



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, August 9, 2016 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

John Browne .....	Mayor
Weldon Smith .....	Ward One
Vacant .....	Ward Two
Travis Read .....	Ward Three
Robert Karr, Vice Mayor .....	Ward Four
Buddy Garvin .....	Ward Five
Jason Barnett .....	Ward Six
Peter J. Stasiak .....	City Manager
William J. Ervin .....	City Attorney
Cora M. Middleton .....	City Clerk

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

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

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

### CALL TO ORDER

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*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

### ROLL CALL

### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

**CONSENT AGENDA**

*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 July 12, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for July 20, 2016 through August 2, 2016. *(Toni Ervin, Chief Financial Officer)*
- C. Consideration and action to authorize the expenditure of \$3,000.00 of City Funds for the Mayor to attend the McAlester Stampede in Washington D.C. on September 19, 2016 through September 23, 2016. *(Leroy Alsup for Peter Stasiak, City Manager)*
- D. Consider and act upon, authorizing the Mayor to sign a Campus Police Agreement between the Board of Education for the McAlester School District and the City of McAlester. *(Gary Wansick, Police Chief)*
- E. Consider and act upon, authorizing the Mayor to sign an agreement for one year between the City of McAlester and McAlester Regional Health Center Authority for the full use of the MRHC's Wellness Center. *(Cora Middleton, City Clerk)*
- F. Accept and place on file the McAlester Main Street Annual Performance Report for FY 2015-2016. *(Lacey Sudderth, Executive Director)*
- G. Accept and place on file the Pride in McAlester Annual Performance Report for FY 2015-2016. *(Stephanie Giacomo, Executive Director)*
- H. Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #1, in the amount of \$ 57,236.08, for Construction Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- I. Consider and act upon, ratification of Change Order #1 for KATCON, Inc., for CIP#5, Washington Avenue Improvements in the amount of \$ 3,240.00. *(Peter Stasiak, City Manager)*
- J. Consider and act upon, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 201925-JS. *(Cora Middleton, City Clerk)*
- K. Consider and act upon, authorizing the Mayor to sign two (2) separate "Memorandums of Agreement" between the City of McAlester and The Choctaw Nation of Oklahoma and Pittsburg County, Oklahoma for the Tannehill Road resurfacing project. *(Mel Priddy, Acting City Manager)*

## ITEMS REMOVED FROM CONSENT AGENDA

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### PUBLIC HEARING

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

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,  
AMENDING ORDINANCE NO. 2568 WHICH ESTABLISHED THE  
BUDGET FOR FISCAL YEAR 2016-17; REPEALING ALL  
CONFLICTING ORDINANCES; PROVIDING FOR A  
SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

### SCHEDULED BUSINESS

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1. Consider and act upon, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

2. Consider and act upon, authorizing the Mayor to sign a lease purchase agreement with Arvest Equipment Finance pursuant to Section 2-275 of the McAlester City Code, for one new and unused Excavator with Trailer. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve and authorize the Mayor to sign the lease purchase agreement with Arvest Equipment Finance for the Excavator and Trailer.

3. Consider and act upon, authorizing the granting of a security interest in a \$250,000 Certificate of Deposit from Fund 30 Economic Development to First National Bank & Trust of McAlester as collateral for a business development loan to Krebs Brewing Company, Inc. *(Leroy Alsup, Community & Economic Development Director, Kirk Ridenour, Economic Development Manager)*

Executive Summary

Motion to approve granting of a security interest in a \$250,000 Certificate of Deposit from Fund 30 Economic Development to First National Bank & Trust of McAlester as collateral for a business development loan to Krebs Brewing Company, Inc. and to authorize the Mayor to execute the Commercial Security Agreement with First National Bank & Trust of McAlester.

4. Consider and act to adopt a resolution to document the commitment of \$1,119,951 of leveraged funds for the CDBG-EDIF grant application to ODOC for the Krebs Brewing Co., Inc. Industrial Building/Property Acquisition Project. *(Leroy Alsup, Community & Economic Development Director, Kirk Ridenour, Economic Development Manager)*

**Executive Summary**

Motion to adopt a resolution to document the commitment of \$1,119,951 of leveraged funds for the CDBG-EDIF grant application to ODOC for the Krebs Brewing Co., Inc. Industrial Building/Property Acquisition Project.

5. Consider and act upon, approval and authorization for the Mayor to sign Change Order #1 for H&G Paving Contractors, A Street Repairs, for an increase in the contract value of \$ 3,234.00. *(Peter Stasiak, City Manager)*

**Executive Summary**

Staff recommendation is to approve and authorize the Mayor to sign Change Order #1 for H&G Paving Contractors, Inc., for an increase in the contract value of \$3,240.00. This Change Order also adds 30 days to the completion date due to waterline leaks, rain days, additional patching requests and utility lines. Substantial Completion is now scheduled for September 4, 2016.

**NEW BUSINESS**

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

**CITY MANAGER'S REPORT (Peter J. Stasiak)**

- Report on activities for the past two weeks.

**REMARKS AND INQUIRIES BY CITY COUNCIL****MAYORS COMMENTS AND COMMITTEE APPOINTMENTS****RECESS COUNCIL MEETING****CONVENE AS McALESTER AIRPORT AUTHORITY**

*Majority of a Quorum required for approval*

- Approval of the Minutes from the July 26, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 2, 2016. *(Toni Ervin, Chief Financial Officer)*

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

*Majority of a Quorum required for approval*



- Approval of the Minutes from the July 26, 2016, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 2, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item H, authorization of payment to KATCON, Inc., Invoice Payment #1, in the amount of \$ 57,236.08, for Construction Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item I, ratification of Change Order #1 for KATCON, Inc., for CIP#5, Washington Avenue Improvements in the amount of \$ 3,240.00. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item K, authorization for the Mayor to sign two (2) separate "Memorandums of Agreement" between the City of McAlester and The Choctaw Nation of Oklahoma and Pittsburg County, Oklahoma for the Tannehill Road resurfacing project. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, authorization for the Mayor to sign a lease purchase agreement with Arvest Equipment Finance pursuant to Section 2-275 of the McAlester City Code, for one new and unused Excavator with Trailer. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, approval and authorization for the Mayor to sign Change Order #1 for H&G Paving Contractors, A Street Repairs, for an increase in the contract value of \$ 3,234.00. *(Peter Stasiak, City Manager)*

#### ADJOURN MPWA

#### RECONVENE COUNCIL MEETING

#### ADJOURNMENT

#### CERTIFICATION

I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).

\_\_\_\_\_  
Cora M. Middleton, City Clerk

Council Chambers  
Municipal Building  
July 12, 2016

The McAlester City Council met in a Regular session on Tuesday, July 12, 2016, at 6:00 P.M. after proper notice and agenda was posted, July 7, 2016 at 2:10 P.M.

### **Call to Order**

Mayor Browne called the meeting to order.

Roy Prince gave the invocation and led the Pledge of Allegiance.

### **Roll Call**

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, CFO; William J. Ervin, City Attorney and Cora Middleton, City Clerk

### **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.*

There were no citizen comments.

### **Consent Agenda**

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

- A. Approval of the Minutes from the June 14, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 22, 2016 through July 5, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$278,483.01; Nutrition - \$3,202.51; Tourism Fund - \$8,370.20; SE Expo Center - \$16,253.04; E-911 - \$10,077.79; Economic Development - \$10,626.50; Grants & Contributions - \$1,000.00; Fleet Maintenance -

\$14,209.82; Worker's Compensation - \$55,569.00; CIP Fund - \$129,807.50 and Technology Fund - \$6,031.80.

- C. Consider and act upon, authorizing the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester. *(Peter Stasiak, City Manager)*
- D. Concur with the Mayor's appointment of Ms. Rachel Gronwald to serve on the Community Tree Board for a term ending September, 2017. *(John Browne, Mayor)*
- E. Consider and act upon, to ratify the attached Memorandum of Understanding with Severn Trent to fill the UTM Manager position. *(Peter Stasiak, City Manager)*

Vice-Mayor Karr requested that item "E" be removed for individual consideration.

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

AYE: Councilman Read, Smith, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

#### **Items Removed from Consent Agenda**

- E. Consider and act upon, to ratify the attached Memorandum of Understanding with Severn Trent to fill the UTM Manager position. *(Peter Stasiak, City Manager)*

Vice-Mayor Karr asked which department this individual was over. Manager Stasiak informed the Council that the UTM Manager was over the maintenance of the City's water and sewer lines.

A motion was made by Councilman Smith and seconded by Vice-Mayor Karr to approve Consent Agenda item "E". There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Karr, Read, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Garvin to open a Public Hearing addressing an ordinance amending the FY 2015-2016 Budget and an ordinance amending the FY 2016-2017 Budget. There was no discussion, and Mayor Browne declared the Public Hearing open at 6:03 P.M.

## **Public Hearing**

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

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2568 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2016-17; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

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

AYE: Councilman Read, Karr, Garvin, Barnett, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:04 P.M.

## **Scheduled Business**

1. Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; 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.

### **ORDINANCE NO. 2571**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

CFO Ervin addressed the Council reviewing the exhibit to the amendment informing them that this would appropriate funds for additional Worker's Compensation and would finish out fiscal year 2015/2016. She commented on the decrease in claims and stated that the decrease could be attributed to the safety programs that the City had implemented.

A motion was made by Councilman Smith and seconded by Councilman Read to approve **ORDINANCE NO. 2571**, amending Fiscal Year 2015-2016 Budget. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

Councilman Garvin moved to approve the EMERGENCY CLAUSE. The motion was seconded by Vice-Mayor Karr and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

2. Consider and act upon, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; 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.

### **ORDINANCE NO. 2572**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2568 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2016-17; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

CFO Ervin addressed the Council explaining that the first exhibit would reimburse funds from the MDSA funds and appropriate funds for the loan payments on the MCC Control.

Manager Stasiak added that the \$25,000.00 was from MDSA to be used for the Spectrum Consulting Firm contract.

After a brief discussion concerning the loan payments, approving the payment before approving the loan and the reimbursement from MDSA, Councilman Smith moved to approve **ORDINANCE NO. 2572**. The motion was seconded by Councilman Read and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

A motion was made by Councilman Garvin and seconded by Vice-Mayor Karr to approve the EMERGENCY CLAUSE. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Karr, Barnett, Smith, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, 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 6 new SCBA Mask. The cost of the masks not to exceed \$5000.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Fire Chief Brewer addressed the Council explaining that with the recent new hires and age of several of the older masks the Department was requesting approval of the purchase of six (6) new SCBA Masks.

A motion was made by Vice-Mayor Karr and seconded by Councilman Garvin to approve the Purchase of six (6) new SCBA masks in an amount not to exceed \$5,000.00. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Smith, Read, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

4. Consider and act upon, accepting the bid amount of \$167,610.00 from H&G Paving Contractors for the Phase 1 Street Improvements to Village Boulevard, and authorizing the Mayor to sign the Notice of Award to H&G Paving Contractors to perform the work. (*Peter Stasiak, City Manager*)

Executive Summary

The recommendation is to enter into an agreement with H&G Paving Contractors for the Total Bid equal to \$167,610.00 for the Phase 1 improvements to Village Boulevard.

Manager Stasiak addressed the Council explaining that this project would replace the asphalt surface and base underneath Village Boulevard to the first stop sign at the top of the hill. He added that this was the only entrance and exit into the area and the City had been there several times patching the road.

After a brief discussion among the Council, Manager Stasiak and Robert Vaughan, Branch Manager of Infrastructure Solutions Group, LLC concerning how traffic would be routed during the construction, what would happen to the base material, the City retaining the base material in future projects and the City having someplace to store the waste material, a motion was made by Councilman Smith and seconded by Councilman Read to accept the bid of \$167,610.00 from H&G Paving Contractors for the Phase 1 Street Improvements to Village Boulevard, and

authorize the Mayor to sign the Notice of Award to H&G Paving Contractors to perform the work.

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

AYE: Councilman Smith, Read, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

5. Consider and act upon, authorization of the Mayor to hire Infrastructure Solutions Group, LLC for the Engineering to replace the High Service Motor Control Center (MCC Controls) at the Water Treatment Plant and to sign the Work Order for Professional Service in the amount of \$32,500.00. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends authorizing the Mayor to sign the attached agreement with Infrastructure Solutions Group, LLC in the amount of \$32,500.00, Option 2 of the attached schedule.

Manager Stasiak addressed the Council explaining that the City was moving away from Severn Trent as the engineering firm for the project to replace the High Service Motor Control Center at the Water Treatment Plant and going with Infrastructure Solutions Group, LLC. He then informed them that Dale Burke, President Infrastructure Solutions Group, LLC was in attendance and would be able to answer any questions.

Mr. Burke addressed the Council commenting that the City had two (2) real options for engineering services, go with Severn Trent or Infrastructure Solutions Group, LLC. He then distributed a revised comparison of fees.

After a brief discussion concerning the two (2) options, what each firm would be doing during the design phase of the project, the cost difference between option one (1) and option two (2) and Infrastructure Solutions Group, LLC had any experience with Brown Engineering, a motion was made by Councilman Garvin and seconded by Vice-Mayor Karr to authorize of the Mayor to hire Infrastructure Solutions Group, LLC for the Engineering to replace the High Service Motor Control Center (MCC Controls) at the Water Treatment Plant and to sign the Work Order for Professional Service in the amount of \$32,500.00.

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

AYE: Councilman Garvin, Karr, Read, Barnett, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

6. Consider and act upon, authorizing the Mayor to sign a Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years. *(Toni Ervin, Chief Financial Officer, Peter Stasiak, City Manager)*

Executive Summary

Staff recommends authorizing the Mayor to sign a Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years.

CFO Ervin addressed the Council regarding the funding of the project to replace the Motor Control Center at the Water Treatment Plant. She explained that First National Bank & Trust had approved the loan offer of \$328,000.00 at an interest rate of 3.45% for four (4) years.

There was no discussion, a motion was made by Vice-Mayor Karr and seconded by Councilman Read to authorize the Mayor to sign a Loan Agreement with First National Bank for the Water Plant Electrical System (MCC Controls) replacement in the amount of \$328,000 for a fixed term of 4 years, and the vote was taken as follows:

AYE: Councilman Karr, Read, Garvin, Barnett, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

7. Discussion and possible action to approve authorization for Mayor Browne and Councilman Garvin to meet with State Representatives Renegar, Condit and Department of Corrections to formally discuss the return of the electric chair of McAlester. (*John Browne, Mayor*)

Executive Summary

Motion to approve the authorization of Mayor Browne and Councilman Garvin to meet with State Representatives Renegar, Condit and Department of Corrections to formally discuss the return of the electric chair to McAlester.

Mayor Browne explained that this was his item and since this was submitted Vice-Mayor Karr had requested that he be a part of the discussions. He added that Senator Boggs would be added to the group also. He explained that they would be sitting down with the State to find out what the State's plans for the Electric Chair were and work toward getting it returned to the City.

Vice-Mayor Karr commented that the prison was in his ward and the Tannehill Museum would be a good place for the Chair to be housed.

Attorney Ervin stated that his office would attend the meeting but also would prepare a packet with the formal history of the Electric Chair.

There was no further discussion, a motion was made by Councilman Garvin and seconded by Vice-Mayor Karr to authorize Mayor Browne, Councilman Garvin and Vice-Mayor Karr to meet with State Representatives Renegar and Condit, State Senator Boggs and Department of Corrections to formally discuss the return of the electric chair to McAlester. The vote was taken as follows:

AYE: Councilman Garvin, Karr, Barnett, Smith, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.



Manager Stasiak informed the Council that the New Business item that had been added to the Council packet would not be addressed and needed to be removed.

### **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.*

1. Consider and act upon, approval of the Taking Shape in Pittsburg County organization to hold their next event, July 16, 2016, at the Stipe Center Pool with the provision that all participants are to sign the attached Waiver & Release Form. *(Peter Stasiak, City Manager)*

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

- Report on activities for the past two weeks.

Manager Stasiak informed the Council that the information, that Vice-Mayor Karr had requested, on the holding ponds at the water plant would be brought to the Council meeting on August 26<sup>th</sup> and hopefully some information on funding mechanisms. He updated the Council on the progress that the canal cleaning crews were making and commented that since this was the first year for the canal cleaning crew they may not get into removing the larger trees but next summer would be able to make more headway in the canals.

Vice-Mayor Karr if the City was using City employees or inmate labor in the canals and did the City expect to get through the entire canal system this year.

Manager Stasiak commented that the City was having problems getting inmate labor and were only using the part-time/summer employees with one (1) full-time supervisor. He added that the canals had been neglected for too long and it would take more than one (1) summer, possibly two (2) or three (3) to get them cleaned out.

Councilman Smith asked if some of the canal cleaning could be done at other times during the year.

Manager Stasiak commented that it probably could if the City had employees that could be freed up from other departments. He continued updating the Council on the Washington Street project. He informed them that it was a 120 day project with a projected completion date of November 18<sup>th</sup>, the Swan Lane project was completed last Friday, the repairs of the residential streets around the "A" Street construction began last week and he would be out of town for the City Manager's Association of Oklahoma Summer Conference in Ada the next two (2) days.

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

Vice-Mayor Karr inquired about the various water leaks around the City and asked if the City needed more manpower to address the problem, when the archery park would be usable, when the grand opening was for the archery park and the bridge for the trail at Mike Deak. Manager Stasiak commented that the City always could use more manpower but the budget was tighter

this year, the city was working on addressing the restroom issue at the archery park and would have the grand opening when that issue was solved and the bridge at the Mike Deak section of the trails system was moving forward.

Councilman Garvin commended the City workers for the work they were doing and the direction that the City was going.

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

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

Mayor Browne commented that he had attended a DEQ award ceremony for Pride In McAlester. He added that this was the second time that Pride In McAlester had received the award. He stated that two (2) McAlester residents had competed nationally in Taekwondo with one (1) receiving a silver medal. He then commented on the recent prayer vigils in McAlester.

### **Recess Council Meeting**

Mayor Browne 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 Councilman Read.

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

AYE: Councilman Smith, Read, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 6:43 P.M.

### **Reconvene Council Meeting**

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

### **Adjournment**

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

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

AYE: Councilman Read, Smith, Barnett, Karr, Garvin & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 6:45 P.M.

ATTEST:

John Browne, Mayor

Karen Boatright, Deputy City Clerk

**CLAIMS FROM**

**July 20, 2016  
Thru  
August 2, 2016**

PACKET : 14415 14427 14435 14449 14457

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	TONI ERVIN	I-201607208831	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-OAPT, US&C SEMINAR	079461	163.64
01-A00026	AT & T LONG DISTANCE					
		I-201607208833	01 -5215315	TELEPHONE UTI UTIL-TEL-LONG DISTANCE	079462	64.00
01-A00028	"A" PLUS LAWN SERVICE					
		I-471888	01 -5542308	CONTRACTED SE CONTRACT MOWING	079509	1,250.00
01-A00043	A.R.K. RAMOS					
		I-104875	01 -5210202	OPERATING SUP MEMORIAL PLAQUE	079510	459.80
01-A00154	PROPHET EQUITY II-B					
		I-PRI1290305	01 -5865312	EQUIPMENT REN STREETS DEPT OFC RENTAL	079511	307.87
01-A00202	ADT SECURITY SERVICES					
		I-595584780	01 -5542308	CONTRACTED SE MO. SECURITY MONITORING	079512	41.99
01-A00267	AIRGAS, INC					
		I-9053247104	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	079514	240.00
		I-9053247265	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	079514	787.43
		I-9053282746	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	079514	220.15
		I-9053282747	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	079514	270.00
		I-9053282748	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	079514	77.35
		I-9053326069	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	079514	94.72
01-A00362	VYVE BROADBAND					
		I-201607208836	01 -5431328	INTERNET SERV UTIL-INT. SVS-FIRE STATION #2	079463	62.95
		I-201607268848	01 -5865328	INTERNET SERV UTIL-INTRNET SVS-CNTRAL GARAGE	079494	83.90
		I-201607268848	01 -5547328	INTERNET SERV UTIL-INTRNET SVS-OAK HILL CEM	079494	62.23
01-A00500	AMERICAN MUNICIPAL SERV					
		I-JUNE 2016	01 -2105	COLLECTION AG COURT COLLECTION FEE-6-2016	079516	6,609.74
01-A00751	ATWOODS					
		C-003216/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079518	7.04-
		I-3215/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079518	96.96
		I-3247/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079518	112.53
		I-3277/9	01 -5547206	CHEMICALS MISC REPAIR & MAINT ITEMS	079518	149.97
01-B00180	UNION IRON WORKS, INC.					
		I-S1935388.001	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079521	3.59
		I-S1939465.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079521	31.93
01-B00263	BILL HOLT					
		I-201608028874	01 -5544308	CONTRACT LABO UMPIRE FEES - 11 GAMES	079522	275.00
01-B00500	BRITTON HACKLER					
		I-071916	01 -5544308	CONTRACT LABO CO-ED LEAGUE AWARDS	079524	195.00

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00503	BROKEN ARROW ELECTRIC S					
	I-S2061499.001	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079525	14.85
	I-S2067751.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079525	155.34
	I-S2068128.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079525	56.63
	I-S2068255.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079525	128.10
	I-S2069076.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079525	40.28
	I-S2070680.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079525	175.90
	I-S2071260.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079525	106.98
01-C00463	CITY MANAGERS ASSOCIATI					
	I-16-00331	01 -5210330	DUES & SUBSCR	CMAO MEMBER FEE RENEWAL	079527	640.00
01-C00646	COMPTON ELECTRIC COMPAN					
	I-1744	01 -5544203	REPAIRS & MAI	ELECTRIC FOR HVAC UNIT	079528	479.62
01-C00667	HESSEL HOLDING CO. dba					
	I-1616826	01 -5865204	SMALL TOOLS	KRYLON MARKING WAND	079529	69.72
01-C00823	COUNTRY MART					
	I-42901316135	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	079530	30.00
01-C00840	CRAWFORD & ASSOCIATES P					
	I-9994	01 -5215302	CONSULTANTS	CONSULT. FEES-FINACE	079531	625.00
01-D00130	DATA FLOW					
	I-22866	01 -5211202	OPERATING SUP	ACCT PAYABLE CHECKS	079532	408.75
01-D00233	DELL SONICWALL SERVICES					
	I-XK12X4C87	01 -5225330	DUES & SUBSCR	ANNUAL LICENSE RENEWAL	079535	1,465.00
01-E00264	ERIK CRENSHAW					
	I-201608028869	01 -5544308	CONTRACT LABO	UMPIRE FEES-16 GAMES	079550	400.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-201608018856	01 -5214302	CONSULTANTS	CONTRACT LEGAL SVS-AUG 2016	079501	3,233.33
01-E00406	EXPRESS EMPLOYMENT PROF					
	I-17587581-4	01 -5212308	CONTRACTED SE	TEMP EMPLOYEE SVS	079551	124.80
01-F00125	FIREHOUSE SOFTWARE - XE					
	I-1281102	01 -5225349	SOFTWARE MAIN	ANNUAL SOFTWARE FEE	079553	1,899.00
01-F00141	WITMER PUBLIC SAFETY GR					
	I-E1436930.004	01 -5431207	CLOTHING ALLO	CLOTHING ALLOWANCE	079554	151.50
01-G00090	GFOAO- GOVT. FINANCE OF					
	I-16-00266	01 -5211331	EMPLOYEE TRAV	FINANCE TRAINING	079557	100.00
01-G00316	GIVENS LAW FIRM, P.C.					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-G00316	GIVENS LAW FIRM, P.C.	continued				
	I-31	01 -5214302	CONSULTANTS	LEGAL FEES-R GREEN	079559	1,650.00
01-G00375	GRAINGER, INC.					
	I-9178722246	01 -5548203	REPAIRS & MAI	PARTS FOR TRAFFIC CONTROL	079560	568.23
01-G00490	GRISSOM IMPLEMENT INC					
	I-572141	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079561	30.96
	I-572963	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079561	214.18
01-I00049	IDEAL CLEANING					
	I-201608018857	01 -5548308	CONTRACTED SE	MONTHLY CLEANING SVS-JULY 2016	079566	1,515.00
	I-201608018857	01 -5548308	CONTRACTED SE	STRIP & WAX FOYER-CITY HALL	079566	375.00
01-I00061	RICOH USA, INC.					
	I-5043566934	01 -5321308	CONTRACTED SE	COPIER MAINT FEES-CID	079567	286.18
01-I00140	INDIAN NATION WHOLESALE					
	I-6527570	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	079569	976.65
	I-6538525	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	079569	750.56
	I-6542019	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	079569	208.92
	I-6542832	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	079569	471.84
	I-6543329	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	079569	73.10
01-J00121	JAMESCO ENTERPRISES, LL					
	I-13847	01 -5215202	OPERATING SUP	JANITORIAL SUPPLIES	079570	216.20
	I-13916	01 -5542203	REPAIRS & MAI	JANITORIAL SUPPLIES	079570	1,128.90
01-K00205	KIAMICHI AUTOMOTIVE WHO					
	I-028137	01 -5431203	REPAIRS & MAI	MISC SUPPLIES	079574	141.44
01-L00380	LOCKE SUPPLY CO.					
	I-29126364-00	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079577	69.42
	I-29131498-00	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079577	172.14
	I-2914119-00	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079577	38.78
	I-29186920-00	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079577	376.40
	I-29207339-00	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079577	38.04
	I-29218626-00	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079577	58.47
01-L00423	LOUIS G VIETTA					
	I-201608028870	01 -5544308	CONTRACT LABO	UMPIRE FEES-26 GAMES	079578	650.00
01-L00428	LOWE'S CREDIT SERVICES					
	I-02117	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	37.44
	I-02133	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	11.18
	I-02149	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	33.46
	I-02174	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	18.70
	I-02189	01 -5865218	STREET REPAIR	MISC REPAIR & MAINT ITEMS	079579	75.98
	I-02522	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	14.22

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-L00428	LOWE'S CREDIT SERVICES	continued				
	I-02564	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	29.43
	I-02671	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	25.81
	I-02953	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	40.62
	I-05670	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079579	26.02
	I-06089	01 -5543202	OPERATING SUP	MISC REPAIR & MAINT ITEMS	079579	47.43
	I-901996A	01 -5543203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079580	7.09
	I-907081	01 -5547203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	079580	16.26
01-L00456	LUKER HEAT & AIR					
	I-103517	01 -5544203	REPAIRS & MAI	REPAIRS TO MERCHANDISER	079581	130.00
01-M00089	MARK EMMONS PHOTOGRAPHY					
	I-1600306	01 -5101319	MISCELLANEOUS	MAYOR PORTRAIT CHANGE	079582	243.80
01-M00280	MEGAPATH CLOUD COMPANY,					
	I-7883253	01 -5215315	TELEPHONE UTI	UTIL-TEL-LONG DISTANCE-7/2016	079495	415.39
01-M00487	MILLER OFFICE EQUIPMENT					
	I-MCA383841	01 -5215312	EQUIPMENT REN	MONTHLY COPIER SERVICES	079583	600.47
01-M00590	MOSS WRECKER SERVICE					
	I-5357	01 -5652319	DEMOLITION	DEMOLITION FEE	079585	4,800.00
	I-5358	01 -5652319	DEMOLITION	DEMOLITION FEE	079585	3,700.00
01-MC0140	MCALESTER PAINT & SUPPL					
	I-00117785	01 -5543206	CHEMICALS	CHEMICALS FOR POOLS	079587	91.69
	I-0016111	01 -5865218	STREET REPAIR	PAINT SPRAYER HOSE	079587	188.91
01-MC0146	PITTSBURG COUNTY EMERGE					
	I-201608018861	01 -5101353	PITTSBURG EME	EMERGENCY MNGMT SVS-AUG 2016	079588	4,166.67
01-MC0226	MC DONALDS RESTURANT					
	I-#27-A	01 -5321202	OPERATING SUP	PRISONER MEALS	079589	15.50
	I-#59-A	01 -5321202	OPERATING SUP	PRISONER MEALS	079589	13.78
01-N00250	MCALESTER NEWS CAPITAL					
	I-300009175ORDER#257	01 -5212317	ADVERTISING &	COUNCIL PUBLICATIONS	079590	15.70
	I-30000917ORDER#2572	01 -5212317	ADVERTISING &	COUNCIL PUBLICATIONS	079590	17.50
01-N00295	NOBLE INDUSTRIAL SUPPLY					
	I-SI-114539	01 -5431203	REPAIRS & MAI	CLEANER FOR FIRE TRU	079596	394.78
01-N00340	BLUE TARP FINANCIAL, IN					
	I-35846016	01 -5865202	OPERATING SUP	PARTS - S4 - STREETS	079597	537.99
01-N00343	NORTHERN SAFETY CO INC					
	I-902024157	01 -5865203	REPAIR & MAIN	MISC. SUPPLIES	079598	647.52
	I-902024157	01 -5865218	STREET REPAIR	MISC. SUPPLIES	079598	174.60



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01-000054	OHD, INC					
		I-48022	01 -5653213	SAFETY EXPENS RESPIRATOR CALIBRATION	079599	790.00
01-000427	OKLA UNIFORM BUILDING C					
		I-JUNE 2016 FEES	01 -5652336	FEES BUILDING PERMIT FEES	079496	124.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-072016-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	079606	2,000.00
01-000610	OTA PIKEPASS CENTER					
		I-20160691173	01 -5542331	EMPLOYEE TRAV TOLL USAGE-PIKEPASS	079607	80.00
01-P00083	PANHANDLE BREATHING AIR					
		I-6602	01 -5431316	REPAIRS & MAI REPAIR SCBA MASK	079609	1,205.00
01-P00210	PEPSI COLA					
		I-#01	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079610	156.00
		I-1782206	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079610	120.00
		I-2	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079610	129.00
01-P00242	PETER STASIAK					
		I-201607208829	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-CMAO SUMMER CONF	079467	76.68
01-P00337	PITTS COUNTY CRIMINAL J					
		I-JUNE 2016	01 -5213335	COUNTY INCARC INCARATION FEES DUE-JUNE 2016	079611	9,064.00
		I-MAY 2016	01 -5213335	COUNTY INCARC INCARERATION FEE-MAY 2016	079611	10,868.00
01-P00340	PITTS. COUNTY ELEC. BOA					
		I-1600317	01 -5101350	ELECTIONS SPEC ELECT FEE-WARD	079612	2,012.50
01-P00451	PURCHASE POWER / PITNEY					
		I-1600129	01 -5215317	POSTAGE POSTAGE/POSTAGE MACHINE	079614	2,106.86
01-P00510	PRO-KIL, INC					
		I-162533	01 -5431316	REPAIRS & MAI PEST CONTROL	079615	96.00
		I-162534	01 -5431316	REPAIRS & MAI PEST CONTROL	079615	96.00
		I-162535	01 -5431316	REPAIRS & MAI PEST CONTROL	079615	96.00
		I-162683	01 -5548203	REPAIRS & MAI PEST CONTROL	079615	196.00
		I-162988	01 -5542308	CONTRACTED SE PEST CONTROL - STIPE	079615	126.00
01-R00549	CLINT W. ROBERTS, DBA R					
		I-1009	01 -5652318	ABATEMENTS ABATEMENT MOWING	079619	762.00
		I-1012	01 -5652318	ABATEMENTS ABATEMENT MOWING	079619	762.00
		I-1013	01 -5652318	ABATEMENTS ABATEMENT MOWING	079619	1,087.00
01-S00184	SECURITY BANK CARD CENT					
		I-201607208837	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-CMAO CONFERENCE	079468	260.00
		I-201607208837	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-BUSINESS LUNCH	079468	46.46
		I-201607208837	01 -5225331	EMPLOYEE TRAV TRAVEL EXP-IT TRAINING	079468	555.95

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00184	SECURITY BANK CARD CENT	continued				
	I-201607208837	01	-5431331	EMPLOYEE TRAV TRAVEL EXP-OSFA CONF & MTGS	079468	593.06
	I-201607208837	01	-5321202	OPERATING SUP OPER SUPPLIES-HEIGHT CHART	079468	322.68
	I-201607208837	01	-5320202	OPERATING EXP OPER SUPPLIES-CHARGERS/CAMERAS	079468	408.50
	I-201607208837	01	-5322207	CLOTHING ALLO CLOTHING ALLOWANCE	079468	103.06
01-S00190	SECURITY SYS. & ENG. IN					
	I-30904	01	-5542308	CONTRACTED SE SEC. MONITORING FEE	079620	120.00
01-S00249	MORGAN STANLEY SMITH BA					
	I-201608018858	01	-5215110	PENSION - DEF PENSION CONTRIBUTION-GENERAL	079621	26,007.00
01-S00290	THE SHERWIN WILLIAMS					
	I-5216-1	01	-5865203	REPAIR & MAIN PAINT GUN MACHINE	079622	240.40
01-S00643	SPECIAL OPS UNIFORMS, I					
	I-770096	01	-5431207	CLOTHING ALLO UNIFORMS-NEW RECRUITS	079624	616.54
	I-770097	01	-5431207	CLOTHING ALLO UNIFORMS-NEW RECRUITS	079624	622.54
01-S00726	STAPLES ADVANTAGE					
	I-3308080043	01	-5215202	OPERATING SUP OFFICE SUPPLIES	079626	944.10
	I-3308080045	01	-5215202	OPERATING SUP OFFICE SUPPLIES	079626	154.92
	I-3308609326	01	-5215202	OPERATING SUP OFFICE SUPPLIES	079626	244.10
	I-3308609327	01	-5215202	OPERATING SUP OFFICE SUPPLIES	079626	7.99
	I-3309216036	01	-5215202	OPERATING SUP OFFICE SUPPLIES	079626	343.56
	I-3309216037	01	-5215202	OPERATING SUP OFFICE SUPPLIES	079626	43.99
	I-3309216039	01	-5215202	OPERATING SUP OFFICE SUPPLIES	079626	9.79
01-T00010	T. H. ROGERS LUMBER CO.					
	I-522064	01	-5865218	STREET REPAIR FORMING MATERIALS	079627	22.71
	I-522120	01	-5865218	STREET REPAIR FORMING MATERIALS	079627	21.15
	I-522319	01	-5865218	STREET REPAIR FORMING MATERIALS	079627	300.89
	I-522404	01	-5865218	STREET REPAIR FORMING MATERIALS	079627	73.60
01-T00429	THOMAS J DAVIS					
	I-201608028873	01	-5544308	CONTRACT LABO UMPIRE FEES - 12 GAMES	079631	300.00
01-T00439	TODD HOUSE					
	I-201608028871	01	-5544308	CONTRACT LABO UMPIRE FEES - 18 GAMES	079632	450.00
01-T00541	TREY STRANGE/TCS DISTRI					
	I-5525-21	01	-5544202	OPERATING SUP CONCESSION SUPPLIES	079633	90.00
01-U00128	UNITED PACKAGING & SHIP					
	I-187451	01	-5431202	OPERATING SUP SHIPPING FEES	079637	35.78
01-V00089	VICARS FURNITURE FACTOR					
	I-16-00384	01	-5210480	CONTINGENCY OFFICE FURNITURE CITY HAL	079639	1,050.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC					
		I-000507	01 -5431202	OPERATING SUP MISC SUPPLIES	079640	34.88
		I-000879	01 -5543202	OPERATING SUP MISC REPAIR & MAINT ITEMS	079640	112.38
		I-001037	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079640	131.06
		I-001777	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079640	53.86
		I-00291	01 -5210202	OPERATING SUP MISC OFFICE SUPPLIES	079640	23.88
		I-00295	01 -5431202	OPERATING SUP MISC SUPPLIES	079640	198.25
		I-007358	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079640	79.93
		I-00906	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079640	77.85
		I-01921	01 -5543202	OPERATING SUP MISC REPAIR & MAINT ITEMS	079640	27.96
		I-03502	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079640	57.08
		I-06153	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079640	30.28
		I-07580	01 -5543202	OPERATING SUP MISC REPAIR & MAINT ITEMS	079640	121.45
		I-07587	01 -5321202	OPERATING SUP MISC OPERATING SUPPL	079640	2.50
		I-08465	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	079640	5.94
01-W00195	WELDON PARTS INC.					
		I-1708865	01 -5431203	REPAIRS & MAI MISC SUPPLIES	079642	137.04
		I-1718153	01 -5431203	REPAIRS & MAI MISC SUPPLIES	079642	6.61
		I-1720036	01 -5431203	REPAIRS & MAI MISC SUPPLIES	079642	11.40
01-W00220	WENDY KENNEDY					
		I-201608028872	01 -5544308	CONTRACT LABO UMPIRE FEES - 13 GAMES	079643	325.00
01-X00039	XL CONSTRUCTION LLC					
		I-1836	01 -5652319	DEMOLITION DEMOLITION FEE	079646	4,800.00
		I-1837	01 -5652319	DEMOLITION DEMOLITION FEE	079646	3,900.00
			FUND	01 GENERAL FUND	TOTAL:	124,586.02

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01-A00154	PROPHET EQUITY II-B					
	I-PRI1286673	02	-5864312	EQUIPMENT REN LANDFILL OFFICE RENT	079511	321.78
01-D00158	DAVID T HARDGRAVE					
	I-4-1701	02	-5973302	CONSULTANTS ( CONSULTANT FEES	079533	1,800.00
01-D00322	DEPT. OF ENVIR. QUALITY					
	I-55195684	02	-5864329	DEQ FEES STORM WATER PERMIT	079537	347.71
	I-55195685	02	-5973329	DEQ FEES STORM WATER PERMITS	079538	347.71
	I-55196166	02	-5973329	DEQ FEES STORM WATER PERMITS	079539	347.71
	I-OE 4532340	02	-5973329	DEQ FEES WASTE WATER LIC EXAM FEE	079540	62.00
	I-OE 4532341	02	-5973329	DEQ FEES WASTE WATER LIC EXAM FEE	079541	62.00
	I-OE 4532353	02	-5975329	DEQ FEES WATER LIC. EXAM FEE	079542	62.00
	I-OE 4532354	02	-5975329	DEQ FEES WATER LIC. EXAM FEE	079543	62.00
	I-OE04532317	02	-5975329	DEQ FEES WATER LIC. EXAM FEES	079544	62.00
	I-OE04532318	02	-5975329	DEQ FEES WATER LIC. EXAM FEES	079545	62.00
	I-OE04532319	02	-5975329	DEQ FEES WATER LIC. EXAM FEES	079546	62.00
	I-OE04532320	02	-5975329	DEQ FEES WATER LIC. EXAM FEES	079547	62.00
01-D00540	DOLESE BROTHERS					
	I-AG16087072	02	-5975218	STREET REPAIR CRUSHER RUN ROCK	079548	995.55
	I-RM16043993	02	-5975218	STREET REPAIR CONCRETE-WATER BREAKS	079548	2,457.00
01-H00016	HD SUPPLY WATERWORKS, L					
	I-F764055	02	-5975235	WATER MAIN RE MAINT & REPAIR ITEMS	079562	745.00
	I-F799144	02	-5975235	WATER MAIN RE MAINT & REPAIR ITEMS	079562	79.00
	I-F825552	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	079562	3,051.76
01-H00075	HARRIS CONSTRUCTION SER					
	I-3663	02	-5975218	STREET REPAIR ROCK HAULING FEE	079563	3,244.35
01-I00020	I B T, INC					
	I-6835880	02	-5973203	REPAIRS & MAI REPAIR PARTS	079565	2,964.34
01-J00338	JOB CONSTRUCTION CO INC					
	I-33505	02	-5975218	STREET REPAIR ASPHALT FOR WATER BRKS	079572	323.96
	I-33506	02	-5975218	STREET REPAIR ASPHALT FOR WATER BRKS	079572	1,075.17
	I-33507	02	-5975218	STREET REPAIR ASPHALT FOR WATER BRKS	079572	707.53
01-K00190	YELLOWHOUSE MACHINERY C					
	I-167745	02	-5975202	OPERATING SUP EXCAVATOR BUCKET	079573	916.00
01-K00210	KIAMICHI ELECTRIC COOP.					
	I-201607208835	02	-5267313	ELECTRIC UTIL UTIL-ELEC-UTM-HEREFORD LANE	079466	674.62
01-L00428	LOWE'S CREDIT SERVICES					
	I-07038	02	-5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	079579	65.47
	I-07094	02	-5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	079579	56.33

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PACKET      : 14415 14427 14435 14449 14457
VENDOR SET: Mult
FUND       : 02      MPWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00343	NORTHERN SAFETY CO INC	I-902024157	02 -5975209	UTILITY MAINT MISC. SUPPLIES	079598	323.76
01-000066	OFMA	I-1638	02 -5871330	DUES & SUBSCR OFMA CONF REGISRATION	079600	425.00
01-000275	OKLA DEPT OF COMMERCE	I-082016-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	079605	1,145.83
01-P00040	PACE ANALYTICAL SERVICE	I-167537393	02 -5973304	LAB TESTING MONTHLY TESTING FEES	079608	137.00
01-P00560	PUBLIC SERVICE/AEP	I-201608028863	02 -5267313	ELECTRIC UTIL ELECT UTIL-MPWA	079616	39,313.20
01-S00184	SECURITY BANK CARD CENT	I-201607208837	02 -5871331	EMPLOYEE TRAV TRAVEL EXP-GIS TRAINING	079468	260.82
01-S00249	MORGAN STANLEY SMITH BA	I-201608018858	02 -5267110	PENSION - DEF PENSION CONTRIBUTION-MPWA	079621	12,769.00
01-S00580	AT & T	I-201607268845	02 -5267315	TELEPHONE UTI UTIL-INTERNET SVS-MPWA	079499	1,435.50
01-T00052	TECHNICAL PROGRAMMING S	I-97331	02 -5216336	FEES UB&C MAILING FEE	079628	51.66
		I-97429	02 -5216336	FEES UB&C MAILING FEE	079628	882.71
		I-97429	02 -5216317	POSTAGE UB&C POSTAGE FEE	079628	1,359.27
01-T00630	TWIN CITIES READY MIX,	I-130108	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS	079634	926.50
		I-130192	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS	079634	387.00
		I-130319	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS	079634	2,180.00
01-U00051	UTILITY SUPPLY CO., INC	I-095654	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	079635	108.00
		I-095655	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	079635	303.60
		I-095656	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	079635	647.23
01-U00128	UNITED PACKAGING & SHIP	I-188283	02 -5973203	REPAIRS & MAI SHIPPING FEES	079637	29.98
				FUND 02 MPWA	TOTAL:	83,703.00

PACKET : 14415 14427 14435 14449 14457

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-55195683	03 -5876329	DEQ FEES STORM WATER PERMIT	079536	347.71
01-F00170	FIRST NATIONAL BANK					
		I-082016-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	079555	5,020.00
01-Q00017	JOSHUA HASS dba QUALITY					
		I-16-00216	03 -5876203	REPAIRS & MAI JANITORIAL SUPPLIES	079617	735.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-201608018858	03 -5876110	PENSION-DEFIN PENSION CONTRIBUTION-AIRPORT	079621	954.00
				FUND 03 AIRPORT AUTHORITY	TOTAL:	7,056.71

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VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201608028866	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	079515	165.00
		I-201608028867	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	079515	118.80
01-E00207	EMMA E. BELLIS					
		I-201608028868	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	079549	91.80
01-G00288	GERALDINE E MALKOWSKI					
		I-201608028864	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	079558	165.00
		I-201608028865	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	079558	100.44
01-S00249	MORGAN STANLEY SMITH BA					
		I-201608018858	08 -5549110	PENSION-DEFIN PENSION CONTRIBUTION-NUTRITION	079621	1,061.00
01-S00580	AT & T					
		I-201607268844	08 -5549315	TELEPHONE UTI UTIL-TELE-NUTRITION	079498	288.50
			FUND	08 NUTRITION	TOTAL:	1,990.54

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REGULAR DEPARTMENT PAYMENT REGISTER  
PACKET : 14415 14427 14435 14449 14457  
VENDOR SET: Mult  
FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00342	THE CAREL CORPORATION	I-10237	09 -5864327	SUB TITLE D E GRND WTR MNTRING-ANNUAL	079630	4,035.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		4,035.00



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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET : 14415 14427 14435 14449 14457

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	I-16275291	27 -5655318	PRINTING MO. COPIER LEASE TOU	079465	71.00
01-F00001	4IMPRINT, INC	I-4789060	27 -5655101	FULL-TIME PAY PROMOTIONAL SUPPLIES-PENS	079552	522.33
01-MC0134	MCALESTER MAIN STREET	I-072016-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	079586	1,250.00
01-O00137	OKLA TOURISM/RECREATION	I-1351-13055	27 -5655214	TOURISM EXPEN TOURISM BROCHURE MAILING -MAY	079602	230.77
01-P00450	PRIDE IN MCALESTER	I-072016-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	079613	2,500.00
01-S00184	SECURITY BANK CARD CENT	I-201607208837	27 -5655331	TRAVEL & TRAI TRAVEL EXP-TOURISM CONF & MTGS	079468	568.87
		I-201607208837	27 -5655317	ADVERTISING ADVERTISING EXP-TOURISM	079468	75.18
01-S00249	MORGAN STANLEY SMITH BA	I-201608018858	27 -5655110	PENSION-DEFIN PENSION CONTRIBUTION-TOURISM	079621	720.00
01-S00726	STAPLES ADVANTAGE	I-3309216035	27 -5655202	OPERATING SUP OFFICE SUPPLIES	079626	39.29
01-T00500	PARROTT COMPANY, LLC	I-201608018860	27 -5655340	OFFICE RENT OFFC. RENT-AUGUST 2016-TOURISM	000000	558.20
			FUND 27	TOURISM FUND	TOTAL:	6,535.64

PACKET : 14415 14427 14435 14449 14457

VENDOR SET: Mult

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00646	COMPTON ELECTRIC COMPAN	I-13160	28 -5654316	REPAIRS & MAI FAN/BREAKER REPAIR	079528	780.62
01-G00490	GRISSOM IMPLEMENT INC	I-571751	28 -5654316	REPAIRS & MAI WEEDEATER LINE	079561	123.63
01-L00428	LOWE'S CREDIT SERVICES	I-07096	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	079579	39.84
		I-07618	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	079580	74.52
01-N00250	MCALESTER NEWS CAPITAL	I-1600082	28 -5654317	ADVERTISING & CHAMBER DIRECTORY AD FEE	079590	300.00
01-000273	OKLA DEPT OF HEALTH	I-LICENSE #61-74575	28 -5654210	CONCESSION SU FOOD SERVICE LICENSE	079603	100.00
01-P00560	PUBLIC SERVICE/AEP	I-201607268846	28 -5654313	ELECTRIC UTIL UTIL-ELEC-EXPO RV PARK	079497	52.01
01-S00249	MORGAN STANLEY SMITH BA	I-201608018858	28 -5654110	PENSION-DEFIN PENSION CONTRIBUTION-EXPO	079621	1,397.00
01-U00109	UNIQUE DISPLAYS - KENNE	I-1600324	28 -5654317	ADVERTISING & ADVERTISING EXPENSE	079636	498.00
			FUND 28 SE EXPO CENTER	TOTAL:		3,365.62

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VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00146	CANADIAN VALLEY TELEPHO	I-201607208834	29 -5324315	TELEPHONE UTI UTIL-TELE-911 CO. TRUNK LINE	079464	113.36
01-S00184	SECURITY BANK CARD CENT	I-201607208837	29 -5324202	OPERATING SUP REFRIGERATOR FOR 911	079468	967.97
01-S00249	MORGAN STANLEY SMITH BA	I-201608018858	29 -5324110	PENSION-DEFIN PENSION CONTRIBUTION-E-911	079621	3,921.00
01-W00392	WINDSTREAM CORPORATION	I-201607268849	29 -5324315	TELEPHONE UTI UTIL-TELE-911 CO TRUNK LINE	079500	456.09
			FUND 29 E-911	TOTAL:		5,458.42

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 PACKET : 14415 14427 14435 14449 14457  
 VENDOR SET: Mult  
 FUND : 30 ECONOMIC DEVELOPMENT

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
	I-64943	30	-5652317	ADVERTISING & BUSINESS CARDS-L ALS	079523	54.00
01-H00016	HD SUPPLY WATERWORKS, L					
	I-F533914	30	-5652350	BUSINESS DEVE HOT TAP FOR FIRE LINE	079562	600.00
01-MC0134	MCALESTER MAIN STREET					
	I-072016-2015-2016	30	-5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	079586	1,250.00
01-O00275	OKLA DEPT OF COMMERCE					
	I-082016-#12248	30	-5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	079604	282.50
01-P00450	PRIDE IN MCALESTER					
	I-072016-2015-2016	30	-5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	079613	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC					
	I-0817	30	-5652302	CONSULTANTS CONSULTING SVS FEE	079618	2,500.00
01-S00184	SECURITY BANK CARD CENT					
	I-201607208837	30	-5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV FRM & MTG	079468	2,310.81
	I-201607208837	30	-5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV FRM & MTG	079468	2,926.62
	I-201607208837	30	-5652331	EMPLOYEE TRAV TRAVEL EXP-ECON DEV FRM & MTG	079468	158.68
01-S00249	MORGAN STANLEY SMITH BA					
	I-201608018858	30	-5652114	PENSION-DEFIN PENSION CONTRIBUTION-ECON DEV	079621	1,226.00
01-T00231	THE SPECTRUM GROUP MEMB					
	I-11039	30	-5211361	DEFENSE CONSU ECON DEV CONSULTANT FEES	079629	6,224.87
	I-11039	30	-5211361	DEFENSE CONSU ECON DEV CONSULTANT FEES	079629	1,175.13
	I-11039	30	-5652302	CONSULTANTS ECON DEV CONSULTANT FEES	079629	1,000.00
	I-11044	30	-5211361	DEFENSE CONSU PROF SVS AGMT/MDSA	079629	1,477.62
	I-30-5211361	30	-5211361	DEFENSE CONSU ECON DEV CONSULTANT FEES	079629	10,713.47
	I-30-5652340	30	-5652340	MCAPP STRATEG ECON DEV CONSULTANT FEES	079629	7,286.53
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	41,686.23

PACKET : 14415 14427 14435 14449 14457

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00154	PROPHET EQUITY II-B					
	I-PR11290306	35	-5862312	EQUIPMENT REN FLEET MAINT OFC RENTAL	079511	307.87
01-A00215	ADVANCE AUTO PARTS					
	C-8117620176382	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	38.47-
	C-8117620376511	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	212.49-
	I-8117619776300	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	118.35
	I-8117620081880	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	64.37
	I-8117620137087	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	6.02
	I-8117620137093	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	95.13
	I-8117620181900	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	41.46
	I-8117620244315	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	6.89
	I-8117620276459	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	246.39
	I-8117620381931	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	223.54
	I-8117620776632	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	25.90
	I-8117620876653	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	71.58
	I-8117620976688	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	3.99
	I-8117620976710	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079513	14.70
01-A00762	ASPHALT ZIPPER, INC					
	I-34989	35	-5862203	REPAIRS & MAI TANK FILTER - S43	079519	392.31
01-B00150	BEALES GOODYEAR TIRES					
	I-1-29107	35	-5862203	REPAIRS & MAI PARTS, ALIGNMENTS, ETC.	079520	15.00
	I-1-29413	35	-5862203	REPAIRS & MAI 2 FIRESTONE TIRES-PK-3	079520	872.00
	I-1-GS29409	35	-5862203	REPAIRS & MAI TIRES FOR CODES VEHICLE	079520	449.12
	I-1-GS29410	35	-5862203	REPAIRS & MAI TIRES FOR U01 VEHICLE	079520	650.64
	I-1-GS29520	35	-5862203	REPAIRS & MAI 4 TIRES FOR PK-19	079520	651.04
01-B00570	BUCK WILSON BODY SHOP I					
	I-13127	35	-5862316	REPAIRS & MAI REPAIRS-UTM 7828-TRUCK	079526	889.80
01-F00305	FRONTIER EQUIP. SALES,					
	I-160712MCAL	35	-5862203	REPAIRS & MAI PARTS-UTM FLUSH TRUCK	079556	314.58
01-G00490	GRISSOM IMPLEMENT INC					
	I-555525	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	079561	123.31
01-J00310	JET TIRE SERVICE					
	I-116145	35	-5862203	REPAIRS & MAI MISC TIRE REPAIRS	079571	73.95
01-K00205	KIAMICHI AUTOMOTIVE WHO					
	I-028060	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	88.71
	I-028115	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	10.99
	I-028187	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	244.18
	I-028240	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	40.71
	I-028246	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	120.87
	I-028267	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	34.23
	I-028302	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	2.65

PACKET : 14415 14427 14435 14449 14457

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-K00205	KIAMICHI AUTOMOTIVE WHO	continued				
	I-028305	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	47.26
	I-028410	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	18.99
	I-028529	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	60.13
	I-028610	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079574	1.94
01-M00543	MONTAGE ENTERPRISES INC					
	I-46506	35	-5862203	REPAIRS & MAI REPAIR PARTS FOR PK-60	079584	53.00
	I-46507	35	-5862203	REPAIRS & MAI REPAIR PARTS FOR PK-60	079584	78.69
01-N00270	NIX AUTO CENTER, INC.					
	I-144060	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079591	81.93
01-N00271	FREEDOM FORD INC					
	I-171295	35	-5862316	REPAIRS & MAI REPAIRS-SR CIT VAN #1	079593	1,831.86
	I-171759	35	-5862203	REPAIRS & MAI PARTS FOR AMBULANCE	079594	3,787.05
	I-172847	35	-5862203	REPAIRS & MAI MISC PARTS & REPAIRS	079595	42.95
01-000075	O'REILLY AUTO PARTS					
	C-0230-394606	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	8.49-
	C-0230-395545	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	180.90-
	C-0230-395983	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	125.00-
	I-0230-379277	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	86.62
	I-0230-394515	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	8.49
	I-0230-394565	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	20.98
	I-0230-395520	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	180.90
	I-0230-395741	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	42.77
	I-0230-395837	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	6.08
	I-0230-395951	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	86.77
	I-0230-396237	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	14.92
	I-0230-396329	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	121.04
	I-0230-397450	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079601	68.80
01-S00184	SECURITY BANK CARD CENT					
	I-201607208837	35	-5862203	REPAIRS & MAI DIAGNOSTIC ADPT FL. MAINT	079468	134.00
01-S00249	MORGAN STANLEY SMITH BA					
	I-201608018858	35	-5862110	PENSION-DEFIN PENSION CONTRIBUTION-FLEET MAI	079621	1,991.00
01-S00710	STANDARD MACHINE LLC					
	I-246583	35	-5862203	REPAIRS & MAI MISC REPAIRS	079625	30.17
01-U00143	UNITED ROTARY BRUSH COR					
	I-CI188608	35	-5862203	REPAIRS & MAI GUTTER BROOM REPLACEMENTS	079638	1,453.07
01-W00195	WELDON PARTS INC.					
	C-1715956-00	35	-5862203	REPAIRS & MAI TRUCK REPAIR PARTS	079642	59.68-
	I-1715266-00	35	-5862203	REPAIRS & MAI TRUCK REPAIR PARTS	079642	280.88

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00267	WHITE STAR MACHINERY AN	I-07141075	35 -5862203	REPAIRS & MAI PARTS FOR BOBCAT	079644	16.69
01-W00269	WHITES TRACTORS	I-309087	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	079645	211.00
		I-309145	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	079645	30.00
			FUND 35	FLEET MAINTENANCE	TOTAL:	16,363.23

```

PACKET      : 14415 14427 14435 14449 14457
VENDOR SET: Mult
FUND        : 41      CIP FUND

```

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
		I-082016-002	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	079517	2,485.55
		I-082016-800150300	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	079517	3,210.15
01-D00217	DEERE CREDIT, INC.					
		I-082016-#0063527	41 -5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	079534	1,140.15
		I-082016-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	079534	1,821.57
01-H00215	HOLLOWAY, UPDIKE AND BE					
	I-STATEMENT #5		41 -5975411	AMI SYSTEM CONSULTANT FEES-AMR-AMI	079564	11,250.00
01-L00021	L & L CONSTRUCTION, INC					
	I-PAYMENT #2		41 -5974404	WTP FILTER WTP FILTER #5 REPLAC	079575	18,335.00
01-L00079	LANDPLAN CONSULTANTS, I					
	I-537.00-20		41 -5652402	TRAILS GRANT CONSULTANT FEE-TRAIL	079576	1,000.00
01-L00456	LUKER HEAT & AIR					
	I-103516		41 -5210480	CONTINGENCY HVAC UNIT FOR CONCESSION	079581	3,475.00
01-N00271	FREEDOM FORD INC					
	I-16-00368		41 -5210480	CONTINGENCY 2017 FORD ESCAPE	079592	20,036.80
01-S00388	SMILES					
	I-160670		41 -5321401	CAPITAL OUTLA OUTFIT PATROL UNITS	079623	5,920.83
01-W00194	WELCH STATE BANK					
		I-082016-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	079641	1,517.90
		I-082016-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	079641	2,555.73
			FUND 41	CIP FUND	TOTAL:	72,748.68



8/03/2016 6:52 AM  
REGULAR DEPARTMENT PAYMENT REGISTER  
PACKET : 14415 14427 14435 14449 14457  
VENDOR SET: Mult  
FUND : 44 TECHNOLOGY FUND

PAGE: 21

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-I00120	TYLER TECHNOLOGIES						
		I-025-161630	44	-5225401	TECHNOLOGY UP PUBLIC SAFETY SOFTWA	079568	4,980.00
01-S00726	STAPLES ADVANTAGE						
		I-3308080044	44	-5225402	SOFTWARE 6 TE COMP. HARDWARE/SOFTWARE	079626	179.99
		I-3308609324	44	-5225402	SOFTWARE 6 TE COMP. HARDWARE/SOFTWARE	079626	139.98
		I-3308609325	44	-5225402	SOFTWARE 6 TE COMP. HARDWARE/SOFTWARE	079626	49.99
		I-3309216033	44	-5225402	SOFTWARE 6 TE COMP. HARDWARE/SOFTWARE	079626	119.99
		I-3309216034	44	-5225402	SOFTWARE 6 TE COMP. HARDWARE/SOFTWARE	079626	25.79
		I-3309216040	44	-5225402	SOFTWARE 6 TE COMP. HARDWARE/SOFTWARE	079626	187.99
			FUND	44	TECHNOLOGY FUND	TOTAL:	5,683.73
REPORT GRAND TOTAL:							373,212.87

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2015-2016	01 -2105	COLLECTION AGENCY 25% (COU	6,609.74						
	01 -5213335	COUNTY INCARCERATION EXPEN	19,932.00	85,228	29,436.00-	Y			
	01 -5214302	CONSULTANTS	1,650.00	97,745	11,728.80				
	01 -5431207	CLOTHING ALLOWANCE	151.50	28,025	2,645.69				
	01 -5542203	REPAIRS & MAINT SUPPLIES	14.85	48,000	802.47				
	01 -5542308	CONTRACTED SERVICES	1,250.00	15,000	1,986.26				
	01 -5543202	OPERATING SUPPLIES	309.22	11,000	4,226.98				
	01 -5544202	OPERATING SUPPLIES	1,317.57	20,000	8,880.79				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	206.04	16,000	2,303.64				
	01 -5865218	STREET REPAIRS & MAINTENAN	188.91	257,000	153.54				
	02 -5975218	STREET REPAIRS & MAINTENAN	2,106.66	95,000	23,763.61				
	09 -5864327	SUB TITLE D EXPENSE	4,035.00	80,000	23,643.28				
	27 -5655214	TOURISM EXPENSE	230.77	34,500	1,610.51				
	30 -5211361	DEFENSE CONSULTANT SERVICE	19,591.09	29,000	102.29				
	30 -5652302	CONSULTANTS	1,000.00	115,000	72,815.00				
	30 -5652340	MCAPP STRATEGIC PLAN PROJE	7,286.53	260,000	0.00				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	255.00	240,000	35,409.08				
	35 -5862316	REPAIRS & MAINTENANCE	1,831.86	40,038	15,327.63				
	41 -5321401	CAPITAL OUTLAY	5,920.83	208,045	185.07				
**	2015-2016 YEAR TOTALS	**	73,887.57						
2016-2017	01 -5101319	MISCELLANEOUS	243.80	500	256.20				
	01 -5101350	ELECTIONS	2,012.50	5,000	1,500.00-	Y			
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	41,666.66				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	22,000.00				
	01 -5210202	OPERATING SUPPLIES	483.68	2,500	1,740.20				
	01 -5210330	DUES & SUBSCRIPTIONS	640.00	3,300	1,515.81				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	76.68	6,700	6,287.48				
	01 -5210480	CONTINGENCY	1,050.00	25,000	16,899.00				
	01 -5211202	OPERATING SUPPLIES	408.75	2,000	1,591.25				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	570.10	5,500	4,829.90				
	01 -5212308	CONTRACTED SERVICES	124.80	1,560	475.20				
	01 -5212317	ADVERTISING & PRINTING	33.20	2,500	2,000.00				
	01 -5214302	CONSULTANTS	3,233.33	70,000	52,533.34				
	01 -5215110	PENSION - DEFINED BENEFIT	26,007.00	312,088	286,081.00				
	01 -5215202	OPERATING SUPPLIES	1,964.65	29,052	18,816.91				
	01 -5215302	CONSULTANTS	625.00	35,000	20,000.00				
	01 -5215312	EQUIPMENT RENTALS	600.47	30,900	6,100.00				
	01 -5215315	TELEPHONE UTILITY	479.39	38,000	30,438.25				
	01 -5215317	POSTAGE	2,106.86	10,000	5,000.00				
	01 -5225330	DUES & SUBSCRIPTIONS	1,465.00	1,500	35.00				
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	555.95	6,500	5,944.05				
	01 -5225349	SOFTWARE MAINTENANCE	1,899.00	72,000	16,644.93				
	01 -5320202	OPERATING EXPENSE	408.50	2,850	2,241.50				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5321202	OPERATING SUPPLIES	354.46	11,875	9,188.01				
01	-5321308	CONTRACTED SERVICES	286.18	7,000	4,820.00				
01	-5322207	CLOTHING ALLOWANCE	103.06	250	146.94				
01	-5431202	OPERATING SUPPLIES	268.91	15,100	13,300.00				
01	-5431203	REPAIRS & MAINT SUPPLIES	691.27	7,075	5,480.22				
01	-5431207	CLOTHING ALLOWANCE	1,239.08	23,025	4,235.92				
01	-5431316	REPAIRS & MAINTENANCE	1,493.00	3,325	1,695.00				
01	-5431328	INTERNET SERVICE	62.95	2,351	2,225.10				
01	-5431331	EMPLOYEE TRAVEL & TRAININ	593.06	10,000	8,646.94				
01	-5542203	REPAIRS & MAINT SUPPLIES	2,019.09	40,850	25,995.18				
01	-5542308	CONTRACTED SERVICES	287.99	14,000	4,216.00				
01	-5542331	EMPLOYEE TRAVEL & TRAININ	80.00	3,000	1,365.28				
01	-5543203	REPAIRS & MAINT SUPPLIES	7.09	10,400	3,696.56				
01	-5543206	CHEMICALS	91.69	16,000	9,030.27				
01	-5544202	OPERATING SUPPLIES	2,124.50	17,100	11,728.19				
01	-5544203	REPAIRS & MAINTENANCE SUPP	609.62	13,480	9,806.11				
01	-5544308	CONTRACT LABOR	2,595.00	15,000	10,420.00				
01	-5547203	REPAIRS & MAINT SUPPLIES	16.26	11,400	7,920.00				
01	-5547206	CHEMICALS	149.97	1,300	1,150.03				
01	-5547328	INTERNET SERVICE	62.23	740	677.77				
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,804.47	36,500	27,623.62				
01	-5548308	CONTRACTED SERVICES-CLEANI	1,890.00	22,000	20,110.00				
01	-5652318	ABATEMENTS	2,611.00	15,000	12,389.00				
01	-5652319	DEMOLITION	17,200.00	55,000	33,300.00				
01	-5652336	FEES	124.00	1,800	1,400.00				
01	-5653213	SAFETY EXPENSE	2,479.65	25,500	19,920.35				
01	-5865202	OPERATING SUPPLIES	537.99	1,140	602.01				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	887.92	44,025	42,637.08				
01	-5865204	SMALL TOOLS	69.72	1,200	1,130.28				
01	-5865218	STREET REPAIRS & MAINTENAN	668.93	235,000	119,437.71				
01	-5865312	EQUIPMENT RENTALS	307.87	0	3,694.44	- Y			
01	-5865328	INTERNET SERVICE	83.90	1,910	1,750.14				
02	-5216317	POSTAGE	1,359.27	32,000	30,640.73				
02	-5216336	FEES	934.37	24,100	22,579.31				
02	-5267110	PENSION - DEFINED BENEFIT	12,769.00	153,238	140,469.00				
02	-5267313	ELECTRIC UTILITY	39,987.82	423,835	383,847.18				
02	-5267315	TELEPHONE UTILITY	1,435.50	109,575	101,088.86				
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	11,458.34				
02	-5864312	EQUIPMENT RENTALS	321.78	13,750	9,888.64				
02	-5864329	DEQ FEES	347.71	1,000	452.29				
02	-5871330	DUES & SUBSCRIPTIONS	425.00	1,300	875.00				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	260.82	3,000	2,739.18				
02	-5973203	REPAIRS & MAINT SUPPLIES	2,994.32	40,500	26,235.66				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,800.00	21,600	0.00				
02	-5973304	LAB TESTING	137.00	32,100	28,300.00				

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
02	-5973329	DEQ FEES	819.42	25,000	24,180.58				
02	-5975202	OPERATING SUPPLIES	916.00	2,565	1,649.00				
02	-5975209	UTILITY MAINTENANCE SUPP.	4,556.15	84,000	60,142.84				
02	-5975218	STREET REPAIRS & MAINTENAN	10,190.40	95,000	57,767.43				
02	-5975235	WATER MAIN REPAIR	824.00	40,000	39,176.00				
02	-5975329	DEQ FEES	372.00	2,000	1,628.00				
03	-5876110	PENSION-DEFINED BENEFIT	954.00	11,448	10,494.00				
03	-5876203	REPAIRS & MAINT SUPPLIES	735.00	1,900	1,165.00				
03	-5876329	DEQ FEES	347.71	700	352.29				
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	50,200.00				
08	-5549110	PENSION-DEFINED BENEFIT	1,061.00	12,734	11,673.00				
08	-5549308	CONTRACT SERVICES	641.04	15,500	14,193.08				
08	-5549315	TELEPHONE UTILITY	288.50	4,610	4,237.47				
27	-5655101	FULL-TIME PAYROLL	522.33	72,615	67,360.83				
27	-5655110	PENSION-DEFINED BENEFIT	720.00	8,645	7,925.00				
27	-5655202	OPERATING SUPPLIES	39.29	2,500	2,260.71				
27	-5655317	ADVERTISING	75.18	30,000	28,832.82				
27	-5655318	PRINTING	71.00	15,000	12,100.00				
27	-5655331	TRAVEL & TRAINING	568.87	4,000	3,371.13				
27	-5655340	OFFICE RENT	558.20	6,700	5,583.60				
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	27,500.00				
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	13,750.00				
28	-5654110	PENSION-DEFINED BENEFIT	1,397.00	16,766	15,369.00				
28	-5654203	REPAIR & MAINT SUPPLIES	114.36	20,000	16,750.00				
28	-5654210	CONCESSION SUPPLIES	100.00	25,000	22,400.00				
28	-5654313	ELECTRIC UTILITY	52.01	72,000	71,947.99				
28	-5654316	REPAIRS & MAINTENANCE	904.25	35,000	33,655.75				
28	-5654317	ADVERTISING & PRINTING	798.00	6,000	5,202.00				
29	-5324110	PENSION-DEFINED BENEFIT	3,921.00	47,060	43,139.00				
29	-5324202	OPERATING SUPPLIES	967.97	5,000	3,432.03				
29	-5324315	TELEPHONE UTILITY	569.45	98,015	89,985.47				
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	27,500.00				
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	13,750.00				
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,825.00				
30	-5652114	PENSION-DEFINED CONTRIBUTI	1,226.00	6,193	4,512.29				
30	-5652302	CONSULTANTS	2,500.00	115,000	79,085.00				
30	-5652317	ADVERTISING & PRINTING	54.00	12,000	11,946.00				
30	-5652331	EMPLOYEE TRAVEL & TRAINING	5,396.11	25,000	19,603.89				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	600.00	24,600	24,000.00				
35	-5862110	PENSION-DEFINED BENEFIT	1,991.00	23,896	21,905.00				
35	-5862203	REPAIRS & MAINTENANCE SUPP	11,087.70	226,845	189,800.00				
35	-5862312	EQUIPMENT RENTALS	307.87	0	3,694.47-	Y			
35	-5862316	REPAIRS & MAINTENANCE	889.80	30,000	29,110.20				
41	-5210480	CONTINGENCY	23,511.80	75,000	47,268.20				
41	-5652402	TRAILS GRANT PROJECT	1,000.00	0	13,055.00-	Y			

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	41 -5862401	CAPITAL OUTLAY	5,695.70	66,985	55,593.60				
	41 -5865510	LEASE PAYMENTS	7,035.35	101,825	87,754.30				
	41 -5974404	WTP FILTER	18,335.00	0	60,000.35-	Y			
	41 -5975411	AMI SYSTEM	11,250.00	0	30,000.00-	Y			
	44 -5225401	TECHNOLOGY UPGRADES	4,980.00	144,000	35,715.00				
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	703.73	50,000	49,296.27				
	** 2016-2017 YEAR TOTALS **		299,325.30						

NO ERRORS

\*\* END OF REPORT \*\*

FUND	PERIOD	AMOUNT
01	8/2016	124,586.02
02	8/2016	83,703.05
03	8/2016	7,056.71
05	8/2016	0.00
08	8/2016	1,990.54
09	8/2016	4,035.00
11	8/2016	0.00
16	8/2016	0.00
24	8/2016	0.00
26	8/2016	0.00
27	8/2016	6,535.64
28	8/2016	3,365.62
29	8/2016	5,458.42
30	8/2016	41,686.23
32	8/2016	0.00
33	8/2016	0.00
35	8/2016	16,363.23
36	8/2016	0.00
38	8/2016	0.00
41	8/2016	72,748.68
42	8/2016	0.00
44	8/2016	5,683.73
46	8/2016	0.00
		373,212.87
		373,212.87



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>August 9, 2016</u>	Item Number:	<u>Consent Agenda C</u>
Department:	<u>City Council</u>		
	<u>Leroy D. Alsup for</u>		
Prepared By:	<u>Pete Stasiak</u>	Account Code:	<u></u>
Date Prepared:	<u>August 2, 2016</u>	Budgeted Amount:	<u>\$3,000</u>
		Exhibits:	<u>None</u>

### Subject

Consideration and action to authorize the expenditure of \$3,000.00 of City Funds for the Mayor to attend the McAlester Stampede in Washington D.C. on September 19, 2016 through September 23, 2016.

### Recommendation

Motion to approve and to authorize the expenditure of \$3,000.00 of City Funds for the Mayor to attend the McAlester Stampede in Washington D.C. on September 19, 2016 through September 23, 2016.

### Discussion

### Approved By

Initial

Date

Department Head

L. Alsup

08/02/2016

City Manager

P. Stasiak

*[Signature]*

8/4/16



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** Consent Agenda D  
**Department:** \_\_\_\_\_  
**Prepared By:** Gary Wansick, Police Chief **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 2, 2016 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 1

### Subject

Consider and act upon, authorizing the Mayor to sign a Campus Police Agreement between the Board of Education for the McAlester School District and the City of McAlester.

### Recommendation

Staff recommendation is to authorize the Mayor to sign the Campus Police Agreement between the Board of Education for the McAlester School District and the City of McAlester.

### Discussion

### Approved By

**Department Head**  
**City Manager**

P. Stasiak

*Initial*

*Date*

W. L. Stasiak

8/4/16



RECEIVED  
JUL 21 2016  
IN CITY CLERK'S OFFICE

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

THIS AGREEMENT made and entered into on this 13<sup>th</sup> day of June, 2016, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

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

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

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

NOW, THEREFORE, District and City agree as follows:

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

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

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


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

IN WITNESS WHEREOF, the parties have set their hand and seals this 13<sup>th</sup> day of June, 2016.

INDEPENDENT SCHOOL DISTRICT NO. 80  
OF PITTSBURG COUNTY, OKLAHOMA

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Clerk

THE CITY OF MCALESTER, OKLAHOMA,  
A municipal corporation

\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** Consent Agenda E  
**Department:** \_\_\_\_\_  
**Prepared By:** Cora Middleton, City Clerk **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 2, 2016 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 1

### Subject

Consider and act upon, authorizing the Mayor to sign an agreement for one year between the City of McAlester and McAlester Regional Health Center Authority for the full use of the MRHC's Wellness Center.

### Recommendation

Staff recommendation is to authorize the Mayor to sign the agreement between the City of McAlester and McAlester Regional Health Center Authority for the full use of the MRHC's Wellness Center.

### Discussion

### Approved By

**Department Head**  
**City Manager**

P. Stasiak

*Initial*

*Date*

*P. Stasiak*

8/4/16

## CLIENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of July, 2016 (the "Effective Date"), by and between the City of McAlester (the "Client"), and McAlester Regional Health Center Authority ("MRHC"), an Oklahoma Public Trust, with reference to the following circumstances.

1. Description of Services: With this Agreement, the Client's employees will be entitled to the full use of MRHC's Wellness Center. This includes the following:
  - a. Personal Fitness Trainers, individual, 20, 30, or 60 minute monthly coaching sessions;
  - b. Certified instructors for the following classes;
    - i. Low and high impact aerobics;
    - ii. Yoga;
    - iii. Pilates;
    - iv. Tai Chi;
    - v. Zumba;
    - vi. Core Pole; and
    - vii. Ball classes.
  - c. Four (4) types of water aerobics classes;
  - d. Therapy pool access and water jet whirlpool relaxation area;
  - e. Aerobic pool;
  - f. Fitness equipment including but not limited to;
    - i. Treadmills,
    - ii. Stationary bikes;
    - iii. Stair steps;
    - iv. Elliptical cross trainers;
    - v. Weight machines;
    - vi. Free weight area; and
    - vii. Mondo indoor walking track.
  - g. Personal Facilities Include
    - i. Private showers, dressing areas, lockers, hair dryers, and bathing suit dryers; and
    - ii. Free coffee, tea, healthy foods, and snacks for purchase in gathering area.
2. Payment:
  - a. Client agrees to pay for the use of MRHC's Wellness Center facility by all City Employees for an annual fee of \$3000.00 paid by the Client to MRHC within 30 days of the Effective Date.
  - b. Said fee will allow all client employees to join the Wellness Center at the individual rate of \$15.00 per month. This applies to the Client's individual employee only. Each employee will pay their individual monthly fee directly to the Wellness Center. The Wellness Center's onetime assessment fee of \$25.00 per person will be waived. All standard additional fees will apply to accounts where the Client's employees want to add family members and additional services.
3. Term and Termination
  - a. This Agreement shall last for one (1) year from the Effective Date. This Agreement shall automatically renew unless either party notifies the other of their intent to terminate this Agreement in writing at least thirty (30) days prior to the renewal period.

- b. This Agreement may be terminated by either party without cause by providing ninety (90) day notice in writing of their intent to no longer be bound by the terms of this Agreement.
4. Governance: This Agreement shall be governed by the laws of the State of Oklahoma and the parties agree that the venue for any dispute resulting from or relating to this Agreement shall be the Pittsburg County, Oklahoma.
5. Modification: Any modification of the terms of this Agreement shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of McAlester

McAlester Regional Health Center Authority

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
David Keith, CEO



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** Consent Agenda F  
**Department:** Lacey Sudderth, Executive  
**Prepared By:** Director **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 2, 2016 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 1

### Subject

Accept and place on file the McAlester Main Street Annual Performance Report for FY 2015-2016.

### Recommendation

Staff recommendation is to accept and place on file the Annual Performance Report for McAlester Main Street for FY 2015-2016.

### Discussion

### Approved By

*Initial*

*Date*

**Department Head**  
**City Manager**

P. Stasiak

*[Signature]*

*8/4/16*



# McALESTER MAIN STREET

☞ From Old Town to Downtown ☛

## **Annual Performance Report for the City of McAlester July 2015 – June 2016**

Prepared on July 29, 2016





## **Board of Directors, Staff, & Committees**

### **Board of Directors**

Carl Gullick, President  
Nicole Stufflebean, Vice President  
Amber Young, Secretary  
Chris Good, Treasurer  
Kathy Crowl  
Lee Anderson  
Billy Ray Holt  
Twyla Kelley  
Brenda Baxter  
Rachael Sellmeyer  
Christi John

### **Executive Director**

Lacey Sudderth

### **Organization Committee**

Twyla Kelley, Chair  
Amber Young  
Nicole Stufflebean  
Brenda Baxter  
Christi John  
Rachael Sellmeyer

### **Design Committee**

Kristen Lloyd, Chair  
Micky Lloyd  
Adam Gronwald  
Karl Scifres  
Kindra Williams Riddell  
Ginny Webb

### **Promotion Committee**

Brenda Baxter, Chair  
Twyla Kelley  
Nicole Stufflebean  
Christi John

### **Economic Reconstruction**

Lee Anderson, Chair

Rebekah Kelton

Carl Gullick

Kirk Ridenour

## **Members & Sponsors**

### **Members**

Diamond Trophy & Engraving

Dottie's Children's Boutique

Jet Tire

McAlester Chamber of Commerce

Pride In McAlester

The Weekly Bargain Journal;

The Yellow Gazebo

Walter Bethune, CPA

Whistle-Stop Bistro

Buffalo Gals Antiques

JJ McAlester Antiques

Lucy's Two

PSO

SOFA Art Gallery

The Grand Event Center

The Art Spot OK

Creative Design Works

Common Roots Mercantile

Custom Framing

Rockn R Antiques

Shelly's Antiques

Polar Bear Stores

Harper and Grey House

Lion's Club

### **Platinum Sponsors**

City of McAlester

### **Gold Sponsors**

McAlester Radio

The Bank NA

### **Silver Sponsors**

BancFirst

First National Bank

Choctaw Nation

**Friends of Main Street**

Carl Gullick  
Stephanie Giacomo  
Kathy Wall  
Amy Johns  
Greg McCann  
Kirk Ridenour  
Lee Anderson  
Michael W. Cathy  
Kathy Crowl  
Joel Kerns

## **State of the Program**

### **Organization**

The Organization committee works very hard to raise funds through special fundraising events and membership drives.

In July, Main Street partnered with Old Town Association for the Red, White, and Blue Holiday bake sale located at the Whistle-Stop Bistro in Old Town, raising \$50.00 for McAlester Main Street.

In June, Main Street began the Membership Drive to raise awareness of the program. Four new members were introduced through the efforts of the Director and Board of Directors and the help of McAlester Tourism, Rockn R Antiques, Shelly's Antiques, Custom Framing and the Polar Bear Store are now proud new members of McAlester Main Street raising a total of \$600.00 in new yearly membership dues.

Main Street Volunteers worked a total of 362 hours this year.

### **Design**

The Design Committee works together to find ways beautify Choctaw Ave and maintain the potted plants and mobile parklet.

Main Street continues to maintain the potted plants Downtown and water the mobile parklet three times per week.

### **Promotion**

The Promotion Committee works hard to raise awareness of our Downtown and Old Town through promotional activities to bring customers to the area.

In August, Main Street held the annual Crazy Day Sales in conjunction with the tax free holiday weekend. Businesses opened at 8 a.m. and held special sales all day long. Items were placed on

the side walk to help draw more attention as well as the theme “Sales Are Outta This World” with the Downtown decorated in space theme and even some store owners dressed for the occasion.

In August, Main Street partnered with McAlester Arts & Humanities, Pride in McAlester, to host the fourth annual CultureFest in Downtown McAlester. Main Street member businesses participated in the Passport Activity which educated the children on different countries and traditions as well as bringing the children and parents into the stores to shop.

In September, downtown was filled with an estimated 2,000 attendees for the Fall Cruise Night. With the tremendous efforts of Pam Kirby, this event had attractions for all ages. Southern Breeze Band played on the corner of 2<sup>nd</sup> and Choctaw, food vendors lined the streets.

In October, Main Street co-hosted the Wild West Festival with Old Town Association that brought in thousands of people into the Old Town District to shop and dine. The event had activities for both adults and children, live music, food vendors, arts & crafts, and a tour of the Tannehill Museum. This is a great promotional and image building event for our Old Town district.

On November 11<sup>th</sup>, McAlester Main Street teamed up with McAlester Tourism to plan and host the 1<sup>st</sup> Annual Veteran’s Day Parade. The parade was held at 6:00 p.m. on Veterans Day. Hundreds of families came to downtown Choctaw Ave to honor the Veterans. Several businesses and non-profits created floats in Red, White, and Blue to honor them as well. McAlester Public Schools had the children sing songs to the Veterans on the bandstand at the conclusion of the parade. Overall, the event was a success and we hope to continue every year.

McAlester Main Street promoted the 1<sup>st</sup> annual Eyecatcher International Film Festival held on November 12-15 at the Grand Event Center downtown and at the Whistle-Stop Bistro in Old Town. This event brings in out of town film makers and other guests who may have not visited McAlester otherwise.

McAlester Main Street partnered with American Express to host Small-Business Saturday on November 28<sup>th</sup>. McAlester Main Street businesses were given complimentary items provided by American Express to help promote their inventory and promoting the importance of shopping local. Many shoppers came to visit downtown and Old Town to show their love of Small Business Saturday!

The Festival of Trees held in November hosted by the International Rainbow for Girls showcases trees decorated and donated by local businesses and non-profits. McAlester Main Street decorated a tree to represent Shopping Local and each ornament represented a small business and Main Street member.

On Saturday December 5<sup>th</sup> store owners in the Downtown district hosted the 2<sup>nd</sup> Annual Cookie Tour. Each store owner provided 4 dozen cookies that were given away to costumers as they shop.

On December 22<sup>nd</sup> McAlester Main Street promoted the Annual Downtown Drawing by encouraging shoppers to “Beat the Clock” and get their \$10,000 drawing tickets from Main Street businesses before time ran out. Store owners ran out of tickets by noon that day and were pleased at the response this simple promotional activity had.

Last January, Main Street began the first “Lunch Bunch” which welcomes anyone to attend and helps to show our Main Street member restaurants that we support them and want to help bring in a big lunch crowd. Main Street continues to host this event every month in one of our three Main Street member restaurants.

Kelly Yadon and Tamara Price from Oklahoma Main Street came in March for a social media workshop hosted at the Aldridge Hotel with an attendance of 12 business owners. The workshop helped several businesses create Facebook and Instagram pages that have helped promote their small businesses tremendously.

### **Economic Reconstructing**

The Economic Reconstructing Committee works hard to bring in new business to our Downtown and Old Town districts to help fill vacant properties.

Main Street is also putting together a new and improved Shopping and Dining Guide to be handed out to businesses and hotels throughout McAlester, knowing that hundreds of people stay evenings in hotels, the guides will direct them and their families to both our districts.

### **Major Activities**

Through the first 11 months during the fiscal year Main Street raised \$24,276 from all sources, excluding the City of McAlester, which is a 37.6% increase from 2014-15 fiscal year. Membership continues to increase and Main Street saw a 16% increase in membership in 2016.

Main Street hosted the annual Trick or Treat Party in the Street, a Halloween carnival held in Downtown McAlester. McAlester Main Street businesses hosted carnival games for the children and an all ages costume contest judged by Miss McAlester. This event was our largest turn-out thus far, raising a total of \$2,211.50 for Main Street.

In October, Old Town Association and Main Street partnered with the City of McAlester to install a beautiful pocket park located in Historic Old Town just before the Wild West Festival. This pocket park was a great example of how to repurpose vacant space to allow shoppers in the Old Town district a place to sit and relax and enjoy the Old Town atmosphere.

In December, McAlester Main Street hosted a Children’s Art Walk that showcased art drawn by children in our community and surrounding communities that were entered into our Christmas Card contest during Christmas on the Hill. This art walk event lasted a week and Main Street member businesses displayed the art in their stores. The Art Walk event was promotional tool to bring families to downtown and Old Town to admire the children’s art.

In December, Main Street hosted the Annual Christmas Parade which brought in thousands of people Downtown. The parade theme this year was “I believe in..” We wanted to highlight the

theme Believe In McAlester. Several businesses and non-profits participated and thousands of spectators enjoyed watching the floats pass by.

McAlester Main Street began a new fundraiser at the American Legion this year. Bingo Night was held on May 12<sup>th</sup> and with donations from several local businesses we were able to have many great prizes. This event raised \$1,184.50 for McAlester Main Street and we look forward to raising even more money next year.

Main Street finished working on a *streetscape design plan* that was presented to the City of McAlester to improve intersections of 1<sup>st</sup> and Choctaw and 2<sup>nd</sup> and Choctaw Ave. The Infrastructure Solutions Group conducted an Opinion of Probable Construction Cost for all of Choctaw Ave estimating a total cost around \$250,000 per block to improve the overall streetscape of Choctaw Ave. McAlester Main Street is still currently finding ways to raise these numbers of funds so work can begin.



**McALESTER  
MAIN STREET**  
From Old Town to Downtown

## **Objectives & Tactics**

Fiscal Year 2016-2017

### **Design**

Maintain the parklet and pocket park in Old Town and downtown

Conduct a fundraising campaign for a Master Streetscape plan

*McAlester Main Street is still seeking funding for a Master Streetscape plan. Our goal is to raise \$25,000 in private funding by the end of the next fiscal year.*

### **Economic Reconstruction**

Implement business recruitment program for vacant buildings Downtown.

*McAlester Main Street created a Downtown Business Recruitment Packet to be distributed by the Economic Restructuring Committee.*

Work with the City of McAlester to find use for the underground tunnel system to attract tourist.

### **Organization**

Generate \$12,000 through membership dues and \$8,000 through fundraising activities

*McAlester Main Street anticipates reaching this membership goal with our Board Members membership drive coming this summer.*

Host or Co-host Cruise Night, Main Street Banquet, Bingo Night, and Trick or Treat Party in the Street

Obtain a 501(c)3 status

### **Promotion**

Host or Co-host Crazy Days, CultureFest, and the Christmas Parade.

Work with Christmas on the Hill committee to expand the event to Downtown to directly benefit Main Street Merchants.

Continue to expand marketing efforts for our Main Street member businesses

Assist with Wild West Festival

Finish the process to install way finding signage for both districts

Create a new website

## McAlester Main Street Budget FY 2016-2017

<b>Salary and Wages</b>		
Base Salary	26,200	
Taxes/benefits	4,413	
<b>Office Expenses</b>		
Rent & Utilities	2,198	
Equipment	200	
Office Supplies	500	
Telephone/Internet	1,800	
Car Allowance	1,200	
Contingency	250	
Accounting Services		5,575
<b>Professional Development</b>		
Conference/Travel	3,500	
<b>Other Expenses</b>		
Printing/Publications	700	
Promotion/Advertising	2,000	
CultureFest	1,500	
Postage	200	
Insurance	1,631	
Membership Dues	450	
Other Expenses	206	
<b>Committee Expenses</b>		
Executive Committee	150	
Fundraising/Membership	1,700	
Promotion	1,500	
Design	2,000	
Economic Restructuring	702	
<b>Total Expenses</b>	<b>53,000</b>	<b>5,575</b>
<b>Revenue</b>		
City of McAlester	30,000	
Membership	14,000	
Fundraising	9,000	
	53,000	5,575
<b>Total Budget</b>		<b>58,575</b>
<i>% City funded</i>		<i>51.22</i>



McAlester Main Street 2014-2015 Budget	Year End Actual	Yearly Budget
<b>Revenue</b>		
In-Kind ( accounting)	\$ 7,104.00	\$ 5,575.00
Fundraiser	\$ 4,598.68	\$ 9,000.00
Interest Income	\$ 20.90	\$ 0
McAlester City Contract	\$ 29,783.17	\$ 30,000.00
Membership	\$ 13,020.04	\$ 14,000
<b>Total Revenue</b>	\$ 54,526.79	\$ 58,575.00
<b>Operating Expenses</b>		
Advertising	\$ 1,520.26	\$ 7,450.92
Insurance	\$ 2,454.00	\$ 2,131.00
In Kind (accounting)	\$ 7,104.00	\$ 5,575.00
Office Supplies	\$ 486.94	\$ 500.00
Payroll and Expenses	\$ 30,359.70	\$ 29,720.08
Travel Expenses	\$ 2,201.61	\$ 3,500.00
Website	\$ 234.27	\$ 1,800.00
Rent for New Office 119 E Choctaw Ave	\$ 2,086.08	\$ \$2,198.00
Committee Expenses	\$ 1,007.80	\$ 5,450.00
Contingency	\$ 0	\$ 250.00
Fundraising Downtown	\$ 3,899.28	\$ 0
<b>Total Expenses</b>	\$ 51,353.94	\$ 58,575.00
<b>Net Income</b>	\$ 3,172.85	\$ 0
<b>Cash Assets (Actual cash in bank + \$100 petty cash in drawer)</b>	\$ 16,205.94	



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** Consent Agenda G  
**Department:** Stephanie Giacomo,  
**Prepared By:** Executive Director **Account Code:**                       
**Date Prepared:** August 2, 2016 **Budgeted Amount:**                       
**Exhibits:** 1

### Subject

Accept and place on file the Pride in McAlester Annual Performance Report for FY 2015-2016.

### Recommendation

Staff recommendation is to accept and place on file the Annual Performance Report for Pride in McAlester for FY 2015-2016.

### Discussion

### Approved By

**Department Head**  
**City Manager**

P. Stasiak

*Initial*

*Date*

*P. Stasiak*

*8/4/16*

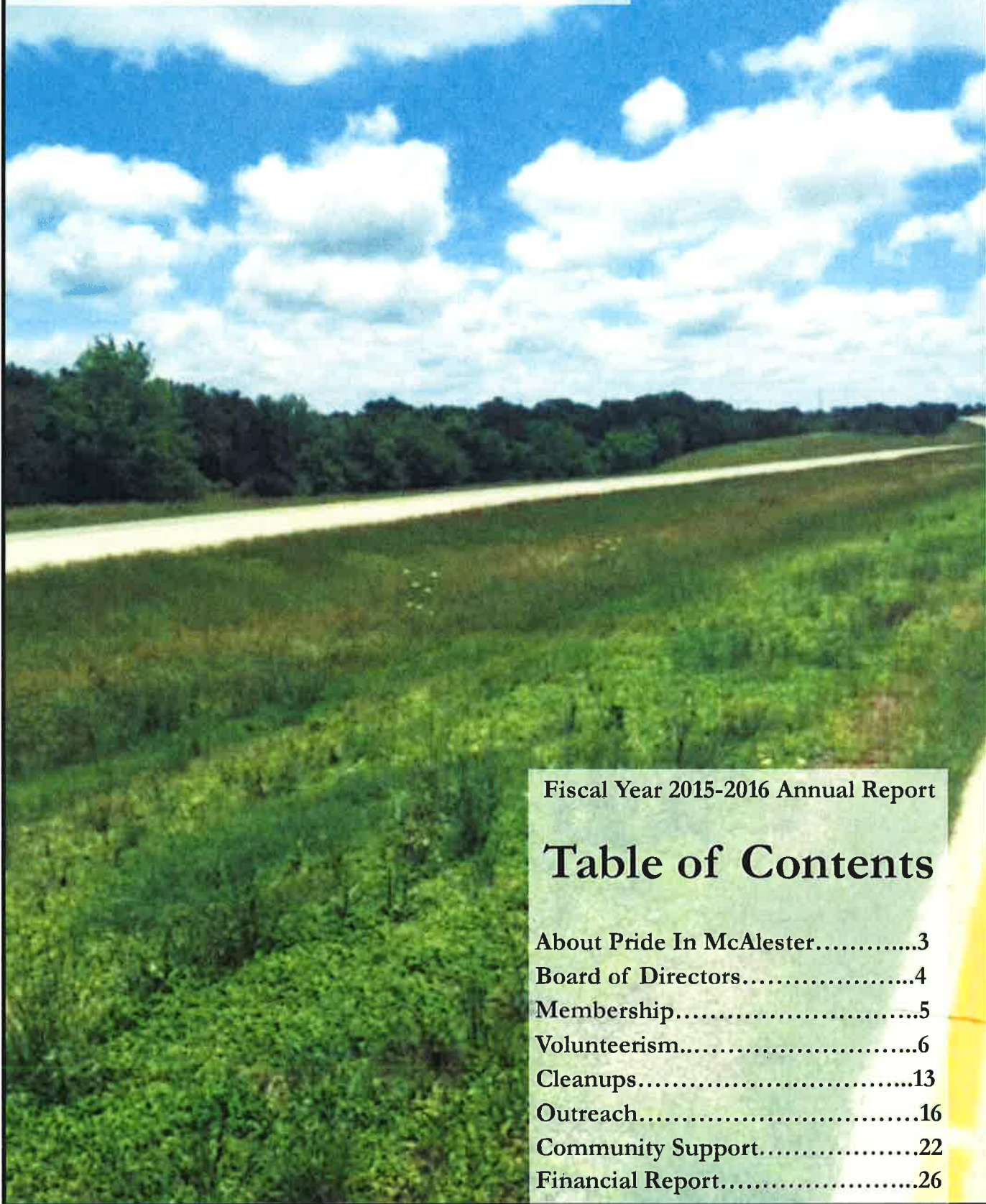
# ANNUAL REPORT

July 2015 - June 2016





Site of Keep Oklahoma Beautiful and Oklahoma  
Department of Transportation Roadside Beautification  
Grant Planting, Median on Highway 270 West



Fiscal Year 2015-2016 Annual Report

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*Partnering with the Citizens of McAlester, Pride In McAlester is  
Dedicated to Beautifying and Enhancing our Community.*

Pride In McAlester (PIM) is a 501(c)3 nonprofit organization with a goal of making McAlester, Oklahoma a cleaner, safer, and more beautiful place to live and work. PIM consists of citizen volunteers, business supporters, and partner organizations who contribute time, labor, money, and supplies to ensure that McAlester continues to fulfill its potential as a great place to live and work. From painting projects to litter pickups, PIM's dedication to keeping McAlester beautiful provides results that can be seen in every sector of the community. Monthly lunch meetings serve as a planning forum for various programs including volunteer days, cleanups, and other community improvement projects.

Citizens rely on PIM's bi-annual cleanups to responsibly dispose of bulk waste, tires, household hazardous waste, prescription drugs, electronics, and more. These events take place every year in October and April and are offered at no charge to McAlester residents. Since 2011, 3,756,036 pounds of waste have been removed from streets and homes during PIM cleanups. To further beautify McAlester, volunteers paint community areas such as playgrounds, bridge railings, and fire hydrants in addition to numerous litter pickups.

Recycling in our community began in 2010 at the urging of Pride In McAlester leaders. Since that time, the McAlester Recycling Center has grown to accept #1 and #2 Plastics, Aluminum, Paper, Cardboard, Paperboard, and Glass Jars & Bottles. All recyclables can be collected separately at home and dropped off at the center located at the north end of the parking lot at Choctaw Avenue and Main Street twenty-four hours a day, seven days a week.

It is a primary goal of PIM to educate the community about the importance of reusing and recycling to conserve energy and raw materials. Staff and volunteers present to numerous schools, civic organizations, and during public meetings about these issues. Staff participates in a monthly radio show and write articles, blog posts, and social media promotions to further educate the public. PIM prepares and distributes Pride In McAlester and McAlester Recycling Center brochures for public distribution. Staff and board members work closely with city, school, business, and other community leaders to encourage sustainability in all sectors.

Lastly, Pride In McAlester partners with groups towards community improvement and events. PIM has served as a partner on many development projects in recent years including the OKLA Theater Asbestos Abatement, the McAlester Dog Park, the McAlester Community Garden, installing public art and more. The future is ripe with more opportunities and Pride In McAlester is strong, consistent, and prepared to continue their impact.



# Board of Directors

Justin Few, President

David Beall, Vice President

Carol Bishop, Treasurer

Cara Dorrell, Secretary

Margaret Fields

David Beall

Mel Priddy

Tabetha Howell

Vickie Cherry

## Employees

Stephanie Giacomo,  
Executive Director

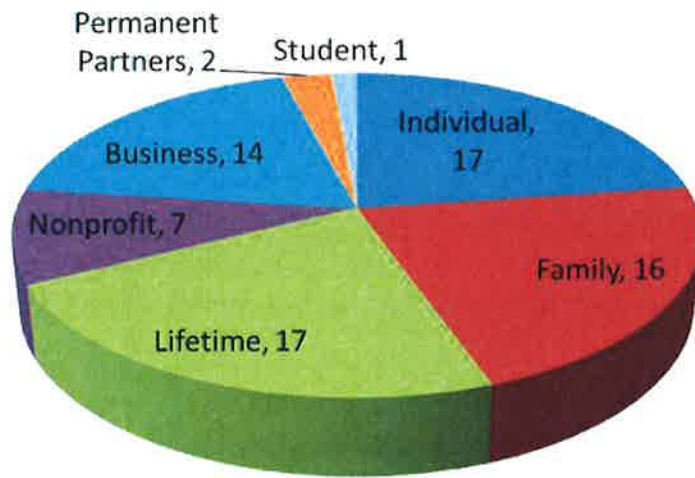


Site of Keep Oklahoma Beautiful and Oklahoma Department of Environmental Quality Roadside Beautification Grant - Monarch Butterfly Habitat at Mike Deak Field





## 2015-2016 Pride In McAlester Memberships



17 Individual Members  
 16 Family Memberships  
 17 Lifetime Memberships  
 7 Non-Profit Members  
 14 Business Members  
 2 Permanent Partners  
 1 Student

PIM Membership increased overall by 2.7 percent since the previous year.

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Pride In McAlester Membership Meetings during 2015-2016 were held on the second Thursday of every month at 12:00 pm at Western Sizzlin' Restaurant. Three meetings were held during the first quarter, two meetings during the second quarter, three meetings during the third quarter, and three meeting in the fourth quarter for a total of eleven meetings in FY 2015-2016.

An average of eleven people attended membership meetings, an eighteen percent decrease compared to the previous year.

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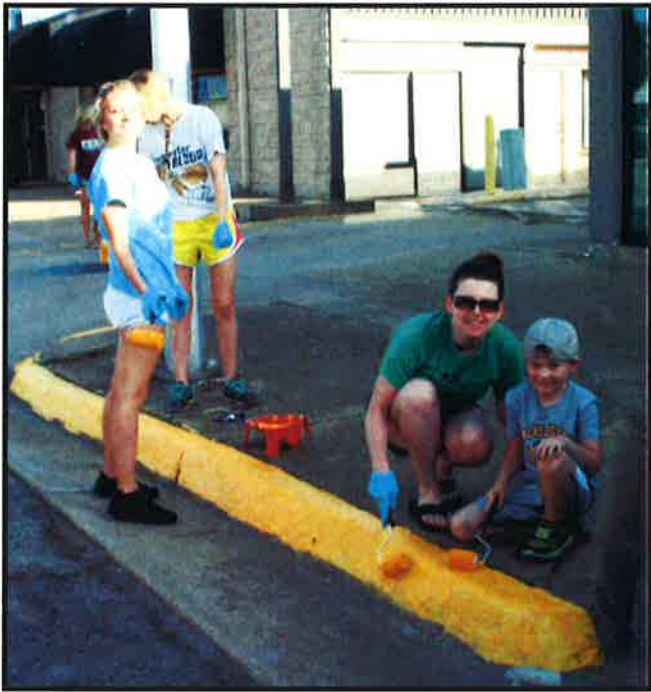
# Volunteerism

Pride In McAlester programs continued to provide opportunities for volunteers to make a difference in their community. During 2015-2016, 299 volunteers assisted with PIM projects, spending a combined 812 hours working towards a cleaner, safer, and more beautiful McAlester. They were joined by an additional sixty-three community service participants who contributed 186 hours.



July Volunteer Day Choctaw Avenue Curb Painting	August Volunteer Day CultureFest Support
September Volunteer Day - Painting at Edmond Doyle Elementary School	City-Wide Litter Pickup
Fall Cleanup	November Volunteer Day Wildflower Planting
December Volunteer Day Downtown Litter Pickup	January Volunteer Day Flea Market Closing
Great American Cleanup	May Volunteer Day - Sixth Ward Fire Hydrant and Bridge Painting
June Volunteer Day - Painting and Planting on Carl Albert Parkway	AmeriCorps Volunteer Projects





Volunteers worked together on Saturday, July 11, to paint curbs along downtown Choctaw Avenue to beautify the historic street and in preparation for August 15 CultureFest festival in the area. Over 14 volunteers showed up throughout the morning, including Miss McAlester Camryn Sanders and Miss McAlester Outstanding Teen Kal-El Shelton!



Painters started at 8 AM and worked their way from the intersection of Main Street and Choctaw Avenue down to 6th Street, finishing around 11 AM as the weather started to warm up. A few volunteers also picked up litter around the area.





21 volunteers showed up on downtown Choctaw Avenue at 8 AM to help set up for CultureFest. CultureFest began at 12 PM and ended a little after 8 PM.



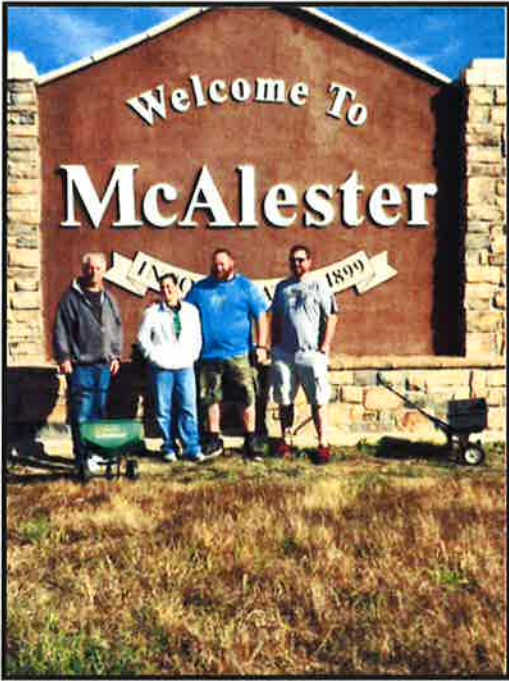
On September 12th, Pride In McAlester teamed up with the principal and staff at Edmond Doyle to freshen up the outside furniture with a coat of primer.



Pride In McAlester hosted their fourth Annual Citywide Litter Pickup on Saturday, October 3<sup>rd</sup>. Over 30 bags of trash were collected. This year's participation came from Hope House of McAlester, the Few Family, the Baggett Family, and Duraline. Duraline took home the trophy as the "Trashiest Team 2015".







On November 7th, 6 volunteers spent 2 hours spreading Wildflower seeds at the west and south entrances into McAlester. These Wildflower seeds were received through a grant from Keep Oklahoma Beautiful and ODOT. Pride In McAlester was able to buy over 4 pounds of seeds with the grant money received.



On December 12th, Pride In McAlester and McAlester Main Street combined efforts to clean up downtown on Choctaw Ave. There were 9 volunteers that collected 7 bags of trash.







Eight volunteers and more than seventy Amazing Race participants painted public structure in the city's sixth ward on Saturday, May 14th. Meeting at Puterbaugh Park, volunteers gave a fresh coat of paint to bridge railings, guard rails, and dozens of fire hydrants.



McAlester's Amazing Race is a local fundraiser where teams race to solve clues and complete challenges to benefit the American Cancer Society. This year, teams had to paint designated fire hydrants with supplies provided by Pride in McAlester and paint provided by the McAlester Fire Department.





Volunteers from Pride In McAlester (PIM) turned out on Saturday, June 11th for the Community Volunteer Day on the Carl Albert Parkway. Starting from the intersection at 2nd Street and Carl Albert Parkway, 40 volunteers painted curbs along the highway in yellow, red, and blue. Additionally, flowers were planted on the end-caps of the center median with the help of local Girl Scout Troop #489 and donations from McClendon's Garden Center. Other groups participating included AmeriCorps and Hope House of McAlester and program sponsors are the City of McAlester and Pepsi Co. of McAlester.







Pride In McAlester is proud to be working closely with the AmeriCorps volunteers based out of the Boys and Girls Club in McAlester this summer. They contributed to the Carl Albert Parkway curb project and completed the painting of a guardrail along a storm water canal on East Delaware on Saturday, June 17 and Sunday June 18th. AmeriCorps NCCC (National Civilian Community Corps) members travel the country strengthening communities and developing leadership skills on diverse teams. Members serve full-time for 10 months to address community needs and respond to disasters. At the heart of both AmeriCorps and Pride In McAlester is volunteerism. Taking action to make a difference in our community. Volunteerism moves past whose fault something is, whose job it may be, and looks ahead to fix it. Volunteering makes a difference in the world around you and will change who you are for the better.



Jimmy J. Williams and other employees of the McAlester Compass Capital Management office have continued to show their dedication to keeping McAlester clean through quarterly litter pickups on their designated Adopt-A-Block area on Wyandotte Avenue. Pride In McAlester provides trash grabbers, trash bags, and safety vests for any groups who want to conduct a litter pick up in our city.



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Volunteering is the ultimate exercise in democracy. You vote in elections once a year, but when you volunteer, you vote every day about the kind of community you want to live in.

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# 2015 Fall Cleanup

The 2015 Pride In McAlester Fall Cleanup started on October 10th and ran every Saturday and Sunday through October 18th. Fifty-three onsite volunteers and in-kind employees contributed 172 hours to the cleanup, assisting more than 302 vehicles disposing of bulk trash, metal, tires, electronics, brush, and prescription drugs. 920 citizens spent more than 1,494 hours cleaning and delivering items to the cleanup.

Material	Weight Collected
Prescription Drugs	4 pounds
Paper Shredding	2,400 pounds
Electronics	16,549 pounds
Metal	17,020 pounds
Tires	20,070 pounds
Bulk Waste	192,120 pounds
<b>Total</b>	<b>248,163 pounds</b>







## 2016 Spring Cleanup

121 Volunteers

197 Volunteer Hours

56 Community Service Participants

166 Community Service Hours

1,436 Community Participants

The Great American Cleanup™ activities in McAlester lasted from March to May and consisted of more than twelve programs that helped citizens responsibly dispose of waste, beautify our community, and learn about the importance of maintaining a clean, safe, and beautiful community.





KEEP AMERICA  
BEAUTIFUL

**GREAT AMERICAN  
CLEANUP  
OKLAHOMA**

## **Bulk Waste**

402,180 pounds

## **Brush**

85,970 pounds

## **Electronics**

29,970 pounds

## **Scrap Metal**

64,340 pounds

## **Hazardous Waste**

1,169 pounds

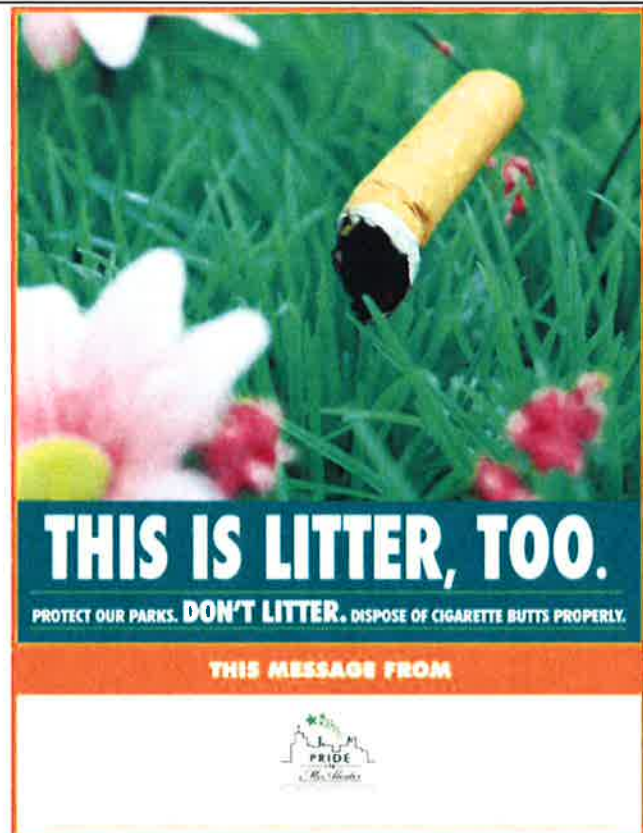
## **Batteries**

1,240 pounds



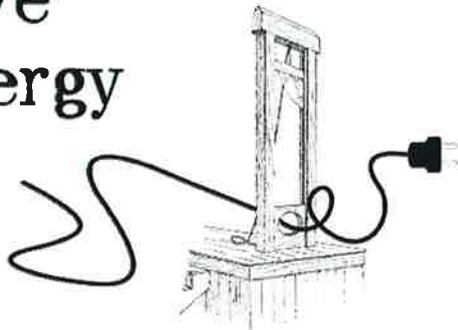
# Outreach

Pride In McAlester conducts outreach in a variety of ways. From social media to handwritten thank you cards, we ensure that the citizens of McAlester are aware of our initiatives, members are informed of activities, students are taught about sustainability, and donors are aware of their impact on our city. During 2015-2016, social media outreach grew substantially with Pride In McAlester Facebook followers increasing from 994 in July 2015 to 1,544 in July 2016, a fifty-five percent increase. The McAlester Recycling Center Facebook following grew forty-five percent from 291 in July 2015 to 422 in July 2016. Staff also began utilizing Twitter and Instagram for PIM programs. Direct email distribution grew from 281 in July 2015 to 320 in July 2016, an increase of twelve percent. A Social Event at Whispering Meadows Winery in November 2015 and a banquet in February 2016 celebrated participation and achievements. Staff continued to publish monthly newsletters and conduct radio shows on McAlester Radio's AM1150.



# Social Media Samples

Save  
Energy



Kill the Lights

HELP KEEP  
YOUR  
NEIGHBORHOOD  
LITTER FREE  
CLOSE THE LID  
WHEN YOU TAKE  
YOUR TRASH TO  
THE CURB



**Green Office Tip**  
Take quick notes on the back of  
used office paper instead of memo  
pads or sticky notes. Store in a tray  
for a clean and tidy desk!



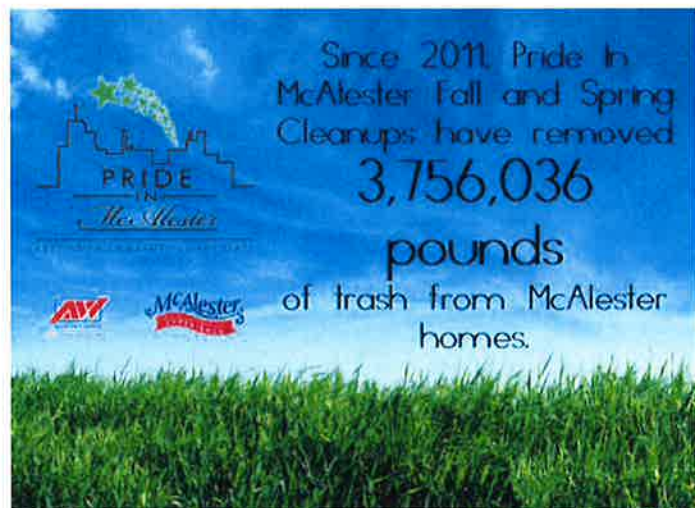
**Green Office Tip**



Always set clearly labeled  
recycling bins directly next to  
trash cans to reduce trash  
contamination.

IF THERE'S NO MORE  
VOTING  
**STOP**  
PROMOTING

HELP KEEP MCALESTER BEAUTIFUL  
REMOVE CAMPAIGN SIGNS  
AFTER ELECTIONS





# Pride In McAlester Banquet

Elizabeth Megaffin, Executive Director, and a few Board of Directors honored significant supporters of Pride in McAlester and its projects. The Volunteer of the Year award was given to Hope House of McAlester who took part in almost every Community Volunteer Day in 2015, the Community Sustainability Award was given to Kathy Hunt, principal of Edmond Doyle, who is a huge leader and promoter of community sustainability and her efforts towards recycling. The Pride In McAlester Spirit Award was accepted by Stacy Boren on behalf of Ki Bois for their initiative in the McAlester Recycling Center. The Community Partner of the Year award was given to the City of McAlester Parks Department for their partnership in various projects throughout the year.



# Presentations

July 15 Recycling Presentation at Grand Avenue Community Center

October 29 8th Grade Career and College Expo

October 24 Make A Difference Day

November 15 America Recycles Day

January Buff TV Interview

March Stage's Community Counts Display

March 29 Rotary Club Presentation

May 5 Oklahoma Department of Environmental Quality Funding  
Economic Redevelopment and Community Resources Forum

May McAlester Public Schools Indian Education Outdoor Classroom

June 29 McAlester Public Schools Summer School Presentation

June 30 Presentation at Grand Avenue Community Center Summer  
Program





On April 29, 2016, Pride In McAlester was proud to once again participate in McAlester Public School's Indian Education Outdoor Classroom. Approximately 240 area second graders learned about our efforts to Keep McAlester Beautiful and about how to REDUCE - REUSE - RECYCLE!

The students sorted a variety of types of trash and were led to think critically about how to properly dispose of them. They were provided with a Great American Cleanup™ sticker and McAlester Recycling Center brochure.



Pride In McAlester awarded the J.T. Collier Memorial Leadership Scholarship to McAlester High School graduating senior Taeam Kang. PIM President Justin Few and Executive Director Stephanie Giacomo presented the \$500 award to Kang during the McAlester Public Schools Senior Assembly on Monday, May 16th at S. Arch Thompson Auditorium.



# Community Support

Community support of Pride In McAlester comes in many forms. It includes volunteerism from community groups, spreading the message of programs and initiatives, in-kind donations, discounted supplies, and direct financial support. PIM's backing comes from every sector - business, government, nonprofit, students, educational institutions, individuals, and committees. These partnerships allow the organization to partner, collaborate, and leverage as many opportunities as possible to impact the community.

## Government Partners and Support

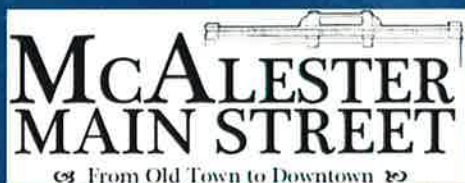


Pittsburg County Drug  
Court

Pittsburg County  
Sheriff's Department



# Community Organizations and Committees



**MAKE A  
DIFFERENCE DAY**  
NATIONAL DAY OF DOING GOOD



McAlester Community Garden



# Business and Industry



Southeast Oklahoma Box Company  
McClendon's Garden Center



Yaffe Iron & Metal  
Corp.





# Affiliations

**KEEP AMERICA  
BEAUTIFUL**



# Financial Report

## Pride In McAlester 2015-2016

### Revenue

	Budget		Actual		Difference
Donations & Miscellaneous Fundraisers	\$	9,200.00	\$	17,509.79	+ 90%
Fundraiser	\$	50,000.00	\$	29,475.05	- 41%
Grants & Sponsorships	\$	2,700.00	\$	1,650.00	- 38%
McAlester City Contract	\$	60,000.00	\$	59,500.00	- 0.83%
Membership	\$	2,500.00	\$	3,010.00	+ 20%

### Total Revenue

\$	122,400.00	\$	111,144.84	- 9%
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### Operating Expenses

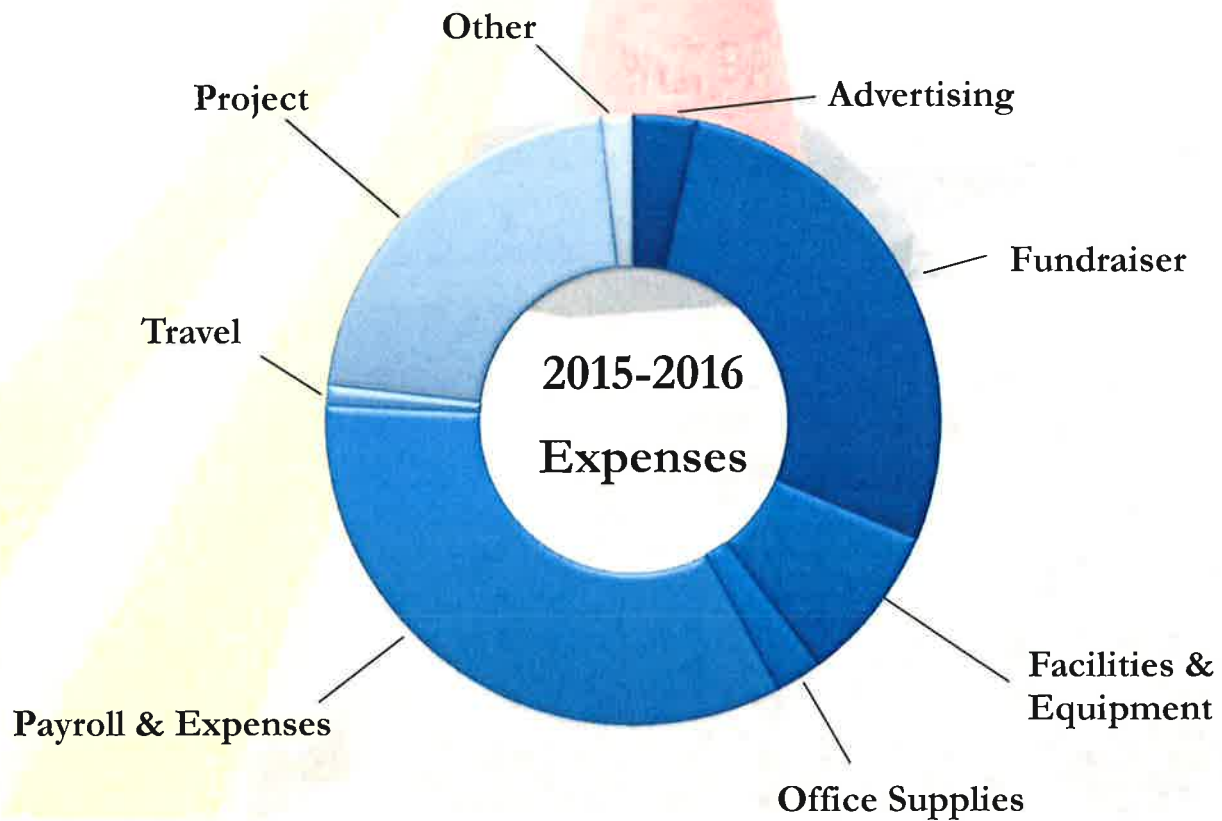
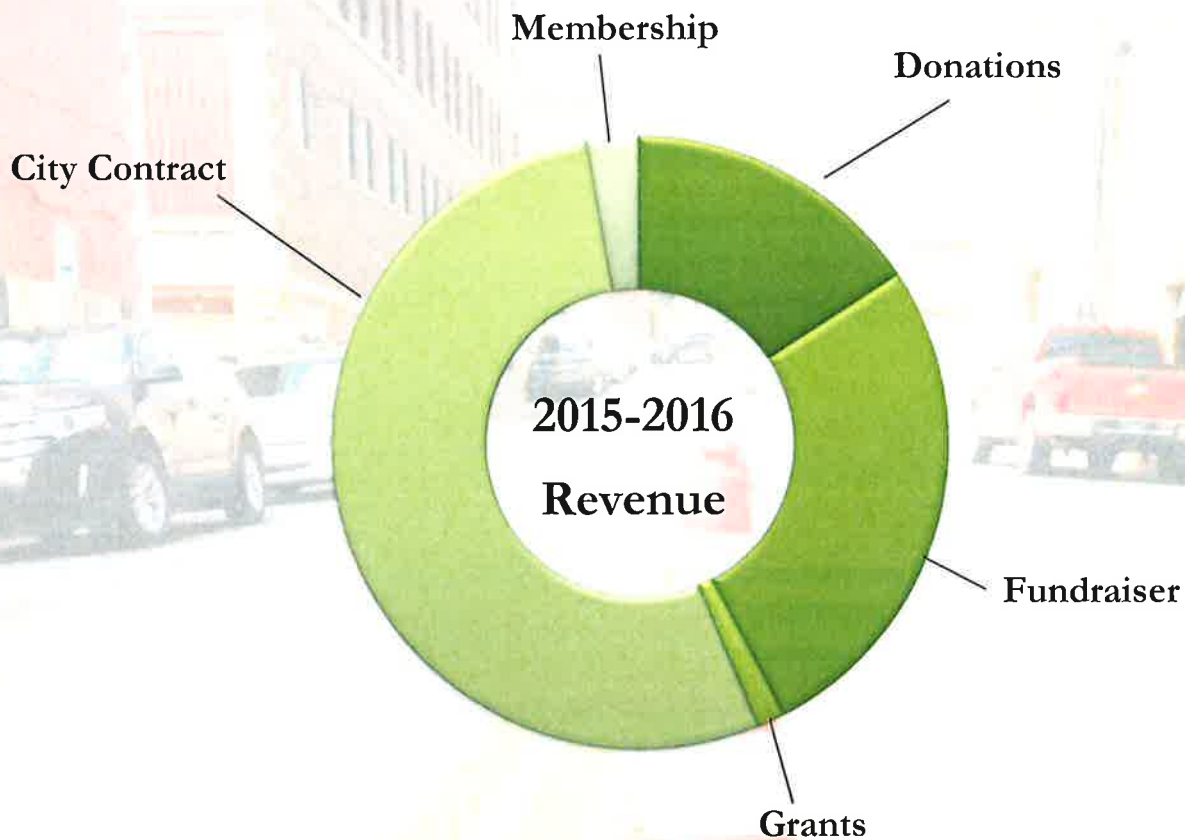
Advertising	\$	1,000.00	\$	3,905.51	+ 291%
Fundraiser Expenses	\$	30,000.00	\$	32,713.44	+ 9%
Facilities and Equipment	\$	10,000.00	\$	9,786.49	- 2%
Office Supplies	\$	1,500.00	\$	2,872.59	+ 92%
Payroll and Expenses	\$	50,000.00	\$	39,089.61	- 22%
Travel Expenses	\$	1,500.00	\$	1,244.65	- 17%
Project Expenses	\$	30,000.00	\$	25,086.25	- 16%
Other Expenses*			\$	1,916.15	
<b>Total Expenses</b>	\$	125,500.00	\$	116,614.69	- 7%

### Net Loss

\$	3,100.00	\$	5,469.85	
----	----------	----	----------	--

\*Other Expenses include Membership Fees, Scholarship, Misc. Taxes, and Write Off.

# Pride In McAlester 2015-2016





# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** Consent Agenda H  
**Department:** \_\_\_\_\_  
**Prepared By:** Peter Stasiak, City Manager **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 2, 2016 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 3

### Subject

Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #1, in the amount of \$ 57,236.08, for Construction Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

### Recommendation

Staff recommends authorization of payment to KATCON, Inc., Invoice Payment #1 in the amount of \$57,236.08 for Construction Services related to Washington Avenue Pavement Reconstruction.

### Discussion

### Approved By

**Department Head**  
**City Manager**

P. Stasiak

*Initial*

*Date*

*[Signature]*

*8/4/16*





July 26, 2016

Pete Stasiak, City Manager  
City of McAlester  
P.O. Box 578  
McAlester, Ok 74502

Re: Washington Ave. Street Reconstruction  
City of McAlester  
Contractor's Pay Estimate No. One (1)

Dear Mr. Stasiak:

Enclosed you will find four (4) copies of the Contractor's Pay Request No. One (1) for the referenced project which covers the time period through July 15, 2016.

We recommend payment of this Pay Estimate No. One (1) in the amount of \$57,236.08.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies. Send one copy to our office located at 719 S George Nigh Expressway, McAlester, OK 74501, one copy to the Contractor with payment and retain the final two copies for your records.

If you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.  
President

DB/mj  
Enclosure

Project # MC-15-02

cc w/enclosure: Tom Grant, Infrastructure Solutions Group, LLC

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION  
SERIES 2014 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: July 28, 2016

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Katcon, INC.		800482036
CREDITOR		TRUST NO.
1047 Collins Rd. McAlester, OK 74501		
MAILING ADDRESS		
Construction Services		Invoice: Payment # 1
ITEM		ITEM NO.
July 15, 2016	Washington Ave. Pavement Reconstruction	\$ 57,236.08
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually



performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: July 28, 2016

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

# Contractor's Application For Payment No. #1

Application Period: 7-15-16			
To (Owner): CITY OF McALESTER	From (Contractor): KATCON, INC.	Via (Engineer): INFRASTRUCTURE SOLUTIONS	
Project: WASHINGTON AVENUE STREET RECONSTRUCTION	Contract: Kelly Ward	Original (Days): 120	Revised (Days): 0
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: MC-15-02	

## Application for Payment

### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY		\$ -
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$	449,984.00
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	449,984.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	\$60,248.50
5. RETAINAGE:		
a. 5% x \$40,404.20	\$	(3,012.42)
b. 5% x \$ -	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	(3,012.42)
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	57,236.08
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	-
8. AMOUNT DUE THIS APPLICATION	\$	57,236.08
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	392,742.93

### Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  DATE: 7-20-16

Payment of: \$ 57,236.08

(Line 8 or other - attach explanation of other amount)

is recommended by:



(Engineer)

7/26/16  
(Date)

Payment of: \$ 57,236.08

(Line 8 or other - attach explanation of other amount)

is approved by:

\_\_\_\_\_  
(Owner) (Date)

Approved by:

\_\_\_\_\_  
Funding Agency (if applicable) (Date)

Progress Estimate (UNIT ITEM BIDS)							Contractor's Application				
For: ( City of McAlester WASHINGTON STREET IMPROVEMENTS (CIP #5)							Application Number:	1			
Application Period: to 7-15-16							Application Date:	7/20/2016			
A							Application No. 1				
Item Description				B	C	D	E	F	%	G	
Bid Item No.	Qty	Bid	Unit	Bid	Work	This Period	Materials	Total Completed		Balance to	Retainage
		Quantity	Price	Value	Completed		Presently Stored	and stored to		Finish	
					Previous application			Date (D+E)		(B-F)	
1 Earthwork	LS	1		\$ 80,460.00	\$ -	\$ -		\$ -	0%	\$ 80,460.00	\$ -
2 Solid Slab Sod	SY	750	\$ 11.52	\$ 8,640.00	\$ -	\$ -		\$ -	0%	\$ 8,640.00	\$ -
3 Aggregate Type A	CY	760	\$ 21.60	\$ 16,416.00	\$ -	\$ -		\$ -	0%	\$ 16,416.00	\$ -
4 PC Concrete for Pavement Placement	SY	3,200	\$ 18.46	\$ 59,072.00	\$ -	\$ -		\$ -	0%	\$ 59,072.00	\$ -
5 PC Concrete for Pavement	CY	530	\$ 129.60	\$ 68,688.00	\$ -	\$ -		\$ -	0%	\$ 68,688.00	\$ -
6 Concrete Joint Sealing	LF	6,600	\$ 2.70	\$ 17,820.00	\$ -	\$ -		\$ -	0%	\$ 17,820.00	\$ -
7 Concrete Curb	LF	1,380	\$ 8.65	\$ 11,937.00	\$ -	\$ -		\$ -	0%	\$ 11,937.00	\$ -
8 4" Concrete Sidewalk	SY	180	\$ 43.75	\$ 7,875.00	\$ -	\$ -		\$ -	0%	\$ 7,875.00	\$ -
9 6" Concrete Driveway	SY	75	\$ 63.20	\$ 4,740.00	\$ -	\$ -		\$ -	0%	\$ 4,740.00	\$ -
10 Tactile Warning Devices	SF	96	\$ 39.50	\$ 3,792.00	\$ -	\$ -		\$ -	0%	\$ 3,792.00	\$ -
11 6" Perforated Underdrain Round	LF	1,450	\$ 16.20	\$ 23,490.00	\$ -	\$ -		\$ -	0%	\$ 23,490.00	
12 6" Non perforated Underdrain Round	LF	120	\$ 16.20	\$ 1,944.00					0%	\$ 1,944.00	
13 Removal of Concrete Pavement	SY	3,100	\$ 17.05	\$ 52,855.00					0%	\$ 52,855.00	
14 Removal of Sidewalk	SY	175	\$ 14.60	\$ 2,555.00					0%	\$ 2,555.00	
15 Mobilization	LS	1	\$ 51,036.00	\$ 51,036.00		\$ 51,036.00		\$ 51,036.00	100%	\$ -	\$ (2,551.80)
16 Tensar Roadrain	SY	3,400	\$ 3.21	\$ 10,914.00					0%	\$ 10,914.00	
17 8" Drain Line	LF	175	\$ 32.40	\$ 5,670.00					0%	\$ 5,670.00	
18 Traffic Control	LS	1	\$ 7,850.00	\$ 7,850.00		\$ 1,962.50		\$ 1,962.50	25%	\$ 5,887.50	\$ (98.12)
19 2 year Maintenance Bond	LS	1	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00		\$ 4,000.00	100%	\$ -	\$ (200.00)
20 SWP3	LS	1	\$ 3,250.00	\$ 3,250.00		\$ 3,250.00		\$ 3,250.00	100%	\$ -	\$ (162.50)
21 Traffic Strip (Multi Ploymer)(4" wide)	LF	1,080	\$ 2.25	\$ 2,430.00					0%	\$ 2,430.00	
22 Traffic Strip (multi Ploymer) 24"	LF	350	\$ 13.00	\$ 4,550.00					0%	\$ 4,550.00	
<b>TOTAL</b>				\$ 449,984.00	\$ -	\$ 60,248.50		\$ 60,248.50	13%	\$ 389,735.50	\$ (3,012.42)



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** Consent Agenda I  
**Department:** \_\_\_\_\_  
**Prepared By:** Peter Stasiak, City Manager **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 2, 2016 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 4

### Subject

Consider and act upon, ratification of Change Order #1 for KATCON, Inc., for CIP#5, Washington Avenue Improvements in the amount of \$ 3,240.00.

### Recommendation

Staff recommendation is to ratify Change order #1 for KATCON, Inc., for CIP#5, Washington Avenue Improvements for an increase in contract value of \$3,240.00. There is no change in the completion date.

### Discussion

A shortage of 100 feet in 8-inch storm drain was discovered in the bid documents. The plans called for 275 feet at \$32.40 per linear foot. The bid documents contained 175 feet at \$32.40 per linear foot. This change order was approved by the City Manager under Resolution 15-14 passed November 13, 2015, due to a possible shut down of work by the contractor.

### Approved By

*Initial*

*Date*

**Department Head**  
**City Manager**

P. Stasiak

*[Signature]*

8/4/16



July 22, 2016

Mayor & City Council  
City of McAlester  
28 E. Washington  
McAlester, Oklahoma 74501

RE: CIP 5-Change Order #1

Mayor & Council:

I received and approved change order #1 requesting immediate approval due to the potential shut down of the contractor. A storm drain discrepancy has been discovered in the bid documents. The plans called for 275 feet of 8 inch storm drain. The bid documents had 175 feet of 8 inch storm drain. The contractor is working on the storm drain at the 8<sup>th</sup> Street and Washington Ave. intersection. All upstream drainage will flow into this drain line. Proper documentation includes the letter of explanation from the design Engineering Firm and the change order.

This will be placed on the Consent Agenda for our City Council meeting on August 9, 2016. The item will include the change order, Engineers explanation and contractor extra cost detail (\$3,240.00).

Sincerely,

Peter Stasiak

CC: Toni Ervin

## Peter Stasiak

---

**From:** Robert Vaughan <RVaughan@MB-Eng.Com>  
**Sent:** Thursday, July 21, 2016 6:45 PM  
**To:** Peter Stasiak  
**Cc:** Dale Burke  
**Subject:** Washington Ave Change Order # 1  
**Attachments:** Washington Ave Change Order # 1.pdf

Pete,

Attached is the Change Order we discussed. I'll stop by your office in the morning with the originals.

This was brought to my attention this afternoon.

The contractor mobilized this week and started demolition. Construction is starting at the bottom of the hill at the intersection of 8th and Washington. All the subgrade drainage for the project is designed to be collected at this low end and piped to the south to the existing storm sewer, near Carl Albert Parkway.

During layout for construction of the 8-inch storm drain, a discrepancy was discovered in the bid / contract documents. The plans call for 275 linear feet of 8-inch storm drain which matches field conditions. The contract bid documents only had 175 linear feet, which is in error. Therefore a Change Order is needed at the same unit price bid to add the 100 linear feet to complete the 8-inch drain line.

This is a critical path item for the construction schedule to keep progressing. All upstream subgrade drainage will be connected to this drain line. Since the next council meeting is 2-1/2 weeks away, we recommend expedited approval by the City Manager and follow up action at the August 9th Council meeting.

This change order adds \$3,240.00 to the current contract amount. Please see the Change Order for a complete breakdown.

Thank You,  
Robert Vaughan, P.E., McAlester Branch Manager

Infrastructure Solutions Group, LLC  
Consulting Engineering Firm  
Civil - Environmental - Transportation  
Little Rock - McAlester - Oklahoma City - Tulsa  
719 S. George Nigh Expressway, McAlester, OK 74501  
(918) 420-5500 Office (866) 398-6481 Fax  
rvaughan@mb-eng.com www.ISGengineering.com



July 22, 2016

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

Re: Change Order No. One (1)  
Washington Ave Improvements (CIP #5)

Dear Mr. Stasiak:

The contractor mobilized this week and started demolition. Construction is starting at the bottom of the hill at the intersection of 8th and Washington. All the subgrade drainage for the project is designed to be collected at this low end and piped to the south to the existing storm sewer, near Carl Albert Parkway.

During layout for construction of the 8-inch storm drain, a discrepancy was discovered in the bid / contract documents. The plans call for 275 linear feet of 8-inch storm drain which matches field conditions. The contract bid documents only had 175 linear feet, which is in error. Therefore a Change Order is needed at the same unit price bid to add the 100 linear feet to complete the 8-inch drain line.

This is a critical path item for the construction schedule to keep progressing. All upstream subgrade drainage will be connected to this drain line. Since the next council meeting is 2-1/2 weeks away, we recommend expedited approval by the City Manager and follow up action at the August 9th Council meeting.

Enclosed for your approval are four (4) copies of Change Order No. One (1). This change order adds \$3,240.00 to the current contract amount. Please see the Change Order for a complete breakdown.

Should you have any questions, please do not hesitate to contact our office at (918) 420-5500.

Sincerely,  
Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.  
Branch Manager

DB/ks  
Enclosures

Project No. MC-15-02



**CHANGE ORDER****No. One (1)**Date of Issuance: 7/22/2016Effective Date: 7/22/2016

Project: Washington Ave Improvements (CIP # 5)	Owner: City of McAlester	Owners Contract No.: MC-15-02
Contract: Washington Avenue Reconstruction (CIP#5)		Date of Contract: July 11, 2016
Contractor: KATCON, Inc.		

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

**Item No. 17:** Add 100 LF of 8-inch Drain Line @ \$32.40/LF for a total addition of \$3,240.00

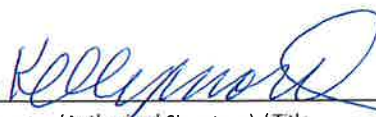
Attachments: (documents supporting change):

Change in Contract Price:	Change in Contract Times:
Original Contract Price: \$ 449,984.00	Original Contract Time: Calendar Days Substantial Completion: 120 days November 18, 2016
Increase from previously approved Change Orders No. ____ to No. ____. \$ -	Increase from previously approved Change Orders No. ____ to No. ____. Substantial Completion: 0 days
Contract Price prior to this Change Order: \$ 449,984.00	Contract Times prior to this Change Order: Substantial Completion: 120 days November 18, 2016
Increase of this Change Order: \$ 3,240.00	Increase of this Change Order: Substantial Completion: 0 days
Contract Price incorporating this Change Order: \$ 453,224.00	Contract Times with all approved Change Orders: Substantial Completion: 120 days November 18, 2016

Recommended:

Accepted:

Accepted:

by: \_\_\_\_\_  
ISG Project Manager  
Date: \_\_\_\_\_by: \_\_\_\_\_  
Owner (Authorized Signature) / Title  
Date: \_\_\_\_\_by:   
Contractor (Authorized Signature) / Title  
Date: 7-22-16





# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** Consent Agenda J  
**Department:** \_\_\_\_\_  
**Prepared By:** Cora Middleton, City Clerk **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 2, 2016 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** Multiple

### Subject

Consider and act upon, to concur with Oklahoma Municipal Assurance Group denial of Claim No. 201925-JS.

### Recommendation

Motion to concur with Oklahoma Municipal Assurance Group denial of Claim No. 201925-JS.

### Discussion

### Approved By

*Initial*

*Date*

**Department Head**  
**City Manager**

P. Stasiak

*[Signature]*

8/4/16



## Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 8, 2016

City of McAlester  
Attn: Cora Middleton  
P.O. Box 578  
McAlester, OK 74502-0578

RE: Member : City of McAlester  
Claimant : Nathan Fox  
Date of Loss : 2/4/2016  
Claim No. : 201925-JS

Dear Ms. Middleton:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of McAlester that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 02/17/17, you must deny this claim in writing before 08/21/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial**. To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Jayne Spies  
Claims Manager



## Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 8, 2016

Brecken A. Wagner, Esq.  
Wagner & Lynch  
109 East Washington Ave.  
McAlester, OK 74501

RE:   Member       :     City of McAlester  
      Claimant     :     Nathan Fox  
      Date of Loss :     2/4/2016  
      Claim No.   :     201925-JS

Dear Mr. Wagner:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of McAlester, I am recommending denial of this claim and find no liability on the City of McAlester's part for this claim.

I did not find any negligence on behalf of the City during my investigation. Based on this information we are recommending denial of this claim to the City of McAlester.

Sincerely,

Jayne Spies  
Claims Manager

✓ cc: City of McAlester

## **Cora Middleton**

---

**From:** Cora Middleton  
**Sent:** Monday, May 23, 2016 2:09 PM  
**To:** 'Jayne Spies'  
**Cc:** 'Joe Ervin'; Gary Wansick; Peter Stasiak (peter.stasiak@cityofmcalester.com)  
**Subject:** Notice of Tort Claim - Nathan Fox  
**Attachments:** 3554\_001.pdf


Jayne,

Attached is another Notice of Tort Claim for a Nathan Fox. Will you please forward this to Matt Love? I could not find his email address. I believe he had addressed this when it was originally submitted in April and I believe the claim number was 201925-JS.

Thank you,

Cora

**From:** First Floor Copier  
**Sent:** Monday, May 23, 2016 12:42 PM  
**To:** Cora Middleton <cora.middleton@cityofmcalester.com>  
**Subject:** Attached Image



May 17, 2016

**VIA CERTIFIED MAIL**

Ms. Cora Middleton  
McAlester City Clerk  
PO Box 578  
McAlester, OK 74501

Mayor John Brown  
PO Box 578  
McAlester, OK 74501

Chief of Police, Gary Wansick  
PO Box 578  
McAlester, OK 74501

RE: Notice of Government Tort Claim  
Nathan Fox

To Whom It May Concern:

Please accept this letter as notification of the above referenced claimant's assertion of claim against this State Government Subdivision. Pursuant to 51 O.S. § 156(e), the following information is provided with regard to this claim.

1. Date: February 4, 2016
2. Time: 19:43
3. Place: 536 E. Jackson, McAlester, OK 74501
4. Circumstances of the Claim: The City of McAlester Police Department by and through their spokesman, Chris Morris, made defamatory and untrue statements in regard to one, Nathan Fox. That said statements have caused injury to Mr. Fox, affected his ability to make a living, and resulting in scrutiny and being ostracized in the community, all in direct connection to the untrue and misleading statements of Officer Morris.

On February 3, 2016, a search warrant was served on the home of Nathan Fox in McAlester at 536 E. Jackson. The operation was joint effort which included the District 18 Drug Task Force, OBN, and the McAlester Police Department (see MPD incident report #2016-0255). According to the "Search Warrant Return", Officer's Affidavit and any other documentation surrounding the search and subsequent arrest of Mr. Fox, he was found to be in possession of

marijuana residue. Although he was subsequently charge with a felony in Pittsburg County Case # CF-16-81, he was still only accused of possessing residue, never engaging in the trafficking or distribution of any controlled dangerous substance.

On February 4, 2016, Fox 23 News reporter Ashi Lincoln reported on air from McAlester in a report that would later be uploaded to the Fox 23 News website and titled "Drug Bust Near School in McAlester". According to the report Pittsburg County, which would include the City of McAlester, had received federal funds to fight "the war on drugs", specifically drug traffickers.

Ms. Lincoln next interviewed neighbors of Mr. Fox about his arrest. Neighbor Arthur McBride told the reporter, "the more people off the street that are doing it and **selling** it, the better I think." Mr. McBride never appeared to be corrected by any persons associated with the investigation that Mr. Fox in fact was not charged with, and no evidence existed that he had sold any controlled dangerous substance.

Ms. Lincoln next interviewed Sargent. Chris Morris, speaking for the City of McAlester Police Department. Sargent. Morris, while standing in front of the home of Nathan Fox, issued the following statement:

"We've really tried to step up our drug enforcement here recently."

Reporter Lincoln advised that police told her that after serving the warrant they found marijuana and drug paraphernalia in the home. The video then goes on to show the mug shot photograph of Mr. Fox and Ms. Lincoln states that Mr. Fox and his girlfriend were arrested. She next goes on to report that Sargent Chris Morris says that the City doesn't want to hold the title of being the highest drug trafficking area in Green Country. Morris goes on to state as follows:

"And you know, it's one of our main focuses is, is to put a stop to that, you know that's not something we're proud of in this area."

The implication that Nathan Fox is a "drug dealer" or "drug trafficker" is clear from the report, and is contrary to the evidence known or should have been known by Morris before making his statements. These untrue and misleading statements, by a public official, were intended to portray Mr. Fox in an untrue and distorted light. This has had a negative effect of Mr. Fox's ability to live and make a living in this community, and the City of McAlester is directly responsible for defaming Mr. Fox.

Further, The City of McAlester through their spokesman sought out the attention from Fox 23 News. Knowing full well that their statements would lead any reasonable person that watched the broadcast to conclude that Nathan Fox was a "drug dealer", and perpetuated this distortion of facts to Mr. Fox's neighbors.

5. Identity of the State Agency:

City of McAlester

6. Agencies Involved:


Pittsburg County Police Department



7. Amount of Compensation or other relief demanded: In excess of \$75,000.00  
8. Name, Address and Telephone Number of the Claimant: Nathan Fox 536 East Jackson, McAlester, OK 74501, 918-421-1214  
9. Name, Address and Telephone Number of any agent authorized to settle the claim: Brecken A. Wagner, Attorney Wagner & Lynch Law, 109 East Washington Ave., McAlester, Oklahoma 74501 (918) 421-8843.

Please advise as to the City's position on the above referenced claim.

Sincerely,



Brecken A. Wagner  
Attorney at Law



## Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

April 29, 2016

Brecken A. Wagner, Esq.  
Wagner & Lynch Law  
109 East Washington Ave.,  
McAlester, OK 74501

Counsel:

The City of McAlester is a member of OMAG and has forwarded your letter regarding Mr. Fox to OMAG for review. OMAG previously sent an acknowledgment letter on behalf of the City and indicating that we were opening a file. Please be advised that, upon reviewing your letter, we have determined that, despite its labeling as a “notice of claim” the letter fails to meet the minimum requirements under the Oklahoma Governmental Tort Claims Act to constitute a Tort Claim under the Act. *See* 51 O.S. §156(E); *see also* Griffey v. Kibbois Area Transit Systems, 2014 OK CIV APP 23, ¶8, \_\_ P.3d \_\_ (“Applying the exemption of the second part of § 156(E) to the requirements for notice, the absolute minimum for compliant notice is the identity of the state agency or agencies involved; the name, address and telephone number of the claimant; and the name, address, and telephone number of any agent authorized to settle the claim.”). Specifically, the letter you sent fails to state:

- **Claimant’s Phone Number**

OMAG advises you of this issue in the interest of candor. Please note that OMAG is mindful to not contact a represented claimant and to deal through the claimant’s attorney. The requirement that claimant contact information be supplied is statutory and the information essential to the processing of any claim. Failure to provide the statutorily required information renders the notice you sent merely a letter and not a Tort Claim. As such, OMAG will not be moving forward with the opening of a file at this time. If your intent is to pursue a Tort Claim, please be advised that OMAG cannot accept service on behalf of the City – pursuant to §156(D) all Tort Claims must be served on the Clerk of McAlester.

In addition, §156(E) outlines the full list of information that must be supplied for a letter to constitute a Tort Claim. As noted above, the failure to provide your client’s address and phone number is a fatal defect on the face of the letter. That said, the letter fails to provide additional required pieces of information under §156(E). §156(E) clearly states that failure to provide these additional pieces of information does not, itself, invalidate the claim unless the claimant fails to



## Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • [www.omag.org](http://www.omag.org)

April 22, 2016

Mr. Brecken Wagner, Esq.  
Wagner & Lynch  
109 E. Washington  
McAlester, OK 74501

Re: Member : City of McAlester  
Claimant : Nathan Fox  
Date of Loss : 2/4/2016  
Claim Number : 201925-JS

Dear Mr. Wagner,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

  
Jayne Spies  
Claims Manager

JS/jp

cc: City of McAlester

## **Cora Middleton**

---

**From:** Cora Middleton  
**Sent:** Wednesday, April 20, 2016 4:25 PM  
**To:** 'claimsdepartment@omag.org'  
**Cc:** 'Joe's Office'; Peter Stasiak (peter.stasiak@cityofmcalester.com); Gary Wansick  
**Subject:** Notice of Tort Claim  
**Attachments:** 3382\_001.pdf

To Whom It May concern:

Attached is a copy of the Notice of Tort Claim that I received in my office today. Please handle appropriately.

Thank you,

Cora Middleton  
City Clerk

**From:** First Floor Copier  
**Sent:** Wednesday, April 20, 2016 4:00 PM  
**To:** Cora Middleton <cora.middleton@cityofmcalester.com>  
**Subject:** Attached Image

APR 20 2016

April 18, 2016

**VIA CERTIFIED MAIL**

Ms. Cora Middleton  
McAlester City Clerk  
PO Box 578  
McAlester, OK 74501

Mayor John Brown  
PO Box 578  
McAlester, OK 74501

Chief of Police, Gary Wansick  
PO Box 578  
McAlester, OK 74501

RE: Notice of Government Tort Claim  
Nathan Fox

To Whom It May Concern:

Please accept this letter as notification of the above referenced claimant's assertion of claim against this State Government Subdivision. Pursuant to 51 O.S. § 156(e), the following information is provided with regard to this claim.

1. Date: February 4, 2016
2. Time: 19:43
3. Place: 536 E. Jackson, McAlester, OK 74501
4. Circumstances of the Claim: The City of McAlester Police Department by and through their spokesman, Chris Morris, made defamatory and untrue statements in regard to one, Nathan Fox. That said statements have caused injury to Mr. Fox, affected his ability to make a living, and resulting in scrutiny and being ostracized in the community, all in direct connection to the untrue and misleading statements of Officer Morris.

On February 3, 2016, a search warrant was served on the home of Nathan Fox in McAlester at 536 E. Jackson. The operation was joint effort which included the District 18 Drug Task Force, OBN, and the McAlester Police Department (see MPD incident report #2016-0255). According to the "Search Warrant Return", Officer's Affidavit and any other documentation surrounding the search and subsequent arrest of Mr. Fox, he was found to be in possession of

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Reporter Lincoln advised that police told her that after serving the warrant they found marijuana and drug paraphernalia in the home. The video then goes on to show the mug shot photograph of Mr. Fox and Ms. Lincoln states that Mr. Fox and his girlfriend were arrested. She next goes on to report that Sargent Chris Morris says that the City doesn't want to hold the title of being the highest drug trafficking area in Green Country. Morris goes on to state as follows:

"And you know, it's one of our main focuses is, is to put a stop to that, you know that's not something we're proud of in this area."

The implication that Nathan Fox is a "drug dealer" or "drug trafficker" is clear from the report, and is contrary to the evidence known or should have been known by Morris before making his statements. These untrue and misleading statements, by a public official, were intended to portray Mr. Fox in an untrue and distorted light. This has had a negative effect of Mr. Fox's ability to live and make a living in this community, and the City of McAlester is directly responsible for defaming Mr. Fox.

Further, The City of McAlester through their spokesman sought out the attention from Fox 23 News. Knowing full well that their statements would lead any reasonable person that watched the broadcast to conclude that Nathan Fox was a "drug dealer", and perpetuated this distortion of facts to Mr. Fox's neighbors.

5. Identity of the State Agency:
6. Agencies Involved:

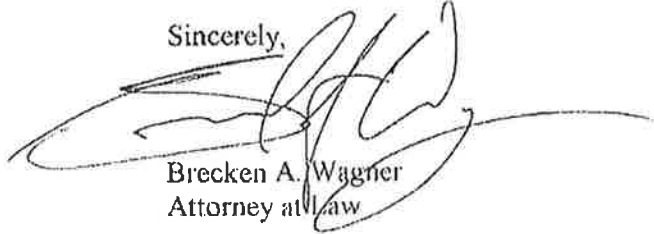
City of McAlester  
Police Department



7. Amount of Compensation or other relief demanded: In excess of \$75,000.00  
8. Name, Address and Telephone Number of the Claimant: Nathan Fox c/o  
Wagner & Lynch 109 E. Washington, McAlester, OK 74501  
9. Name, Address and Telephone Number of any agent authorized to settle the  
claim: Brecken A. Wagner, Attorney Wagner & Lynch Law, 109 East  
Washington Ave., McAlester, Oklahoma 74501 (918) 421-8843

Please advise as to the City's position on the above referenced claim.

Sincerely,



Brecken A. Wagner  
Attorney at Law

# MCALESTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

<b>Report Number</b>	2016-0255	
<b>Reported On</b>	02/03/2016 13:27	<b>NCIC Number</b>
<b>Incident Date / Time</b>		
<b>Type of Report</b>	ARREST	
<b>Arrestee</b>	FOX, NATHAN	
<b>Arrestee</b>	MCCOMBS, K -LEA	
<b>Suspect</b>		
<b>Report Person</b>		
<b>Originate Officer</b>	CLARK, MAX	
<b>Location of Offense</b>	536 East Jackson	
<b>IBR</b>	35AB DRUG/NARCOTICS - VIOLATIONS - MARIJUANA	
<b>Charge Description</b>	63 O.S. § 2-402(C)(1) • Possession or purchasing CDS within 1000 feet of public or private educational institution, public or park recreation area or in presence of child under 12, Schedule III, IV, or V, marijuana, a substance included in subsection D of 63 O.S. 2-206, first offense.	
<b>Location of Offense</b>	536 East Jackson	
<b>IBR</b>	35B DRUG/NARCOTICS - EQUIPMENT VIOLATIONS	
<b>Charge Description</b>	63 O.S. § 2-405(B) • Uses or possesses drug paraphernalia to plant, propagate, cultivate, grow etc to introduce into the human body a controlled dangerous substance except the licensed person in the professions of podiatry, dentistry, medicine etc.	
<b>Location of Offense</b>	536 East Jackson	
<b>IBR</b>	35AB DRUG/NARCOTICS - VIOLATIONS - MARIJUANA	
<b>Charge Description</b>	63 O.S. § 2-402(C)(1) • Possession or purchasing CDS within 1000 feet of public or private educational institution, public or park recreation area or in presence of child under 12, Schedule III, IV, or V, marijuana, a substance included in subsection D of 63 O.S. 2-206, first offense.	
<b>Location of Offense</b>	536 East Jackson	
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<b>Case Status</b>	CLOSED	
<b>Investigator Assigned</b>	CLARK, MAX	
<b>Date Assigned</b>	02/04/2016 05:59	
<b>Date Cleared</b>	02/05/2016	
<b>Clearance Type</b>	Cleared - Referred	
<b>Clearance Disposition</b>		

# MCALESTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

<b>ADMINISTRATIVE</b> • Send this report to OSBI as a part of SIBRS ? NO			
Case Number	2016-0255	Report Date	02/03/2016 13:27
Occured Between	and	Case Approved	YES
Type of Report	ARREST	Case Sensitive	NO
Case Status	CLOSED	Clearance Type	CLEARED - REFERRED
Clear Disposition		Date Assigned	02/04/2016 05:59

### OFFENSE(S) INFORMATION

1	<b>35AB DRUG/NARCOTICS - VIOLATIONS - MARIJUANA</b> Charge From ARREST Charge Desc. 63 O.S. § 2-402(C)(1) • POSSESSION OR PURCHASING CDS WITHIN 1000 FEET OF PUBLIC OR PRIVATE EDUCATIONAL INSTITUTION, PUBLIC OR PARK RECREATION AREA OR IN PRESENCE OF CHILD UNDER 12, SCHEDULE III, IV, OR V, MARIJUANA, A SUBSTANCE INCLUDED IN SUBSECTION D OF 63 O.S. 2-206, FIRST OFFENSE.
2	<b>35B DRUG/NARCOTICS - EQUIPMENT VIOLATIONS</b> Charge From ARREST Charge Desc. 63 O.S. § 2-405(B) • USES OR POSSESSES DRUG PARAPHERNALIA TO PLANT, PROGAGATE, CULTIVATE, GROW ETC TO INTRODUCE INTO THE HUMAN BADCY A CONTROLLED DANGEROUS SUBSTANCE EXCEPT THE LICENSED PERSON IN THE PROFESSIONS OF PODIATRY, DENTISTRY, MEDICINE ETC.
3	<b>35AB DRUG/NARCOTICS - VIOLATIONS - MARIJUANA</b> Charge From ARREST Charge Desc. 63 O.S. § 2-402(C)(1) • POSSESSION OR PURCHASING CDS WITHIN 1000 FEET OF PUBLIC OR PRIVATE EDUCATIONAL INSTITUTION, PUBLIC OR PARK RECREATION AREA OR IN PRESENCE OF CHILD UNDER 12, SCHEDULE III, IV, OR V, MARIJUANA, A SUBSTANCE INCLUDED IN SUBSECTION D OF 63 O.S. 2-206, FIRST OFFENSE.
4	<b>35B DRUG/NARCOTICS - EQUIPMENT VIOLATIONS</b> Charge From ARREST Charge Desc. 63 O.S. § 2-405(B) • USES OR POSSESSES DRUG PARAPHERNALIA TO PLANT, PROGAGATE, CULTIVATE, GROW ETC TO INTRODUCE INTO THE HUMAN BADCY A CONTROLLED DANGEROUS SUBSTANCE EXCEPT THE LICENSED PERSON IN THE PROFESSIONS OF PODIATRY, DENTISTRY, MEDICINE ETC.

### PARTY INFORMATION

1	<b>FOX, NATHAN</b> Party Type ARRESTEE  DOB 1994 Sex MALE Hair Height 6' 1" Ethnicity  SSN DL  Home Address Address 536 E. Jackson City McAlester State OK Zip Code 74501 Phone (000)000-0000	Age 22 Race WHITE Eye Weight 160 LBS.
2	<b>MCCOMBS, K -LEA</b> Party Type ARRESTEE  DOB 1992 Sex FEMALE	Age 23 Race WHITE

# MCALISTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

### PARTY INFORMATION

2	MCCOMBS, K-LEA			
	Hair		Eye	
	Height	5' 4"	Weight	190 LBS.
	Ethnicity			
	SSN			
	DL			
	Home Address			
	Address	536 E. Jackson		
	City	McAlester		
	State	OK		
	Zip Code	74501		
	Phone	(000)000-0000		
3	STATE OF OKLAHOMA,			
	Party Type	VICTIM		
	DOB		Age	
	Sex		Race	
	Hair		Eye	
	Height		Weight	
	Ethnicity			
	SSN			
	DL			
	Home Address			
	Address	2nd and Carl Albert Parkway		
	City	McAlester		
	State	OK		
	Zip Code	74501		
	Phone	(918)423-1324		
4	CLARK, MAX			
	Party Type	OFFICER		
5	FOX, KEVIN			
	Party Type	OFFICER		

### ARRESTEE(S) INFORMATION

1	FOX, NATHAN	
	Victim Of Offender	N/A
	Arrest Date	02/03/2016 13:27
	Arresting Agency	MCALISTER POLICE DEPARTMENT
	Arresting Officer	CLARK, MAX
	Arresting Location	536 E. JACKSON
	Type Of Arrest	ON-VIEW ARREST (TAKEN INTO CUSTODY W/O WARRANT OR INCIDENT REPORT)
	Arrestee Local ID	
	DWI / DUI Arrest ?	NO
	NCIC Number	

**MCALESTER POLICE DEPARTMENT**P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212**INCIDENT REPORT****ARRESTEE(S) INFORMATION**

1	FOX, NATHAN
Citation Number Multiple Clearance	
Fingerprint Number Gang / Tribe / Affiliation	
Was arrestee armed with weapon? NO Is the arrestee under 18 years of age? NO	
<b>OFFENSE 1</b>	
Victim of Offense	STATE OF OKLAHOMA
Charge From Charge Description	ARREST 63 O.S. § 2-402(C)(1) • POSSESSION OR PURCHASING CDS WITHIN 1000 FEET OF PUBLIC OR PRIVATE EDUCATIONAL INSTITUTION, PUBLIC OR PARK RECREATION AREA OR IN PRESENCE OF CHILD UNDER 12, SCHEDULE III, IV, OR V, MARIJUANA, A SUBSTANCE INCLUDED IN SUBSECTION D OF 63 O.S. 2-206, FIRST OFFENSE.
Warrant Number	
Offense	COMPLETED
Location of Offense	536 EAST JACKSON
Geographic Loc.	~MCALISTER~74501
Premise Type Name	RESIDENCE
Premise Type	RESIDENCE (OTHER RESIDENTIAL): APARTMENT, TENEMENTS, FLATS, DORMITORIES, BOARDING HOUSES, ETC.
IBR Code	DRUG/NARCOTICS - VIOLATIONS - MARIJUANA
Type Of Criminal Activity	POSSESSING / CONCEALING , USING / CONSUMING
<b>OFFENSE 2</b>	
Victim of Offense	STATE OF OKLAHOMA
Charge From Charge Description	ARREST 63 O.S. § 2-405(B) • USES OR POSSESSES DRUG PARAPHERNALIA TO PLANT, PROAGATE, CULTIVATE, GROW ETC TO INTRODUCE INTO THE HUMAN BODY A CONTROLLED DANGEROUS SUBSTANCE EXCEPT THE LICENSED PERSON IN THE PROFESSIONS OF PODIATRY, DENTISTRY, MEDICINE ETC.
Warrant Number	
Offense	COMPLETED
Location of Offense	536 EAST JACKSON
Geographic Loc.	~MCALISTER~74501
Premise Type Name	RESIDENCE
Premise Type	RESIDENCE/HOME (INCLUDES APARTMENT, CONDOMINIUM, AND NURSING HOME)
IBR Code	DRUG/NARCOTICS - EQUIPMENT VIOLATIONS
Type Of Criminal Activity	POSSESSING / CONCEALING , USING / CONSUMING
2	MCCOMBS, K -LEA
Victim Of Offender	N/A
Arrest Date	02/03/2016 13:27
Arresting Agency	MCALISTER POLICE DEPARTMENT

# MCALESTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

ARRESTEE(S) INFORMATION	
2	<b>MCCOMBS, K -LEA</b> Arresting Officer CLARK, MAX Arresting Location 536 EAST JACKSON Type Of Arrest ON-VIEW ARREST (TAKEN INTO CUSTODY W/O WARRANT OR INCIDENT REPORT) Arrestee Local ID DWI / DUI Arrest ? NO NCIC Number  Citation Number                      Fingerprint Number Multiple Clearance                      Gang / Tribe / Affiliation  Was arrestee armed with weapon? NO Is the arrestee under 18 years of age? NO
<b>OFFENSE 1</b> Victim of Offense STATE OF OKLAHOMA  Charge From ARREST Charge Description 63 O.S. § 2-402(C)(1) • POSSESSION OR PURCHASING CDS WITHIN 1000 FEET OF PUBLIC OR PRIVATE EDUCATIONAL INSTITUTION, PUBLIC OR PARK RECREATION AREA OR IN PRESENCE OF CHILD UNDER 12, SCHEDULE III, IV, OR V, MARIJUANA, A SUBSTANCE INCLUDED IN SUBSECTION D OF 63 O.S. 2-206, FIRST OFFENSE.  Warrant Number  Offense COMPLETED Location of Offense 536 EAST JACKSON Geographic Loc. ~MCALESTER~74501 Premise Type Name RESIDENCE Premise Type RESIDENCE/HOME (INCLUDES APARTMENT, CONDOMINIUM, AND NURSING HOME) IBR Code DRUG/NARCOTICS - VIOLATIONS - MARIJUANA  Type Of Criminal Activity POSSESSING / CONCEALING , USING / CONSUMING	
<b>OFFENSE 2</b> Victim of Offense STATE OF OKLAHOMA  Charge From ARREST Charge Description 63 O.S. § 2-405(B) • USES OR POSSESSES DRUG PARAPHERNALIA TO PLANT, PROAGATE, CULTIVATE, GROW ETC TO INTRODUCE INTO THE HUMAN BODY A CONTROLLED DANGEROUS SUBSTANCE EXCEPT THE LICENSED PERSON IN THE PROFESSIONS OF PODIATRY, DENTISTRY, MEDICINE ETC.  Warrant Number  Offense COMPLETED Location of Offense 536 EAST JACKSON Geographic Loc. ~MCALESTER~74501 Premise Type Name RESIDENCE Premise Type RESIDENCE/HOME (INCLUDES APARTMENT, CONDOMINIUM, AND NURSING HOME) IBR Code DRUG/NARCOTICS - EQUIPMENT VIOLATIONS  Type Of Criminal Activity POSSESSING / CONCEALING , USING / CONSUMING	



# MCALESTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

### ARRESTEE(S) INFORMATION

2 MCCOMBS, K -LEA

OFFENSE 2

### VICTIM(S) INFORMATION

1 STATE OF OKLAHOMA,

2 STATE OF OKLAHOMA,

Victim Type SOCIETY/PUBLIC  
Type of Injury NONE  
NCIC Number  
Location of Injury  
Injury Location Code

### PROPERTY INFORMATION

1 ONE PLASTIC BAGGIE WITH LEAFY RESIDUE NF-3

Names FOX, KEVIN FINDER  
FOX, NATHAN OWNER  
MCCOMBS, K -LEA OWNER

Seized / Recovered  
Description Code Drug/Narcotic - Marijuana  
Loss Code Seized  
Quantity 0.01 Gram  
Brand  
Description ONE PLASTIC BAGGIE WITH LEAFY RESIDUE NF-3  
Total Value \$1.00  
Entered NCIC NO  
NCIC Number  
Requested Disp. PROCESS  
Type EVIDENCE

2 THREE GLASS PIPES WITH BURNT RESIDUE NF-4,10

Names FOX, KEVIN FINDER  
FOX, NATHAN OWNER  
MCCOMBS, K -LEA OWNER

Seized / Recovered  
Description Code Drug/Narcotic Equipment  
Loss Code Seized  
Quantity 3 Dosage Units/Items  
Brand  
Description THREE GLASS PIPES WITH BURNT RESIDUE NF-4,10  
Total Value \$30.00  
Entered NCIC NO  
NCIC Number  
Requested Disp. PROCESS  
Type EVIDENCE

3 ONE METAL SMOKING PIPE WITH BURNT RESIDUE NF-2

Names FOX, KEVIN FINDER  
FOX, NATHAN OWNER  
MCCOMBS, K -LEA OWNER

# MCALISTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

PROPERTY INFORMATION		
3	<b>ONE METAL SMOKING PIPE WITH BURNT RESIDUE NF-2</b>	
Seized / Recovered		
Description Code	Drug/Narcotic Equipment	
Loss Code	Seized	
Quantity	1 Dosage Units/Items	
Brand		
Description	ONE METAL SMOKING PIPE WITH BURNT RESIDUE NF-2	
Total Value	\$10.00	
Entered NCIC	NO	
NCIC Number		
Requested Disp.	PROCESS	
Type	EVIDENCE	
4	<b>ONE SMALL PLASTIC BAGGIE WITH OILY SUBSTANCE IN IT NF-5</b>	
Names		
	FOX, KEVIN	FINDER
	FOX, NATHAN	OWNER
	MCCOMBS, K -LEA	OWNER
Seized / Recovered		
Description Code	Drug/Narcotic	
Loss Code	Seized	
Quantity	0.01 Gram	
Brand		
Description	ONE SMALL PLASTIC BAGGIE WITH OILY SUBSTANCE IN IT NF-5	
Total Value	\$2.00	
Entered NCIC	NO	
NCIC Number		
Requested Disp.	PROCESS	
Type	EVIDENCE	
5	<b>NUMEROUS NEW SMALL PLASTIC BAGGIES NF-6</b>	
Names		
	FOX, KEVIN	FINDER
	FOX, NATHAN	OWNER
	MCCOMBS, K -LEA	OWNER
Seized / Recovered		
Description Code	Drug/Narcotic Equipment	
Loss Code	Seized	
Quantity	100 Dosage Units/Items	
Brand		
Description	NUMEROUS NEW SMALL PLASTIC BAGGIES NF-6	
Total Value	\$5.00	
Entered NCIC	NO	
NCIC Number		
Requested Disp.	DESTROY	
Type	EVIDENCE	
6	<b>ONE METAL MARIJUANA GRINDER WITH RESIDUE NF-7</b>	
Names		
	FOX, KEVIN	FINDER
	FOX, NATHAN	OWNER
	MCCOMBS, K -LEA	OWNER
Seized / Recovered		
Description Code	Drug/Narcotic Equipment	

**MCALESTER POLICE DEPARTMENT**

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

**INCIDENT REPORT**

PROPERTY INFORMATION		
6	<b>ONE METAL MARIJUANA GRINDER WITH RESIDUE NF-7</b>	
Loss Code	Seized	
Quantity	1 Dosage Units/Items	
Brand		
Description	ONE METAL MARIJUANA GRINDER WITH RESIDUE NF-7	
Total Value	\$10.00	
Entered NCIC	NO	
NCIC Number		
Requested Disp.	PROCESS	
Type	EVIDENCE	
7	<b>ONE BOX WITH WIRING AND TIMER POSSIBLE IED NF-8</b>	
Names	FOX, KEVIN FINDER FOX, NATHAN OWNER MCCOMBS, K -LEA OWNER	
Seized / Recovered		
Description Code	Drug/Narcotic Equipment	
Loss Code	Seized	
Quantity	1 Dosage Units/Items	
Brand		
Description	ONE BOX WITH WIRING AND TIMER POSSIBLE IED NF-8	
Total Value	\$5.00	
Entered NCIC	NO	
NCIC Number		
Requested Disp.	HOLD	
Type	EVIDENCE	
8	<b>ONE PILL BOTTLE CONTAINING GREEN LEAFY SUBSTANCE NF-9</b>	
Names	FOX, KEVIN FINDER FOX, NATHAN OWNER MCCOMBS, K -LEA OWNER	
Seized / Recovered		
Description Code	Drug/Narcotic - Marijuana	
Loss Code	Seized	
Quantity	0.01 Gram	
Brand		
Description	ONE PILL BOTTLE CONTAINING GREEN LEAFY SUBSTANCE NF-9	
Total Value	\$5.00	
Entered NCIC	NO	
NCIC Number		
Requested Disp.	PROCESS	
Type	EVIDENCE	
9	<b>TWO PACKAGES OF ROLING PAPERS NF-11</b>	
Names	FOX, KEVIN FINDER FOX, NATHAN OWNER MCCOMBS, K -LEA OWNER	
Seized / Recovered		
Description Code	Drug/Narcotic Equipment	
Loss Code	Seized	
Quantity	2 Dosage Units/Items	

**MCALESTER POLICE DEPARTMENT**P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212**INCIDENT REPORT****PROPERTY INFORMATION**

9	<b>TWO PACKAGES OF ROLING PAPERS NF-11</b>		
	Brand		
	Description	TWO PACKAGES OF ROLING PAPERS NF-11	
	Total Value	\$3.00	
	Entered NCIC	NO	
	NCIC Number		
	Requested Disp.	DESTROY	
	Type	EVIDENCE	
10	<b>ONE CARDBOARD ROLLING TRAY WITH RESIDUE NF-12</b>		
	Names	FOX, KEVIN	FINDER
		FOX, NATHAN	OWNER
		MCCOMBS, K -LEA	OWNER
	Seized / Recovered		
	Description Code	Drug/Narcotic - Marijuana	
	Loss Code	Seized	
	Quantity	0.05 Gram	
	Brand		
	Description	ONE CARDBOARD ROLLING TRAY WITH RESIDUE NF-12	
	Total Value	\$2.00	
	Entered NCIC	NO	
	NCIC Number		
	Requested Disp.	PROCESS	
	Type	EVIDENCE	
11	<b>ONE LARGE GLASS BONG NF-13</b>		
	Names	FOX, KEVIN	FINDER
		FOX, NATHAN	OWNER
		MCCOMBS, K -LEA	OWNER
	Seized / Recovered		
	Description Code	Drug/Narcotic Equipment	
	Loss Code	Seized	
	Quantity	1 Dosage Units/Items	
	Brand		
	Description	ONE LARGE GLASS BONG NF-13	
	Total Value	\$40.00	
	Entered NCIC	NO	
	NCIC Number		
	Requested Disp.	DESTROY	
	Type	EVIDENCE	
12	<b>SMOKING BOWL OFF GLASS BONG NF-13A</b>		
	Names	FOX, KEVIN	FINDER
		FOX, NATHAN	OWNER
		MCCOMBS, K -LEA	OWNER
	Seized / Recovered		
	Description Code	Drug/Narcotic Equipment	
	Loss Code	Seized	
	Quantity	1 Dosage Units/Items	
	Brand		
	Description	SMOKING BOWL OFF GLASS BONG NF-13A	

# MCALISTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

PROPERTY INFORMATION	
12	<b>SMOKING BOWL OFF GLASS BONG NF-13A</b> Total Value \$5.00 Entered NCIC NO NCIC Number Requested Disp. PROCESS Type EVIDENCE
13	<b>ONE GLASS JAR WITH BURNT CIGARETTE REMNANTS AND MARIJUANA STEMS NF-14</b> Names FOX, KEVIN FINDER FOX, NATHAN OWNER MCCOMBS, K -LEA OWNER Seized / Recovered Description Code Drug/Narcotic - Marijuana Loss Code Seized Quantity 0.02 Gram Brand Description ONE GLASS JAR WITH BURNT CIGARETTE REMNANTS AND MARIJUANA STEMS NF-14 Total Value \$5.00 Entered NCIC NO NCIC Number Requested Disp. PROCESS Type EVIDENCE

NARRATIVE(S) INFORMATION	
1	<b>CLARK, MAX • Report this narrative to OSBI ? NO</b> A search warrant for Marijuana was executed at 536 East. Jackson which resulted in the arrest of Nathan Fox and K-Lea McCombs.
2	<b>FOX, KEVIN • Report this narrative to OSBI ? NO</b> See attached Statement.
3	<b>CLARK, MAX • Report this narrative to OSBI ? NO</b> On Wednesday, February 03, 2016 Agent Kevin Fox and I along with OBN Agents Jarred McKee and Kyle Jones, and Deputy Randy Hass executed a search warrant at the residence of Nathan Fox and K-Lea McCombs located at 536 East Jackson street in the City of McAlester within Pittsburg County. Agent Fox and I had been sitting down the street from the residence waiting on the subjects to arrive at the residence since there were no vehicles there we did not figure anyone was home. I had notified Agents McKee and Jones where we were sitting and advised them we were waiting on someone to arrive at the residence. I had also contacted Deputy Hass and advised him where we were at.  While we were waiting Agent Fox and I watched a newer small black SUV pull into the driveway and watched a male subject identified as Nathan Fox and a female identified as Ada Fox get out of the SUV and go inside the residence. I contacted Agents McKee and Jones along with Deputy Hass and advised them that we had Nathan at the residence at that time. Agents McKee and Jones along with Hass arrived and we drove up to the residence of Nathan Fox. Agent McKee, Jones, Hass, and I went to the front door of the residence and I had Agent Fox cover the back door. I knocked on the front door and advised Police Department. Nathan Fox opened the front door and I advised him to back up that we had a warrant for the residence. We made entry into the residence and Nathan Fox was placed on the floor and handcuffed by Deputy Hass while I placed handcuffs on Ada Fox, Nathans mother and let her sit in a chair. Agent McKee and Jones cleared the residence while I watched Nathan and Ada. There was no one else located in the residence.

# MCALISTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

### NARRATIVE(S) INFORMATION

3 CLARK, MAX (Continued)

While Agents cleared the rest of the residence I again advised Nathan that we had a search warrant for the residence and it was for marijuana. Nathan stated he understood. I then asked Nathan if there was any marijuana in the residence and he stated no but there are some pipes and stuff in my room. I asked Nathan if he had smoked marijuana in the pipes and Nathan stated yes. I then spoke with Nathans mother Ada. While I was speaking with Ada Fox. Other Agents began searching the residence. Ada Fox advised me that she had just stopped to drop her son Nathan off at his house after eating lunch with Nathan. I then took the handcuffs off Ada Fox and advised her that she was free to leave. Nathan then asked his mother to stay there with him. I then walked to the bedroom of Nathan Fox in the residence where the other Agents were at and left Nathan and Ada in the living room with Deputy Hass.

I asked the other Agents if they had located any illegal narcotics and Agent Fox stated that he had found several pipes with burnt residue and a pill bottle with a small amount of marijuana inside of it. I then contacted the McAlester Police Department and had them send an officer to transport Nathan to the Pittsburg County Jail. Officer Brant Gamble arrived and transported Nathan to the Pittsburg County Jail. I asked Officer Gamble when he finished at the Jail could he come back to our location and get me a measurement from Nathans residence at 536 East Jackson to the Stipe Center and Rotary Park. After Nathan was transported I gave Ada Fox a key to the residence and advised her she could come back after we left and lock everything up. Ada Fox then left the residence.

While Gamble was transporting and booking Nathan into the county jail we continued searching the residence in the living room a cigar box was found that had paper clips wrapped in copper wire and wire ran inside the box to a timer. The cigar box resembled a home made explosive device. I then contacted the Oklahoma Highway Patrol Bomb Squad and advised them what we had located inside the residence and sent one of the bomb squad technicians a picture of the item. Since we had located this I had Deputy Hass go to the Hampton Inn to meet with Nathans girlfriend K-Lea McCombs. McCombs lives at the residence with Nathan and is his girlfriend. I advised Hass to speak with McCombs and see if she would come to the residence to speak with us. I wanted to speak with McCombs regarding the device we had found. While Hass was gone I received a call back from one of the bomb squad technicians and they stated that since it did not have a charge or power source hooked to it that Nathan could not be charged for an explosive device.

Deputy Hass and K-Lea McCombs then arrived at the residence and I had McCombs come inside to speak with Agent Fox and I. I read McCombs her Miranda Warning and McCombs agreed to speak with me. I asked McCombs if she smoked marijuana and she stated it had been a while. I asked how long ago and McCombs did not provide an answer. I then asked her if Nathan smoked marijuana in the residence and she stated yes. I asked McCombs if she smoked marijuana with Nathan in the residence and McCombs did not answer. I then asked McCombs about

the box with the wires and McCombs stated that Nathan uses that to check OHM'S on his vapes that he builds. I then had Deputy Hass transport McCombs to the Pittsburg County Jail to be booked in.

Officer Gamble had already been back to the residence and took a measurement with his roll a tape from the residence of Nathan Fox and K-Lea McCombs located at 536 East Jackson to the JI Stipe Center and Rotary Park it was approximately 735 feet. I contacted the Pittsburg County Jail and advised them that both McCombs and Nathan Fox were to be charged with Possession of Marijuana within 1000 Feet of a School or Park, and Possession of Drug Paraphernalia. There were four smoking pipes with burnt marijuana residue in them found in the residence along with one large glass Bong with burnt marijuana residue in it. There were also small amounts of marijuana found in a couple of items of evidence. For a detailed list of all the items of evidence seized under this warrant see the attached evidence log. All evidence was photographed, collected, and I maintained all evidence to be submitted to the lab.



# MCALESTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## INCIDENT REPORT

IT IS UNLAWFUL TO FALSELY REPORT A CRIME.  
WILL YOU PROSECUTE: (Y/N) \_\_\_\_\_

\_\_\_\_\_  
REPORTED BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REPORTING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REVIEWED OFFICER

\_\_\_\_\_  
DATE

**DISTRICT 18 DRUG AND VIOLENT CRIMES TASK FORCE**  
**HASKELL** **PITTSBURG**



**Investigator:** Kevin Fox

**Case Number:** DTF2016-053

**Date:**02-3-2016

**Re:** Nathan Fox/ K-Lea McCombs

**Address:**536 E Jackson McAlester OK 74501

On 02-03-2016, District 18 Drug and Violent Crimes Task Force executed a narcotic search warrant on the residence of Nathan Fox and K-Lea McCombs (536 E. Jackson McAlester OK 74501 in Pittsburg County) Upon searching the residence, I located suspected Marijuana and drug paraphernalia. During the following search, I located and seized the following items:

**Living Room:**

NF-1 One (1) Black Wooden Box, located on the floor on the east side of the living room, found by Kevin Fox, Exhibit was destroyed

NF-2 One (1) Metal smoking pipe with residue, located inside NF-1, found by Kevin Fox, Exhibit was submitted to OSBI for chemical analysis

NF-3 One (1) Small plastic baggie containing suspected marijuana residue, located inside NF-1, found by Kevin Fox, Exhibit was submitted to OSBI for chemical analysis.

NF-4 One (1) Glass orange smoking pipe with burnt residue, located on the bookshelf on the east wall, found by Kevin Fox, exhibit was submitted to OSBI for chemical analysis

NF-5 One (1) Small plastic baggie containing a unknown tar like substance, located on the bookshelf on the east wall, found by Kevin Fox, exhibit was submitted to OSBK for chemical analysis

NF-6 Numerous new empty plastic baggies, located on the bookshelf on the east wall, found by Kevin Fox, exhibit was destroyed

NF-7 One (1) Metal Marijuana grinder with residue, located in the bottom draw of the entertainment center, found by Kevin Fox, exhibit was submitted to OSBI for chemical analysis

NF-8 One (1) Punch cardboard box possible containing the makings of a homemade explosive device, located underneath the living room entertainment center, found by Kevin Fox, exhibit was held as evidence

HASKELL



PITTSBURG

**Southeast Bedroom:**

NF-9 One (1) Pill bottle containing a green leafy substance, located in the floor of the bedroom, found by Kevin Fox, exhibit was submitted to OSBI for Chemical analysis

NF-10 Two (2) Glass Smoking Pipes containing burnt residue, located on shelf on the south wall, found by Kevin Fox, exhibit was submitted to OSBI for chemical analysis

NF-11 Two (2) packs of rolling papers (Zigzag/ Raw) located on the shelf on the south wall, found by Kevin Fox, exhibit was destroyed

NF-12 One (1) Cardboard rolling try containing marijuana residue, located on the shelf on the south wall, found by Kevin Fox, exhibit was submitted to OSBI for chemical analysis

NF-13 One (1) Maroon colored glass bong containing water and burnt residue, located in the bedroom closet, found by Kevin Fox, exhibit was destroyed

NF-13A One (1) Smoking bowl out of NF-13 with burnt residue, located inside NF-13 found by Kevin Fox, exhibit was submitted to OSBI for chemical analysis

**Bathroom:**

NF-14 One (1) Pint mason jar containing burnt hand rolled cigarette remnants and marijuana steams.

**Chain of Evidence:**

After finding and securing all items of evidence, I notified Agent Max Clark of my findings.

DTE AGENT

# District 18 Drug Violent Crimes Task Force Evidence Log Sheet

File Title: Nathan Fox/ K-Lea McCombs

Address: 536 E Jackson McAlester OK 74501

Date: 2-3-16

Item Number	Area	Description	Location	Found By	Submitted-S Destroyed-D Held-H
NF-1	Living Room	One (1) Black wooden box	Found in floor on the east side of living room	KF	Destroyed
NF-2	Living Room	One (1) Metal Smoking Pipe W/ Residue	Found inside NF-1	KF	Submitted
NF-3	Living Room	One (1) Small plastic baggie W/ suspected Marijuana residue	Found inside NF-1	KF	Submitted
NF-4	Living Room	One (1) Glass Orange Smoking Pipe W/ Residue	Found on bookshelf on east wall	KF	Submitted
NF-5	Living Room	One (1) Small Plastic baggie containing a unknown tar like substance	Found on bookshelf on east wall	KF	Submitted
NF-6	Living Room	Numerous New empty plastic baggies	Found on bookshelf on east wall	KF	Destroyed
NF-7	Living Room	One (1) Metal Marijuana grinder with residue	Found in bottom draw of entertainment center	KF	Submitted
NF-8	Living Room	One (1) Punch cardboard box possible making of homeade explosive device	Found underneath entertainment center	KF	Held
NF-9	Southeast Bedroom	One (1) Pill bottle containing green leafy substance	Found in floor of SE bedroom	KF	Submitted
NF-10	Southeast Bedroom	Two (2) Glass Smoking Pipes containg burnt residue	Found on Shelf on South wall	KF	Submitted
NF-11	Southeast Bedroom	Two (2) Rolling Papers ( ZigZag/ Raw)	Found on Shelf on South wall	KF	Destroyed
NF-12	Southeast Bedroom	One (1) Cardboard Rolling Tray w/ marijuana residue	Found on Shelf on South wall	KF	Submitted

# District 18 Drug Violent Crimes Task Force Evidence Log Sheet

Item Number	Area	Description	Location	Found By	Submitted-S Destroyed-D Held-H
NF-13	Southeast Bedroom	One Maroon color glass bong containing water and burnt residue	Located in the Bedroom Closet	KF	Destroyed
NF-13A	Southeast Bedroom	One (1) Smoking bowl out of NF-13 w/ burnt residue	Located in NF-13	KF	Submitted
NF-14	Bathroom	One (1) Pint mason jar containing burnt handrolled cig remnants and marijuana stem	Located in the bathroom closet	KF	Submitted
KF- Kevin Fox					



OKLAHOMA STATE BUREAU OF INVESTIGATION  
LAB SUBMISSION RECEIPT

02/04/2016 3:42 pm

MRL

Requesting Officer: Max B. Clark

Agency: McAlester Police Department

Phone No.: 918-423-1212

Submitting Officer: Max B. Clark

Submitting Agency: McAlester Police Department

(Signature)

LAB # 2016-003245

Received: John C. Giles

(Signature)

Hand  
Delivered

Has there been any previous evidence submitted on this case? YES ☐ NO ☐ Approx. Date: \_\_\_\_\_

Related OSBI Lab #: 2016-003245

Requesting Agency Case #: 2016-0255

TYPE OF OFFENSE: DRUG/NARCOTIC OFFENSES

DATE OF OFFENSE: 02/03/2016

COUNTY OF OFFENSE: PITTSBURG

SUBJECT/SUSPECT(S):

DNA on file

(LAB USE ONLY)

Name

Date of Birth

Race

Sex

SSN

Yes ☐ No ☒ Nathan Troydon Fox

1994

W

M

Yes ☐ No ☒ K-lea Dianne McCombs

1992

W

F

Transp. To Lab: \_\_\_\_\_

On \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name-Signature)

Received: \_\_\_\_\_  
(Name-Signature)

Transp. To Lab: \_\_\_\_\_

On \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name-Signature)

Received: \_\_\_\_\_  
(Name-Signature)

DNA Database search: \_\_\_\_\_ on \_\_\_\_\_  
(Initials) (Date)

Tracking #

Container Description

VICTIMS(S):

Name

Date of Birth

Race

Sex

ITEMIZED DESCRIPTION OF EVIDENCE:

Cont. #

Container Desc.

Description

A

brown paper sack

evidence NF-2: pipe, NF-3: bag with residue, NF-4: pipe,  
NF-5: bag with tar, NF-7: grinder, NF-9: bottle with GLS,  
NF-10: 2 pipes, NF-12: tray with residue, NF-13A bowl with  
residue, NF-14: jar with cigarette

TYPE OF EXAMINATION(S) REQUESTED: Chemistry

SEND A COPY OF REPORT TO:

Max B. Clark

Pittsburg County DA Office



# AFFIDAVIT FOR SEARCH WARRANT

STATE OF OKLAHOMA

) JUDGE: Sheet

JUDGE: Sheet

) SS.

DATE: 1-29-16

COUNTY OF PITTSBURG

) 2016 FEB -5 PM 2:40

TIME: 2:00pm

CINDY SMITH

Sh-2016-07

BY: \_\_\_\_\_

(1). I, Max Clark, Affiant, being legally sworn, on oath deposes and says that the following property constitutes evidence of the commission of a crime: POSSESSION of CDS ( Marijuana ).

(2). Marijuana, including any device or apparatus used for packaging, weighing, distribution, use or concealment, to include storing or transporting marijuana. Any other Illegal Narcotics or Narcotic paraphernalia or any items used to manufacture any illegal narcotics. Proceeds and/or records of proceeds from the sale of illegal narcotics. Records of sales and records showing dominion and control. Any drug paraphernalia, photographs or video tapes depicting drug activity. Any drug paraphernalia, photographs or video tapes depicting drug activity. Cellphones: make and model of phone (including ESN number on phone), to include Subscriber Identity Module (SIM) card, any Short Message Service (SMS) also known as text messages, and any jpg file extensions or picture files, data storage devices or storage media, which in whole or part depict letters, electronic mail, Internet chat communications, contact information, legal documents photographs, images, graphics, pictures, videos, movies, audio or video recordings or motion pictures, or any recorded document depicting communication, correspondence or storage of these communications, files, graphics, documents, or other data related. Human detection devices to include but not limited to police scanners, audio and video monitoring equipment, and other devices used to avoid detection by law enforcement.

(3). And that the above mentioned property is now located as follows: The residence of Nathan Fox located at 536 East Jackson street in the City of McAlester within Pittsburg County. The residence is further described as a single story dwelling tan in color with white trim and a multi colored composition roof. The residence also has an attached carport on the west side of the residence. The front door of the residence faces North

To include all persons, vehicles, vessels, outbuildings, and curtilage.

In the city of McAlester, Pittsburg County, STATE OF OKLAHOMA

**(4). Based upon the following facts**

- (A). Your Affiant is a detective with the McAlester Police department assigned to the City of McAlester/Pittsburg County Narcotics Enforcement Unit. Your Affiant has been so employed as an officer with the McAlester Police Department since August of 1997.**
- (B). Your Affiant worked as a Deputy with the Pushmataha County Sheriff's Department from March of 1997 until August of 1997.**
- (C). Your Affiant completed the COPS program from Eastern Oklahoma State college in December of 1996 and became a State of Oklahoma Certified Police Officer.**
- (D). Your Affiant has received specialized training in Basic Narcotics and Dangerous Drug laws, Hydroponic marijuana cultivation and highway/ street interdiction from the federal Drug Enforcement (DEA) and the Oklahoma Bureau of Narcotics.**
- (E). Your Affiant has investigated numerous narcotics cases which led to the arrests and conviction of numerous defendants, and seizure of assets.**
- (F). Your Affiant has over one thousand hours of CLEET continuing education.**
- (G). Your Affiant has conducted numerous interviews of informants, and used informants from everything to the purchase of illegal narcotics to obtaining search warrants.**
- (H). Your Affiant, based upon training and experience, knows that people who sell drugs often communicate with other sellers and buyers by letters, notes, written memos, and other memorandum which refer to drugs sales, prices, deliveries and debts and/or telephone numbers of their associates in illegal drug trafficking, and that sometimes these notes and/or memorandum are in code form at their residence.**
- (I). Your Affiant further knows through training and experience that people who buy and sell drugs, take photographs and video tape their associates, illicit activities and the places where those activities occur and commonly maintain these items as part of their property at their residence.**
- (J). Your Affiant knows from training and experiences that users and sellers of illegal controlled dangerous substances will often conceal their illegal controlled substances on their person and/or in their vehicle to avoid detection by law enforcement officers at their residence.**
- (K). Your Affiant further knows through training and experience that drug traffickers will frequently utilize sensors, video cameras, audio monitors, police scanners and other devices to avoid detection and apprehension by law enforcement officers at their residence.**

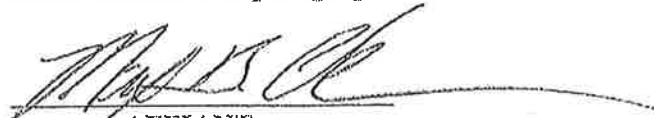
(L). Your Affiant received Two (2) separate anonymous complaints on 01-21-2016 on an individual named Nathan Fox. One complaint stated that Nathan Fox lived on East Jackson two houses west of 6<sup>th</sup> and Jackson on the South side of the road. That complaint also stated that Nathan works at the Hampton Inn and smokes a lot of Marijuana and does not drive but rides around with Kalee McCombs. The second complaint stated that Nathan was living on East Jackson by 6<sup>th</sup> street and was using and selling Marijuana.

(M). On Friday, January 29, 2016, Agent Kevin Fox and I collected the trash from the residence described in paragraph three of this affidavit that was placed out by the roadway for collection. The following items were found in the trash that was placed out by the roadway for collection.

- (1). Two (2) Envelopes. One (1) from Vyve addressed to K'Lea McCombs at 536 East Jackson, and One (1) plain white envelope with the name Nathan Fox written on it.
- (2). Six (6) small clear plastic baggies Five (5) new ones and One (1) used one ripped in half.
- (3). Three (3) plastic sandwich bags with the odor of raw marijuana on them One (1) containing a small amount of green leafy residue in it.
- (4). One (1) used Swisher Sweet Cigarillo package that contained a green leafy residue in it. The substance was field tested and tested positive for Marijuana.

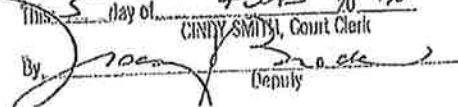
(N). Your Affiant knows through training and experience that when items associated with illegal narcotics are found in the trash that there is usually illegal narcotics in the residence. The small baggies that were found in the trash indicate that they are usually selling and distributing illegal narcotics.

(O). Therefore, in view of the facts set forth above, your Affiant is asking that a search warrant be issued for the property described in paragraph number three (3) of this affidavit and for the items described in paragraph number two (2) of this affidavit.

  
AFFIANT

Subscribed and sworn to before me this 28 day of Jan 20 16

  
JUDGE OF THE DISTRICT COURT  
PITTSBURG, COUNTY, OKLAHOMA

COUNTY OF PITTSBURG } SS  
STATE OF OKLAHOMA }  
I, CINDY SMITH, Court Clerk in and for Pittsburg County State of Oklahoma do hereby certify that the within and foregoing is a full, true and correct copy of the original SW-2016-01  
as the same appears on file and record in my office in witness whereof, I hereunto set my hand and affix the seal of said court.  
This 5 day of Feb 20 16  
By  Deputy  
CINDY SMITH, Court Clerk

# SEARCH WARRANT

COUNTY OF PITTSBURG

2016 FEB -5 PM 2:40

Sw-2016-07

IN THE NAME OF THE STATE OF OKLAHOMA, TO ANY SHERIFF, POLICEMAN OR  
LAW ENFORCEMENT OFFICER IN THE COUNTY OF PITTSBURG.

BY

DEPUTY

- (1). The above affidavit having been sworn to by the Affiant, Max Clark, before me this day, based upon the facts stated therein, probable cause having been found I command you to search for the following described property and things, and make a return according to law:
- (2). Marijuana, including any device or apparatus used for packaging, weighing, distribution, use or concealment, to include storing or transporting marijuana. Any other Illegal Narcotics or Narcotic paraphernalia or any items used to manufacture any illegal narcotics. Proceeds and/or records of proceeds from the sale of illegal narcotics. Records of sales and records showing dominion and control. Any drug paraphernalia, photographs or video tapes depicting drug activity. Cellphones: make and model of phone (including ESN number on phone), to include Subscriber Identity Module (SIM) card, any Short Message Service (SMS) also known as text messages, and any jpg file extensions or picture files, data storage devices or storage media, which in whole or part depict letters, electronic mail, Internet chat communications, contact information, legal documents photographs, images, graphics, pictures, videos, movies, audio or video recordings or motion pictures, or any recorded document depicting communication, correspondence or storage of these communications, files, graphics, documents, or other data related. Human detection devices to include but not limited to police scanners, audio and video monitoring equipment, and other devices used to avoid detection by law enforcement.
- (3). And that the above mentioned property is now located as follows: The residence of Nathan Fox located at 536 East Jackson street in the City of McAlester within Pittsburg County. The residence is further described as a single story dwelling tan in color with white trim and a multi colored composition roof. The residence also has an attached carport on the west side of the residence. The front door of the residence faces North

To include all persons, vehicles, vessels, outbuildings, and curtilage.

In the city of McAlester, PITTSBURG County, State of Oklahoma.

COUNTY OF PITTSBURG } ss  
STATE OF OKLAHOMA }  
I, CINDY SMITH, Court Clerk in and for Pittsburg County State of Oklahoma do hereby certify that the within and foregoing is a full, true and correct copy of the original Sw-2016-07 as the same appears on file and record in my office in witness whereof I hereunto set my hand and affix the seal of said court.

Issued under my hand this 22 day of Jan 20 16

This 5 day of Feb 20 16

CINDY SMITH Court Clerk

Deputy

JUDGE OF THE DISTRICT COURT  
PITTSBURG COUNTY, OKLAHOMA

# SEARCH WARRANT RETURN

PITTSBURG COUNTY, OKLAHOMA

2016 FEB -5 PM 2:40

STATE OF OKLAHOMA)  
) SS.  
COUNTY OF PITTSBURG)

CINDY SMITH

SW-2016-07

BY

DEPUTY

The following described property was seized under this warrant on the 3<sup>rd</sup> day of February, 2016.

One (1) Black Wooden Box  
One (1) Metal Smoking Pipe with suspected Marijuana residue  
One (1) Small plastic baggie with suspected Marijuana residue  
One (1) Orange glass smoking pipe with burnt residue  
One (1) Small Plastic baggie containing an unknown tar like substance  
Numerous new empty plastic baggies  
One (1) Metal marijuana grinder with residue  
One (1) Punch cardboard box possible making of homemade explosive device  
One (1) Black with green lid pill bottle containing green leafy substance  
Two (2) Glass Smoking pipes with residue  
Two (2) Packages of rolling papers (ZigZag/ Raw)  
One (1) Cardboard rolling tray with Marijuana residue  
One (1) Maroon color glass bong containing water and burnt residue  
One (1) Pint mason jar containing burnt residue

I, Max Clark, the Agent by whom this warrant was executed on this 3<sup>rd</sup> day of February, 2016, do swear that the above inventory contains a true and detailed account of all property taken by me on this warrant.

  
AFFIANT

Subscribed and sworn to before me this 5 day of Feb, 2016.

  
JUDGE OF THE DISTRICT COURT  
PITTSBURG COUNTY, OKLAHOMA

COUNTY OF PITTSBURG } SS  
STATE OF OKLAHOMA  
I, CINDY SMITH, Court Clerk in and for Pittsburg County State of Oklahoma do hereby certify that the within and foregoing is a full, true and correct copy of the original SW-2016-07 as the same appears on file and record in my office in witness whereof, I hereunto set my hand and affix the seal of said court.

This 5 day of Feb 2016

CINDY SMITH, Court Clerk

By   
Deputy

# MCALESTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## RELEASE SHEET

### PARTY INFORMATION

**FOX, NATHAN**

Booking Number 2016-2357



DOB 1994  
Age 22  
Sex MALE  
Race WHITE  
Hair  
Eye  
Ethnicity  
Height 6'1"  
Weight 160 lbs.  
Birth City  
Birth Place

Submitted Date 12/21/2014 23:06

Social Security Number  
Driver License

State OK Expiration 3/31/2014

### HOME ADDRESS

Address 2741 N VINE  
City MCALESTER  
State OK  
Zip Code 74501  
Phone (918)470-1166

### EMERGENCY CONTACT INFORMATION

Name	N/A	Relationship	N/A
Address	N/A		

### BOOKING INFORMATION

Booking Number	2016-2357	Booked Date	02/03/2016 15:12
Booked Type	FULL BOOKING	Cell Number	N/A
Classification	MEDIUM SECURITY	Custody Status	
Medical Eligible	YES	Med. Eligible Start	02/03/2016 15:12
Inmate Status	CONFINED BUT NOT CONVICTED		
Booking Officer	LEHR, MEGAN		

Searched Officer

Call Made NO

Inmate is an Immigration Alien ? NO

### RELEASED INFORMATION

Released Date	02/03/2016 15:17	Reason	IN TRANSIT
Total Days In Jail	1 Day(s)	Released Officer	LEHR, MEGAN
Bondsman			
Released Notes	PCSO		

# MCALESTER POLICE DEPARTMENT

P.O. Box 388 McAlester, Oklahoma 74502  
(918)423-1212

## RELEASE SHEET

### ARREST INFORMATION

Arrest Date 02/03/2016 15:16  
Arresting Agency MCALESTER POLICE DEPARTMENT  
Arresting Officer Clark, Max  
Type Of Arrest TAKEN INTO CUSTODY (BASED ON WARRANT AND/OR INCIDENT REPORT)  
Arrest Location 536 E JACKSON  
Arrest Local ID  
DUI / DWI Arrest ? NO  
  
Finger Print Taken YES  
Photo Taken YES  
Cited NO  
Gang/Tribe/Affiliation  
  
Finger Print #  
NCIC Check YES  
Citaiton Number

Was arrestee armed with weapon? NO

Is the arrestee under 18 years of age? NO

Attorney  
Bondsman

### CHARGE INFORMATION

#### CASE NUMBER 1

Case Number	Warrant Number
Court	Department
Court Date	Sentence Start
Bail Type	Bail Amount

#### CHARGE NUMBER 1

Charge From	Arrest	Charge Type	Non-Statute Based
Charge Desc.	POSS OF CDS		
Disposition	AB- Dist Court		

I HAVE READ THE ABOVE ACCOUNTING OF MY PROPERTY AND MONEY AND FIND IT TO BE ACCURATE.  
I HAVE ANSWERED THE MEDICAL QUESTIONS ACCURATELY.  
I HAVE READ AND UNDERSTAND THE JAIL RULES.  
I HAVE RECEIVED ALL OF THE ABOVE PROPERTIES BACK.

INMATE SIGNATURE \_\_\_\_\_

RELEASED OFFICER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

If inmate is released to another agency.

RELEASED TO AGENCY \_\_\_\_\_

TRANSPORTING OFFICER \_\_\_\_\_

Name

Signature

DATE / TIME \_\_\_\_\_



**W: Nathan fox**

Chris Morris

ient: Thursday, April 21, 2016 8:09 AM

o: Gary Wansick

attachments: Image001.jpg (5 KB)

Detective Chris Morris

McAlester Police Department

918)421-4944 (918)424-1225

rom: Burton, Jonathan (CMG-TulsaTV) [jburton@fox23.com]

ient: Wednesday, April 20, 2016 8:05 PM

o: Chris Morris

subject: Nathan fox

We didn't have the press release in our file, but we have the info.

sent from my iPhone

Begin forwarded message:

**From:** "Thirion, Crystal (CMG-TulsaTV)" <cthirion@fox23.com>

**Date:** April 20, 2016 at 8:02:49 PM CDT

**To:** "Burton, Jonathan (CMG-TulsaTV)" <jburton@fox23.com>

**Subject:** FOX

from JJ:

Im waiting for the info... But

McAlester pd did a search warrant yesterday at 536 e Jackson in McAlester and arrested 2 for possession of Marijuana and drug paraphernalia within 1000 ft of a school/park/church

Not major but maybe a crime pacer or something. It was near a school which is why I requested the mugs and stuff. I'll let you know when I get them.

jk 2/4/2016 10:04:35 AM

Fox, Nathan MUG in gpx

jk 2/4/2016 10:04:04 AM

from Chris Morris:

There is no mug shot of McCombs. Both were arrested after we served a search warrant at their residence located at 536 E Jackson in McAlester, ok. Charged with possession of marijuana within a 1000 ft of a school/park/church and possession of drug paraphenelia. Both subjects were booked in the Pittsburg County Jail and remain in jail with no bond. They will appear in court today at 2pm.

Detective/Sgt Chris Morris

McAlester Police Department

(918)421-4944 (918)424-1225

jk 2/4/2016 10:03:48 AM

**Crystal Thirion | FOX23 Assignment Editor**

918.388.5352 office | 918.510.9513 cell | [cthirion@fox23.com](mailto:cthirion@fox23.com)

This email (including any attachments) may contain material that is confidential and for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

April 18, 2016

**VIA CERTIFIED MAIL**

Ms. Cora Middleton  
McAlester City Clerk  
PO Box 578  
McAlester, OK 74501

Mayor John Brown  
PO Box 578  
McAlester, OK 74501

Chief of Police, Gary Wansick  
PO Box 578  
McAlester, OK 74501

RE: Notice of Government Tort Claim  
Nathan Fox

To Whom It May Concern:

Please accept this letter as notification of the above referenced claimant's assertion of claim against this State Government Subdivision. Pursuant to 51 O.S. § 156(e), the following information is provided with regard to this claim.

1. Date: February 4, 2016
2. Time: 19:43
3. Place: 536 E. Jackson, McAlester, OK 74501
4. Circumstances of the Claim: The City of McAlester Police Department by and through their spokesman, Chris Morris, made defamatory and untrue statements in regard to one, Nathan Fox. That said statements have caused injury to Mr. Fox, affected his ability to make a living, and resulting in scrutiny and being ostracized in the community, all in direct connection to the untrue and misleading statements of Officer Morris.

On February 3, 2016, a search warrant was served on the home of Nathan Fox in McAlester at 536 E. Jackson. The operation was joint effort which included the District 18 Drug Task Force, OBN, and the McAlester Police Department (see MPD incident report #2016-0255). According to the "Search Warrant Return", Officer's Affidavit and any other documentation surrounding the search and subsequent arrest of Mr. Fox, he was found to be in **possession** of

marijuana residue. Although he was subsequently charge with a felony in Pittsburg County Case # CF-16-81, he was still only accused of possessing residue, never engaging in the trafficking or distribution of any controlled dangerous substance.

On February 4, 2016, Fox 23 News reporter Ashi Lincoln reported on air from McAlester in a report that would later be uploaded to the Fox 23 News website and titled "Drug Bust Near School in McAlester". According to the report Pittsburg County, which would include the City of McAlester, had received federal funds to fight "the war on drugs", specifically drug traffickers.

Ms. Lincoln next interviewed neighbors of Mr. Fox about his arrest. Neighbor Arthur McBride told the reporter, "the more people off the street that are doing it and **selling** it, the better I think." Mr. McBride never appeared to be corrected by any persons associated with the investigation that Mr. Fox in fact was not charged with, and no evidence existed that he had sold any controlled dangerous substance.

Ms. Lincoln next interviewed Sargent. Chris Morris, speaking for the City of McAlester Police Department. Sargent. Morris, while standing in front of the home of Nathan Fox, issued the following statement:

"We've really tried to step up our drug enforcement here recently."

Reporter Lincoln advised that police told her that after serving the warrant they found marijuana and drug paraphernalia in the home. The video then goes on to show the mug shot photograph of Mr. Fox and Ms. Lincoln states that Mr. Fox and his girlfriend were arrested. She next goes on to report that Sargent Chris Morris says that the City doesn't want to hold the title of being the highest drug trafficking area in Green Country. Morris goes on to state as follows:

"And you know, it's one of our main focuses is, is to put a stop to that, you know that's not something we're proud of in this area."

The implication that Nathan Fox is a "drug dealer" or "drug trafficker" is clear from the report, and is contrary to the evidence known or should have been known by Morris before making his statements. These untrue and misleading statements, by a public official, were intended to portray Mr. Fox in an untrue and distorted light. This has had a negative effect of Mr. Fox's ability to live and make a living in this community, and the City of McAlester is directly responsible for defaming Mr. Fox.

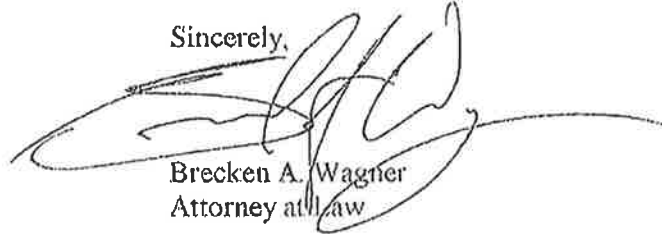
Further, The City of McAlester through their spokesman sought out the attention from Fox 23 News. Knowing full well that their statements would lead any reasonable person that watched the broadcast to conclude that Nathan Fox was a "drug dealer", and perpetuated this distortion of facts to Mr. Fox's neighbors.

- |                                  |                          |
|----------------------------------|--------------------------|
| 5. Identity of the State Agency: | <u>City of McAlester</u> |
| 6. Agencies Involved:            | <u>Police Department</u> |

7. Amount of Compensation or other relief demanded: In excess of \$75,000.00
8. Name, Address and Telephone Number of the Claimant: Nathan Fox c/o  
Wagner & Lynch 109 E. Washington, McAlester, OK 74501
9. Name, Address and Telephone Number of any agent authorized to settle the  
claim: Brecken A. Wagner, Attorney Wagner & Lynch Law, 109 East  
Washington Ave., McAlester, Oklahoma 74501 (918) 421-8843.

Please advise as to the City's position on the above referenced claim.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brecken A. Wagner', is written over the typed name and title. The signature is stylized with a large, sweeping initial 'B' and 'W'.

Brecken A. Wagner  
Attorney at Law



# McAlester City Council

## AGENDA REPORT

Meeting Date:	August 9, 2016	Item Number:	Consent Agenda K
Department:	Engineering	Account Code:	
Prepared By:	George Marcangeli, P.E.	Budgeted Amount:	N/A
Date Prepared:	August 2, 2016	Exhibits:	3

### Subject

Consider and act upon, authorizing the Mayor to sign two (2) separate "Memorandums of Agreement" between the City of McAlester and The Choctaw Nation of Oklahoma and Pittsburg County, Oklahoma for the Tannehill Road resurfacing project.

### Recommendation

Motion to approve the "Memorandums of Agreement" between the City of McAlester and The Choctaw Nation of Oklahoma and Pittsburg County, Oklahoma to allow Pittsburg County and The Choctaw Nation to resurface Tannehill Road from the Talawanda/Stonewall intersection to a point 4.2 miles north of the beginning point of construction.

### Discussion

The Choctaw Nation is proposing to finance the resurfacing of a 4.2 mile long existing asphalt roadway that is identified as the "Tannehill Road" project on the Memorandum of Agreement. The project begins at the Talawanda/Stonewall intersection in north McAlester and ends at the Lake McAlester Road/Tannehill Road intersection. The Bureau of Indian Affairs is performing the survey, design work and inspection for the project and Pittsburg County will be awarding the construction contract for the resurfacing contract work. The County will be doing some road repair work prior to the construction contract work. Only 1600 feet of the project is located inside the City of McAlester (Stonewall Avenue to Reed Avenue). After construction is completed, the City will be responsible for maintenance, upkeep and repair of only the City portion of the project.

It is not anticipated that there will be any financial responsibility to the City for this project. City will be allowing the Choctaw Nation and the County to perform work on Talawanda right-of-way. No utility relocation work is anticipated since all work is taking place on the road surface.

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

N/A

*[Signature]*

Date

8/2/16

*[Signature]*

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CHOCTAW NATION OF OKLAHOMA  
AND  
THE CITY OF McALESTER, OKLAHOMA**

This AGREEMENT is made by and between the CHOCTAW NATION OF OKLAHOMA, hereinafter referred to as the "NATION" and CITY of McALESTER, OKLAHOMA hereinafter referred to as the CITY.

**1. CONTRACT PERIOD**

THIS AGREEMENT becomes effective this \_\_\_\_ day of \_\_\_\_\_, and shall automatically terminate upon final completion of the Project unless terminated or modified as hereinafter provided.

**2. SCOPE AND LOCATION OF PROJECT**

- a. The NATION and CITY agree that the scope of the Tannehill Road project includes the design and construction of roadway improvements along Tannehill Road, northwest of the CITY. The Tannehill Road project is more specifically described as beginning at the intersection of Stonewall Avenue and N. Talawanda Street in the CITY or at a point approximately 3,900 feet east and approximately 1,350 feet south of the NW Corner of Section 36, T6N, R14E, Pittsburg County Oklahoma, heretofore referred to as the Beginning of Project (BOP). The project then extends approximately 4.20 miles in a northwesterly direction to a point approximately 1,050 feet north of the SE Corner of Section 16, T6N, R14E and on the Section line between Section 15, T6N, R14E and Section 16, T6N, R14E, Pittsburg County Oklahoma heretofore referred to as the End of Project (EOP).

The portion of the Tannehill Road project that lies within the jurisdiction of the CITY is described as beginning at the BOP described above and extending in a northwesterly direction approximately 1600 feet to the intersection of Reed Street and N. Talawanda Street, City Limits of the City of McAlester, or at a point approximately 3100 feet east of the NW Corner of Section 36, T6N, R14E and on the Section Line between Section 36, T6N, R14E and Section 25, T6N, R14E, Pittsburg County Oklahoma.

The Tannehill Road project is further identified as Choctaw Nation of Oklahoma Tribal Transportation Program (TTP) Route Number 2641, TTP Project No. G09907-2641(1) S. The Tannehill Road project consists of Leveling, Surfacing (Asphalt Concrete), and Safety Feature Construction along the subject city street / county road.

**3. PRE-CONSTRUCTION RESPONSIBILITIES**

- a. If require, the CITY shall furnish rights-of-way, within the CITY portion of the Tannehill Road project, through privately owned property. If the CITY portion of the Tannehill Road project passes through Government owned or controlled land, the CITY agrees to make application and acquire such rights-of-way for a public highway in accordance with

the appropriate regulatory requirements, including 25 CFR 169 for rights-of-way over Indian Lands.

- b. If required, the CITY shall furnish all necessary Temporary Construction, Utility and Drainage Easements, within the CITY portion of the Tannehill Road project, required for the construction of the Tannehill Road project.
- c. If required, the CITY shall be responsible for relocating all utilities which conflict with the construction, within the CITY portion of the Tannehill Road project. This responsibility includes acquiring all permits necessary to relocate said utilities.
- d. If utility relocation activities are required, the CITY shall be responsible for verifying that the Utilities, within the CITY portion of the Tannehill Road project, are relocated to the proper corridors along the Right-of-Way.
- e. The NATION, working through the BIA, shall perform all necessary preconstruction activities for preparation of the Plans, Specifications, and Engineer's Estimate (PS&E) package for the Tannehill Road project. The PS&E package shall be prepared in accordance with the most recent "American Association of State Highway and Transportation Officials (AASHTO), *Policy on Geometric Design of Highways and Streets*"; the "Oklahoma Department of Transportation (ODOT), *Roadway Design Manual*"; or the "State of Oklahoma, *2013 County Highway System Design Guidelines Manual*". The PS&E shall also adhere to the Construction and Materials specifications found in the ODOT, *2009 Standard Specifications for Highway Construction*.
- f. The NATION, working through the BIA, shall provide the CITY pre-construction technical assistance such as Right-of-Way document review and utility relocation review, as needed, for the Tannehill Road project.

#### 4. CONSTRUCTION RESPONSIBILITIES

- a. PITTSBURG COUNTY shall advertise the Tannehill Road project for construction bids, issue bid proposals, receive and tabulate the bids, and award a contract for construction of the Tannehill Road project in accordance with existing PITTSBURG COUNTY procedures and applicable laws. A copy of the executed construction contract (Contract) will be provided to the NATION and CITY prior to commencing contract work.
- b. PITTSBURG COUNTY shall notify the NATION and the CITY of the Tannehill Road project bid opening date; as well as, all pre-award, pre-construction, and final inspection dates.
- c. The NATION, working through the BIA, shall monitor and inspect all work performed by the contractor on the Tannehill Road project. The NATION, working through the BIA, shall also provide such engineering, inspection, and testing services as may be required to ensure that the construction of the Tannehill Road project meets the requirements set forth in the contract documents and ODOT, *2009 Specifications for Highway Construction*.



---

## **5. FUNDING AND FINANCE RESPONSIBILITIES**

- a. The NATION agrees to provide the CITY funding for all reasonable and agreed upon costs associated with the required Right-of-Way acquisitions and utility relocations, within the CITY portion of the Tannehill Road project, that are statutorily the responsibility of the CITY.

## **6. MAINTENANCE RESPONSIBILITIES**

- a. The CITY acknowledges full responsibility for maintenance, upkeep, and repair, within the CITY portion of the Tannehill Road project, to the extent required by law and further covenants to keep the Tannehill Road project roadway open to the public, so long as necessary or that public necessity and convenience requires.

## **7. OWNERSHIP OF DOCUMENTS**

- a. To the extent permitted by law, all data prepared under this AGREEMENT shall be made available to the NATION and / or PITTSBURG COUNTY, without restriction or limitation on further use, with the exception of any documents or information which would be considered attorney/client privilege by the CITY.

## **8. TERMINATION**

- a. This agreement may be terminated by any of the following conditions:
  - (1) By mutual written agreement and consent of both parties.
  - (2) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
  - (3) By the unavailability of funds for construction of the project.
- b. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the CITY and the NATION under this AGREEMENT. If the potential termination of this AGREEMENT is due to the failure of either the CITY or the NATION to fulfill an obligation as set forth herein, the parties agree to first make a good faith effort to remedy the issue within a period mutually agreed upon.

**APPROVED BY:**  
CHOCTAW NATION OF OKLAHOMA  
ROADS DEPARTMENT  
529 NORTH 16<sup>TH</sup> STREET  
P.O. BOX 1210  
DURANT, OKLAHOMA 74702

**APPROVED BY:**  
CITY OF McALESTER,  
P.O. BOX 578,  
1<sup>ST</sup> AND WASHINGTON  
McALESTER, OKLAHOMA 74502-0578

\_\_\_\_\_  
EXECUTIVE DIRECTOR Date  
OF NATURAL RESOURCES,  
CHOCTAW NATION OF OKLAHOMA

Sworn & subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission is due to expire:

\_\_\_\_\_

\_\_\_\_\_  
MAYOR, Date

Sworn & subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

My Commission is due to expire:

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN  
PITTSBURG COUNTY, OKLAHOMA  
AND**

**THE CITY OF McALESTER, OKLAHOMA**

This AGREEMENT is made by and between PITTSBURG COUNTY, OKLAHOMA, hereinafter referred to as the "COUNTY" and the CITY OF McALESTER, OKLAHOMA hereinafter referred to as the "CITY".

**1. CONTRACT PERIOD**

- a. THIS AGREEMENT becomes effective this 18<sup>th</sup> day of July, 2016, and shall automatically terminate upon final completion of the Project unless terminated or modified as hereinafter provided.

**2. SCOPE AND LOCATION OF PROJECT**

- a. The COUNTY and CITY agree that the scope of the Tannehill Road project includes the design and construction of roadway improvements along Tannehill Road, northwest of the CITY. The Tannehill Road project is more specifically described as beginning at the intersection of Stonewall Avenue and N. Talawanda Street in the CITY or at a point approximately 3,900 feet east and approximately 1,350 feet south of the NW Corner of Section 36, T6N, R14E, Pittsburg County Oklahoma, heretofore referred to as the Beginning of Project (BOP). The project then extends approximately 4.20 miles in a northwesterly direction to a point approximately 1,050 feet north of the SE Corner of Section 16, T6N, R14E and on the Section line between Section 15, T6N, R14E and Section 16, T6N, R14E, Pittsburg County Oklahoma heretofore referred to as the End of Project (EOP).

The portion of the Tannehill Road project that lies within the jurisdiction of the CITY is described as beginning at the BOP described above and extending in a northwesterly direction approximately 1600 feet to the intersection of Reed Street and N. Talawanda Street, City Limits of the City of McAlester, or at a point approximately 3100 feet east of the NW Corner of Section 36, T6N, R14E and on the Section Line between Section 36, T6N, R14E and Section 25, T6N, R14E, Pittsburg County Oklahoma.

The portion of the Tannehill Road project that lies within the jurisdiction of the COUNTY is described as beginning at the intersection of Reed Street and N. Talawanda Street, City Limits of the City of McAlester or at a point approximately 3100 feet east of the NW Corner of Section 36, T6N, R14E and on the Section Line between Section 36, T6N, R14E and Section 25, T6N, R14E, Pittsburg County Oklahoma. The project then extends approximately 3.90 miles in a northwesterly direction to the EOP described above.

The Tannehill Road project is further identified as Choctaw Nation of Oklahoma Tribal Transportation Program (TTP) Route Number 2641, TTP Project No. G09907-2641(1) S. The Tannehill Road project consists of Leveling, Surfacing (Asphalt Concrete), and

Safety Feature Construction along the subject city street / county road.

### **3. PRE-CONSTRUCTION RESPONSIBILITIES**

- a. If required, the COUNTY / CITY shall furnish rights-of-way, within their respective jurisdictions, for the Tannehill Road project, through privately owned property. If the COUNTY / City portions of the Tannehill Road project passes through Government owned or controlled land, the COUNTY / CITY agrees to make application and acquire such rights-of-way for a public highway in accordance with the appropriate regulatory requirements, including 25 CFR 169 for rights-of-way over Indian Lands.
- b. If required, the COUNTY / CITY shall furnish all necessary Temporary Construction, Utility and Drainage Easements, within their respective jurisdictions, required for the construction of the Tannehill Road project.
- c. If required, the COUNTY / CITY shall be responsible for relocating all utilities which conflict with the construction, within their respective jurisdictions, of the Tannehill Road Project. This responsibility includes acquiring all permits necessary to relocate said utilities.
- d. If utility relocation activities are required, the COUNTY / CITY shall be responsible for verifying that the Utilities, within their respective jurisdictions, are relocated to the proper corridors along the Right-of-Way.
- e. The COUNTY shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award a contract for construction of the Tannehill Road project in accordance with existing COUNTY procedures and applicable laws. A copy of the executed construction contract (Contract) will be provided to the CITY prior to commencing contract work.

### **4. CONSTRUCTION RESPONSIBILITIES**

- a. The COUNTY shall notify the CITY of the Tannehill Road project bid opening date, as well as all pre-award, pre-construction, and final inspection dates.

### **5. MAINTENANCE RESPONSIBILITIES**

- a. The COUNTY / CITY acknowledges full responsibility for maintenance, upkeep, and repair, within their respective jurisdictions, of the Tannehill Road project, to the extent required by law and further covenants to keep the Tannehill Road project roadway open to the public, so long as necessary or that public necessity and convenience requires.

### **7. OWNERSHIP OF DOCUMENTS**

- a. To the extent permitted by law, all data prepared under this AGREEMENT shall be made available to the COUNTY and CITY without restriction or limitation on further use, with the exception of any documents or information which would be considered attorney/client privilege by the COUNTY or CITY.

**8. TERMINATION**

- a. This agreement may be terminated by any of the following conditions:
- (1) By mutual written agreement and consent of both parties.
  - (2) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
  - (3) By the unavailability of funds for construction of the project.
- b. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the COUNTY and CITY under this AGREEMENT. If the potential termination of this AGREEMENT is due to the failure of either the COUNTY or CITY to fulfill an obligation as set forth herein, the parties agree to first make a good faith effort to remedy the issue within a period mutually agreed upon.

**APPROVED BY:**

BOARD OF COUNTY COMMISSIONERS  
115 E. CARL ALBERT PARKWAY  
McALESTER, OKLAHOMA 74501

**APPROVED BY:**

CITY OF McALESTER,  
P.O. BOX 578,  
1<sup>ST</sup> AND WASHINGTON  
McALESTER, OKLAHOMA 74502-0578

*Ron Nelson* 07/18/2016  
CHAIRMAN, \_\_\_\_\_ Date  
PITTSBURG COUNTY

\_\_\_\_\_  
MAYOR \_\_\_\_\_ Date

*[Signature]* 07/18/2016  
MEMBER \_\_\_\_\_ Date

Sworn & subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
MEMBER \_\_\_\_\_ Date

NOT APPLICABLE  
MEMBER \_\_\_\_\_ Date

Sworn & subscribed to before me this

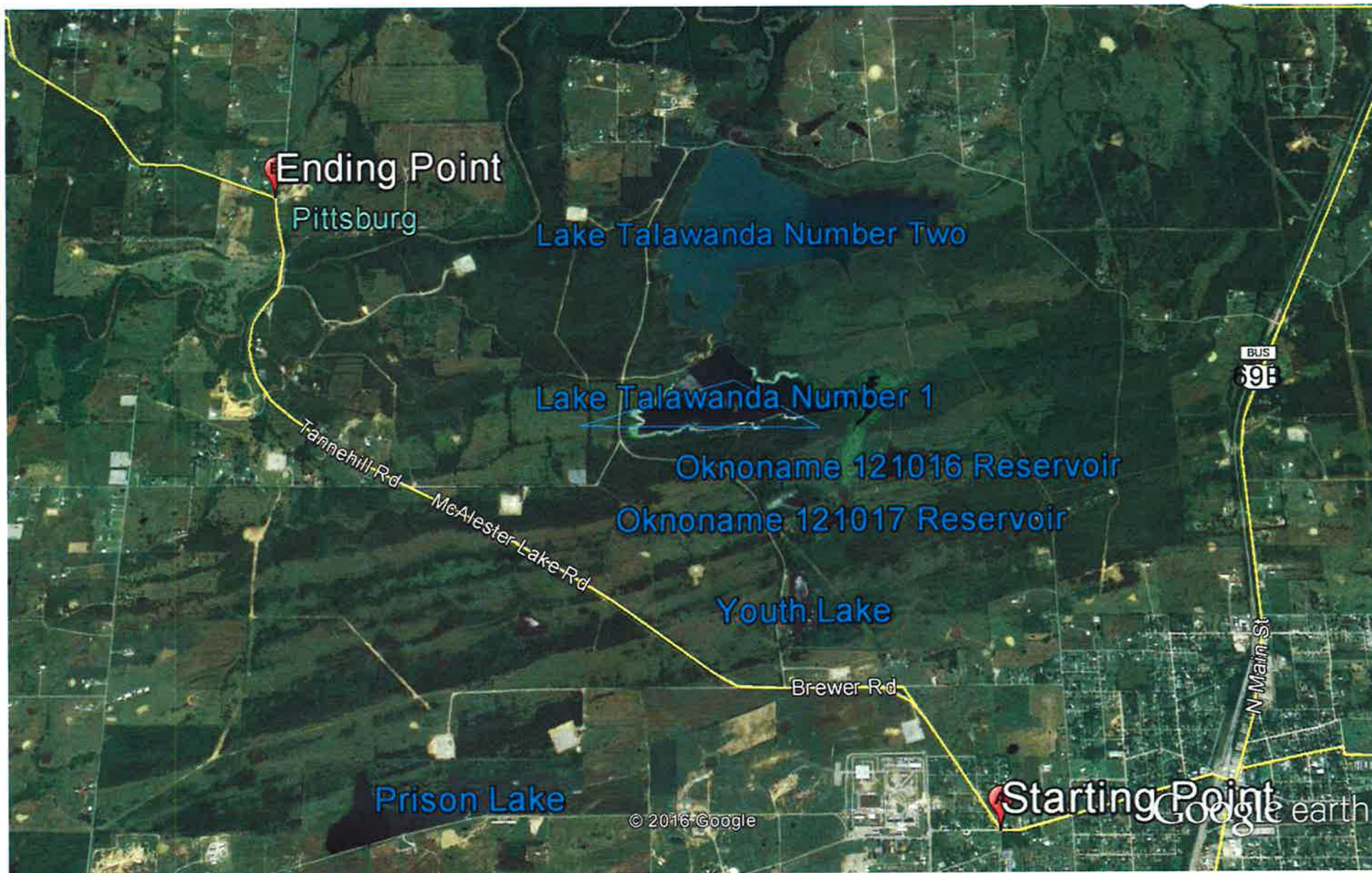
18<sup>th</sup> day of July, 2016

*Hope Trammell*  
COUNTY CLERK









Google earth







# McAlester City Council

## AGENDA REPORT

Meeting Date: August 9, 2016  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: August 2, 2016

Item Number: 1  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider and act upon, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; 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

*[Signature]*

8/4/16

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,  
AMENDING ORDINANCE NO. 2568 WHICH ESTABLISHED THE  
BUDGET FOR FISCAL YEAR 2016-17; REPEALING ALL  
CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY  
CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2538 setting forth the Budget for Fiscal Year 2016-2017 beginning July 1, 2016 and ending June 30, 2017; 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 2016-2017 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 2016-2017 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 2016-2017 Budget.

**SECTION 2:** All portions of the existing FY 2016-2017 Budget, Ordinance No. 2568 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 \_\_\_\_\_, 2016.**

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

By \_\_\_\_\_  
**John Browne, Mayor**

**ATTEST:**

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

**Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**William J. Ervin, City Attorney**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
14	40999		Fund Balance	-	6,500	6,500
14	40333		Grant Revenue	-	6,500	6,500
			Total		13,000	-

[illegible]

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

Appropriate funds for purchase of 21 Bulletproof vests with a 50% matching grant.

City Clerk



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>August 9, 2016</u>	Item Number:	<u>2</u>
Department:	<u>Public Works</u>		
Prepared By:	<u>Toni Ervin, CFO</u>	Account Code:	<u></u>
Date Prepared:	<u>August 2, 2016</u>	Budgeted Amount:	<u>\$15,920.00</u>
		Exhibits:	<u></u>

### Subject

Consider and act upon, authorizing the Mayor to sign a lease purchase agreement with Arvest Equipment Finance pursuant to Section 2-275 of the McAlester City Code, for one new and unused Excavator with Trailer.

### Recommendation

Motion to approve and authorize the Mayor to sign the lease purchase agreement with Arvest Equipment Finance for the Excavator and Trailer.

### Discussion

The Utility Maintenance Department is down to one backhoe for water and sewer main repairs. This excavator is needed in order for them to do repairs in an expedient manor.

Please find attached:

Invoice from John Deere for Excavator

Invoices from Kaufman Trailers for Trailer and delivery

Interest quotes from; Arvest, First National Bank, and Welch State Bank

Copy of Lease Purchase Agreement

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

ms Stasiak

Date

8/4/16

**JOHN DEERE**Customer Purchase Order for John Deere  
Construction and Forestry Products - USA

PO#

04283560

PO Revision#

Original

<b>PURCHASER NAME AND ADDRESS (First Signer)</b>				<b>DEALER NAME AND ADDRESS</b>			
NAME(First, Middle, Last) MCALESTER PUBLICS WORK AUTHORITY				DEALER NAME YELLOWHOUSE MACHINERY CO.		Dealer Account No.: 170478	
STREET or RR 28 E WASHINGTON AVE				STREET or RR 11500 I-40 EAST			
CITY MCALESTER	STATE OK	ZIP CODE 74501	COUNTY Pittsburg	CITY AMARILLO	STATE TX	ZIP CODE 79118	Phone Number 806-336-1661
PHONE NUMBER		EMAIL ADDRESS		Date Of Order: Aug 01, 2016			
<b>PURCHASER NAME AND ADDRESS (Second Signer)</b>				Dealer Order No.: 06288027		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
NAME(First, Middle, Last)				PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 49 Highways & Streets	
STREET or RR				Add Purchaser to Mailing List (Check One or More)			
CITY				<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
STATE				PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual			
ZIP CODE				Purchaser Acct.:			
COUNTY				<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
PHONE NUMBER		EMAIL ADDRESS		NO.:			

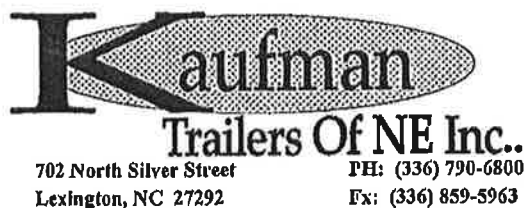
EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE: Use County PITTSBURG		Use State/Province OK		COUNTY CODE 121		
Ultimate Uptime Package Purchase: 5/5000 hrs (Initials)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		(Initials)				
QTY	Size	Model	Size	Model	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				2016 JOHN DEERE 50G COMPACT EXCAVATOR Stock # 55817 0		1FF050GXVGH284389	\$ 63,169 18
1					AT439376 24" HVY DUTY BUCKET 5.2 CU F Stock # 55819 0		AT439376	\$ 1,041 00
1					AT397391 80ZU HYD CLAMP KIT (NU) Stock # 55818 0		AT397391	\$ 1,716 66
+ John Deere Extended Warranty : 5yr 5000hr full machine warranty								\$ 2,032 00
<b>(1) TOTAL CASH PRICE</b>								<b>\$ 67,978 84</b>

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
<b>COMMENTS:</b>				
60 MONTH OR 5000 HOUR FULL MACHINE IN HOUSE WARRANTY				
MACHINE ALSO HAS PREMIUM PLUS ULTIMATE UPTIME PACKAGE				
THIS MACHINE IS USING SW192 STATE CONTRACT PRICING				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 67,978 84
			(5) SUBTOTAL	\$ 67,978 84
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE	\$ 67,978 84

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this

document. The Purchaser promises to pay the Balance Due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



## Invoice

Invoice: GEN-222032  
Invoice Date: 8/1/2016  
Sales Order: 222032  
Sales Date: 8/1/2016  
Salesperson: Eddie Heitman  
Terms: cashiers check

Bill To:  
City of McAlester Fleet Maintenance Dept  
1212 N. West Street  
McAlester, OK 74501

Ship To:  
Same

Work Order	VIN	YEAR	MODEL	GVWR	Price
FDWR-7K-22D		2017	FDWT-7K-22D	15,000	\$4,590.00

Shipping Charges:

FET Tax:

FET Tax:

FET Tax:

Deposit:

Documentation:

Balance Due Upon Delivery: \$0.00

Sale Amount:

Standard warranty covers materials and workmanship. Trailer is not warranted for any particular fitness or use. It is the sole responsibility of the buyer to insure that the use of trailer complies with axle weight and length laws for the intended area of use. Proper vehicle hitch and securing of coupler are the responsibility of buyer.

I have received and I'm responsible for following all warranty, warning label, proper use and maintenance information. It is my responsibility to keep all warning labels legible on my trailer. I can order replacement warning labels from Kaufman at no charge. By signing below I accept and agree to the above terms and conditions.

All Sales are final.

Customer Name (Printed) \_\_\_\_\_

Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

TR-00086

**Nobody Sells a Quality Trailer for LESS**





704B N Silver St  
Lexington, NC 27292

**INVOICE** tds-222032

Sales Order: 11/25/2507  
Invoice Date: 8/1/2016  
Salesperson: E Heltman  
Terms: prior to shipment

**Bill To:**  
City of McAlester Fleet Maintenance Dept  
1212 N West Street  
McAlester OK 74501

**Ship To:** Same

Descrlption	Amount:
TRAILER DELIVERY	\$400.00

Deposit: \$ -  
Amount Due: \$ 400.00

**Please make your check payable to:**  
Trailer Delivery Service  
704B N. Silver ST  
Lexington, NC 27292

## Arvest Equipment Finance

4600 SE 29<sup>th</sup> St.  
Del City, OK 73115

Date: Tuesday, August 02, 2016

Provided for: Gene Walker – Arvest Bank - McAlester

Provided by: Brian Nave CLFP – Arvest Equipment Finance Specialist

Customer: McAlester Public Works Authority

Customer Location: McAlester, OK

Equipment Description: John Deere Excavator and Trailer

Equipment Cost:  $\$67,978.64 + \$4,990.00 = \$72,968.64$

Delivery Date: June 1, 2016

Rate: 3.47% Non-Bank Qualified Taxable Rate

Term (months): 60 monthly payments amortized @ \$1,326.45 per month

Structure Type: Equipment Finance Agreement

Residual (\$): None

Advance / Arrears: Arrears

Documentation/Filing Fee: \$0

Guarantors: None

Prepayment Penalty: None

The above quote assumes the following:

- **PAYMENTS HAVE NO APPLICABLE TAXES ADDED**
- Proposal is pending the review of requested financial information, equipment valuation, and subsequent approval of same.
- Proposal is valid until May 31, 2016

Thank you for the opportunity to provide this proposal. There are other financing options available. If after your review you would like to pursue another alternative, please feel free to contact me via phone @ 405-808-7823 or via email at bnave@arvest.com.

**Sheila Norman**

---

**From:** Sayer R. Brenner <sbrenner@fnbmcalester.com>  
**Sent:** Thursday, May 05, 2016 7:32 AM  
**To:** Sheila Norman  
**Subject:** RE: Interest Rate

Sheila,

Our rates on non-tax exempt would be 5.5% tax exempt would be 3.95% for 5 yrs. 3.45% for 4 yrs. Call me with questions.

Thanks,

Sayer Brenner  
Sr. Vice President  
First National Bank & Trust Co. of McAlester  
P.O. Box 948  
235 E. Choctaw  
McAlester, OK 74502  
Direct Line: 918-426-2922  
Direct Cell: 405-388-8864  
Fax : 918-426-7522



**CONFIDENTIALITY NOTICE**

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**From:** Sheila Norman [mailto:sheila.norman@cityofmcalester.com]  
**Sent:** Wednesday, May 04, 2016 8:39 AM  
**To:** Sayer R. Brenner  
**Subject:** Interest Rate

Sayer:

# WELCH STATE BANK



Member F D I C

P.O. Box 129  
396 S. Commercial  
Welch, Ok 74369  
PH. 918-788-3373  
FAX 918-788-3364

DATE: February 4, 2016 (Revised April 28, 2016)

TO: Sheila, Purchasing Officer

FROM: Sherri, Welch State Bank

REF: City of McAlester

EQUIP: Mini Excavator

COST	#PMTs	PAYMENT	RATE
\$80,000.00	48 monthly	\$1,855.81	5.24%
\$80,000.00	60 monthly	\$1,525.74	5.32%

This quote is good for 30 days.

First payment due in 30 days.

Quote is subject to credit approval.

\$200.00 doc fee is included in proposal.

Simple interest with no prepayment penalties.



## EQUIPMENT FINANCE AGREEMENT

<b>SECURED PARTY:</b> Arvest Equipment Finance, A division of Arvest Bank 818 Garrison Ave, 2 <sup>nd</sup> FL Fort Smith, AR 72917	<b>DEBTOR:</b> MCALESTER PUBLIC WORKS AUTHORITY PO Box 578 McAlester, Oklahoma 74502	<b>CONTRACT NUMBER:</b>  800-1503001-003
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<b>EQUIPMENT FINANCED:</b>  See Equipment Schedule	<b>EQUIPMENT LOCATION, IF OTHER THAN DEBTORS ADDRESS ABOVE:</b>  28 E Washington Ave McAlester, OK 74501
--	---

<b>Number of Payments</b>	<b>Payment Amount</b>	<b>Payment Frequency</b>	<b>Equipment Cost</b>	<b>Rate of Interest</b>
60	\$1,326.45	Monthly	\$72,968.84	3.47%

See Attached Addendum: Collateral; Title, Modification

### TERMS AND CONDITIONS

The words YOU and YOUR refer to the Debtor identified above. The words WE, US, and OUR refer to Arvest Equipment Finance, a division of Arvest Bank.

- EFFECTIVE DATE:** This Equipment Finance Agreement (this "Agreement") shall be effective when it has been signed by both you and us.
- EQUIPMENT FINANCING:** Subject to the terms and conditions contained in this Agreement, we have agreed to provide financing for the equipment (the "Equipment") described above. This is solely a financing agreement. You selected the Equipment and the supplier from whom it was purchased. We are not responsible for any statements made to you by such supplier or any intermediary. **We make no representation or warranty of any kind with respect to the Equipment, including its merchantability, suitability, fitness for any particular purpose, or value.**
- TERMS AND PAYMENTS:** You promise to pay us the total of all the payments that are indicated above, which can be determined by multiplying the number of monthly payments times the monthly payment amount and the other payments, all as indicated above. The monthly payments shall commence on the date specified by us following our acceptance of this Agreement, and shall continue thereafter to be paid on the same day of each succeeding month, in the amount specified, until all payments and any additional amounts chargeable under this Agreement shall have been paid in full. Your obligation to pay the payments and other obligations hereunder shall be absolute, unconditional and are not subject to any abatement, reduction, set-off, defense or counterclaim for any reason whatsoever.
- SECURITY INTEREST:** To secure your obligations to us described in this Agreement, you hereby grant us a security interest in the Equipment and all accessions and additions thereto, and replacements thereof, and all proceeds of all the foregoing. You authorize us to file or record any and all Uniform Commercial Code financing statements, and amendments thereto, and other documents that we deem necessary to perfect and protect our security interest in the Equipment and the other collateral described in this Agreement. You agree to pay or reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any Uniform Commercial Code financing statements or other instruments or statements showing our interest in the Equipment. The Equipment shall always be deemed and remain personal property even though it may become attached to realty.
- EQUIPMENT:** You represent and warrant that you are the sole owner of the Equipment and hold good title thereto free of any liens, encumbrances, or interests of any kind except for the security interest we hold pursuant to this Agreement. You agree not to sell, transfer or dispose of the Equipment or any interest therein or to allow the Equipment to become subject to any liens,

encumbrances, or security interests of any kind, except for our security interest, until all amounts payable by you under this Agreement have been paid in full.

6. **USE; INSPECTION:** You agree to use the equipment solely in the conduct of your business, and in a careful and proper manner and only for lawful purposes and in compliance with applicable laws. Additionally, at your cost and expense you shall keep the Equipment in good repair, condition, and working order and shall furnish any and all parts and labor required for that purpose in accordance with applicable manufacturer's manuals and instructions. You shall not make any alterations to the Equipment without our prior written consent. All accessories, parts, replacements, additions, wiring, cabling, operating systems and software for or which are to or become attached to or installed in the Equipment shall immediately be deemed to be part of the Equipment and subject to our security interest and the terms of this Agreement. We shall have the right from time to time during normal business hours to enter upon your premises or elsewhere for the purpose of confirming the existence, condition, and proper maintenance of the Equipment. If the Equipment is covered by a maintenance agreement that has been entered into between you and the supplier or another provider and even if the cost of such maintenance agreement has been financed by us, you agree that we are not responsible for repairs, service, or maintenance of the Equipment. You acknowledge that we have no involvement in your maintenance agreement, and if you become dissatisfied with the person performing the maintenance or service you will not withhold any payments, or any portions thereof, that are required under this Agreement.

7. **LOCATION:** You will keep the Equipment at the address shown on the first page of this Agreement and you agree the Equipment shall not be removed from such location without thirty (30) days prior written notice to us and our prior written consent. You will not make any material changes to the Equipment without our prior written permission nor shall you permanently fasten the Equipment to real estate.

8. **LOSS OF EQUIPMENT:** In the event that the Equipment becomes lost, stolen, or damaged, as long as you are not in default under this Agreement or any other agreements with us, you shall have the opportunity to: (a) replace the Equipment with the same type of equipment, (b) have the Equipment repaired to a like condition by an authorized supplier of the Equipment, or (c) pay to us the entire remaining unpaid balance under this Agreement. You agree to notify us immediately of any such loss or damage.

9. **TAXES AND CERTAIN FEES:** You agree to pay all fees, assessments, taxes and other charges imposed upon the purchase, ownership, possession, operation, control, use, or maintenance of the Equipment. If we pay any of these charges or any related penalties or fines for you, you agree to reimburse us upon demand for the entire amount advanced by us. Any sums paid by us shall not be deemed a waiver of, or release you from, the obligation.

10. **INSURANCE:** Throughout the term of this Agreement you agree to maintain (i) general property damage insurance covering the Equipment for its full replacement value against loss, theft, damage, and destruction and naming us as a loss payee; and (ii) such other insurance as we may require. Upon our request, you agree to provide us with certificates or other evidence of such insurance which shall be in a term, amount, and with companies reasonably acceptable to us and shall provide that we be given thirty (30) days prior written notice of any material policy alteration or cancellation. If you do not provide evidence of property insurance acceptable to us, we may, but shall not be required to, buy such insurance to protect us and add the cost, including any customary charges or fees associated with the placement, maintenance, or service of such insurance (collectively, "Insurance Charge"), to the payment amounts due from you. You agree to pay the Insurance Charge in equal installments allocated to each remaining payment (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Agreement creates any insurance coverage and we may terminate or allow to lapse any coverage without having any liability to you. You hereby appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or other drafts for loss, theft, damage, or destruction to the Equipment under any property insurance. In all circumstances, you shall cooperate with us or our agent with respect to the placement of insurance and processing of claims.

11. **DEFAULT AND REMEDIES:** If you (a) fail to make any payment hereunder when due; or (b) fail to perform any of the terms, covenants, agreements, or conditions of this Agreement; or (c) provide us, or if you have previously provided us, any information that is false, misleading, inaccurate, or incomplete; or (d) change your name, or if you are a legal entity, change your type of entity, state of organization, or chief executive office without giving us at least thirty (30) days' prior written notice thereof; or (e) cease or terminate the regular conduct or operation of your business; or (f) die, if you are an individual, or are dissolved or cease to be in good standing in all necessary jurisdictions, if you are a legal entity; (g) become insolvent or make an assignment for the benefit of creditors, or file a petition under the Bankruptcy Code or one is filed against you; or (h) a receiver, trustee, or conservator or liquidator is appointed with or without your consent; or (i) take any action that adversely affects our security interest; or (j) are in default or in breach of any term or provision of any other agreement between you and us, then in any of such events you shall be in default under this Agreement and, in any of such events, we may exercise any one or more of the following remedies: (i) accelerate, declare due, sue for and receive from you the sum of (x) all payments and other amounts then due and owing under this Agreement, and (y) the present value of the sum of the payments for the unexpired term of this Agreement discounted at the rate of six percent (6%) per annum; (ii) similarly accelerate the balances due under any other obligations you owe us; (iii) take immediate possession of the Equipment, and lease or sell the Equipment or any portion thereof upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder; (iv) charge you interest on all monies due us from and after the date of default at the rate of one and one half percent (1½ %) per month until paid, but in no event more than the maximum rate permitted by law; (v) require you to deliver all the Equipment and other collateral, at your expense, to a place reasonably designated by us; and (vi) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including all costs of collection, reasonable attorney's fees and court costs; (vii) set off the amounts you owe us against any deposits you have with us or any other amounts we may owe you; and (viii) any and all other rights and remedies available to a secured party under the Uniform Commercial Code or other applicable law. In the event this Agreement is referred to an attorney or agency for collection, you agree to pay our reasonable attorney's fees and/or collection fees and any other additional recovery costs. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently

or separately. Exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of the right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or prior, concurrent or subsequent default.

**12. LATE CHARGES; TIME IS OF THE ESSENCE TO THIS AGREEMENT:** In the event that any payment(s) required under this Agreement are not received by us on their due date, you agree to pay in addition thereto a late charge equal to ten percent (10%) of the amount of said payment(s), plus interest at the lesser of the highest rate permitted by law or one and one half percent (1½ %) per month, plus other amounts as permitted by law. You agree to pay us a returned check or non-sufficient funds charge in the amount of \$25.00, or if less, the maximum amount permitted by law.

**13. ASSIGNMENT:** You agree that you have no right to sell, lease, trade, transfer, or assign any interest in this Agreement or the Equipment. We may, without notice, sell, transfer or assign our interest in this Agreement, the Equipment, or any payments due hereunder. If we make any such assignment or transfer, the new owner will have all of our rights and benefits but none of our obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. You acknowledge that any assignment or transfer by us shall not materially change your duties or obligations under this Agreement nor materially increase your burdens or risks. Upon notification of such an assignment, you shall remit payments directly to the address set forth on the notification.

**14. NOTICES:** All written notices relating to this Agreement shall either be sent by certified mail, return receipt requested, or nationally recognized overnight courier service or delivered in person to such party and address as is specified herein, or at any other address that such party specifies in writing.

**15. CHOICE OF LAW; VENUE; NONJURY TRIAL:** THIS AGREEMENT HAS BEEN DELIVERED TO AND ACCEPTED BY US IN THE STATE OF ARKANSAS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (EXCLUDING LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAWS). YOU CONSENT TO, AGREE, AND STIPULATE THAT THE COURTS OF THE STATE OF ARKANSAS OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN SUCH STATE SHALL BE THE AGREED VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT. NOTHING STATED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT IS MEANT TO PREVENT US FROM INITIATING ANY ACTION IN ANY OTHER COURT HAVING PROPER JURISDICTION. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

**16. INDEMNITY:** You shall indemnify, hold harmless and, if we request, defend us against all claims directly or indirectly arising out of or connected with the Equipment or this Agreement. Claims means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, arising out of ownership, possession, operation (regardless of where and how and by whom the Equipment is operated), control, use, condition (including but not limited to latent and other defects, whether or not discovered by you), maintenance, and delivery, of Equipment, or in the event that you are in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after your use. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Agreement.

**17. ADDITIONAL SECURITY:** You hereby grant us a security interest in any and all deposit accounts maintained by you with us, and any and all goods, fixtures, accounts, chattel paper, investment property, general intangibles, and other property of every kind whatsoever, wherever located, now and/or hereafter belonging to you and in which you have any interest, and all proceeds thereof, and agree that any security interest created by this Agreement secures any and all of your obligations to us, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether partially owing to us or whether acquired by us through one or more assignments.

**18. CREDIT INFORMATION:** You hereby authorize us to obtain credit bureau reports and make any other credit inquiries, as we deem necessary. You warrant that this is a commercial and business transaction and not a consumer transaction. You further warrant that all credit information and financial statements that you have given to us at the time of your credit application are true, accurate and complete. If we request, you will provide us current interim and/or annual financial statements during the term of this Agreement.

**19. OTHER COVENANTS AND WARRANTIES:** You agree that this Agreement is irrevocable for the full term hereof, that your obligations under this Agreement are absolute and shall continue without abatement and regardless of any inability to use the Equipment or any part thereof because of any reason including, but not limited to (a) war, (b) act of God, (c) governmental regulations, (d) strike, (e) loss, (f) damage, (g) destruction, (h) obsolescence, (i) failure of or delay in delivery, (j) failure of the Equipment to properly operate, or (k) termination by operation of law or any other cause. The provisions of this Agreement are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Agreement inures to the benefit of and is binding on the successors or permitted assigns of us or you. The individual(s) signing this Agreement or any schedule hereto on your behalf personally warrants that he or she is duly authorized to do so and that his or her signature is legally binding on you.

**20. ENTIRE AGREEMENT:** You agree that this Agreement contains the entire agreement between you and us and it may not be changed, amended, modified, rescinded, terminated or otherwise altered unless in writing and signed by both you and us.



**SECURED PARTY:**

ARVEST EQUIPMENT FINANCE,  
A DIVISION OF ARVEST BANK

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

**DEBTOR:**

MCALESTER PUBLIC WORKS AUTHORITY

SIGNATURE: \_\_\_\_\_

PRINT NAME: John Browne

TITLE: Trustee

DATE: \_\_\_\_\_

## **GUARANTY**

The undersigned (whether one or more, the "Guarantor"; if more than one, jointly and severally) hereby guaranties the full and prompt payment of all debts, liabilities, and obligations (collectively, the "Obligations") of the Debtor (the "Debtor") identified in the Equipment Finance Agreement (the "Agreement") to which this Guaranty is affixed that are now or in the future payable to Arvest Equipment Finance, a Division of Arvest Bank (the "Secured Party"), including without limitation those debts, liabilities, and obligations described in and evidenced by the Agreement.

The Guarantor represents and warrants that he or she will personally receive a substantial economic benefit from the financing provided by the Secured Party to the Debtor under the Agreement. The Guarantor acknowledges that the Secured Party would not provide such financing if it did not receive this Guaranty.

The Guarantor waives promptness, diligence, notice of acceptance, and any other notice with respect to this Guaranty, the Obligations, or the Agreement. The Guarantor further waives any requirement that the Secured Party protect, secure, perfect, or insure any security interest, lien, or other interest in any property, or exhaust any right or take any action against the Debtor or any other person or any collateral.

The personal liability of the Guarantor shall be absolute, unconditional, irrevocable, and continuing, irrespective of any change in the time, manner, or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from the terms of the Obligations. The Guarantor consents to any and all extensions or other indulgences granted by the Secured Party to the Debtor and consents to the release or substitution of any or all collateral securing the Obligations, and consents to the release or substitution of any other guarantors of the Obligations or any other persons liable for the Obligations.

The Guarantor hereby subordinates any and all claims that he or she may now or in the future have against the Debtor to the full payment of the Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned upon the insolvency, bankruptcy, or reorganization of Debtor or otherwise, all as though such payment had not been made.

The Guarantor warrants that all credit information and financial statements that he or she has given to the Secured Party are true, accurate, and complete. If requested by the Secured Party, the Guarantor shall promptly provide current interim and/or annual personal financial statements of the Guarantor to the Secured Party. The Guarantor hereby authorizes the Secured Party to obtain credit bureau reports, and make any other credit inquiries, as the Secured Party deems necessary, concerning the Guarantor.

THIS GUARANTY HAS BEEN DELIVERED TO THE SECURED PARTY IN THE STATE OF ARKANSAS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (EXCLUDING LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAWS).

**DEBTOR: MCLESTER PUBLIC WORKS AUTHORITY**

<b>SIGNATURE</b> N/A	<b>SIGNATURE</b> N/A
<b>PRINT NAME</b>	<b>PRINT NAME</b>
<b>ADDRESS</b>	<b>ADDRESS</b>
<b>CITY, STATE ZIP</b> ,	<b>CITY, STATE ZIP</b> ,
<b>PHONE</b>	<b>PHONE</b>

## ADDENDUM TO EQUIPMENT FINANCE AGREEMENT

(Title Addendum)

RE: EFA No. 800-1503001-003 (the "Equipment Finance Agreement") between ARVEST EQUIPMENT FINANCE, a division of Arvest Bank (the "Secured Party"), and MCALISTER PUBLIC WORKS AUTHORITY (the "Debtor").

This Addendum is hereby incorporated into and made a part of the Equipment Finance Agreement. To the extent there is a conflict between the terms of the Equipment Finance Agreement and the terms of the Addendum, the terms of this Addendum shall control.

9. **TAXES AND CERTAIN FEES:** You agree to pay all fees, assessments, taxes and other charges imposed upon the purchase, ownership, possession, operation, control, use, or maintenance of the Equipment. If we pay any of these charges or any related penalties or fines for you, you agree to reimburse us upon demand for the entire amount advanced by us. Any sums paid by us shall not be deemed a waiver of, or release you from, the obligation.

Section 9. Taxes and Certain Fees will be amended to include the following but not limited to:

Registration and Title Work. The Debtor will be responsible for Registration, Tag and Title Work regarding the following Vehicle Identification Number(s) (VIN(s)) :

2017 FDWT-7K-22D Trailer, VIN: 5SHFD2228HB000101

- (i) Applicable Sales/Use Tax owed in conjunction with registering and titling of the vehicle(s) referenced on the Equipment Finance Agreement.
  - (ii) Applicable Property Tax owed in conjunction with registering and titling of the vehicle(s) referenced on the Equipment Finance Agreement.
  - (iii) Applicable Titling and Registration Fees for vehicle(s) referenced on the Equipment Finance Agreement.
  - (iv) Any Applicable Inspection Fees for vehicle(s) referenced on the Equipment Finance Agreement.
- Proof of Registration showing Arvest Equipment Finance as the Lienholder of referenced vehicle(s) must be returned to Arvest Equipment Finance within 45 days of receipt of the executed Equipment Finance Agreement.**

**DEBTOR: MCALISTER PUBLIC WORKS AUTHORITY**

By: \_\_\_\_\_

Name: John Browne

Title: Trustee

Date: \_\_\_\_\_

**ARVEST EQUIPMENT FINANCE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Debtor: MCALISTER PUBLIC WORKS AUTHORITY

Contract Number: 800-1503001-003

Date of Agreement: 8/1/2016

**ADDENDUM TO EQUIPMENT FINANCE AGREEMENT**  
**(Collateral Addendum)**

**RE: EFA No. 800-1503001-003 (the "Equipment Finance Agreement") between ARVEST EQUIPMENT FINANCE, a division of Arvest Bank (the "Secured Party"), and MCALESTER PUBLIC WORKS AUTHORITY (the "Debtor").**

**ARVEST EQUIPMENT FINANCE, a division of Arvest Bank (the "Secured Party") will hold the equipment listed below as additional collateral:**

The following vehicles have been invoiced in the name of the City of McAlester and will also be titled and have insurance placed under the City of McAlester. The Debtor acknowledges that the Equipment Finance Agreement is between MCALESTER PUBLIC WORKS AUTHORITY and ARVEST EQUIPMENT FINANCE, a division of Arvest Bank and that the titles will be held in the name of City of McAlester.

2017 FDWT-7K-22D Trailer, VIN: 5SHFD2228HB000101

**The above listed will be released as collateral by the "Secured Party" in the event "Debtor" has satisfied all terms and conditions referenced in the Equipment Finance Agreement, "EFA" for contract no. 800-1503001-003 dated 08/01/2016.**

**DEBTOR: MCALESTER PUBLIC WORKS AUTHORITY**

By: \_\_\_\_\_

Name: John Browne

Title: Trustee

Date: \_\_\_\_\_

**ARVEST EQUIPMENT FINANCE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Debtor: MCALESTER PUBLIC WORKS AUTHORITY  
Contract Number: 800-1503001-003  
Date of Agreement: 08/01/2016

# ARVEST<sup>®</sup>

## EQUIPMENT FINANCE

### SCHEDULE OF FINANCED EQUIPMENT

This Schedule of Financed Equipment ("Schedule") is incorporated into and made a part of the finance agreement (the "EFA") described at the bottom of this page, subject to the additional terms, if any, stated below:

#### EQUIPMENT

Quantity	Description	Serial Number	Location
1	(1) 2016 John Deere 50G Excavator, S/N: 1FF050GXVGH284389 with 5.2 cubic foot bucket, S/N: AT439376; 60ZU Hydraulic Clamp Kit, S/N: AT397391	1FF050GXVGH284389	28 E Washington Ave McAlester, OK 74501
1	2017 FDWT-7K-22D Trailer, VIN: 5SHFD2228HB000101	5SHFD2228HB000101	28 E Washington Ave McAlester, OK 74501
1	Trailer Deliver Fee		28 E Washington Ave McAlester, OK 74501

#### ADDITIONAL TERMS APPLICABLE TO THIS SCHEDULE:

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SECURED PARTY: <b>ARVEST EQUIPMENT FINANCE, A DIVISION OF ARVEST BANK</b> DEBTOR: <b>MCALESTER PUBLIC WORKS AUTHORITY</b> CONTRACT NUMBER: <b>800-1503001-003</b> DATE OF AGREEMENT: <b>8/1/2016</b>
---



**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

TO: ARVEST EQUIPMENT FINANCE,  
a division of ARVEST BANK  
PO BOX 11110  
FORT SMITH, AR 72917

The undersigned, as the debtor (the "Debtor") named in the equipment finance agreement (the "Agreement") described at the bottom of this page, having had a reasonable opportunity to inspect the equipment and other goods (collectively, the "Equipment") described and/or referred to in the Agreement and any schedule(s) thereto, hereby certifies that: (i) all of the Equipment has been delivered to and received by the Debtor; (ii) any and all necessary assembly, installation, and/or other services with respect to the Equipment has been satisfactorily completed; (iii) all of the Equipment is in good condition and working order, in conformity with the Debtor's specifications; and (iv) all of the Equipment is accepted by the Debtor.

**DEBTOR: MCALESTER PUBLIC WORKS AUTHORITY**

\_\_\_\_\_  
Signature of Authorized Representative

Name of Authorized Representative: John Browne

Title of Authorized Representative: Trustee

Date \_\_\_\_\_

<p>SECURED PARTY: ARVEST EQUIPMENT FINANCE DEBTOR: MCALESTER PUBLIC WORKS AUTHORITY DATE OF AGREEMENT: 8/1/2016 CONTRACT NUMBER: 800-1503001-003</p>
--

**TO BE COMPLETED BY INSURANCE AGENT**

**CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT**

This is to certify that the policies enumerated below have been issued to the Named Insured (Debtor):

**MCALESTER PUBLIC WORKS AUTHORITY**

28 E Washington Ave

McAlester, OK 74501

Description of Property Financed to above Named Insured by Secured Party named below ("Secured Party") includes the following:

(1) 2016 John Deere 50G Excavator, S/N: 1FF050GXVGH284389 with 5.2 cubic foot bucket, S/N: AT439376; 60ZU Hydraulic Clamp Kit, S/N: AT397391; 2017 FDWT-7K-22D Traller, VIN: 5SHFD2228HB000101

Debtor shall maintain:

ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s), including Arvest Bank its Subsidiaries and Affiliates as LOSS PAYEE, and an endorsement or certificate issued to Secured Party stating that payment of any loss will be made to Arvest Bank and its Subsidiaries and the Debtor.

Policy Number \_\_\_\_\_

Insurance Company \_\_\_\_\_

Amount of Insurance \_\_\_\_\_

Policy Period \_\_\_\_\_  
Effective Date                      Expiration Date

Deductible (if any)      1,000(MAX)

2. COMPREHENSIVE GENERAL PUBLIC AND AUTO LIABILITY INSURANCE with respect to each item financed, including Arvest Bank its Subsidiaries and Affiliates as ADDITIONAL INSURED.

Policy Number \_\_\_\_\_

Limits of Liability: \_\_\_\_\_

Insurance Company \_\_\_\_\_

Bodily Injury: \_\_\_\_\_ Each Accident

Policy Period \_\_\_\_\_  
Effective Date                      Expiration Date

Property Damage \_\_\_\_\_ Each Accident

The above policy (policies) will not be altered or cancelled by the insurer without ten (10) days prior written notice to:

Arvest Equipment Finance  
PO Box 11110  
Fort Smith, Arkansas 72917

This Certificate of Insurance Protection will serve as evidence of required coverage by the Debtor until certificates and/or endorsements are issued directly to Arvest Bank its Subsidiaries and Affiliates. Please forward to Arvest Equipment Finance via fax at 479-573-1655.

Name and address of AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(SIGNATURE OF INSURANCE REPRESENTATIVE)





**Automated ACH Transfer Authorization Form**

I hereby authorize Arvest Bank to initiate an automated transfer from my account at the Financial Institution, as indicated below, as payment for services rendered by Arvest Equipment Finance, a division of Arvest Bank. I hereby authorize Arvest Equipment Finance to initiate DEBIT entries, which removes money from my account, for payments I owe, according to the schedule or other conditions to which the Originating Company and I have agreed. I hereby authorize Arvest Equipment Finance to initiate CREDIT entries to reverse any transaction they have originated to my account in error. This authority shall remain in effect until the Cash Management Services Department at Arvest Bank is notified in writing to cancel this authority in such time as to afford Arvest Equipment Finance and the Financial Institution indicated below a reasonable opportunity to act upon the cancellation.

**Contract #: 800-1503001-003**

**Financial Institution Account Number to Debit**

**Bank Name/City/State:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_ **Checking or Savings (Circle One)**

**Amount of Transfer:** \$1,326.45 *(plus tax if applicable)*

**Date of Transfer:** To be Determined at Closing

**Contract Term:** 60 months

**Federal ID and/or SS#** 73-6005314

**Customer Name:** MCALESTER PUBLIC WORKS AUTHORITY

**Customer Address:** PO Box 578  
McAlester, OK 74502

**Phone #:** (918) 423-9300

**Customer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AEF Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*\*\*\*Please Attach a Voided Check or a Photocopy of Check\*\*\*\***  
**(This is a requirement; the automated monthly transfer will not be established without this requirement)**

Date: 8/1/2016

Arvest Equipment Finance, a division of Arvest Bank  
818 Garrison Ave, 2<sup>nd</sup> Fl  
Fort Smith, Arkansas 72901

RE: MCALISTER PUBLIC WORKS AUTHORITY

Dear Sirs:

I/We acknowledge it is Arvest Equipment Finance's normal policy not to fund any portion of equipment contracts to vendors unless the vendor has made delivery of the equipment to the debtor and the debtor is satisfied.

To facilitate completion and purchase of the equipment described below, we request that Arvest Equipment Finance disburse:

<u>Yellowhouse Machinery Co. PO#04283560 \$67,978.84 prior to delivery</u> <u>Kaufman Trailers of NE Inc. GEN-222032 \$4,990.00 prior to delivery</u>
--

I/We unconditionally guarantee the contract performance and hold Arvest Equipment Finance harmless from any liability incurred for early payment to the vendor prior to the equipment's actual physical delivery/installation at:

28 E Washington Ave  
McAlester, OK 74501

If we should ultimately fail to take delivery or installation should not be completed due to dispute or dissatisfaction with the vendor, we agree to make all payments called for under the equipment lease and to seek recourse only against the vendor and we hold you harmless from any subsequent claim which might be made by the vendor against Arvest Equipment Finance.

Debtor: MCALISTER PUBLIC WORKS AUTHORITY

By: John Browne

Title: Trustee

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DEBTOR: <u>MCALISTER PUBLIC WORKS AUTHORITY</u> CONTRACT NUMBER: <u>800-1503001-003</u> DATE OF AGREEMENT: <u>8/1/2016</u>
--

## BORROWERS RESOLUTION CERTIFICATE

\_\_\_\_\_, 20\_\_\_\_

The undersigned who are duly elected and acting officers (as indicated below) of MCALESTER PUBLIC WORKS AUTHORITY, a corporation organized under the laws of the State of Oklahoma, which is the Debtor ("Debtor") under an Equipment Finance Agreement (the "Finance Agreement"), dated 8/1/2016, between Debtor and Arvest Equipment Finance, a division of Arvest Bank ("Secured Party"), recognizing that they are individually responsible for the truth of all statements herein, hereby certify as follows:

A. The following resolutions were either (1) adopted at a meeting of the Board of Directors of Debtor duly called and held on \_\_\_\_\_, 20\_\_\_\_ at which a quorum was present, or (2) adopted by a written consent in lieu of meeting duly executed by all directors of Debtor, and have been inserted in the Debtor's Minute Book:

**"RESOLVED**, that the Corporation shall finance from Arvest Equipment Finance, a division of Arvest Bank ("Secured Party") pursuant to an Equipment Finance Agreement (the "Finance Agreement") and other documentation, the forms of which have been presented to this Board of Directors, certain equipment as described in such documentation and the execution, delivery and performance of such Finance Agreement and any related schedules, exhibits or addenda thereto are hereby authorized, ratified, confirmed and approved; and

**FURTHER RESOLVED**, that this Corporation shall finance from Secured Party, on forms substantially similar to the Finance Agreement and Schedules thereto, and on such terms as the officer executing any such finance agreement or schedule shall approve, additional equipment, as selected by any officer of this Corporation from time-to-time, the terms of such finance agreement or schedule, and the selection of such equipment by any officer of this Corporation to be conclusive evidence that the same are authorized, ratified, confirmed and approved hereby; and

**FURTHER RESOLVED**, that each officer or representative of this Corporation, including, without limitation, the following individuals (list name and title or position):

PRINTED NAME	OFFICE
<u>John Browne</u>	<u>Trustee</u>

is hereby authorized to execute and deliver on behalf of this Corporation the Finance Agreement and any such Schedules, together with any and all other agreements, documents or instruments necessary or appropriate for the consummation of the transactions contemplated by the Finance Agreement, and each officer of this Corporation is further authorized to take any and all other actions necessary or appropriate to consummate such transactions, the execution of such writings and the taking of such actions to be conclusive evidence that the same are authorized, ratified, confirmed and approved hereby; and **FURTHER RESOLVED**, that the officers of this Corporation are requested to deliver a copy of these resolutions (which may be contained in an Officers' Certificate) to Secured Party so that Secured Party may rely upon these resolutions as conclusive evidence of the authority of the Corporation and its officers to act in accordance herewith until further written notice."

B. Each of the representations and warranties contained in the Finance Agreement (including any Schedules, exhibits or addenda thereto) are true and correct on the date hereof as if made on the date hereof and no event of default under the Finance Agreement or event which, with lapse of time or notice or both would become an event of default under the Finance Agreement has occurred and is continuing.

C. Each of the undersigned represents that the persons signing this Certificate hold the offices shown below (each such person being authorized by the foregoing resolutions) and that the Finance Agreement has been duly authorized and executed by Debtor and is the legal, valid and binding obligation of Debtor enforceable against Debtor in accordance with its terms, the undersigned having consulted counsel to the extent that they deem necessary to execute this Certificate.

SIGNATURE	OFFICE
Printed Name: <u>John Browne</u>	<u>Trustee</u>

(check all applicable)

Title: ( ) PRESIDENT ( ) VICE-PRESIDENT ( ) ASSISTANT SECRETARY ( ) SECRETARY

Title: ( ) MANAGER(s) ( ) MEMBER(s)

## ADDENDUM TO EQUIPMENT FINANCE AGREEMENT

RE: EFA No. 800-1503001-003 (the "Equipment Finance Agreement") between ARVEST EQUIPMENT FINANCE, a division of Arvest Bank (the "Secured Party"), and MCALESTER PUBLIC WORKS AUTHORITY (the "Debtor").

**EFA Terms: Modification.** The following Equipment Finance Modification amends the previous Terms of the Equipment Finance Agreement between ARVEST EQUIPMENT FINANCE, a division of Arvest Bank (the "Secured Party"), and MCALESTER PUBLIC WORKS AUTHORITY (the "Debtor").

**Section 15 of the EFA will be amended to the following:** **15. CHOICE OF LAW; VENUE; NONJURY TRIAL:** THIS AGREEMENT HAS BEEN DELIVERED TO AND ACCEPTED BY US IN THE STATE OF OKLAHOMA AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA (EXCLUDING LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAWS). YOU CONSENT TO, AGREE, AND STIPULATE THAT THE COURTS OF THE STATE OF OKLAHOMA OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN SUCH STATE SHALL BE THE AGREED VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT. NOTHING STATED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT IS MEANT TO PREVENT US FROM INITIATING ANY ACTION IN ANY OTHER COURT HAVING PROPER JURISDICTION. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

Throughout the Equipment Finance Agreement and other related documents for the financing with MCALESTER PUBLIC WORKS AUTHORITY, the term "Corporation" shall be changed and amended to "Authority"

**Miscellaneous:** Except as expressly amended hereby, all the terms and conditions of the Equipment Finance Agreement will remain in full force and effect. Without limiting the foregoing, all indemnities and other payment obligations that are included in the Equipment Finance Agreement will survive this Agreement.

Agreed to and Accepted by the Debtor: MCALESTER PUBLIC WORKS AUTHORITY

By: \_\_\_\_\_

Name: John Browne

Title: Trustee

Date: \_\_\_\_\_

ARVEST EQUIPMENT FINANCE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Debtor: MCALESTER PUBLIC WORKS AUTHORITY

Contract Number: 800-1503001-003

Date of Agreement: 8/1/2016



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** 3  
**Department:** Community & Economic Development **Account Code:**  
 Leroy Alsup, Community & Economic Development Director  
**Prepared By:** Kirk Ridenour, Economic Development Manager  
**Date Prepared:** August 2, 2016 **Budgeted Amount:**  
**Exhibits:** None

### Subject

Consider and act upon authorizing the granting of a security interest in a \$250,000 Certificate of Deposit from Fund 30 Economic Development to First National Bank & Trust of McAlester as collateral for a business development loan to Krebs Brewing Company, Inc.

### Recommendation

Motion to approve granting of a security interest in a \$250,000 Certificate of Deposit from Fund 30 Economic Development to First National Bank & Trust of McAlester as collateral for a business development loan to Krebs Brewing Company, Inc. and to authorize the Mayor to execute the Commercial Security Agreement with First National Bank & Trust of McAlester.

### Discussion

Economic development is a legitimate public purpose for which a municipality may expend public funds. The Krebs Brewing Company expansion project will create 30 new jobs over the next three years with an annual payroll of \$1,229,200 (Avg Wage- \$41,000) that will directly benefit McAlester's economy.

#### ● Krebs Brewing Company, Inc. Expansion Project

Krebs Brewing Company, Inc.				
CDBG-EDIF Source and Use of Funds				
Use of Funds	Source of Funds			TOTAL
	CDBG-EDIF GRANT	City of McAlester Fund 30- Econ Devlp	Krebs Brewing Company	
Land and Building Acquisition (Former QFI Bldg.)	\$ 1,000,000.00	\$ 100,000.00		\$ 1,100,000.00
Machinery and Equipment			\$ 994,951.00 <sup>1</sup>	\$ 994,951.00
Project Administration		\$ 25,000.00		\$ 25,000.00
TOTAL	\$ 1,000,000.00	\$ 125,000.00	\$ 994,951.00	\$ 2,119,951.00
<sup>1</sup> Source of Krebs Brewing Company Funds				
Krebs Brewing Company Equity			\$225,134.00	
First National Bank & Trust Company Loan			\$769,817.00	
			\$994,951.00	

103 Steven Taylor Industrial Park, McAlester, Oklahoma (Former QFI Building)



This 52,000 sq. ft. production facility sits on 17 acres and will provide three times the amount of floor space Krebs Brewing currently has available, with land area to expand in the future. This will instantly allow five to six times the current brewing production capacity.

- **Twenty-Year Triple Net Lease to Krebs Brewing Company, Inc. for the property at 103 Steven Taylor Boulevard. McAlester. OK 74501**

The City of McAlester will utilize the CDBG-EDIF funding to acquire the property and building at 103 Steven Taylor Boulevard. The City, in turn, will enter into a twenty-year Triple Net Lease with Krebs Brewing Company. Krebs Brewing will be responsible for paying the building's property taxes, building insurance and the cost of any maintenance or repairs the building may require during the term of the lease. Subject to the approval of the Oklahoma Department of Commerce, Krebs Brewing will be given an option to acquire the property at the end of the twenty-year lease.

Subject to City Council approval, the rent charged in the lease will recapture the \$125,000 of the expenses of the City of McAlester and the amount of the CDBG-EDIF grant will be treated as an economic incentive to encourage the creation of new jobs and to allow Krebs Brewing Company additional cash flow to invest in the additional lease hold improvements to grow at a more rapid pace.

- **Collateral to secure First National Bank & Trust of McAlester business development loan to Krebs Brewing Company, Inc.**

To assist Krebs Brewing Company in their efforts to secure a five year business development loan. The City of McAlester would grant a security interest in a \$250,000 Certificate of Deposit from Fund 30 Economic Development to First National Bank & Trust of McAlester as collateral for the five year business development loan to Krebs Brewing Company, Inc. Once the loan to Krebs Brewing is paid off in five years, the hold on the \$250,000 CD would be released.

The maximum exposure to the City of McAlester would be the \$250,000 amount of the CD. If for any



reason, Krebs Brewing defaulted on the loan, the difference between the loan balance and the liquidated value of the equipment financed would be subtracted from the \$250,000 CD up to the maximum of \$250,000. Any remainder would be released back to the City of McAlester.

**WORST CASE SCENARIO-** If Krebs Brewing Company for some unexpected reason failed, the City of McAlester would own the 52,000 sq. ft. building sitting on seventeen acres (*market value in excess of \$1 Million*) as an asset to recruit another industrial prospect.

The Commercial Security Agreement instrument to grant the security interest in the \$250,000 Certificate of Deposit to First National Bank & Trust of McAlester as collateral is still being finalized and will be distributed to the City Council under separate cover. The final document will be reviewed by the City Attorney and the City's Chief Financial Officer for approval of the form prior to distribution.

**Approved By**
*Initial*
*Date*
**Department Head**

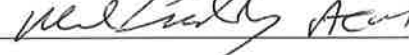
L. Alsup

LA

08/02/2016

**City Manager**

P. Stasiak



8/4/16



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 9, 2016 **Item Number:** 4  
**Department:** Community & Economic Development **Account Code:** Leroy Alsup, Community & Economic Development Director  
**Prepared By:** Kirk Ridenour, Economic Development Manager  
**Date Prepared:** August 2, 2016 **Budgeted Amount:** Two

### Subject

Consider and act to adopt a resolution to document the commitment of \$1,119,951 of leveraged funds for the CDBG-EDIF grant application to ODOC for the Krebs Brewing Co., Inc. Industrial Building/Property Acquisition Project.

### Recommendation

Motion to adopt a resolution to document the commitment of \$1,119,951 of leveraged funds for the CDBG-EDIF grant application to ODOC for the Krebs Brewing Co., Inc. Industrial Building/Property Acquisition Project.

### Discussion

The City of McAlester is making application for Community Development Block Grant-Economic Development Infrastructure Financing (CDBG-EDIF) funds from the Oklahoma Department of Commerce (ODOC) for the Krebs Brewing Co., Inc. Industrial Building/Property Acquisition Project.

The City of McAlester adopted Resolution No. 16-07 on May 24, 2016 to document the commitment of \$1,119,951 of leveraged funds for the CDBG-EDIF grant application to ODOC. Krebs Brewing Company, Inc. has provided the City of McAlester with amended supporting documentation of their leverage contributions, therefore the City of McAlester City Council needs to amend Resolution No. 16-07 to designate the source of leveraged funds. The only change is the funds from the company are from Krebs Brewing Company, Inc. in lieu of Krebs Brewery Holding Company. The amount remains the same.

SOURCE	AMOUNT
City of McAlester	\$125,000.00
Krebs Brewing Company, Inc.	\$994,951.00
TOTAL	\$1,119,951.00

#### Attachments:

- Resolution No. 16-07 adopted on May 24, 2016
- Resolution to amend No. 16-07

### Approved By

**Department Head**

L. Alsup

**City Manager**

P. Stasiak

Initial

Date

08/02/2016

8/4/16

## RESOLUTION ON LEVERAGED FUNDS

**Whereas, the City of McAlester** is making application for Community Development Block Grant-Economic Development Infrastructure Financing (CDBG-EDIF) funds from the Oklahoma Department of Commerce (ODOC) for the Krebs Brewing Co., Inc. Industrial Building/Property Acquisition Project; and

**Whereas, the City of McAlester** must commit leveraged funds in the CDBG-EDIF grant application to ODOC; and

**Whereas, Krebs Brewery, Inc.** has provided the **City of McAlester** with supporting documentation of their leverage contributions,

**Now therefore, the City of McAlester** City Council designates the following source of leveraged funds:

<u>SOURCE</u>	<u>AMOUNT</u>
City of McAlester	\$ 125,000.00
Krebs Brewery Holding Company	<u>\$ 994,951.00</u>
<b>TOTAL</b>	<b>\$1,119,951.00</b>

This resolution adopted on this 24th day of May 2016, by the City Council of the **City of McAlester**.



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

By:   
**John Browne, Mayor**

**ATTEST:**

  
**Cora Middleton, City Clerk**

Resolution No. \_\_\_\_\_

## **RESOLUTION ON LEVERAGED FUNDS**

**Whereas, the City of McAlester** is making application for Community Development Block Grant-Economic Development Infrastructure Financing (CDBG-EDIF) funds from the Oklahoma Department of Commerce (ODOC) for the Krebs Brewing Co., Inc. Industrial Building/Property Acquisition Project; and

**Whereas, the City of McAlester** must commit leveraged funds in the CDBG-EDIF grant application to ODOC; and

**Whereas, Krebs Brewery, Inc.** has provided the **City of McAlester** with supporting documentation of their leverage contributions,

**Now therefore,** the **City of McAlester** City Council hereby amends Resolution No. 16-07 to designate the following source of leveraged funds:

<b><u>SOURCE</u></b>	<b><u>AMOUNT</u></b>
City of McAlester	\$ 125,000.00
Krebs Brewing Company, Inc.	<u>\$ 994,951.00</u>
<b>TOTAL</b>	<b>\$1,119,951.00</b>

This resolution adopted on this 9<sup>th</sup> day of August\_2016, by the City Council of the **City of McAlester**.

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

(City Seal)

By: \_\_\_\_\_  
**John Browne, Mayor**

**ATTEST:**

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



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 9, 2016 Item Number: 5  
Department: \_\_\_\_\_  
Prepared By: Peter Stasiak, City Manager Account Code: \_\_\_\_\_  
Date Prepared: August 2, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 4

### Subject

Consider and act upon, approval and authorization for the Mayor to sign Change Order #1 for H&G Paving Contractors, A Street Repairs, for an increase in the contract value of \$ 3,234.00.

### Recommendation

Staff recommendation is to approve and authorize the Mayor to sign Change Order #1 for H&G Paving Contractors, Inc., for an increase in the contract value of \$3,240.00. This Change Order also adds 30 days to the completion date due to waterline leaks, rain days, additional patching requests and utility lines. Substantial Completion is now scheduled for September 4, 2016.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

Date

*P. Stasiak* ACm

8/4/16



July 29, 2016

City of McAlester  
Attn: Pete Stasiak – City Manager  
P.O. Box 578  
McAlester, Ok 74502

Re: Asphalt Street Repair Project (3<sup>rd</sup> Ward/A Street Area)  
City of McAlester  
Change Order One (1)

Dear Mr. Stasiak:

Enclosed for your review and execution are four (4) copies of Change Order No. One (1), which results in an addition of \$3,234.00 to the contract amount. This change order adds several items in the current contract. Please see the Change Order for a full breakdown of the changes. Also included is additional time to account for the unforeseen delays during the project.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all four (4) copies. Please return three (3) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for distribution. Retain one (1) copy for your records.

If you have any questions regarding any of the above, please let us know.

Sincerely,

Infrastructure Solutions Group, LLC

A handwritten signature in blue ink, appearing to read "Robert Vaughan".

Robert Vaughan, P.E.  
Branch Manager

RV/ks

Enclosures

Project No. MC-15-03

**CHANGE ORDER  
No. One (1)**

Date of Issuance: 7/29/2016

Effective Date: 8/9/2016

Project: Asphalt Street Repair Project (3rd Ward / A Street Area)	Owner: City of McAlester	Owners Contract No.: MC-15-03
Contract: Asphalt Street Repair Project (3rd Ward / A Street Area)		Date of Contract: May 25, 2016
Contractor: H&G Paving Contractors		

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

**Item No. 1:** Add 40 CY of Base Repair - Aggregate Base Type A @ \$60.00/CY for a total addition of \$2,400.00

**Item No. 5:** Add 12 Ton of Driving Surface Superpave S5 (Asphalt) @ \$69.50/Ton for a total addition of \$834.00

Attachments: (documents supporting change):

Change in Contract Price:	Change in Contract Times:
Original Contract Price:	Original Contract Time: Calendar Days
\$ 218,475.00	Substantial Completion: 60 days August 5, 2016
Increase from previously approved Change Orders No. ____ to No. ____.	Increase from previously approved Change Orders No. ____ to No. ____.
\$ -	Substantial Completion: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 218,475.00	Substantial Completion: 60 days August 5, 2016
Increase of this Change Order:	Increase of this Change Order:
\$ 3,234.00	Substantial Completion: 30 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 221,709.00	Substantial Completion: 90 days September 4, 2016

Recommended:

Accepted:

Accepted:

by:

ISG, LLC Project Manager

Date:



by:

Owner (Authorized Signature) / Title

Date:

by:

Contractor (Authorized Signature) / Title

Date:

*[Signature]* General Manager  
7-28-16



# H&G PAVING CONTRACTORS, INC.

P.O. Box 624 • Muskogee, OK 74402 • 918-351-3537

July 28, 2016

719 S. George Nigh Expressway  
McAlester, OK. 74501

Asphalt Street Repair – 3<sup>rd</sup> Ward & A Street

RE: Request for Time

Mr. Vaughan,

H&G Paving Contractors is requesting 30 days of additional time be added to our contract time due to the nature of utility lines being in the way, water line leaks, rain days and additional patching requested per city of McAlester. Thank you.

Should you have any questions or concerns regarding this request please don't hesitate to contact me at my office or by email.

Respectfully,



Bryan Wimmer  
General Manager  
H & G Paving Contractors, Inc.

**YOUR PAVING SPECIALISTS!**

**Cc:** 'Timmy Adams'  
**Subject:** A Street Area Asphalt Project

Pete,

I wanted to bring you up to speed with the progress of the construction and some of the minor issues we have run into.

The first issue is an old 6-inch water line was discovered running down the middle of B street and was leaking. This was between Seneca and Miami Ave. A newer 12-inch water line runs down the west side of the road, so there was no reason for this 6-inch to still be active. The City dug up near the intersection of Miami and B to locate the old line to take it out of service.

1. B and Miami. This particular section the city dug up was to be overlaid only in the contract. It is 22 feet X 20 feet and I would like to add this as a complete rebuild section for the street project. It would require a change order to add 17 cubic yards for Bid Item # 1 @ \$60/CY for a total of \$1,020.00.
2. Additionally, a section of pavement failed on B Street, North of Osage. See attached picture. This was not in the scope of the contract. This area is 28 feet by 22 feet. 23 CY of complete base rebuild @ \$60/CY = \$1,380 plus 12 tons asphalt @ \$69.50 / ton = \$834.00 for a total of \$2,214.00.

Please advise if we need to proceed with a change order for a total amount of \$3,234.00, which is approximately 1.5% increase to the contract.

Thank You,  
Robert Vaughan, P.E., McAlester Branch Manager

Infrastructure Solutions Group, LLC  
dba Mehlburger Brawley  
Consulting Engineering Firm  
Civil - Environmental - Transportation  
Little Rock - McAlester - Oklahoma City - Tulsa  
719 S. George Nigh Expressway, McAlester, OK 74501  
(918) 420-5500 Office (866) 398-6481 Fax  
[rvaughan@mb-eng.com](mailto:rvaughan@mb-eng.com) [www.ISGengineering.com](http://www.ISGengineering.com)

Council Chambers  
Municipal Building  
July 26, 2016

The McAlester Airport Authority met in Regular session on Tuesday July 26, 2016, at 6:00 P.M. after proper notice and agenda was posted July 25, 2016.

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

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

- Approval of the Minutes from the July 12, 2016, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 19, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$1,908.55.

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

AYE: Trustees Smith, Karr, Barnett, Garvin & Chairman Browne  
NAY: None

Chairman Browne 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. Karr.

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

AYE: Trustees Smith, Barnett, Karr, Garvin & Chairman Browne  
NAY: None

Chairman Browne declared the motion carried.

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John Browne, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
July 26, 2016

The McAlester Public Works Authority met in Regular session on Tuesday July 26, 2016, at 6:00 P.M. after proper notice and agenda was posted July 25, 2016.

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

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

- Approval of the Minutes from the July 12, 2016, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 19, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$329,241.05.
- Confirm action taken on City Council Agenda Item 3, acceptance of Change Order #1 from KATCON, Inc. on the Swan Lane Drainage Improvements Project for 20 additional work days due to those lost as a result of rain delays. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 4, acceptance of the Certificate of Substantial Completion and the Contractors Final Pay Estimate from KATCON, Inc. on the Swan Lane Drainage Improvements Project and authorizing the Mayor to sign the Certificate of Substantial Completion and the Contractors Final Pay Estimate for \$54,916.00. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 5, acceptance of Change Order #10 for a deduction in the amount of (\$13,986.00) from T. McDonald Construction Inc. for CIP#3, Second Street Improvements, and authorizing the Mayor to sign the Change Order to T. McDonald Construction Inc. for the full amount. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 6, acceptance of the Certificate of Substantial Completion and the Contractors Final Pay Estimate No. 17 from T. McDonald Construction, Inc. on CIP#3, Second Street Improvements and authorizing the Mayor to sign the Certificate of Substantial Completion and the Contractors Final Pay Estimate No. 17 for \$162,177.71. (*Peter Stasiak, City Manager*)

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

AYE: Trustees Smith, Barnett, Karr, Garvin & Chairman Browne  
NAY: None

Chairman Browne declared the motion carried.

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

AYE: Trustees Smith, Barnett, Karr, Garvin & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

\_\_\_\_\_  
John Browne, Chairman

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