the construction of road and infrastructure improvements related to CIP#3 which includes a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal.

Before the vote, Director Modzelewski addressed the Council reviewing the process that had been followed to obtain bids for the contractor for CIP #3. He added that the City's consulting engineer had reviewed the Bid documents and references and they recommended awarding the contract to T. McDonald Construction.

After a brief discussion among the Council, Director Modzelewski and Dale Burke, P.E., Mehlburger Brawley concerning the time frame for the project, if the contractor had ever done work the City previously and the company's references the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

7. Consider and act upon, a Professional Services Agreement with Infrastructure Solutions Group, LLC dba Mehlburger Brawley to provide Construction Management Services during the construction of road and infrastructure improvements along a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary
Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC dba Mehlburger Brawley to provide Construction Management Services during the construction of road and infrastructure improvements along a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal. The total fee to perform these services is a lump sum amount of $143,500.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to authorize the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC dba Mehlburger Brawley to provide Construction Management Services during the construction of road and infrastructure improvements along a segment of Second Street between Modoc Avenue and Comanche Avenue, and from Comanche Avenue north to the canal.

Before the vote, Director Modzelewski addressed the Council explaining the services that Mehlburger Brawley would provide for CIP #3 project. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

8. Discussion, update and possible action, on CIP#4, including design of road and infrastructure improvements for a segment of South Avenue from a point, two hundred feet west of Strong Boulevard, to a point one hundred eighty feet east of Franklin Street, and a segment of Sixth Street from Chadick Park to Chickasaw Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

The recommendation is to include a driveway, approximately five hundred twenty linear feet long, south of Will Rogers School between Thirteenth Street and the school parking lot. This will include any drainage structures required for the project. The proposed driveway will minimize conflicts with school related traffic during construction.

A motion was made by Councilman Karr and seconded by Councilman Smith to accept the recommendation amending CIP#4 to include a driveway, approximately five hundred twenty linear feet long, south of Will Rogers School between Thirteenth Street and the school parking lot. This will include any drainage structures required for the project.

Before the vote, Director Modzelewski addressed the Council explaining that the time frame for this project had been shortened due to the Summer school vacation being shortened. He commented that by adding the driveway behind Will Rogers School would help minimize conflicts with school related traffic during construction.

After discussion among the Council, Director Modzelewski and Attorney Ervin concerning the cost of the change, the easement from the school, if this change and expenditure were for a public use, having stronger penalties when contractors are late and how long the project would take, the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

9. Consider and act upon, rescheduling the November 11, 2014 Regularly scheduled Council Meeting. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve the rescheduling of the November 11, 2014 Regularly scheduled Council Meeting and assign a subsequent date.

Manager Stasiak informed the Council that the first meeting in November fell on Veteran's Day which was a City Holiday.

There was discussion among the Council regarding when the meeting should be held. Mayor Harrison moved to reschedule the November 11, 2014 Regular Council meeting to November 6, 2014. The motion was seconded by Councilman Karr. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that the "Notice of Default" had been sent to Austin Paving and the Surety Company on Thursday, November 9, 2014. He informed the Council that for the seventh (7th) month the City had experienced a steady increase in sales tax and that it was 4.4% over last years receipts.

Remarks and Inquiries by City Council

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

Councilmen Smith thanked Pride In McAlester for the Fall Cleanup.

Councilman Titsworth commented on the meeting that had been held regarding loft apartments Down Town. He added that hopefully McAlester would have them in the future.

Councilman Garvin commented on the Service Plaza that was currently under construction on the Turnpike and stated that should be a tremendous boost to the City of McAlester's sales tax.

Mayor's Comments and Committee Appointments

Mayor Harrison thanked Vice-Mayor Read for chairing two (2) meetings. He announced that there were vacancies on the Audit and Finance Advisory Board and the Planning Commission and asked for volunteers.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Read.

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:13 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:14 P.M.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307(B)(4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: workers compensation claim settlement of Denis Vogel

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

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

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 7:15 P.M.

Executive Session

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

- 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: Denis Vogel Settlement

Reconvene into Open Session

Take any action as a result from Executive Session.

The Regular Meeting was reconvened at 7:32 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307(B)(4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: workers compensation claim settlement of Denis Vogel. Only that matter was discussed, no vote was taken, and the Council returned to open session at 7:32 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

There being no further business to come before the Council, Councilman Smith moved for the meeting to be adjourned. The motion was seconded by Vice-Mayor Read.

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

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

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

October 21, 2014
Thru
October 31, 2014

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1 MISC VENDOR					
TONI ERVIN	I-201410296762	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-CLERKS & TREAS CONF	071471	194.13
JAYME CLIFTON	I-201410296763	01 -5652331	EMPLOYEE TRAV TRAVEL EXP- CODE COURSE	071472	230.05
01-A00018 AARON JENNINGS dba E178					
	I-14-00902	01 -5542203	REPAIRS & MAI INSTALL SKATE RAMPS @ PK	071473	250.00
	I-14-00979	01 -5542308	CONTRACTED SE SKATEFEST PRIZE EXPENSE	071473	900.00
01-A00026 AT & T LONG DISTANCE					
	I-201410286753	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	071463	59.36
01-A00267 AIRGAS, INC					
	I-9032716891	01 -5432202	OPERATING SUP EMS OXYGEN & SUPPLIES	071474	33.62
	I-9032764040	01 -5432202	OPERATING SUP EMS OXYGEN & SUPPLIES	071474	241.11
01-A00362 VYVE BROADBAND					
	I-201410226742	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	071414	62.95
01-A00751 ATWOODS					
	I-2263/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071477	56.89
	I-2279/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071477	55.35
	I-2289/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071477	27.97
	I-2298/9	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071477	165.96
	I-2305/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071477	26.95
	I-2308/9	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071477	25.98
01-B00180 UNION IRON WORKS, INC.					
	I-S1821472.001	01 -5548316	REPAIRS & MAI HOT WATER TANK FOR ARMORY	071481	1,240.00
	I-S1822372.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	071481	125.53
	I-S1822485.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	071481	49.50
	I-S1822528.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	071481	122.15
	I-S1825022.001	01 -5547203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071481	188.48
01-C00149 CANON FINANCIAL SERVICE					
	I-14276028	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	071483	856.37
01-C00320 CENTERPOINT ENERGY ARKL					
	I-201410286756	01 -5215314	GAS UTILITY GAS EXP-315 E KREBS	071464	23.24
	I-201410286756	01 -5215314	GAS UTILITY GAS EXP-FIRE EMER RESP COM	071464	88.36
01-C00840 CRAWFORD & ASSOCIATES					
	I-8532	01 -5215302	CONSULTANTS CONSULTANT FEES	071488	10,665.57
01-D00052 DANIE L. TALBOT					
	I-201410296758	01 -5544308	CONTRACT LABO UMPIRE FEES- 4 GAMES	071489	100.00
01-D00170 DAVIS PIPE & SUPPLY					
	I-S1326413.001	01 -5542319	LIGHTS REPLAC CHRISTMAS LIGHTS	071491	1,537.81

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-D00402 DIAMOND TROPHY & ENGRAV						
	I-154436	01 -5653215	AWARDS/NUC PR	EOM AWARDS	071492	83.85
01-D00730 DUB ROSS CO.						
	I-0088528-IN	01 -5865218	STREET REPAIR	REPLACE TIN HORN-STREETS	071494	451.84
01-E00023 EAGLE-EYE CLASSICS AUTO						
	I-218205	01 -5547203	REPAIRS & MAI	REPAIRS TO CEMETERY TENTS	071495	200.00
01-E00259 ERGON ASPHALT & EMULSIO						
	I-9401240578	01 -5865218	STREET REPAIR	OIL FOR DURAPATCHER	071497	376.99
01-E00266 ERVIN & ERVIN ATTORNEYS						
	I-201410296761	01 -5214302	CONSULTANTS	CONTRACT LEGAL FEES-NOV 2014	071498	3,125.00
01-G00010 G & C RENTAL CENTER, IN						
	I-30577	01 -5547203	REPAIRS & MAI	EQUIP RENTAL-CEMETERY	071502	67.66
	I-30996	01 -5865218	STREET REPAIR	EQUIP RENTAL FEE	071502	158.42
	I-31032	01 -5547203	REPAIRS & MAI	EQUIP RENTAL-CEMETERY	071502	147.50
	I-31061	01 -5547203	REPAIRS & MAI	EQUIP RENTAL-CEMETERY	071502	449.65
01-G00130 GALL'S, AN ARAMARK CO.,						
	I-002528421	01 -5321202	OPERATING SUP	REPLACEMENT BATTERIES	071503	106.85
	I-002537542	01 -5324207	CLOTHING ALLO	CLOTHING ALLOW-E-911	071503	43.76
	I-BC0097054	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	071503	144.50
	I-BC0107189	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	071503	2,113.97
01-G00260 GEORGE HALIBURTON						
	I-H09-14-02	01 -5652318	ABATEMENTS	CONTRACT MOWING	071504	774.00
01-G00316 GIVENS LAW FIRM, P.C.						
	I-21	01 -5214302	CONSULTANTS	LEGAL FEES-GREEN	071506	3,051.56
01-I00049 IDEAL CLEANING						
	I-201410296767	01 -5548203	REPAIRS & MAI	MONTHLY CLEANING FEE-OCT 2014	071507	1,575.00
01-I00060 I I M C						
	I-2015-21198	01 -5212330	DUES & SUBSCR	MEMBERSHIP FEES	071508	155.00
01-I00110 IMPRESS OFFICE SUPPLY						
	I-037020	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	071509	57.46
01-I00120 TYLER TECHNOLOGIES						
	I-025-108566	01 -5213336	FEES	MONTHLY SUPPORT FEES-COURT	071510	200.00
	I-025-108566	01 -5225349	SOFTWARE MAIN	MONTHLY SUPPORT FEES-IT	071510	210.00
01-J00121 JAMESCO ENTERPRISES						
	I-9385	01 -5548203	REPAIRS & MAI	JANITORIAL SUPPLIES	071511	715.33

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00053	KANDRA WELLS					
		I-10/12/2014	01 -5210302	CONSULTANTS/L WEBSITE CONSULTANT FEE	071512	200.00
01-K00135	KENNETH RAY BARNES					
		I-201410296759	01 -5544308	CONTRACT LABO UMPIRE FEES- 3 GAMES	071513	75.00
01-L00052	LA QUINTA INN & SUITES					
		I-0900141849	01 -5652331	EMPLOYEE TRAV TRAVEL EXP-OCEA CODE TRAI	071514	166.00
01-L00380	LOCKE SUPPLY CO.					
		I-24122994-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	071516	9.76
01-L00428	LOWE'S CREDIT SERVICES					
		I-02204	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071517	155.04
		I-02796	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071517	78.54
		I-05270	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071517	169.54
		I-06035	01 -5547203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071517	88.60
		I-06092	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	071517	41.66
		I-06962	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071517	59.66
		I-14538	01 -5215202	OPERATING SUP MISC MAINT & REPAIR ITEMS	071517	82.75
		I-901197	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071517	268.27
01-M00480	MILLER GLASS					
		I-16242	01 -5548203	REPAIRS & MAI DOOR REPLACEMENT @ JIS	071520	961.00
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA361201	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	071521	969.80
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00101175	01 -5544203	REPAIRS & MAI PAINT FOR SBC BLEACHERS	071524	1,426.20
		I-00101306	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071524	15.06
		I-00101499	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071524	48.07
01-MC0169	MCALESTER REGIONAL HOSP					
		I-CITYLAB 9/30/14	01 -5653348	DRUG TESTING/ MISC DRUG SCREENS	071525	236.00
01-O00082	OAKLEY					
		I-731987518	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	071532	48.92
01-O00160	OKLA ASSOC. CHIEF/POLIC					
		I-14-00965	01 -5321331	EMPLOYEE TRAV 2015 MEMBERSHIP DUES	071533	75.00
01-O00192	OKIE DOOR & HARDWARE, L					
		I-00521	01 -5548203	REPAIRS & MAI DOOR REPLACEMENT	071534	1,465.00
01-O00222	OKLA CODE ENFORCEMENT A					
		I-7587710	01 -5652331	EMPLOYEE TRAV REGISTRATION FEE-CODES	071535	185.00
01-O00328	OKLA PUBLIC SAFETY CONF					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-O00328	OKLA PUBLIC SAFETY CONF continued					
		I-356070763	01 -5324331	EMPLOYEE TRAV TRAVEL EXP-OPSC CONF	071538	170.00
01-O00520	OIL-OK INDEPENDENT LIVI					
		I-102014-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	071539	2,000.00
01-O00530	OML-OK MUNICIPAL LEAGUE					
		I-054767	01 -5101331	EMPLOYEE TRAV REGISTRATION FEE-BARNETT	071540	85.00
01-P00242	PETER STASIAK					
		I-201410296764	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OML CONF	071543	149.64
01-P00250	PETTY CASH					
		I-201410306770	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FIRE SCHOOL	071544	216.13
		I-201410306770	01 -5653331	EMPLOYEE TRAV TRAVEL EXP-OHSO TRAINING	071544	204.40
		I-201410306770	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-OHSO TRAINING	071544	229.77
		I-201410306770	01 -5320331	EMPLOYEE TRAV TRAVEL EXP-OKC MTG	071544	11.88
		I-201410306770	01 -5653215	AWARDS/NUC PR AWARDS DINNER EXP	071544	14.20
		I-201410306770	01 -5865331	EMPLOYEE TRAV TRAVEL EXP-PICK UP OIL FOR DP	071544	13.76
01-P00329	PITSTOP					
		I-5440	01 -5542203	REPAIRS & MAI DOOR KNOBS & LOCKS FOR PK	071545	259.00
		I-5441	01 -5542203	REPAIRS & MAI DOOR HDWE FOR PKS BLDGS	071545	164.00
01-P00451	PURCHASE POWER / PITNEY					
		I-1389093-OT14	01 -5215317	POSTAGE POSTAGE FOR POSTAGE MACH	071547	1,500.00
01-P00510	PRO-KIL, INC					
		I-81307	01 -5431202	OPERATING SUP QRTLY PEST CONTROL	071548	96.00
		I-81308	01 -5431202	OPERATING SUP QRTLY PEST CONTROL	071548	96.00
		I-81309	01 -5431202	OPERATING SUP QRTLY PEST CONTROL	071548	96.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201410226743	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PAVILION@KOMAR PK	071416	37.63
		I-201410226743	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-KOMAR PARK	071416	65.64
		I-201410286754	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1699 E CARL ALBER	071465	25.02
		I-201410286754	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-FIRE EMER RESP	071465	748.21
		I-201410286754	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-PD/NARC	071465	104.57
		I-201410286754	01 -5215313	ELECTRIC UTIL ELECTRIC EXP-1016 S SOUTH	071465	204.72
01-Q00007	QFS, LLC					
		I-6114	01 -5321316	REPAIRS & MAI REFILL FIRE EXTINGUISHER	071549	24.00
		I-6115	01 -5321316	REPAIRS & MAI REFILL FIRE EXTINGUISHER	071549	65.50
01-R00247	RESONANCE BROADBAND					
		I-201410226739	01 -5544328	INTERNET SERV INTERNET SVS-SBC	071417	60.00
		I-201410226740	01 -5544328	INTERNET SERV INTERNET SVS-SBC	071417	60.00
01-R00479	ROGER MELTON					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-R00479	ROGER MELTON	continued					
		I-430158	01 -5652318	ABATEMENTS	CONTRACT MOWING	071552	375.00
		I-430176	01 -5652318	ABATEMENTS	CONTRACT MOWING	071552	355.00
		I-430193	01 -5652318	ABATEMENTS	CONTRACT MOWING	071552	130.00
01-R00492	RONALD W BARNES						
		I-201410296757	01 -5544308	CONTRACT LABO	UMPIRE FEES- 3 GAMES	071553	75.00
01-S00329	SHRED-IT USA, INC-OKLAH						
		I-9404303415	01 -5212308	CONTRACTED SE	MONTHLY SHREDDING SVS	071556	64.00
01-S00444	SOUTHEAST DESIGN						
		I-361414	01 -5542203	REPAIRS & MAI	T-SHIRTS FOR SKATE FEST	071557	500.00
01-S00642	SPECIAL OPS UNIFORMS, I						
		I-221723	01 -5431207	CLOTHING ALLO	UNIF ALLOW-NEW RECRUITS	071558	159.97
		I-221726	01 -5431207	CLOTHING ALLO	UNIF ALLOW-NEW RECRUITS	071558	159.97
		I-221728	01 -5431207	CLOTHING ALLO	UNIF ALLOW-NEW RECRUITS	071558	173.97
		I-221769	01 -5431207	CLOTHING ALLO	UNIF ALLOW-NEW RECRUITS	071558	159.97
01-S00726	STAPLES ADVANTAGE						
		I-05367	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	071560	44.77
		I-08827	01 -5225401	COMPUTER TECH	PRESENTATION EQUIP.	071560	603.47
		I-09970	01 -5225401	COMPUTER TECH	MISC COMPUTER SUPPLIES	071560	200.47
		I-10051	01 -5321332	COMMUNITY SER	PROMOTIONAL SUPPLIES	071560	49.19
		I-3245431243	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	071560	242.55
		I-3245431244	01 -5215202	OPERATING SUP	INK FOR STOCK	071560	971.67
		I-3245988520	01 -5101202	OPERATING SUP	PROJECTOR SCREEN	071560	432.89
		I-3245988522	01 -5215202	OPERATING SUP	INK FOR STOCK	071560	18.77
		I-7125576574	01 -5225401	COMPUTER TECH	PRESENTATION EQUIP.	071560	133.99
01-S00956	SWANK MOTION PICTURES,						
		I-RG 1984829	01 -5215202	OPERATING SUP	MOVIE RENTAL FEES	071561	289.00
01-T00010	T. H. ROGERS LUMBER CO.						
		I-495266	01 -5542204	SMALL TOOLS	MISC REPAIR & MAINT ITEMS	071562	122.37
		I-495276	01 -5542204	SMALL TOOLS	MISC REPAIR & MAINT ITEMS	071562	0.63
		I-495342	01 -5865218	STREET REPAIR	FORMING MATERIALS	071562	107.26
		I-495363	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	071562	58.20
		I-495364	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	071562	5.23
		I-495688	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	071562	15.96
01-U00128	UNITED PACKAGING & SHIP						
		I-149433	01 -5431202	OPERATING SUP	SHIPPING FEES	071565	12.05
01-W00040	WALMART COMMUNITY BRC						
		I-000859	01 -5210202	OPERATING SUP	EMPLOYEE MTG EXP	071566	94.38
		I-00802	01 -5215202	OPERATING SUP	MISC OPERATING SUPPLIES	071566	129.72
		I-01091	01 -5320202	OPERATING EXP	MISC SUPPLIES FOR CID	071566	153.11

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01-W00040	WALMART COMMUNITY BRC continued					
		I-01119	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES-FIRE	071566	53.21
		I-02298	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES-FIRE	071566	22.00
		I-04649	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	071566	34.90
		I-04916	01 -5215202	OPERATING SUP MISC OPERATING SUPPLIES	071566	20.34
		I-08738	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071566	47.28
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1816079.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071568	8.85
		I-S1816233.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071568	36.79
		I-S1816475.001	01 -5542203	REPAIRS & MAI CHRISTMAS LIGHT SUPPLIES	071568	13.62
		I-S1817922.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071568	133.00
		I-S1818500.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071568	119.07
		I-S1818533.001	01 -5542203	REPAIRS & MAI CHRISTMAS LIGHT SUPPLIES	071568	55.43
		I-S1819336.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	071568	181.91
01-W00381	WILLIAM D ROBERTSON					
		I-201410296760	01 -5544308	CONTRACT LABO UMPIRE FEES- 3 GAMES	071569	75.00

FUND 01 GENERAL FUND TOTAL: 51,701.57

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00271	AIR MAC, INC.					
		I-0078318-IN	02 -5973316	REPAIRS & MAI BLOWER FOR DIGESTER-WWM	071475	5,166.54
01-A00751	ATWOODS					
		I-2307/9	02 -5216202	OPERATING SUP METER READER SUPPLIES	071477	26.96
01-B00180	UNION IRON WORKS, INC.					
		I-S1824272.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	071481	64.30
		I-S1824381.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	071481	49.74
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201410286756	02 -5267314	GAS UTILITY GAS EXP-CENTRAL GARAGE	071464	66.70
01-C00840	CRAWFORD & ASSOCIATES					
		I-8532	02 -5267302	CONSULTANTS CONSULTANT FEES	071488	10,665.57
01-D00540	DOLESE BROTHERS					
		I-RM14071924	02 -5975218	STREET REPAIR CONCRETE FOR ST REPAIRS	071493	686.00
		I-RM14072761	02 -5975218	STREET REPAIR CONCRETE FOR ST REPAIRS	071493	539.00
		I-RM14073576	02 -5975218	STREET REPAIR CONCRETE FOR ST REPAIRS	071493	1,029.00
01-E00238	ENVIRONMENTAL RESOURCE					
		I-24972	02 -5973304	LAB TESTING LAB TESTING FEE-E PLANT	071496	170.00
		I-25283	02 -5973304	LAB TESTING TESTING FEE WWM	071496	4,800.00
01-E00321	EVANS ENTERPRISES, INC.					
		I-86503	02 -5973203	REPAIRS & MAI REPLACE MOTOR FOR WWTP	071499	1,720.20
01-F00037	FASTENAL					
		I-OKMCA128712	02 -5975218	STREET REPAIR MISC SUPPLIES FOR UTM	071500	133.88
01-F00170	FIRST NATIONAL BANK					
		I-112014-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	071501	8,524.37
01-I00120	TYLER TECHNOLOGIES					
		I-025-108566	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	071510	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201410226741	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-HEREFORD LN	071415	585.89
01-L00428	LOWE'S CREDIT SERVICES					
		I-02685	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	071517	67.00
		I-07309	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	071517	20.79
01-M00532	MISTY VALLEY WATER CO.					
		I-91050	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	071522	14.67
		I-91815	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	071522	21.76
		I-92336	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	071522	35.93

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FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00010 NANCE PRECAST CONCRETE					
	I-0030175-IN	02 -5975230	SEWER MAIN RE MANHOLE FOR ELECT ST	071526	2,200.00
01-O00075 O'REILLY AUTO PARTS					
	I-0230-236986	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	071530	260.73
	I-0230-237632	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	071530	96.11
01-O00275 OKLA DEPT OF COMMERCE					
	I-112014-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	071537	1,145.83
01-P00040 PACE ANALYTICAL SERVICE					
	I-147514114	02 -5973304	LAB TESTING MONTHLY TESTING FEES	071542	137.00
01-P00560 PUBLIC SERVICE/AEP					
	I-201410286754	02 -5267313	ELECTRIC UTIL ELECTRIC EXP-5200 WATERWORKS	071465	153.96
01-U00051 UTILITY SUPPLY CO.					
	I-079823	02 -5975209	UTILITY MAINT SUPPLIES FOR UTM REPAIRS	071564	263.56
	I-079824	02 -5975209	UTILITY MAINT SUPPLIES FOR UTM REPAIRS	071564	895.27
	I-079825	02 -5975209	UTILITY MAINT SUPPLIES FOR UTM REPAIRS	071564	129.00
	I-079826	02 -5975209	UTILITY MAINT FIRE HYDRANT & PARTS	071564	2,023.46
	I-079827	02 -5975209	UTILITY MAINT SUPPLIES FOR UTM REPAIRS	071564	287.00
	I-079829	02 -5975209	UTILITY MAINT FIRE HYDRANT & PARTS	071564	2,035.01
01-U00128 UNITED PACKAGING & SHIP					
	I-149569	02 -5973203	REPAIRS & MAI SHIPPING FEES	071565	31.89
01-W00270 WHITE ELECTRICAL SUPPLY					
	I-S1816741.001	02 -5973203	REPAIRS & MAI ELECTRICAL SUPPLIES	071568	71.19
			FUND 02 MPWA	TOTAL:	44,411.47

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201410286756	03 -5876314	GAS UTILITY GAS EXP-AIRPORT	071464	30.30
01-F00170	FIRST NATIONAL BANK					
		I-112014-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	071501	5,020.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201410286754	03 -5876313	ELECTRIC UTIL ELECTRIC EXP-AIRPORT	071465	1,095.48
				FUND 03 AIRPORT AUTHORITY	TOTAL:	6,145.78

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201410316774	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	071476	150.00
		I-201410316775	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	071476	101.36
01-G00288	GERALDINE E MALKOWSKI					
		I-201410316776	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	071505	150.00
		I-201410316777	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	071505	95.20
01-M00470	MILLER BROTHERS ENTERPR					
		I-38998-01	08 -5549202	OPERATING SUP CEILING TILES FOR KITCHEN	071519	108.00
01-S00580	AT & T					
		I-201410226744	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	071418	213.71
				FUND 08 NUTRITION	TOTAL:	818.27

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-102014-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	071523	1,141.59
01-O00589	ORIENTAL TRADING CO.					
		I-668151957	27 -5655214	TOURISM EXPEN CHRISTMAS ON THE HILL EXP	071541	299.70
01-P00450	PRIDE IN MCALESTER					
		I-102014-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	071546	2,250.00
01-R00247	RESONANCE BROADBAND					
		I-201410226739	27 -5655214	TOURISM EXPEN INTERNET SVS-TOURISM	071417	100.00
		I-201410226740	27 -5655214	TOURISM EXPEN INTERNET SVS-TOURISM	071417	100.00
				FUND 27 TOURISM FUND	TOTAL:	3,891.29

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH					
		I-62532174	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	071482	438.05
01-C00823	COUNTRY MART					
		I-429017108	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	071487	7.58
01-P00560	PUBLIC SERVICE/AEP					
		I-201410286754	28 -5654313	ELECTRIC UTIL ELECTRIC EXP-EXPO RV PARK	071465	36.13
01-R00247	RESONANCE BROADBAND					
		I-201410226739	28 -5654328	INTERNET SERV INTERNET SVS-EXPO	071417	100.00
		I-201410226740	28 -5654328	INTERNET SERV INTERNET SVS-EXPO	071417	100.00
01-S00009	SADLER PAPER CO					
		I-03417	28 -5654316	REPAIRS & MAI JANITORIAL SUPPLIES	071554	781.02
				FUND 28 SE EXPO CENTER	TOTAL:	1,462.78

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-002537543	29 -5324207	CLOTHING ALLO CLOTHING ALLOW-E-911	071503	85.24
01-W00392	WINDSTREAM CORPORATION					
		I-201410286755	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LN	071466	445.44
				FUND 29 E-911	TOTAL:	530.68

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 30 ECONOMIC DEVELOPMENT

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134 MCALESTER MAIN STREET					
	I-102014-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	071523	1,141.58
01-N00347 MEHLBURGER BRAWLEY, INC					
	I-MC-14-03-01	30 -5652302	CONSULTANTS CONSULTANT FEE	071529	5,672.50
	I-MC-14-05-01	30 -5652302	CONSULTANTS CONSULTANT FEE	071529	2,072.50
01-O00275 OKLA DEPT OF COMMERCE					
	I-112014-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	071536	282.50
01-P00250 PETTY CASH					
	I-201410306770	30 -5652350	BUSINESS DEVE TRAVEL EXP-PSO ED SEMINAR	071544	5.41
	I-201410306770	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-OKC MTG	071544	13.15
	I-201410306770	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-ED DEV MTG	071544	20.00
01-P00450 PRIDE IN MCALESTER					
	I-102014-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	071546	2,250.00
01-R00260 RETAIL ATTRACTIONS LLC					
	I-0619	30 -5652302	CONSULTANTS CONSULTANT FEES	071550	1,000.00
01-R00464 ROBISON INTERNATIONAL,					
	I-102014-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	071551	2,000.00

FUND 30 ECONOMIC DEVELOPMENT TOTAL: 14,457.64

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00172	CARLA J. HOUSE					
		I-156642	32 -5215220	DISC GOLF COU FLAGS FOR DISC BASKETS	071484	208.10
01-D00153	CHARLES DAVID MUNHOLLAN					
		I-0000001	32 -5215220	DISC GOLF COU LABOR TO BUILD MSG BOARDS	071490	300.00
01-P00250	PETTY CASH					
		I-201410306770	32 -5215220	DISC GOLF COU REIMB DISC GOLF EXP	071544	90.00
01-T00630	TWIN CITIES READY MIX,					
		I-101313	32 -5215220	DISC GOLF COU CONCRETE FOR KEY PAD	071563	372.00
				FUND 32 GRANTS & CONTRIBUTIONS	TOTAL:	970.10

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
		I-950370	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071478	33.79
		I-950471	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071478	5.39
		I-950508	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071478	94.44
		I-950509	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071478	18.30
		I-950520	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071478	18.30
		I-950646	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071478	6.49
		I-950739	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071478	115.68
01-B00043	B & S SUPPLY, INC.					
		I-63671	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	071479	107.32
01-B00150	BEALES GOODYEAR TIRES					
		I-1-9572	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	071480	50.00
		I-1-GS9561	35 -5862317	EMERGENCY VEH TIRES FOR LADDER-1	071480	1,300.52
		I-1-GS9916	35 -5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	071480	641.60
01-C00245	CATHEY & ASSOCIATES, L.					
		I-36746	35 -5862316	REPAIRS & MAI PK-2 WINDSHEILD REPLACE	071485	410.00
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-180002	35 -5862317	EMERGENCY VEH DOOR LATCH FOR ENG #2	071486	57.95
01-M00149	MARTY'S MUFFLER & BRAKE					
		I-14-00106-1	35 -5862203	REPAIRS & MAI MISC MUFFLER REPAIRS	071518	200.00
01-N00270	NIX AUTO CENTER, INC.					
		I-137625	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS & PARTS	071527	34.70
01-N00271	FREEDOM FORD INC					
		I-158364	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071528	42.95
		I-158412	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071528	42.95
		I-83160	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071528	44.54
01-O00075	O'REILLY AUTO PARTS					
		C-0230-236945 CR	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071530	7.87-
		C-0230-239357 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071530	34.29-
		I-0230-236557	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071530	7.87
		I-0230-236922	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071530	4.55
		I-0230-236970	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071530	4.37
		I-0230-23700	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071530	41.39
		I-0230-237612	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071530	8.97
		I-0230-238061	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	071530	7.98
		I-0230-238178	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071530	180.00
		I-0230-238352	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071530	42.85
		I-0230-238521	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071530	9.95
		I-0230-238664	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071530	13.99
		I-0230-238822	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071531	65.70
		I-0230-239253	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071531	34.29

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-O00075 O'REILLY AUTO PARTS continued					
	I-0230-239257	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071531	19.94
	I-0230-239260	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071531	7.98
	I-0230-239261	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071531	1.79
	I-0230-239301	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071531	2.99
	I-0230-239399	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	071531	38.97
01-P00250 PETTY CASH					
	I-201410306770	35 -5862331	TRAVEL & TRAI TRAVEL EXP-EVT TRAINING	071544	34.89
01-S00234 SHARE CORPORATION					
	I-892553	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	071555	544.80
01-S00710 STANDARD MACHINE LLC					
	I-239807	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	071559	57.98
01-W00195 WELDON PARTS INC.					
	I-1351992-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	071567	46.16
	I-1353418-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	071567	62.82
	I-1354539-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	071567	19.39
	I-1356221-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	071567	21.43
			FUND 35 FLEET MAINTENANCE	TOTAL:	4,463.81

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-112014-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	071501	3,378.84
01-L00079	LANDPLAN CONSULTANTS, I					
		I-INVOICE 5	41 -5652402	TRAILS GRANT CONSULTANT FEE-BELMONT TR	071515	4,600.00
				FUND 41 CIP FUND	TOTAL:	7,978.84
					REPORT GRAND TOTAL:	136,832.23

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2014-2015	01 -5101202	OPERATING SUPPLIES	432.89	3,750	2,804.86				
	01 -5101331	EMPLOYEE TRAVEL & TRAININ	85.00	3,000	2,915.00				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	21,600	13,600.00				
	01 -5210202	OPERATING SUPPLIES	94.38	2,500	1,700.00				
	01 -5210302	CONSULTANTS/LABOR RELATION	200.00	45,000	26,372.77				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	149.64	6,100	2,366.47				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	423.90	4,200	2,053.15				
	01 -5212308	CONTRACTED SERVICES	64.00	1,150	274.00				
	01 -5212330	DUES & SUBSCRIPTIONS	155.00	470	315.00				
	01 -5213336	FEES	200.00	2,400	1,400.00				
	01 -5214302	CONSULTANTS	6,176.56	50,000	7,142.04-	Y			
	01 -5215202	OPERATING SUPPLIES	1,857.03	31,500	15,256.73				
	01 -5215302	CONSULTANTS	10,665.57	25,000	6,574.43				
	01 -5215312	EQUIPMENT RENTALS	1,826.17	21,000	0.00				
	01 -5215313	ELECTRIC UTILITY	1,185.79	294,500	199,831.14				
	01 -5215314	GAS UTILITY	111.60	13,200	11,030.04				
	01 -5215315	TELEPHONE UTILITY	59.36	35,000	19,895.23				
	01 -5215317	POSTAGE	1,500.00	12,600	7,407.75				
	01 -5225349	SOFTWARE MAINTENANCE	210.00	75,000	22,010.66				
	01 -5225401	COMPUTER TECHNOLOGY	937.93	15,000	10,105.35				
	01 -5320202	OPERATING EXPENSE	153.11	3,000	2,255.13				
	01 -5320331	EMPLOYEE TRAVEL & TRAINING	11.88	3,000	2,957.27				
	01 -5321202	OPERATING SUPPLIES	106.85	15,000	11,688.44				
	01 -5321316	REPAIRS & MAINTENANCE	89.50	3,000	2,347.82				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	75.00	10,000	8,722.53				
	01 -5321332	COMMUNITY SERVICES PROGRAM	49.19	7,500	5,087.63				
	01 -5324207	CLOTHING ALLOWANCE	43.76	1,000	482.51				
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	170.00	2,000	1,830.00				
	01 -5431202	OPERATING SUPPLIES	375.26	12,900	4,666.23				
	01 -5431207	CLOTHING ALLOWANCE	2,961.27	18,000	1,094.07-	Y			
	01 -5431328	INTERNET SERVICE	62.95	2,270	35.80-	Y			
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	216.13	8,300	4,944.16				
	01 -5432202	OPERATING SUPPLIES	274.73	24,000	11,463.12				
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,845.95	47,500	21,905.77				
	01 -5542204	SMALL TOOLS	123.00	3,000	2,207.49				
	01 -5542308	CONTRACTED SERVICES	900.00	14,400	5,682.86				
	01 -5542319	LIGHTS REPLACEMENT	1,537.81	15,000	0.37				
	01 -5544202	OPERATING SUPPLIES	34.90	15,800	7,807.24				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	1,426.20	13,500	5,330.79				
	01 -5544308	CONTRACT LABOR	325.00	18,000	10,847.00				
	01 -5544328	INTERNET SERVICE	120.00	1,380	984.53				
	01 -5547203	REPAIRS & MAINT SUPPLIES	1,141.89	11,000	5,727.75				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	6,220.60	42,000	11,095.35				
	01 -5548316	REPAIRS & MAINTENANCE	1,240.00	17,500	319.75				
	01 -5652318	ABATEMENTS	1,634.00	15,000	6,246.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	581.05	3,600	2,090.16				
	01 -5653215	AWARDS/NUC PROGRAM	98.05	9,500	1,015.44				
	01 -5653331	EMPLOYEE TRAVEL & TRAININ	204.40	2,500	1,837.47				
	01 -5653348	DRUG TESTING/PHYSICALS	236.00	12,000	6,830.75				
	01 -5865218	STREET REPAIRS & MAINTENAN	1,094.51	261,000	101,783.52				
	01 -5865331	EMPLOYEE TRAVEL & TRAININ	13.76	500	481.74				
	02 -5216202	OPERATING SUPPLIES	26.96	7,000	3,898.09				
	02 -5216336	FEES	293.16	4,100	2,634.20				
	02 -5267302	CONSULTANTS	10,665.57	20,000	4,334.43				
	02 -5267313	ELECTRIC UTILITY	739.85	220,785	97,727.70				
	02 -5267314	GAS UTILITY	66.70	8,000	7,562.98				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	8,020.85				
	02 -5864510	LEASE PAYMENTS	8,524.37	51,147	8,525.15				
	02 -5866230	RECYCLING CENTER EXPENSE	72.36	2,300	600.00				
	02 -5973203	REPAIRS & MAINT SUPPLIES	2,180.12	25,000	83.80				
	02 -5973304	LAB TESTING	5,107.00	32,100	19,380.46				
	02 -5973316	REPAIRS & MAINTENANCE	5,166.54	22,000	7,673.14				
	02 -5975209	UTILITY MAINTENANCE SUPP.	5,835.13	32,500	3,463.85				
	02 -5975218	STREET REPAIRS & MAINTENAN	2,387.88	115,000	60,729.02				
	02 -5975230	SEWER MAIN REPAIR	2,200.00	20,000	10,300.00				
	03 -5876313	ELECTRIC UTILITY	1,095.48	13,800	8,102.90				
	03 -5876314	GAS UTILITY	30.30	500	383.45				
	03 -5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	35,140.00				
	08 -5549202	OPERATING SUPPLIES	108.00	1,000	892.00				
	08 -5549308	CONTRACT SERVICES	496.56	15,500	10,373.52				
	08 -5549315	TELEPHONE UTILITY	213.71	3,386	2,212.14				
	27 -5655214	TOURISM EXPENSE	499.70	48,000	34,735.30				
	27 -5655352	MISC PRIDE IN MCALESTER	2,250.00	27,000	18,000.00				
	27 -5655353	MAIN STREET PROGRAM	1,141.59	12,600	8,033.64				
	28 -5654210	CONCESSION SUPPLIES	445.63	17,221	10,266.32				
	28 -5654313	ELECTRIC UTILITY	36.13	57,000	35,642.45				
	28 -5654316	REPAIRS & MAINTENANCE	781.02	31,100	10,049.16				
	28 -5654328	INTERNET SERVICE	200.00	1,200	800.00				
	29 -5324207	CLOTHING ALLOWANCE	85.24	2,750	1,766.33				
	29 -5324315	TELEPHONE UTILITY	445.44	59,499	42,796.29				
	30 -5211352	MISC PRIDE IN MCALESTER	2,250.00	27,000	18,000.00				
	30 -5211353	MAIN STREET PROGRAM	1,141.58	12,600	8,033.68				
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	16,000.00				
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	1,977.50				
	30 -5652302	CONSULTANTS	8,745.00	130,000	107,030.00				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	33.15	17,500	9,236.38				
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	5.41	24,600	16,671.73				
	32 -5215220	DISC GOLF COURSE EXPENSE	970.10	0	7,475.81-	Y			
	35 -5862203	REPAIRS & MAINTENANCE SUPP	2,660.45	240,000	131,695.81				
	35 -5862316	REPAIRS & MAINTENANCE	410.00	30,000	6,602.93				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	35 -5862317	EMERGENCY VEHICLES	1,358.47	100,000	24,065.06				
	35 -5862331	TRAVEL & TRAINING	34.89	1,400	995.13				
	41 -5652402	TRAILS GRANT PROJECT	4,600.00	236,798	176,951.25				
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	6,338.47-	Y			
	** 2014-2015 YEAR TOTALS **		136,832.23						

NO ERRORS

** END OF REPORT **

PACKET: 12184 CLAIMS FOR 11/06/2014
VENDOR SET: 01
BANK : FNB FIRST NATIONAL BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	10/2014	51,701.57CR
02	10/2014	44,411.47CR
03	10/2014	6,145.78CR
08	10/2014	818.27CR
27	10/2014	3,891.29CR
28	10/2014	1,462.78CR
29	10/2014	530.68CR
30	10/2014	14,457.64CR
32	10/2014	970.10CR
35	10/2014	4,463.81CR
41	10/2014	7,978.84CR
ALL		136,832.23CR

PACKET: 12205 PARROT RENT 11/06/2014
VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-T00500 PARROTT COMPANY, LLC									
C	201410316773	CR TO TOURISM RENT	FNB		E	10/31/2014	558.20CR	558.20	
		G/L ACCOUNT					558.20CR		
		27 5655340 OFFICE RENT				558.20CRCR TO TOURISM RENT			
I	201410066698	TOURISM OFFICE RENT-OCT 201	FNB		E	10/06/2014	558.20	558.20CR	
		G/L ACCOUNT					558.20		
		27 5655340 OFFICE RENT				558.20 TOURISM OFFICE RENT-OCT 2014			
I	201410316772	TOURISM OFFICE RENT-NOV 201	FNB		E	10/31/2014	558.20	558.20CR	
		G/L ACCOUNT					558.20		
		27 5655340 OFFICE RENT				558.20 TOURISM OFFICE RENT-NOV 2014			
		VENDOR TOTALS	EFT				558.20	558.20CR	0.00
							558.20	0.00	

PACKET: 12205 PARROT RENT 11/06/2014
VENDOR SET: 01

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
27	TOURISM FUND	558.20CR
	** TOTALS **	558.20CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT		558.20	558.20CR	0.00
		558.20	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		558.20	558.20CR	0.00
		558.20	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 0

McALESTER MAIN STREET

From Old Town to Downtown

McAlester Main Street
Quarterly Report
Fiscal Year 2014 – 2015, Quarter One

- Crazy Days (Aug. 2) was a success for downtown businesses. Our theme this year, Back to the 60s, had a terrific public response. Downtown businesses were very pleased with their sales figures for that one day event.

- CultureFest (Aug. 16) in Downtown McAlester was very well attended this year. Entertainers and vendors were pleased. Downtown businesses participated in the children's Passport Activity again this year, which brought the festival traffic into their stores.

- In July, Kelly Yadon (Marketing Manager) of the Oklahoma Main Street Center hosted a social media workshop in Old Town McAlester. 15 store owners and staff attended the workshop that evening.

- McAlester Main Street thanks its volunteers for 147 volunteer hours in the first quarter.

-Our Facebook growth continues to grow. McAlester Main Street Facebook page had 1,695 likes, and increase of more than 600 during 2014.

- The Christmas Parade is scheduled for Dec. 4. The theme for this year will be Festival of Lights. The event raised $1,025.00 for McAlester Main Street last year.

- The Urban Overlook patio, Common Roots Mercantile, Creative Design Works, and the Art Spot, all opened in Downtown McAlester during the first quarter, and were given the new Retail Tax Incentive application for New Businesses.

McAlester Main Street
Budget to Actual
Quarter Ending 9-30-14
Numbers of Months included: 3

	Annual Budget		YTD Budget	YTD Actual		Difference	
Revenue							
City of McAlester	$27,398.00	48.95%	$6,849.50	$6,666.34	62.43%	($183.16)	
Membership	$14,000.00	25.01%	$3,500.00	$575.01	5.39%	($2,924.99)	*
Fund Raising	$9,000.00	16.08%	$2,250.00	$57.77	0.54%	($2,192.23)	*
Like Kind (rent & accounting)	$5,575.00	9.96%	$1,393.75	$3,375.00	31.61%		
Total Revenue	**$55,973.00**		**$13,993.25**	**$10,677.99**		**($3,315.26)**	
Salary and Wages							
Base Salary	$25,200.00		$6,300.00	$6,500.00		($200.00)	
Taxes	$3,413.00		$853.25	$573.59		$279.66	
Total	**$28,613.00**		**$7,153.25**	**$7,073.59**			
Office Expenses							
Rent (like kind)	$2,198.00		$549.50	$1,749.00			
Utilities (included in rent)	$0.00		$0.00	$0.00			
Equipment	$200.00		$50.00	$0.00		$50.00	
Office Supplies	$500.00		$125.00	$164.81		($39.81)	
Telephone / Internet/ web host / cell	$1,800.00		$450.00	$442.09		$7.91	
Car Allowance	$1,200.00		$300.00	$300.00		$0.00	
Contingency	$250.00		$62.50	$0.00		$62.50	
Accounting Services (like kind)	$5,575.00		$1,393.75	$5,575.00			
Total	**$11,723.00**		**$2,930.75**	**$4,281.90**			
Professional Development							
Conference / Travel	$3,500.00		$875.00	$711.51		$163.49	
Total	**$3,500.00**		**$875.00**	**$711.51**			
Other Expenses							
Printing & Publications	$700.00		$175.00	$0.00		$175.00	
CultureFest	$2,000.00		$500.00	$304.82		$195.18	
Promotion & Advertising	$1,500.00		$375.00	$304.82		$70.18	
Postage	$200.00		$50.00	$0.00		$50.00	
Insurance	$1,631.00		$407.75	$353.00		$54.75	
Membership Dues	$450.00		$112.50	$150.00		($37.50)	
Other Expenses	$206.00		$51.50	$92.13		($40.63)	
Total	**$6,687.00**		**$1,671.75**	**$1,764.95**			
Committee Expenses							
Executive Committee	$250.00		$62.50	$32.71		$29.79	
Fundraising/Membership	$1,700.00		$425.00	$0.00		$425.00	
Promotion	$1,500.00		$375.00	$227.74		$147.26	
Design	$1,000.00		$250.00	$0.00		$250.00	
Economic Restructuring	$1,000.00		$250.00	$0.00		$250.00	
Total	**$5,450.00**		**$1,362.50**	**$678.67**			
Total Expenses	**$55,973.00**		**$13,993.25**	**$14,510.62**		**($517.37)**	

** The majority of membership dues are paid in the third quarter.*
** Second quarter numbers will reflect two major fundraisers.*

McAlester City Council

AGENDA REPORT

Meeting Date:	November 6, 2014	**Item Number:**	1
Department:	City Manager		
Prepared By:	Peter J. Stasiak	**Account Code:**	
Date Prepared:	October 28, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Presentation of Financial Reporting Under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2014.

Recommendation

Motion to accept and place on file the Actuarial Report for period ending June 30, 2014.

Discussion

Approved By

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

Financial Reporting Under GASB Statements

As of June 30, 2014

for

The City of McAlester Defined Benefit Retirement Plan and Trust

MHBT Inc.

8144 Walnut Hill Lane, 16th Floor, Dallas, Texas 75231
(972) 770-1600

October 17, 2014

Mr. Pete Stasiak
City Manager
City of McAlester
28 E. Washington
McAlester, OK 74501

Dear Pete:

We have prepared the accounting information that will be required under newly released GASB Statement No. 67, Financial Reporting for Pension Plans, and Statement No. 68, Accounting and Financial Reporting for Pensions. Note that GASB 67 amends GASB 25 and covers accounting for the plan and GASB 68 amends GASB 27 and covers accounting for the City, as plan sponsor.

The effective date for GASB 67 is for fiscal years beginning after June 15, 2013, so the first financial statements that would actually reflect the new standards of GASB 67 **for the plan** will be those prepared for fiscal year ending June 30, 2014. The effective date for GASB 68 is one year later, for fiscal years beginning after June 15, 2014, so the first financial statements that would actually reflect the new standards of GASB 68 **for the City** will be those prepared for fiscal year ending June 30, 2015. To help with the transition, we have prepared exhibits in this report showing appropriate information under GASB 25, GASB 27, GASB 67, and GASB 68.

Our calculations shown in this report are based on the census data, actuarial methods, procedures, and assumptions shown in the plan's actuarial funding report as of July 1, 2014, unless otherwise specifically noted.

We would be pleased to respond to any questions regarding the information contained in this report and to provide explanation or further details as may be appropriate.

Respectfully submitted,

Bruce R. Nordstrom, Senior Consulting Actuary
Fellow of the Society of Actuaries
Member of the American Academy of Actuaries
Enrolled Actuary No. 14-05871

Ralph Kunkel, Senior Consultant

GASB 25 & 27 Information

Schedule of Funding Progress under GASB 25

Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
07/01/2007	8,777,906	11,058,765	2,280,859	79.4%	4,523,484	50.4%
07/01/2008	9,233,904	11,532,207	2,298,303	80.1%	4,082,914	56.3%
07/01/2009	9,779,352	13,164,083	3,384,731	74.3%	4,326,276	78.2%
07/01/2010	9,990,470	14,807,371	4,816,901	67.5%	4,274,311	112.7%
07/01/2011	10,503,533	15,986,289	5,482,756	65.7%	4,037,185	135.8%
07/01/2012	10,763,608	16,807,499	6,043,891	64.0%	4,108,795	147.1%
07/01/2013	11,320,333	16,127,470	4,807,137	70.2%	4,264,310	112.7%
07/01/2014	12,169,761	16,609,575	4,439,814	73.3%	4,097,667	108.3%

Note that the AAL amounts shown above prior to 07/01/2013 were determined based on the Projected Unit Credit funding method, which was permissible under GASB 25 & 27, but is not suitable for disclosure under GASB 67 & 68 since the new Statements require the use of the Entry Age Normal funding method.

Schedule of City Contributions under GASB 25

Plan Year Ending	Annual Required Contribution "ARC" (end of year)	Percent Contributed*
06/30/2007	527,460	79.0%
06/30/2008	548,804	96.7%
06/30/2009	535,657	112.6%
06/30/2010	674,662	100.0%
06/30/2011	821,436	99.1%
06/30/2012	885,271	100.0%
06/30/2013	931,814	94.1%
06/30/2014	507,902	114.2%
06/30/2015	489,408	TBD

Note that our annual actuarial reports show the development of the ARC amounts shown above. The ARC amounts are based on the methods and assumptions shown in these reports, which include the use of a 7.2% interest rate since 07/01/2009 (8.0% prior to 07/01/2009). Our calculations provide that gains and losses are amortized over a closed period or 30 years, based on when they arose. It is our understanding that the City plans to make at least the minimum contribution so determined each year until the plan is fully funded on an ongoing basis.

* Percentages shown are unadjusted for interest earned.

GASB 25 & 27 Information
(Continued)

Annual Pension Cost and Net Pension Obligation under GASB 27

	Fiscal Year Ending:	
	June 30, 2015	June 30, 2014
1. Annual required contribution	489,408	507,902
2. Interest on net pension obligation at 7.2%	29,736	35,897
3. Adjustment to annual required contribution	(41,652)	(49,139)
4. Annual pension cost	477,492	494,660
5. Contributions made	TBD	580,226
6. Increase (decrease) in net pension obligation	TBD	(85,566)
7. Net pension obligation beginning of year	413,004	498,570
8. Net pension obligation end of year	TBD	413,004

Five-year trend information is as follows:

	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Periodic Obligation/ (Asset)
Fiscal year ending June 30, 2010	657,455	102.6%	470,753
Fiscal year ending June 30, 2011	806,226	101.0%	462,795
Fiscal year ending June 30, 2012	875,888	101.1%	453,219
Fiscal year ending June 30, 2013	922,567	95.1%	498,570
Fiscal year ending June 30, 2014	494,660	117.3%	413,004
Fiscal year ending June 30, 2015	477,492	TBD	TBD

GASB 67 & 68 Information

Statement of Changes in Fiduciary Net Position

	Year Ending 06/30/2014
Additions:	
City contributions	580,226
Investment income	2,374,676
Total additions	2,954,902
Deductions:	
Benefit payments	(998,024)
Administrative expenses	(94,247)
Total deductions	(1,092,271)
Net increase in net position	1,862,631
Net position restricted for pensions:	
Beginning of year	12,026,146
End of year	13,888,777
Annual money-weighted rate of return, net of expenses paid from the trust	19.3%

Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ending 06/30/2014
Total pension liability	16,609,575
Net position from above	13,888,777
Net pension liability (end of year)	2,720,798
Net position as a percentage of total pension liability	83.6%
Covered participant payroll at beginning of year	4,264,310
Net position as a percentage of covered participant payroll	63.8%
Actuarially determined contribution	507,902
Actual contribution paid	580,226
Contribution deficiency (excess)	(72,324)
Actual contribution paid as a percentage of covered participant payroll	13.6%

GASB 67 & 68 Information
(Continued)

Summary of Significant Accounting Policies

Method used to value investments: Market value (fair value).

Plan Description

Plan provisions are summarized in the separate Actuarial Funding Report as of July 1, 2014.

Actuarial Assumptions and Methods

The pension liability was determined based on actuarial assumptions and methods summarized in the separate Actuarial Funding Report as of July 1, 2014. Note that GASB 67 requires the use of the Entry Age Normal actuarial cost method. Since this plan has been frozen, the method used for funding shown in the Actuarial Funding Report generates the same pension liability as the Entry Age Normal method.

Investment Policy and Long-Term Expected Rate of Return

The plan's policy in regard to the allocation of invested assets is established by the City Council. The current asset allocation policy is 70% equity investments, 25% fixed income investments, and 5% cash. The long-term expected rate of return on pension investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rate of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2014 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Includes Inflation)
Domestic equity	55%	4.9%
International equity	15%	1.2%
Fixed income	25%	1.0%
Cash	5%	0.1%
Total	100%	7.2%

The City has, on average, made contributions that exceed the ARC over the least five years. If the City continues to contribute in this fashion, the plan will always be sufficiently funded to pay benefits due.

Discount Rate and Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The discount rate used to measure the total pension liability was 7.2%, which is the same as the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments. The following presents the net pension liability calculated using the discount rate of 7.2%, as well as what the plan's net pension liability would be if it were calculated using a discount rate that is 1% lower (6.2%) or 1% higher (8.2%) than the current rate:

	1% Decrease (6.2%)	Current Discount Rate (7.2%)	1% Increase (8.2%)
Total pension liability	18,480,207	16,609,575	15,038,314
Net position	13,888,777	13,888,777	13,888,777
Net pension liability	4,591,430	2,720,798	1,149,537

GASB 67 & 68 Information
(Continued)

Schedules of Required Supplementary Information

Schedule of Changes in the City's Net Pension Liability
Based on 7.2% Discount Rate
Last 10 Fiscal Years

	FYE 2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Total pension liability:										
Service cost	0									
Interest	1,125,249									
Difference between expected and actual experience	354,880									
Changes in assumptions	0									
Benefit changes	0									
Benefit payments	(998,024)									
Net change	482,105									
Beginning of year total pension liability	16,127,470									
End of year total pension liability = (a)	**16,609,575**									
Net position:										
City contributions	580,226									
Net investment income	2,374,676									
Benefit payments	(998,024)									
Administrative expenses	(94,247)									
Other	0									
Net change	1,862,631									
Beginning of year net position	12,026,146									
End of year net position = (b)	**13,888,777**									
City's net pension liability = (a) – (b)	**2,720,798**									
Net position as a percentage of the total pension liability	83.6%									
Net pension liability as a percentage of covered employee payroll	63.8%									

Schedule of City Contributions
Last 10 Fiscal Years

	FYE 2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Covered employee payroll	4,264,310	4,108,795	4,037,185	4,274,311	4,326,276	4,082,914	4,523,484	4,071,060	4,555,872	4,684,360
Actual city contributions	580,226	877,216	885,464	814,184	674,663	603,241	530,736	416,680	484,203	2,817
Actuarially determined city contribution	507,902	931,814	885,271	821,436	674,662	535,657	548,804	527,460	484,203	442,530
Annual contribution excess (deficiency)	72,324	(54,598)	193	(7,252)	1	67,584	(18,068)	(110,780)	0	(439,713)
Actual city contributions as a percentage of covered employee payroll	13.6%	21.3%	21.9%	19.0%	15.6%	14.8%	11.7%	10.2%	10.6%	0.1%

GASB 67 & 68 Information
(Continued)

Pension Expense for Year Ending 06/30/2014

Ending net pension liability "NPL" at 06/30/2014	2,720,798
Less beginning NPL at 07/01/2013	(4,101,324)
(a) Change in NPL	(1,380,526)
City contributions	580,226
(b) Net change in NPL	(800,300)

At 06/30/2014, the City has deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Prior to Amortization of Current Year Portion	
	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actuarial experience	0	(354,880)
Changes in assumptions	0	0
Net difference between projected and actual earnings on pension plan investments	1,523,834	0
(c1),(c2) Totals	1,523,834	(354,880)

(d) Amortization of actuarial experience = (354,880) / 5.2	(68,246)
(e) Amortization of investment gains & losses = 1,523,834 / 5.0	304,767
Pension expense = (b) + (c1) + (c2) - (d) - (e)	**132,133**

Statement of Net Position Reconciliations:

NPL at 06/30/2014	2,720,798
Deferred outflows – experience gains/(losses)	(286,634)
Deferred inflows – investment gains/(losses)	1,219,067
Statement of net position elements in total at 06/30/2014	3,653,231

NPL at 07/01/2013	4,101,324
Pension expense for year ending 06/30/2014	132,133
City contributions	(580,226)
Statement of net position elements in total at 06/30/2014	3,653,231

GASB 67 & 68 Information
(Continued)

Estimated Pension Expense for Year Ending 06/30/2015

Service cost	0
Interest cost = 7.2% x $16,609,575 - 3.6% x $1,061,625 =	1,157,671
Expected return on net position = 7.2% x $13,888,777 - 3.6% x $1,061,625 + 3.6% x $489,408 =	979,392
Estimated pension expense	**178,279**

McAlester City Council

AGENDA REPORT

Meeting Date:	November 6, 2014	**Item Number:**	2
Department:	Finance		
Prepared By:	Toni Ervin	**Account Code:**	
Date Prepared:	October 30, 2014	**Budgeted Amount:**	
		Exhibits:	4

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; 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

		Initial	*Date*
Department Head			
City Manager	P. Stasiak	PJS	

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2501 setting forth the Budget for Fiscal Year 2014-2015 beginning July 1, 2014 and ending June 30, 2015; 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 2014-2015 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 2014-2015 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, 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 2014-2015 Budget.

SECTION 2: All portions of the existing FY 2014-2015 Budget, Ordinance No. 2501 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

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

_____
William J. Ervin, City Attorney

Exhibit A-1

City of McAlester
Budget Amendment - FY 2014-2015
General Fund
November 6, 2014

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40999		Fund Balance	-	32,991	32,991
01	40303		Grant Revenue - COPS	-	55,982	55,982
						-
			Total		88,973	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	5321101	Patrol	Full Time Payroll	1,635,670	58,986	1,694,656
01	5321107	Patrol	Group Insurance	245,584	11,249	256,833
01	5321113	Patrol	Pension (Uniform)	254,439	9,739	264,178
01	5321207	Patrol	Clothing Allowance	43,320	9,000	52,320
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
					88,973	

FUND INFORMATION

Original Budget - Revenues ***	$12,676,034
Amendments	55,982
Current Budget - Revenues	**$12,732,016**
Original Budget - Expenditures	$12,676,034
Amendments	88,973
Current Budget - Expenditures	**$12,765,007**

*** Does not include appropriated fund balance.

Approved by the City Council this

November 6, 2014

Explanation of Budget Amendment:

Appropriated funds for the acceptance of 3 year COPS grant for 3 new patrol officers.

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

FY 14-15 Budget Amendments listed by fund

			Revenue	Expense
41	Capital Fund	Appropriate Funds for the South Main Water Main Replacement Project.	-	460,000
41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	732,519
02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	12,440
44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	66,800
24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's re	-	137,000
41	Capital Fund	Appropriate Funds for the Trails Grant and 13 work trucks	-	70,358
01	General Fund	Appropriate funds for the COPS Grant	55,982	88,973
		TOTAL	55,982	1,568,090

McAlester City Council

AGENDA REPORT

Meeting Date:	November 6, 2014	**Item Number:**	3
Department:	Public Works-Engineering		
Prepared By:	John C. Modzelewski, P.E, CFM	**Account Code:**	02-5871302
Date Prepared:	October 28, 2014	**Budgeted Amount:**	$30,000
		Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement 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 authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2014-2015 for a fee not to exceed $30,000.

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

		Initial	*Date*
Department Head		JCM	10/28/14
City Manager	P. Stasiak	PJS	

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the _____ day of _____, 2014 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and Meshek & Associates, PLC, an Oklahoma s-corporation (herein the "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with Phase II Stormwater Management Program Assistance (herein the "**Project**") prepared, and

WHEREAS, the services of a competent professional **engineering** consultant will be required **for surveys, engineering analysis, and data collection** for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work dated October 21, 2014 in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

WHEREAS, the CONSULTANT has submitted a Fee Proposal for the aforesaid work dated October 21, 2014 in the "Compensation Form" attached hereto and made a part hereof as **Exhibit B** (herein the "**Compensation**"), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

1.01. Services. The CONSULTANT shall perform those services enumerated in the Proposal. The CITY shall pay the CONSULTANT in accordance with the terms of the Proposal. If so specified in the Proposal, the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

1.02. Standard of Care. CONSULTANT 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.

2.00 ADDITIONAL SERVICES

In the event the CITY, in writing, requests that the CONSULTANT perform additional services not covered by the Scope of Services, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the CITY.

3.00 NOTICE TO PROCEED

The CONSULTANT shall commence the professional services called for under this Agreement upon the written notice to proceed issued by the CITY.

4.00 CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

5.00 CONFLICT OF INTEREST

The CONSULTANT declares that neither the Mayor, nor any Councilmen, nor any other CITY official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

6.00 DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CITY and the CONSULTANT shall be referred to the City Engineer, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

7.00 ESTIMATES

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions except with regard to the CONSULTANT'S services.

Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Scope of Services, are made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry.

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

In the event that the lowest bid received by the CITY is greater than the CITY'S budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.

9.00 COMPLIANCE WITH LAWS

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

10.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT'S services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT'S services rendered hereunder.

11.00 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, specifications, intellectual property, and data or programs stored electronically, prepared by CONSULTANT in connection with the provision of professional services under this Agreement shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way whatever in its use of such material.

12.00 CONFERENCES AND VISITS TO SITE

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

13.00 CONSULTANT'S ENDORSEMENT

The CONSULTANT'S seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

14.00 CONTROL

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

15.00 REVISIONS OF PLANS

It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses. However, in the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, the CONSULTANT will make the necessary revisions as required by the CITY and shall be paid additional compensation as outlined in the Paragraph 2.00 herein, provided that such changes are not required due to any error or omission by the CONSULTANT.

16.00 DELAYS AND EXTENSIONS

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY'S sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT'S control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT'S work. It is agreed that no extension of time will be valid without the CITY'S prior written consent, and no such consent is assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT'S performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT'S work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY'S rights or remedies for the CONSULTANT'S default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the CITY'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

17.00 REIMBURSEMENT FOR EXPENSES

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

18.00 CLAIMS, LIABILITY AND INDEMNITY

18.01. Claims. The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from negligence of the CONSULTANT, its agents, servants, and employees in connection with the prosecution and completion of the work covered by this Agreement.

18.02. Indemnity. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any damages, losses, liability, expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the acts, errors, or omissions of the CONSULTANT, its agents, servants and employees in the performance of this Agreement.

18.03 Insurance. During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each accident.
(3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
(4) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.
(5) Errors and Omissions Insurance with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate

CONSULTANT shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY.

19.00 EQUAL EMPLOYMENT OPPORTUNITY

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY, setting forth the provisions of this non-discrimination clause. The CONSULTANT shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

21.00 MISCELLANEOUS PROVISIONS

21.01. Waiver. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21.02. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect.

21.03. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.

21.04 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.

21.05. Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of Articles 1.00, 6.00, 11.00, 18.00 and 21.00 shall survive.

21.06. Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

[Signatures to Follow on Next Page]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF McALESTER

By: _____
Steve Harrison, Mayor

ATTEST:

By: _____

City Clerk

Meshek & Associates, PLC

By: Brandon Claban

Its: Principal Engineer

CONSULTANT'S Mailing Address:

1437 South Boulder Avenue, Suite 1550

Tulsa, OK 74119

CONSULTANT'S Telephone Number:

(918) 392-5620

CONSULTANT'S Facsimile Number:

(918) 392-5621

EXHIBIT A

October 21, 2014

SCOPE OF PROJECT. The PROJECT shall consist of assistance to the City of McAlester in meeting the requirements of the Municipal Separate Stormsewer Program (MS4) set forth by the Oklahoma Department of Environment Quality and the US Environmental Protection Agency for the 2014-2015 fiscal year. This will include assisting with the implementation of the City's Stormwater Management Program including Best Management Practices that have been identified previously. The PROJECT will also include preparing an annual report in February of 2015 and assisting the City with their updated permit application once ODEQ publishes the new general permit guidelines. The PROJECT may include other miscellaneous engineering services as directed by the CITY.

EXHIBIT B

October 21, 2014

COMPENSATION FORM.

The total COMPENSATION for this project shall not exceed Thirty Thousand Dollars ($30,000) without written approval from the CITY. An amount equal to the cumulative hours charged to the PROJECT by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the PROJECT, plus reimbursable expenses and Engineer's consultants' charges, if any. A listing of the employee classification, hourly rates and expenses is included as EXHIBIT B-1.

Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to the CITY on a monthly basis. Invoices are due and payable within 30 days of receipt.

An estimated budget is included below:

PHASE II STORMWATER MANAGEMENT PROGRAM BUDGET		
		Cost
B.1.1.	**Task 1 - Provide Assistance for Program Management, Implementation Strategies, Costs, and Recommendations for 2010-2011 Activities for Each Minimum Control Measure (MCM)**	$ 20,000.00
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**	$ 5,000.00
a.	Prepare Report	
b.	Submit to ODEQ	
B.1.3.	**Task 3 - Prepare Permit Application for 2010-2015 Stormwater Program**	$ 5,000.00
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.	**Total**	$ 30,000.00

EXHIBIT B-1

Engineer's Standard Hourly Rates

October 21, 2014

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Project Principal II	$	205/hour
Project Principal I	$	185/hour
Project Manager	$	145/hour
Senior Project Engineer	$	150/hour
Project Engineer	$	95/hour
Engineer Intern	$	90/hour
Engineering Technician	$	70/hour
CAD Technician	$	75/hour
Planning and ROW Specialist	$	135/hour
Grant Project Manager	$	135/hour
ROW Project Manager	$	135/hour
Public Outreach Grant Administrator	$	100/hour
Real Estate Acquisition Specialist	$	120/hour
Acquisition/Relocation Agent	$	110/hour
Real Estate Trainee	$	75/hour
2 Man Survey Crew	$	180/hour
Survey Crew Chief	$	95/hour
Survey Crew	$	45/hour
GIS Project Principal	$	160/hour
GIS Project Manager	$	105/hour
GIS Specialist II	$	120/hour
GIS Specialist I	$	95/hour
GIS Technician	$	70/hour
Environmental Scientist	$	70/hour
Clerical II	$	75/hour
Clerical I	$	40/hour

McAlester City Council

AGENDA REPORT

Meeting Date:	November 6, 2014	**Item Number:**	4
Department:	City Clerk		
Prepared By:	Cora Middleton	**Account Code:**	
Date Prepared:	October 30, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, an ordinance to amend Sections 54-45 and 54-48 to Article III, Chapter 54, of the Code of the City of McAlester, Oklahoma, prohibiting possession and use of any tobacco product on City-owned premises or operated properties; adding subsection E and creating Section 54-52; Definitions.

Recommendation

Motion to approve Ordinance amending Sections 54-45 and 54-48 to Article III, Chapter 54, of the Code of the City of McAlester, Oklahoma, prohibiting possession and use of any tobacco product on City-owned premises or operated properties; adding subsection E and creating Section 54-52; Definitions.

Discussion

The City of McAlester is applying for a Healthy Community Certification. This program encourages communities to implement health and wellness-oriented ordinances, policies and programs.

Approved By

		Initial	*Date*
Department Head		CMM	10/30/14
City Manager	P. Stasiak	PJS	

ORDINANCE NO. ____

AN ORDINANCE TO AMEND SECTIONS 54-45 AND 54-48. TO ARTICLE III, CHAPTER 54, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING POSSESSION OF TOBACCO PRODUCT; AND PROHIBITING TOBACCO USE ON CITY-OWNED PREMISES OR OPERATED ~~AND~~ PROPERTIES; ADDING SUBSECTION E AND CREATING SECTION 54-52; DEFINITIONS.

* *

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL THAT:

SECTION 1: Chapter 54, Article III, of the McAlester Code of Ordinances is hereby amended to include the following:

Sec. 54-45. Possession of tobacco product.

a. The possession of lighted tobacco in any form is a public nuisance and dangerous to public health, and is hereby prohibited when such possession is in any indoor place used by or open to the public, public transportation, or any indoor workplace, except where specifically allowed by law.

b. All buildings and other properties, including indoor and outdoor areas, owned or operated by the City of McAlester, shall be entirely tobacco free to include all forms of tobacco products including vapor products.

c. All indoor and outdoor recreational areas owned or operated by the City of McAlester, shall be entirely tobacco free to include all forms of tobacco products including vapor products.

Sec. 54-48. City-owned or operated properties.

All premises and properties including buildings, facilities, City vehicles, Equipment, City Parks, Trails, Outdoor Facilities, Play Grounds, Sports Areas owned or operated by the City of McAlester are designated as tobacco-free.

a. It is the purpose of this article that the city promotes public health by decreasing citizens' exposure to secondhand smoke and creates ~~smoke~~ tobacco-free environments for employees and citizens through regulation of all City-owned or operated property, and is enacted under the police powers of the City to provide for public health, welfare and safety.

b. "No Smoking/Tobacco Use" signs shall be clearly and conspicuously posted by the City on City-owned or operated properties where smoking/tobacco use is prohibited.

c. This article shall be enforced by the office of the City Manager or an authorized designee. Any citizen who desires to report a violation under this article may initiate enforcement with the Office of the City Manager.

d. This ordinance authorizes enforcement by the City of McAlester, and is not intended to create any private cause of action for enforcement or violation.

e. The City of McAlester does not sell, market or promote tobacco in any form on City owned or operated properties.

Sec. 54-51. Posting responsibility and fine.

A. The person who owns or operates a place where smoking or tobacco is prohibited by law shall be responsible for posting a sign or decal at least four (4) inches by two (2) inches in size at each entrance to the building, indicating that the place is smoke-free or tobacco-free.

B. Responsibility for posting signs or decals shall be as follows:

1. In privately-owned facilities, the owner or lessee, if a lessee is in possession of the facilities, shall be responsible;

2. In corporately-owned facilities, the manager and/or supervisor of the facility involved shall be responsible; and

3. In publicly-owned facilities, the manager and/or supervisor of the facility shall be responsible.

C. Ask tobacco users to refrain from using any form of tobacco products, including vapor products upon observation of anyone violating the provisions of this act.

D. Any person who knowingly violates this Act is guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not less than Ten Dollars ($10.00), nor more than One-Hundred Dollars ($100.00).

Sec. 54-52. Definitions.

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

a. Tobacco: Any product that contains or is derived from tobacco and is intended for human consumption excluding drugs or devices approved for cessation by the United States Food and Drug Administration. This includes e-cigarettes and vapor devices/products, with or without nicotine.

b. Tobacco-free: means to prohibit the use of any tobacco product by anyone, anywhere, at any time.

c. Vapor product: shall mean noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other

mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor products" do not include any products regulated by the United States Food, Drug and Cosmetic Act.

PASSED this _____ day of _____, 2014.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

_____
Cora Middleton, City Clerk

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

By _____
William J. Ervin, City Attorney

McAlester City Council

AGENDA REPORT

Meeting Date:	November 6, 2014	**Item Number:**	5
Department:	IT		
Prepared By:	James Stanford	**Account Code:**	
Date Prepared:	September 16, 2014	**Budgeted Amount:**	
		Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign a lease agreement with Resonance Broadband to install wireless infrastructure on all city owned water towers.

Recommendation

Motion to approve authorizing the Mayor to sign lease agreement with Resonance Broadband.

Discussion

Resonance Broadband will install and maintain a wireless infrastructure on all city owned water towers at no cost to the city. Wireless internet will be provided to the city for up to 40 locations including mobile units at no cost for the city. In order to further our public safety this will provide a network back haul for our emergency vehicles when at a later date we install laptops.

Approved By

		Initial	*Date*
Department Head		JBS	9/16/14
City Manager	P. Stasiak	PJS	

WATER TOWER ATTACHMENT LEASE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2014 by and between McAlester Public Works Authority, a public trust, hereinafter "Lessor" and Daniel Peoples, d/b/a Resonance Broadband, P.O. Box 547, Haileyville, OK, 74546, hereinafter "Lessee".

WHEREAS, Lessor owns water towers located at approximately 34°56'6.42"N, 95°45'52.62"W, 34°55'33.09"N, 95°46'35.26"W, 34°59'38.11"N ,95°47'47.90"W, 34°55'53.46"N, 95°49'41.47"W, 34°53'41.05"N, 95°45'35.04"W, 34°58'13.40"N, 95°46'4.06"W upon which Lessee desired to mount certain of Lessee's antennae, other equipment and related devises; and

WHEREAS, Lessee desires to lease from Lessor available space on Lessor's water tower; and

WHEREAS, Lessor retains the right to contract with other parties to attach transmitters and other equipment on the Lessor's water tower as long as said equipment does not cause interference with reception of Lessee's equipment; and

THEREFORE, for an in consideration of the terms and mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. **Property.** Lessor does hereby grant to Lessee the right to install, maintain, operate and remove transmitters and other communication equipment and appurtenances as designated on Lessor's water tower on Lessor's property together with easements for ingress, egress and utilities during the initial term and any renewal terms.

2. **Use.** Lessee shall be permitted to install transmitters, cabling and related equipment on the Property and to utilize the existing electrical utilities of Lessor to supply the nominal power necessary to operate said equipment owned by Lessee. Any personal property owned by Lessee, whether fixed or attached to the Property or the elevated water tower shall remain the exclusive property of Lessee. Lessor hereby grants Lessee designated access to the elevated water tower and the Property for the purpose of installing and maintaining the Equipment and appurtenances.

3. **Initial Term.** The initial term of this Lease shall be for a period of five (5) years, commencing on the day of the execution of this agreement.

4. **Renewal Terms.** Lessee shall have the right to extend this lease for an additional three (3) 5-year Renewal Terms ("Renewal Terms") for a possible total lease term of 20 years. The Renewal Terms shall be on the same terms and conditions as set forth in this Lease, unless agreed to in writing by both parties. This Lease shall be automatically renewed for the Renewal Terms unless either party notifies the other of its intention not to renew the Lease at least forty-

five (45) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

5. **Consideration.** During the Initial Term of this lease, and any Renewal Terms, Lessee shall provide to Lessor reliable data transport except in instances of power loss, equipment failure, or malfunction, to designated locations so long as the total number of locations does not to exceed twenty (20) points of connectivity and an aggregate throughput of not to exceed 100mbps. Locations are subject to availability and must be coordinated with Lessee. Lesssor may purchase connectivity at additional locations at standard service rates.

6. **Water Tower Purpose.** Lessee recognizes that the primary function of the water tower in to provide water storage for Lessor and its customers. Lessee understands that Lessor may find it necessary from time to time to interrupt Lessee's use of the Property for maintenance of the water tower. Lessor shall provide Lessee with at least thirty (30) days prior written notice for non-emergency maintenance, and Lessee agrees to coordinate with Lessor and Lessor's designated contractors for the extent the maintenance to minimize impact to Lesse's service. In the event the water tower owned by Lessor is damaged or destroyed and is not repaired or replaced by Lessor within 60 days of the date of said damage or destruction, all obligations of the Lessee under this agreement shall terminate as of the date of said damage or destruction.

7. **Indemnification.** Lessee agrees to indemnify, defend and hold Lessor harmless from any and all liability, suits, demands and claims for property damage or personal injury claimed or caused to any person, or any other claim arising directly or indirectly out of the placement, use and operation of transmitters or other equipment owned by Lessee on said water tower owned by Lessor. Lessor shall indemnify, defend and hold Lessee harmless against any and all claims, losses, damages and liabilities and expenses, including reasonable attorney fees, sustained by Lessee resulting from, arising out of, or connected with the use or misuse of the internet services provided by the Lessee for the use and benefit of Lessor.

8. **Notices**. Any notices required by this agreement shall be delivered to the Lessee at: P.O. Box 547, 615 Parkway Ave., Haileyville, OK 74546. Any notices required by this agreement shall be delivered to the Lessor at: _____.

9. **Modifications**. Any modifications of this agreement must be in writing, and executed by both parties.

10. **Governing Law.** This agreement is entered into and shall be governed by the laws of the State of Oklahoma.

11. **Assignment**. Any sublease or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease, and requires the written approval by the non-assigning party.

12. **Successors and Assigns.** This Lease shall run with the Property described and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

13. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the equipment of Lessee.

14. **Miscellaneous**. This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter hereof and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. If any term of this Lease is found to be void or invalid, such validity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Water Tower Attachment Lease Agreement as of that date and year first above written.

LESSOR:

City of McAlester

By_____

City of McAlester

LESSEE:

_____

Daniel Peoples, d/b/a Resonance Broadband, a sole proprietorship

STATE OF OKLAHOMA)
) SS.
COUNTY OF PITTSBURG)

The foregoing instrument was acknowledged before me this ____ day of _____ 2014 by _____ a public trust, Lessor, on behalf of the public trust

_____
Notary Public
My Commission Expires: _____ Commission No. _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF PITTSBURG)

The foregoing instrument was acknowledged before me this ____ day of _____ 2014 by Daniel Peoples, d/b/a Resonance Broadband, a sole proprietorship, Lessee.

_____
Notary Public
My Commission Expires: _____ Commission No. _____

EXHIBIT "A"

Council Chambers
Municipal Building
October 28, 2014

The McAlester Airport Authority met in a Regular session on Tuesday, October 28, 2014, at 6:00 P.M. after proper notice and agenda was posted October 27, 2014.

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

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

- Approval of the Minutes from the October 14, 2014, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending October 21, 2014. *(Toni Ervin, Chief Financial Officer)* in the amount $ 2,631.03.

- Confirm action taken on City Council Agenda Item 10, a resolution amending the City's Non-Uniform pay scale to reflect a 2% increase.

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

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

Chairman Harrison declared the motion carried.

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

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
October 28, 2014

The McAlester Public Works Authority met in a Regular session on Tuesday, October 28, 2014, at 6:00 P.M. after proper notice and agenda was posted October 27, 2014.

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

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

- Approval of the Minutes from the October 8, 2014, Special Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Approval of the Minutes from the October 14, 2014, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item C, regarding claims ending October 21, 2014. *(Toni Ervin, Chief Financial Officer)* in the amount of $ 218,874.32.

- Confirm action taken on City Council Agenda Item E, authorization of payment to Mehlburger Brawley, Invoice MC-14-01-07 in the amount of $14,740.00 for engineering services related to CIP#3 and funded through the McAlester Public Works Authority Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item F, authorization of payment to EST, Invoice 33212 in the amount of $42,712.50 for engineering services related to CIP#1 and funded through the McAlester Public Works Authority Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 1, acceptance and placement on file of the Status Report for the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services., Inc. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 3, approval of Change Order No. 2, the deduction of two emergency repairs of existing water main for a total of $7,000.00, to the existing contract with W. Brown Enterprises, Inc. to construct approximately 2,900 linear feet of new 12-inch PVC C900 water main and necessary appurtenances along the east side of South Main Street from T.H. Rogers to Oklahoma Avenue. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 4, Final and Contractor's Pay Estimate No. 2 for contract with W. Brown Enterprises, Inc. to construct approximately 2,900 linear feet of new 12-inch PVC C900 water main and necessary appurtenances along the east side of South Main Street from T.H. Rogers to Oklahoma Avenue, and accept the project as completed. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign the First Amendment to the Water System Operation and Maintenance Agreement between Severn Trent Environmental Services, Inc. and the McAlester Public Works Authority, Dated April 22, 2014. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 6, a Professional Services Agreement with Mehlburger Brawley for engineering services required for the design of the 2014 Community Development Block Grant (CDBG) Small Cities Water Improvements. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign an amendment to the Professional Services Agreement with Poe & Associates, Inc., for the design of road and infrastructure improvements for CIP#4. This amendment will provide a driveway, approximately five hundred twenty linear feet long, south of Will Rogers School between Thirteenth Street and the school parking lot. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 8, accepting the bid from Reynolds Ford, Norman, OK in the amount of $309,800.92 for the lease purchase of 13 vehicles and entering into a lease purchase agreement with Arvest Bank at 2.175% interest for the term of this lease purchase. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 10, a resolution amending the City's Non-Uniform pay scale to reflect a 2% increase.

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, Secretary