



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, September 13, 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 within the required time frame.

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

SWEARING-IN CEREMONY

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

- Oath of Office – Council Member
Ward Two – Cully Stevens

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the August 23, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 17, 2016 through September 6, 2016. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F980605, in the amount of \$ 2,100.00, for water line items 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)*
- D. Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F954699, in the amount of \$ 126.00, for water line items 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)*
- E. Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #2, in the amount of \$ 88,685.11, 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)*
- F. Consider and act upon, authorization of payment to GC Rental & Sales, Invoice 42095, in the amount of \$ 4,000.00, for equipment rental for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- G. Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F990852, in the amount of \$ 133.28 for water line items 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)*
- H. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-02, in the amount of \$ 8,860.00 for Professional 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, a request from Eastern Oklahoma State College, E.O.S.C., McAlester Campus, to partner with them for the rental fee for the use of the Southeast Expo Center for the 10th Annual Career & College Tour set for October 11-12, 2016 in the amount of \$2,000.00. *(Jerry Lynn Wilson, EXPO Center Manager)*
- J. Consider and act upon, authorizing the Mayor to sign an Amendment to Contract No. 2016-0110 with Tyler Technologies reducing the existing contact value by \$7,500.00. *(Gary Wansick, Chief of Police)*
- K. Consider and act upon, the McAlester Airport Authority renewing First National Bank Loan #119817 in the amount of \$143,978.16 for an additional 2 years at 4.25% interest with a monthly payment of \$5,000.00. *(Toni Ervin, Chief Financial Officer)*
- L. Consider and act upon, approval and authorizing the Mayor to sign a lease in the amount of \$1,295.00 per month for space to relocate the City of McAlester Tourism Office at 119 E. Choctaw Street, Suite 103. *(Peter Stasiak, City Manager)*
- M. Discussion and possible action on approval of an agreement between Oklahoma State University, Fire Service Training and McAlester Fire Department to authorize McAlester Fire Department as a Community Training Site for emergency cardiovascular care training. *(Brett Brewer, Fire Chief)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

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

AN ORDINANCE AMENDING ARTICLE IX, SECTION 18-533 OF THE McALESTER "BUILDINGS AND BUILDING REGULATIONS" CITY CODE; PROVIDING THE EFFECTIVE DATE; PROVIDING FOR SEVERABILITY.

SCHEDULED BUSINESS

1. Presentation of Financial Reporting Under GSB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2016 and adoption of a resolution amending actuarial assumption from 30 years to 20 years.
(Bruce Nordstrom, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)

Executive Summary

Motion to accept and place on file the Actuarial Report for period ending June 30, 2016 and adoption of the resolution amending the actuarial assumption from 30 years to 20 years.

2. Consider and act upon, an Ordinance amending Article IX, Section 18-378 (now Section 18-533) of the McAlester Building and Building Regulations City Code; Providing the effective date; Providing for severability. *(William J. Ervin, City Attorney)*

Executive Summary

Mayor and City Council to pass and approve Section 18-533 amended ordinance allowing for an extension of the Special Remodeling Permit.

3. Consider and act upon, a request from the property owner for a 180 day extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive.
(Leroy Alsup, Community & Economic Development Director)

Executive Summary

Motion to grant a 180 day extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive, effective September 13, 2016.

4. Consider and act upon, a Resolution relating to Indigenous Peoples' Day; declaring the second Monday in October as Indigenous Peoples' Day in the City of McAlester, Oklahoma; encouraging other Institutions to recognize the day; and reaffirming the City's commitment to promote the well-being and growth of McAlester's Native American Indian and Indigenous Community. *(Robert Karr, Vice-Mayor, Councilman Ward Four)*

Executive Summary

Motion to pass and approve the Resolution relating to Indigenous Peoples' Day; declaring the second Monday in October as Indigenous Peoples' Day in the City of McAlester.

5. Consider and act upon, adopting a resolution opposing State Question 779 which initiates an additional one percent sales tax for education funding in the State of Oklahoma.
(Mayor John Browne)

Executive Summary

Motion to approve and authorize the Mayor to sign the resolution opposing State Question 779.

6. Presentation and discussion on a Residuals Handling Program. *(Dale Burke, Robert Vaughan, Infrastructure Solutions Group, LLC)*

Executive Summary

Presentation and discussion.

7. 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.

8. Consider and act upon, accepting Federal Aviation Grant #3-40-0057-014-2016 for the replacement of the Rotating Beacon at the McAlester Regional Airport. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon accepting Federal Aviation Grant #3-40-0057-014-2016 for the replacement of the Rotating Beacon and authorizing the Mayor to sign the agreement.

9. Consider and act upon, accepting the bid from Electric Power Solutions for the Installation of the New Rotating Beacon and authorizing the Mayor to sign all documents required for this project. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to accept the bid from Electric Power Solutions and authorize the Mayor to sign all documents required for this project.

10. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 3 for the contract with L&L Construction, Inc. for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant and accept the project as completed. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve final payment of \$21,680.35 for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant and accept the project as completed.

11. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES). *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2016-2017 for a fee not to exceed \$72,500.

12. Consider and act upon, authorization of an Acknowledgement and Release of Liability for the donation of McAlester Police Department expired bullet proof vests to Hartshorne Police Department. *(Gary Wansick, Chief of Police)*

Executive Summary

Motion to authorize an Acknowledgement and Release of Liability for the donation of McAlester Police Department expired bullet proof vests to Hartshorne Police Department.

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

Executive Summary

Motion to approve the purchase of 6, 5" to 4" storz reducers, to be place on the ladder truck. Approx. cost 870.00
Purchases 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.

14. Discussion and possible action, on approval of an agreement with Oklahoma Department of Agriculture, Food and Forestry, Department of Defense to accept the release and transfer of one used 2010 freightliner semi tractor. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the agreement.

15. Consider, discuss and act upon, list of significant changes to the City of McAlester Code of Ordinances recommended by MuniCode during the required recodification. Final draft to be included. *(Cora Middleton, City Clerk)*

Executive Summary

For discussion and possible action.

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 August 23, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending September 6, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item K, the McAlester Airport Authority renewing First National Bank Loan #119817 in the amount of \$143,978.16 for an additional 2 years at 4.25% interest with a monthly payment of \$5,000.00. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, a presentation of Financial Reporting Under GSB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2016 and adoption of a resolution amending actuarial assumption from 30 years to 20 years. *(Bruce Nordstrom, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)*
- Confirm action taken on City Council Agenda Item 7, 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)*
- Confirm action taken on City Council Agenda Item 8, acceptance of Federal Aviation Grant #3-40-0057-014-2016 for the replacement of the Rotating Beacon at the McAlester Regional Airport. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, acceptance of the bid from Electric Power Solutions for the Installation of the New Rotating Beacon and authorizing the Mayor to sign all documents required for this project. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 15, a list of significant changes to the City of McAlester Code of Ordinances recommended by MuniCode during the required recodification. Final draft to be included. *(Cora Middleton, City Clerk)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the August 23, 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 September 6, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, authorization of payment to HD Supply Waterworks, Invoice F980605, in the amount of \$ 2,100.00, for water line items

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 D, authorization of payment to HD Supply Waterworks, Invoice F954699, in the amount of \$ 126.00, for water line items 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 E, authorization of payment to KATCON, Inc., Invoice Payment #2, in the amount of \$ 88,685.11, 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 F, authorization of payment to GC Rental & Sales, Invoice 42095, in the amount of \$ 4,000.00, for equipment rental for 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 G, authorization of payment to HD Supply Waterworks, Invoice F990852, in the amount of \$ 133.28 for water line items 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 H, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-02, in the amount of \$ 8,860.00 for Professional 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 1, a presentation of Financial Reporting Under GSB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2016 and adoption of a resolution amending actuarial assumption from 30 years to 20 years. *(Bruce Nordstrom, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Article IX, Section 18-378 (now Section 18-533) of the McAlester Building and Building Regulations City Code; Providing the effective date; Providing for severability. *(William J. Ervin, City Attorney)*

- Confirm action taken on City Council Agenda Item 3, a request from the property owner for a 180 day extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive. *(Leroy Alsup, Community & Economic Development Director)*
- Confirm action taken on City Council Agenda Item 6, a presentation and discussion on a Residuals Handling Program. *(Dale Burke, Robert Vaughan, Infrastructure Solutions Group, LLC)*
- Confirm action taken on City Council Agenda Item 7, 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)*
- Confirm action taken on City Council Agenda Item 10, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 3 for the contract with L&L Construction, Inc. for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant and accept the project as completed. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge elimination System (NPDES). *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 15, a list of significant changes to the City of McAlester Code of Ordinances recommended by MuniCode during the required recodification. Final draft to be included. *(Cora Middleton, City Clerk)*

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.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
August 23, 2016

The McAlester City Council met in a Regular session on Tuesday, August 23, 2016, at 6:00 P.M. after proper notice and agenda was posted, August 19, 2016 at 10:15 A.M.

Call to Order

Mayor Browne called the meeting to order.

Reverend Brown gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Robert Karr, Buddy Garvin, Jason Barnett & John Browne
Absent: Travis Read
Presiding: John Browne, Mayor

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, George Estrada, Building Inspector; Jayme Clifton, Community & Economic Development Executive Assistant/Planning Tech.; 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 July 26, 2016, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- B. Approval of the Minutes from the August 9, 2016, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)

- C. Approval of Claims for August 3, 2016 through August 16, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$141,896.64; Parking Authority - \$106.88; Nutrition - \$2,655.20; Tourism - \$2,619.31; SE Expo Center - \$10,093.97; E-911 - \$14,253.51; Economic Development - \$7,818.87; Fleet Maintenance \$18,475.35; Worker's Compensation - \$941.68; CIP Fund - \$109,321.99; Technology Fund - \$105.97 and Stormwater Fund - \$15,240.00.
- D. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02A-01, in the amount of \$ 5,180.00, for Professional Services related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice # F922899, in the amount of \$ 5,243.62, for Water line items related to Washington Avenue Pavement Reconstruction and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*

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

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

NAY: None

Mayor Browne declared the motion carried.

Scheduled Business

1. Consider and act upon, accepting the bid for Phase I of the AMI Project: (UTS) Utility Technology Services, Inc. which is providing the AMI Solution manufactured by Sensus. This bid is a fixed based system including Alternate 2 using solid state meters. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Staff recommendation is to accept lowest and best bidder for phase I of the AMI project: UTS- Utility Technology Services, Inc. which is providing the AMI Solution manufactured by Sensus, which includes Alternate 2 using solid state meters.

CFO Ervin addressed the Council commenting that this was the next step in the process to update and replace the City's aging water meters. She stated that the City had received four (4) bids, all of the bidding companies had been interviewed and other communities had been contacted to get their opinions.

Mayor Browne clarified that this item was to replace the manual meters with automated meters. He added that the affected employees would be moved to other areas in the City.

Clay McAlpine, Vice-President Holloway, Updike and Bellen, Inc. addressed the Council explaining that this project would be done in phases and the first phase would begin with the south side of McAlester. He added that this system would provide more information for the staff and customers.

After a brief discussion, concerning how long the project would take, the hardware and software that were part of the project and advantages of using a licensed radio spectrum, a motion to accept the bid from (UTS) Utility Technology Services, Inc. for phase 1 of the AMI project, providing solid state meters manufactured by Sensus was made by Vice-Mayor Karr. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

2. Consider and act upon, a request from the property owner for an extension of the 90-day special remodel permit period as set forth by Sec. 18-378 of the McAlester Code of Ordinances for the condemned property at 1516 Park Drive. (*George Estrada, Building Inspector, Jayme Clifton, Planning Technician*)

Executive Summary

Motion to approve or to deny the request from the property owner for an extension of the 90-day special remodel permit period as set forth by Sec. 18-378 of the McAlester Code of Ordinances for the condemned property at 1516 Park Drive.

Jayme Clifton, Community and Economic Development Executive Assistant/Planning Tech addressed the Council explaining that the property owner was requesting an extension of the 90-day special remodel permit that had been issued on May 11, 2016. She added that this structure at 5800 square feet was larger than usual, the owner had made some progress and they had a plan in place for the completion of the project.

George Estrada, Building Inspector addressed the Council informing them that the owner of the property at 1516 Park Drive had completed some of the necessary repairs toward bringing this property up to code.

Michelle Hazen, owner of the property at 1516 Park Drive and Jack Crotchett, Ms. Hazen's Contractor/fiancé addressed the Council distributing letters of support from a couple of her neighbors. She then explained why she was requesting an extension, why she was remodeling the structure, and she reviewed the repairs that had been made to the structure and the expenses to date.

During a lengthy discussion among the Council, including Ms. Hazen, Mr. Crotchett, Jim Luker. Mr. Estrada and Attorney Ervin concerning what repairs still needed to be done, why work under the original permit had been delayed and what options were available to the Council, Attorney Erin informed the Council that under the current Code, the Council did not have authority to extend the Special Remodel Permit. Attorney Ervin commented that the Council could amend the Code but there were specific steps to do that and it could not be done at this meeting.

There was further discussion among the Council concerning tabling the item, what change to make to the Code, if the Council wanted to change the of the Special Remodel permit to 180 days or give them the authority to extend the 90 day period and if the Ordinance to amend the Code could be prepared in time for the next meeting. The Council also discussed what actions the City would take concerning the property during this time. They then advised Ms. Hazen that any work that might be done during the time would be at her own risk but they did not have any intentions of demolishing her property within the next few weeks.

A motion was made by Councilman Smith and seconded by Councilman Barnett to table this item. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that the final anthracite had been installed into Filter #5 at the Water Treatment Plant, the back T would be send for results and the City anticipated having the filter operational by Monday.

Remarks and Inquiries by City Council

Vice-Mayor inquired about the Oklahoma Department of Transportation Highway project, the Carl Albert signalization project and if the Ward Redistricting Commission had met.

Manager Stasiak informed the Council that the Bypass project was supposed to go out for bid sometime in September or October and construction was planned to begin sometime in January. He commented that the Carl Albert signalization project was on the same schedule as the Bypass project. He stated that would call and get back with Vice-Mayor Karr with the information that he found.

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

Mayor's Comments and Committee Appointments

Mayor Browne asked about the status of the North Main water line project that had come in over budget and the engineers estimate.

Manager Stasiak stated that the project was being redesigned by Infrastructure Solutions Group, LLC and he had not seen anything on that at this time.

Mayor Browne commended both Ward Two candidates on the clean campaigns they had ran.

Recess Council Meeting

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

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

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

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 6:46 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 6:48 P.M.

Adjournment

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

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 6:48 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**August 17, 2016
Thru
September 6, 2016**

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	TONI ERVIN	I-201608248942	01 -5211331	EMPLOYEE TRAV TRAINING-GFOA SALES TAX TRNING	079864	166.34
	BOBBY TUCKER	I-201609018963	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FIRE MARSHALL CONF	079904	166.32
01-A00026	AT & T LONG DISTANCE					
		I-201608248944	01 -5215315	TELEPHONE UTI UTIL-TELE-LONG DISTANCE	079865	61.12
01-A00154	PROPHET EQUITY II-B					
		I-PRI1304373	01 -5865312	EQUIPMENT REN STREETS DEPT OFC RENTAL	079905	307.87
01-A00200	ADAM TRUE VALUE & AG SU					
		I-304955	01 -5544203	REPAIRS & MAI REPAIR ITEMS / FERTILIZER	079906	600.00
01-A00202	ADT SECURITY SERVICES					
		I-598603947	01 -5542308	CONTRACTED SE MO. SECURITY MONITORING	079907	41.99
01-A00267	AIRGAS, INC					
		I-9054310611	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	079909	124.66
		I-9054545814	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	079909	124.66
01-A00362	VYVE BROADBAND					
		I-201608168925	01 -5431328	INTERNET SERV UTIL-INT. SVS-N.SIDE FIRE STAT	079845	62.95
		I-201608168925	01 -5431328	INTERNET SERV UTIL-INT. SVS-FIRE STATION #2	079845	62.95
		I-201608248946	01 -5547328	INTERNET SERV UTIL-INTERNET SVS-OAK HILL CEM	079866	62.23
		I-201608318959	01 -5431328	INTERNET SERV UTIL-INT.SVS-FIRE EMER RESP CM	079880	62.95
		I-201608318959	01 -5865328	INTERNET SERV UTIL-INT.SVS-CENTRAL GARAGE	079880	83.90
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201609018968	01 -2105	COLLECTION AG COURT COLLECTIONS - JULY 2016	079911	6,578.82
01-A00751	ATWOODS					
		I-3297/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079913	114.51
		I-3311/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079913	121.54
		I-3314/9	01 -5865218	STREET REPAIR OIL FOR STREETS DEPT	079913	15.48
		I-333119	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	079913	92.92
01-B00180	UNION IRON WORKS, INC.					
		I-S1941400.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079917	10.14
		I-S1941986.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079917	4.34
01-B00267	BILLY SIM'S BBQ					
		I-8-29-16	01 -5653215	AWARDS/NUC PR CATERING FOR AWARDS DINNE	079918	1,166.57
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2078640.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079921	34.82
		I-S2079991.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079921	305.93
		I-S2081709.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079921	44.67
01-C00149	CANON FINANCIAL SERVICE					

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	continued				
	I-16414013	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	079882	873.50	
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201608318957	01 -5215314	GAS UTILITY UTIL-GAS-315 EAST KREBS	079883	23.78	
	I-201608318957	01 -5215314	GAS UTILITY UTIL-GAS-FIRE EMER. RESP COMPL	079883	60.32	
01-C00430	CHIEF FIRE & SAFETY CO.					
	I-183977	01 -5431204	SMALL TOOLS LADDER FOR FIRE ENGINE	079922	795.00	
01-C00840	CRAWFORD & ASSOCIATES P					
	I-10046	01 -5215302	CONSULTANTS CONSULT. FEES-FINACE	079924	602.50	
01-C00900	CYNTHIE CUMBIE dba CUST					
	I-156402	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	079925	78.00	
01-D00540	DOLESE BROTHERS					
	I-AG16100381	01 -5865218	STREET REPAIR #4 SCREENING	079930	563.70	
	I-AG16101044	01 -5865218	STREET REPAIR #4 SCREENING	079930	984.09	
	I-AG16101668	01 -5865218	STREET REPAIR #4 SCREENING	079930	976.48	
	I-AG16102248	01 -5865218	STREET REPAIR #4 SCREENING	079930	1,700.21	
01-D00684	DR. JASON MCELYEA					
	I-201609078985	01 -5432308	CONTRACTED SE CONTRACT SVS-EMS-8/16-31/2016	079931	1,071.00	
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-09-2016	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-SEPT 2016	079879	3,233.33	
01-F00001	4IMPRINT, INC					
	I-4842906	01 -5212331	EMPLOYEE TRAV PROMOTIONAL SUPPLIES	079934	182.76	
01-F00037	FASTENAL					
	I-149941	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079935	2.30	
01-F00322	FUN EXPRESS, LLC					
	I-678984602-01	01 -5653215	AWARDS/NUC PR SUPPLIES-AWARDS DINNER	079937	93.07	
01-G00490	GRISSOM IMPLEMENT INC					
	I-576857	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079940	30.68	
	I-579328	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079940	273.66	
01-H00021	H L'S SPORTS SHOP					
	I-4967-20	01 -5653215	AWARDS/NUC PR SERVICE AWARDS	079943	575.00	
01-H00075	HARRIS CONSTRUCTION SER					
	I-3112	01 -5865218	STREET REPAIR HAULING FEES	079944	3,244.61	
01-H00223	CLEVELAND PETROLEUM PRO					
	I-097695	01 -5542212	FUEL EXPENSE DIESEL FOR PARKS DEPT.	079946	1,068.00	

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00290	HUMPHREY PLUMBING, INC.	I-000158	01 -5548316	REPAIRS & MAI MISC REPAIRS	079947	25.00
01-I00049	IDEAL CLEANING	I-3205	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS-AUG 2016	079948	1,575.00
01-I00061	RICOH USA, INC.	I-5044161798	01 -5321308	CONTRACTED SE COPIER MAINT FEES-CID	079949	72.50
01-I00070	I P M A (INTERN. PUBLIC	I-17884-C2P7C4	01 -5653348	DRUG TESTING/ FIRE ENTRY TEST	079950	232.50
01-I00140	INDIAN NATION WHOLESALE	I-6562637	01 -5653215	AWARDS/NUC PR AWARD DINNER DESSERTS	079951	94.26
		I-6562701	01 -5653215	AWARDS/NUC PR AWARD DINNER DESSERTS	079951	37.60
		I-6562880	01 -5653215	AWARDS/NUC PR AWARD DINNER DESSERTS	079951	12.17
01-I00223	INTERNAT'L CODE COUNCIL	I-3104410	01 -5652330	DUES & SUBSCR MEMBERSHIP DUES-ESTRADA	079953	135.00
01-I00226	INT'L COUNCIL OF SHOPPI	I-1600496	01 -5210330	DUES & SUBSCR ANNUAL MEMBERSHIP DUES	079954	50.00
01-J00121	JAMESCO ENTERPRISES, LL	I-14140	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	079956	619.21
		I-14177	01 -5215202	OPERATING SUP JANITORIAL SUPPLIES	079956	220.00
01-J00435	JORDAN CARRIS AGENCY	I-16.00528	01 -5320202	OPERATING EXP NOTARY BOND-S. LOVETT	079957	30.00
01-K00005	K-BAR CO CONSTRUCTION	I-14250	01 -5865218	STREET REPAIR ASPHALT HAULING FEE	079958	2,805.00
		I-5701	01 -5865218	STREET REPAIR WATER TRUCK-WALKING TRACK	079958	425.00
01-K00054	PRAETORIAN GROUP, INC.	I-010132-9563	01 -5225349	SOFTWARE MAIN EMS ONLINE TRAINING FEE	079959	1,890.00
01-K00220	KIAMICHI TECHNOLOGY CNT	I-532-STA	01 -5432331	EMPLOYE TRAVE EMT TRAINING-TUITION-BOOK	079961	1,624.00
01-L00380	LOCKE SUPPLY CO.	I-29362376-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079964	358.28
01-L00428	LOWE'S CREDIT SERVICES	I-001543	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079965	30.19
		I-01778	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079965	7.38
		I-01802	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079965	218.02
		I-01824	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079965	4.47
		I-02091	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079965	3.24

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES		continued			
	I-06827	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079965	5.61
	I-6522321	01	-5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	079965	157.58
	I-6598935	01	-5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	079965	33.86
	I-901662	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079965	21.96
	I-901906	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079966	41.30
	I-902010	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079966	11.31
	I-902151	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079966	50.80
	I-902222	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079966	74.46
	I-9157365	01	-5653215	AWARDS/NUC PR SERVICE AWARDS	079966	186.05
01-M00280	MEGAPATH CLOUD COMPANY,					
	I-7975936	01	-5215315	TELEPHONE UTI UTIL-TELE-LONG DISTANCE	079868	415.91
01-M00465	MILL CREEK CARPET & TIL					
	I-077818	01	-5210480	CONTINGENCY CARPET FOR CITY HALL	079967	4,200.00
01-M00470	MILLER BROTHERS ENTERPR					
	I-14113-06	01	-5548316	REPAIRS & MAI MISC REPAIRS	079968	455.00
01-M00487	MILLER OFFICE EQUIPMENT					
	I-MCA384579	01	-5215312	EQUIPMENT REN MONTHLY COPIER SERVICES	079969	95.40
	I-MCA384920	01	-5215312	EQUIPMENT REN MONTHLY COPIER SERVICES	079969	449.17
01-M00578	MRHC WELLNESS CENTER					
	I-7-1-16	01	-5653215	AWARDS/NUC PR YEARLY DUES-WELLNESS CNTR	079971	3,000.00
01-MC0050	MCALESTER CHAMBER OF CO					
	I-6123	01	-5210202	OPERATING SUP CHAMBER BANQUET TICKETS	079973	100.00
01-MC0140	MCALESTER PAINT & SUPPL					
	I-00118167	01	-5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079975	11.11
01-MC0146	PITTSBURG COUNTY EMERGE					
	I-201609018966	01	-5101353	PITTSBURG EME SEPT EMERGENCY MNGMNT SVS	079976	4,166.67
01-MC0200	MCALESTER SCOTTISH RITE					
	I-700615	01	-5548311	PARKING RENTA PARKING LOT RENTAL	079977	485.00
01-MC0207	MCALESTER WASHER & DRYE					
	I-4075	01	-5431316	REPAIRS & MAI REPAIR WASHER-FIRE S	079978	175.00
01-N00106	NATIONAL ASSOCIATION OF					
	I-NN03473	01	-5321332	COMMUNITY SER MEMBERSHIP FEES	079979	35.00
01-N00250	MCALESTER NEWS CAPITAL					
	I-300009550-Ord#2573	01	-5212317	ADVERTISING & COUNCIL PUBLICATIONS	079980	16.15
01-N00343	NORTHERN SAFETY CO INC					

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00343	NORTHERN SAFETY CO INC	continued				
	I-902047434/98063837	01 -5653213	SAFETY EXPENS FIRST AID SUPPLIES		079982	561.77
01-000410	OKLA STATE UNIVERSITY					
	I-60156	01 -5431331	EMPLOYEE TRAV FIRE/ARSON TRAINING		079988	650.00
01-000520	OIL-OK INDEPENDENT LIVI					
	I-082016-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI		079989	2,000.00
01-000530	OML-OK MUNICIPAL LEAGUE					
	I-029297	01 -5101330	DUES & SUBSCR ANNUAL FEE-LABOR REL PGM		079990	550.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-16-00110	01 -5215322	LIABILITY INS PROPERTY INS-GF		079991	15,972.00
01-P00210	PEPSI COLA					
	I-1	01 -5544202	OPERATING SUP CONCESSION SUPPLIES		079992	46.44
01-P00242	PETER STASIAK					
	I-201608248941	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-ODOT MEETING		079869	72.42
	I-201608318954	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-ALFA QTRLY MEETING		079884	146.56
01-P00337	PITTS COUNTY CRIMINAL J					
	I-201609018964	01 -5213335	COUNTY INCARC INCARCERATION FEES-JULY 2016		079993	11,440.00
01-P00338	PITTSBURG COUNTY DISTRI					
	I-3-1409	01 -5865218	STREET REPAIR TACK OIL - MOCKINGBIRD		079994	1,940.00
01-P00451	PURCHASE POWER / PITNEY					
	I-16-00129	01 -5215317	POSTAGE POSTAGE/POSTAGE MACHINE		079996	1,500.00
01-P00510	PRO-KIL, INC					
	I-163515	01 -5548203	REPAIRS & MAI PEST CONTROL		079997	450.00
	I-163715	01 -5542308	CONTRACTED SE PEST CONTROL - STIPE		079997	126.00
	I-163729	01 -5548203	REPAIRS & MAI PEST CONTROL		079997	170.00
01-P00560	PUBLIC SERVICE/AEP					
	I-201608168926	01 -5215313	ELECTRIC UTIL UTIL-ELECTRIC-GENERAL		079848	17,499.39
	I-201608318958	01 -5215313	ELECTRIC UTIL UTIL-ELEC-1699 E. CARL ALBERT		079885	24.85
01-R00527	ROSEANNA'S ITALIAN FOOD					
	I-1600554	01 -5215310	EDUCATION PRO INCODE TRAINING EXPENSE		080000	279.10
01-S00180	OKLA SECRETARY OF STATE					
	I-16.00529	01 -5320202	OPERATING EXP NOTARY RENEWAL-S.LOVETT		080002	20.00
	I-16.00530	01 -5320202	OPERATING EXP NOTARY FILE FEES-LOVETT		080003	10.00
01-S00184	SECURITY BANK CARD CENT					
	I-201608178934	01 -5210331	EMPLOYEE TRAV TRVL EXP-CITY MANAGER CONF		079849	382.50

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00184	SECURITY BANK CARD CENT	continued				
	I-201608178934	01	-5653331	EMPLOYEE TRAV HR - RECRUITMENT FEES	079849	61.17
	I-201608178934	01	-5653331	EMPLOYEE TRAV HR - RECRUITMENT FEES	079849	478.48
	I-201608178934	01	-5431331	EMPLOYEE TRAV TRVL EXP-FIRE FIGHTER CLASSIC	079849	23.36
01-S00190	SECURITY SYS. & ENG. IN					
	I-30948	01	-5547203	REPAIRS & MAI SEC. MONITORING FEE	080004	120.00
	I-30949	01	-5548316	REPAIRS & MAI ALARM MONITORING FEE	080004	60.00
	I-30950	01	-5547203	REPAIRS & MAI SEC. MONITORING FEE	080004	120.00
	I-30951	01	-5542308	CONTRACTED SE SEC. MONITORING FEE	080004	60.00
01-S00246	SHEILA MALDONADO					
	I-201609078984	01	-5653215	AWARDS/NUC PR SUPPLIES-EMPLOYEE AWARDS DINNE	080007	59.05
01-S00726	STAPLES ADVANTAGE					
	I-3311469962	01	-5215202	OPERATING SUP OFFICE SUPPLIES	080010	702.34
	I-3311469964	01	-5215202	OPERATING SUP OFFICE SUPPLIES	080010	52.99
	I-3312181498	01	-5215202	OPERATING SUP OFFICE SUPPLIES	080010	119.98
	I-3312181499	01	-5210480	CONTINGENCY CHAIRS FOR CONF. ROOM	080010	3,556.27
	I-3312181500	01	-5215202	OPERATING SUP OFFICE SUPPLIES	080010	291.24
01-S00956	SWANK MOTION PICTURES,					
	I-RG2226692	01	-5215202	OPERATING SUP MOVIE IN PARK RENTAL FEES	080011	385.00
01-T00010	T. H. ROGERS LUMBER CO.					
	I-522753	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080012	40.07
01-T00032	TASER INTERNATIONAL					
	I-SI1447767	01	-5321202	OPERATING SUP TASTER CARTRIDGES	080013	720.71
01-T00429	THOMAS J DAVIS					
	I-201609068980	01	-5544308	CONTRACT LABO UMPIRE FEES - 9 GAMES	080017	225.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
	I-9970932	01	-5653308	CONTRACTED SE PLAN ADMINISTRATION FEE	080019	425.00
01-T00630	TWIN CITIES READY MIX,					
	I-131779	01	-5865218	STREET REPAIR CONCRETE-STREET REPAIRS	080020	517.00
	I-131857	01	-5865218	STREET REPAIR CONCRETE-STREET REPAIRS	080020	272.50
01-U00020	UNITED STATES CELLULAR					
	I-0147828077	01	-5215315	TELEPHONE UTI UTIL-CELL PHONE EXP-GENERAL	079850	6,176.59
01-U00128	UNITED PACKAGING & SHIP					
	I-145807	01	-5431202	OPERATING SUP SHIPPING FEES	080022	19.95
01-W00040	WALMART COMMUNITY BRC					
	C-03645	01	-5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	080023	13.60-
	C-03951	01	-5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	080023	13.88-

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC		continued			
		I-001119	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	080023	9.00
		I-001802	01 -5543202	OPERATING SUP OPERATING SUPPLIES	080023	7.00
		I-00300	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	080023	565.25
		I-004930	01 -5431202	OPERATING SUP MISC SUPPLIES	080023	43.43
		I-005108	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	080023	57.45
		I-009131	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	080023	217.67
		I-01204	01 -5431202	OPERATING SUP MISC SUPPLIES	080023	138.41
		I-03889	01 -5653215	AWARDS/NUC PR SERVICE AWARDS	080023	375.00
		I-06277	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	080024	32.47
		I-07229	01 -5431202	OPERATING SUP MISC SUPPLIES	080024	46.67
		I-08136	01 -5210202	OPERATING SUP MISC OFFICE SUPPLIES	080024	31.84
		I-0909	01 -5653215	AWARDS/NUC PR AWARDS DINNER CATERING	080024	150.00
		I-09260	01 -5653215	AWARDS/NUC PR SERVICE AWARDS	080024	274.97
		I-09422	01 -5431202	OPERATING SUP MISC SUPPLIES	080024	120.45
01-W00381	WILLIAM D ROBERTSON					
	I-201609068983	01 -5544308	CONTRACT LABO UMPIRE FEES - 9 GAMES		080029	225.00
			FUND	01 GENERAL FUND	TOTAL:	122,100.69

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VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00154	PROPHET EQUITY II-B					
	I-PR11301508	02 -5864312	EQUIPMENT REN LANDFILL OFFICE RENT	079905	321.78	
01-A00362	VYVE BROADBAND					
	I-201608168925	02 -5975328	INTERNET SERV UTIL-INT. SVS-HEREFORD LANE	079845	67.51	
	I-201608318959	02 -5973328	INTERNET SERV UTIL-INT.SVS-EAST WW PLANT	079880	72.27	
01-A00582	AT&T					
	I-201608318955	02 -5267315	TELEPHONE UTI UTIL-INTERNET SERVICES	079881	1,435.50	
01-B00180	UNION IRON WORKS, INC.					
	I-S1944276.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	079917	6.57	
	I-S1944757.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079917	101.03	
	I-S1945967.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	079917	88.71	
	I-S1947035.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	079917	20.61	
	I-S19944305.001	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	079917	0.55	
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201608318957	02 -5267314	GAS UTILITY UTIL-GAS-CENTRAL GARAGE	079883	30.55	
01-C00469	CITY OF MCALESTER SPECI					
	I-201608168928	02 -1012	CASH - UTILIT CASH FOR UB&C CASH DRAWER	079846	150.00	
01-D00158	DAVID T HARDGRAVE					
	I-4-1702	02 -5973302	CONSULTANTS (CONSULTANT FEES	079926	1,800.00	
01-D00540	DOLESE BROTHERS					
	I-RM16049522	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS	079930	1,008.00	
01-E00024	STANLEY RAY OWENS DBA E					
	I-2773	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL	079932	100.00	
01-F00037	FASTENAL					
	I-OKMCA149938	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079935	146.25	
	I-OKMCA150005	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	079935	21.72	
01-H00016	HD SUPPLY WATERWORKS, L					
	I-F781203	02 -5975209	UTILITY MAINT AUTO FLUSH DEVICES-UTM	079942	10,450.00	
	I-F933387	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	079942	1,528.92	
	I-G016322	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	079942	532.40	
	I-G027732	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	079942	631.45	
	I-G041470	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	079942	450.00	
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-16-08-07	02 -5871302	CONSULTANTS OKIE LOCATE	079952	4,305.04	
	I-MC-16-22-01	02 -5871302	CONSULTANTS CONSULTFEE-WTP CONTR	079952	5,687.50	
01-J00121	JAMESCO ENTERPRISES, LL					
	I-14032	02 -5973203	REPAIRS & MAI JANITORIAL SUPPLIES-WWM	079956	359.40	

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00210	KIAMICHI ELECTRIC COOP.					
	I-201608168924	02 -5267313	ELECTRIC UTIL UTIL-ELEC-HEREFORD LANE		079847	765.28
01-L00428	LOWE'S CREDIT SERVICES					
	I-01797	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS		079965	21.44
	I-02470	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS		079965	56.05
	I-02852	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS		079965	12.22
	I-07186	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS		079965	21.61
	I-08051	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS		079965	21.00
01-M00532	CWL. INC.					
	I-106352	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR		079970	35.93
	I-106812	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR		079970	21.76
	I-15-01345	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR		079970	262.09
01-O00075	O'REILLY AUTO PARTS					
	I-0230-405748	02 -5973203	REPAIRS & MAI LIFT STATION REPAIR PARTS		079984	135.09
01-O00275	OKLA DEPT OF COMMERCE					
	I-092016-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908		079987	1,145.83
01-O00556	OMAG-OK MUNICIPAL ASSUR					
	I-16-00110	02 -5267322	LIABILITY INS PROPERTY INS-MPWA		079991	5,380.00
01-P00560	PUBLIC SERVICE/AEP					
	I-201609068981	02 -5267313	ELECTRIC UTIL UTILITY-ELECTRIC-MPWA		079998	37,946.04
01-S00184	SECURITY BANK CARD CENT					
	I-201608178934	02 -5975331	EMPLOYEE TRAV ENG.-TRVL. EXP-OPERATOR TRNING		079849	249.43
01-S00216	SEVERN TRENT ENV SVS.					
	I-11957	02 -5974302	CONSULTANTS OPERATIONAL SVS FOR WTP-8/16		080005	89,567.72
01-S00234	SHARE CORPORATION					
	I-958002	02 -5973203	REPAIRS & MAI CHEMICALS-LIFT STATI		080006	955.05
01-S00530	SOUTHWEST CHEMICAL SERV					
	C-105144	02 -5973206	CHEMICALS CREDIT TO CORRECT INV 105144		080008	365.00-
	I-35671	02 -5973206	CHEMICALS CHEMICALS FOR WWM		080008	500.00
01-T00052	TECHNICAL PROGRAMMING S					
	I-201609018965	02 -5216336	FEES UB&C MAILING FEE-ZONE 2		080014	880.73
	I-201609018965	02 -5216317	POSTAGE UB&C POSTAGE FEE-ZONE 2		080014	1,356.89
01-T00630	TWIN CITIES READY MIX,					
	I-131051	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS		080020	708.50
	I-131563	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS		080020	552.00
01-U00020	UNITED STATES CELLULAR					

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00020	UNITED STATES CELLULAR	continued				
	I-0147828077	02 -5267315	TELEPHONE UTI	UTIL-CELL PHONE EXP-MPWA	079850	1,836.80
01-U00051	UTILITY SUPPLY CO., INC					
	I-096529	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	102.00
	I-096530	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	110.00
	I-096531	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	94.88
	I-096532	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	185.47
	I-096533	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	95.00
	I-096534	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	87.00
	I-096535	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	87.00
	I-096773	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	45.00
	I-096774	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	25.48
	I-096776	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	34.20
	I-096777	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	340.99
	I-096778	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	403.34
	I-096779	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	285.13
	I-096780	02 -5975209	UTILITY MAINT	MISC. REPAIR ITEMS	080021	621.90
01-U00128	UNITED PACKAGING & SHIP					
	I-189835	02 -5973203	REPAIRS & MAI	SHIPPING FEES	080022	30.24
	I-190030	02 -5973203	REPAIRS & MAI	SHIPPING FEES	080022	31.93
	I-190447	02 -5973203	REPAIRS & MAI	SHIPPING FEES	080022	17.79
	I-190617	02 -5973203	REPAIRS & MAI	SHIPPING FEES	080022	40.06
		FUND	02	MPWA	TOTAL:	174,019.63

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201608318957	03 -5876314	GAS UTILITY UTIL-GAS-AIRPORT	079883	27.72
01-F00170	FIRST NATIONAL BANK	I-092016-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	079936	5,020.00
01-000556	OMAG-OK MUNICIPAL ASSUR	I-16-00110	03 -5876322	INSURANCE/BON PROPERTY INS-AIR POR	079991	2,511.25
01-P00560	PUBLIC SERVICE/AEP	I-201608318958	03 -5876313	ELECTRIC UTIL UTIL-ELECTRIC-AIRPORT	079885	1,960.13
01-U00020	UNITED STATES CELLULAR	I-0147828077	03 -5876315	TELEPHONE UTI UTIL-CELL PHONE EXP-AIRPORT	079850	36.93
			FUND 03	AIRPORT AUTHORITY	TOTAL:	9,556.03

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201609068977	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	079910	180.00
		I-201609068978	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DELIVER	079910	130.68
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2073423.001	08 -5549202	OPERATING SUP MISC REPAIR & MAINT ITEMS	079921	8.08
01-D00405	DIANE CHADSEY					
		I-201609068972	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DELIVER	079929	19.98
01-E00207	EMMA E. BELLIS					
		I-201609068971	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DELIVER	079933	18.36
01-G00288	GERALDINE E MALKOWSKI					
		I-201609068975	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	079939	195.00
		I-201609068976	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DELIVER	079939	116.64
01-S00580	AT & T					
		I-201608248943	08 -5549315	TELEPHONE UTI UTIL-TELE-NUTRITION	079871	287.28
01-T00449	TOMI NICOLE TAYLOR					
		I-201609068973	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	080018	150.00
		I-201609068974	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DELIVER	080018	75.60
01-U00020	UNITED STATES CELLULAR					
		I-0147828077	08 -5549315	TELEPHONE UTI UTIL-CELL PHONE EXP-NUTRITION	079850	110.79
				FUND 08 NUTRITION	TOTAL:	1,292.41

PACKET : 14522 14536 14544 14556 14565 14574

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-10380	09 -5864327	SUB TITLE D E GROUND WATER MONITORING	080016	225.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		225.00

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
		I-64846-3	27 -5655318	PRINTING	BROCHURES/MAPS REPRINT	079920 267.31
		I-64944	27 -5655318	PRINTING	BROCHURES/MAPS REPRINT	079920 436.96
		I-65034	27 -5655318	PRINTING	BROCHURES/MAPS REPRINT	079920 68.00
		I-65034-2	27 -5655318	PRINTING	BROCHURES/MAPS REPRINT	079920 68.00
		I-65110	27 -5655318	PRINTING	BROCHURES/MAPS REPRINT	079920 96.00
01-C00149	CANON FINANCIAL SERVICE					
		I-16376698	27 -5655318	PRINTING	MO. COPIER LEASE TOU	079867 164.00
01-F00001	4IMPRINT, INC					
		I-4842906	27 -5655214	TOURISM EXPEN	PROMOTIONAL SUPPLIES	079934 182.76
		I-0CH12502245	27 -5655214	TOURISM EXPEN	TOURISM SUPPLIES	079934 376.93
01-MC0134	MCALESTER MAIN STREET					
		I-082016-2015-2016	27 -5655353	MAIN STREET P CONTRACT-	MCALESTER MAIN ST	079974 1,250.00
01-P00450	PRIDE IN MCALESTER					
		I-082016-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-	PRIDE IN MCALESTER	079995 2,500.00
01-S00184	SECURITY BANK CARD CENT					
		I-201608178934	27 -5655331	TRAVEL & TRAI	TRVL. EXP-TOURISM TRAINING	079849 627.23
		I-201608178934	27 -5655331	TRAVEL & TRAI	TRVL. EXP-TOURISM ROAD SHOW	079849 245.00
		I-201608178934	27 -5655202	OPERATING SUP	TOURISM-ROAD SHOW SUPPLIES	079849 20.55
		I-201608178934	27 -5655317	ADVERTISING	TOURISM-ADVERTISEMENT FEES	079849 32.00
01-T00500	PARROTT COMPANY, LLC					
		I-201609018967	27 -5655340	OFFICE RENT	TOURISM OFFC RENT-SEPT 2016	000000 558.20
01-U00020	UNITED STATES CELLULAR					
		I-0147828077	27 -5655315	TELEPHONE UTI	UTIL-CELL PHONE EXP-TOURISM	079850 74.08
01-U00128	UNITED PACKAGING & SHIP					
		I-145994	27 -5655319	POSTAGE	SHIPPING FEES	080022 20.32
01-W00040	WALMART COMMUNITY BRC					
		I-04750	27 -5655202	OPERATING SUP	MISC SUPPLIES	080023 31.84
		I-09576	27 -5655202	OPERATING SUP	MISC SUPPLIES	080024 5.68
				FUND	27 TOURISM FUND	TOTAL: 7,024.86

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PACKET      : 14522 14536 14544 14556 14565 14574
VENDOR SET: Mult
FUND        : 28      SE EXPO CENTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00580	COCA COLA BOTTLING CO					
		I-80642208	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	079923	569.00
		I-80643429	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	079923	22.00
		I-80823707	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	079923	82.00
01-J00110	JACKIE BRANNON CORR. CT					
		I-20170355	28 -5654308	CONTRACT SERV INMATE FEES	079955	169.58
01-J00121	JAMESCO ENTERPRISES, LL					
		I-14065	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	079956	103.00
01-L00282	LEPA PRODUCTIONS (MARK					
		I-1252	28 -5654316	REPAIRS & MAI SOUND BOX REPAIR	079963	240.00
01-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-16-00110	28 -5654322	LIABILITY INS PROPERTY INS-EXPO	079991	6,949.25
01-P00560	PUBLIC SERVICE/AEP					
		I-201608248945	28 -5654313	ELECTRIC UTIL UTIL-ELEC-EXPO RV PARK	079870	58.45
		I-201608318958	28 -5654313	ELECTRIC UTIL UTIL-ELECTRIC-EXPO	079885	6,110.54
01-S00009	SADLER PAPER CO					
		I-54475	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	080001	71.72
01-S00726	STAPLES ADVANTAGE					
		I-27130	28 -5654210	CONCESSION SU 4 CASH REGISTERS	080010	399.96
01-U00020	UNITED STATES CELLULAR					
		I-0147828077	28 -5654315	TELEPHONE UTI UTIL-CELL PHONE EXP-EXPO	079850	110.79
01-W00040	WALMART COMMUNITY BRC					
		I-06743	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	080024	63.00
		I-07851	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	080024	45.50
				FUND 28 SE EXPO CENTER	TOTAL:	14,994.79

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00190	SECURITY SYS. & ENG. IN	I-30982	29 -5324202	OPERATING SUP SECUR. DOOR ACCESS CARDS	080004	100.00
01-S00580	AT & T	I-201608318956	29 -5324315	TELEPHONE UTI UTIL-TELEPHONE-E 911	079886	5,818.42
01-U00020	UNITED STATES CELLULAR	I-0147828077	29 -5324315	TELEPHONE UTI UTIL-CELL PHONE EXP-E-911	079850	36.93
01-W00392	WINDSTREAM CORPORATION	I-201608248947	29 -5324315	TELEPHONE UTI UTIL-TEL-911 COUNTY TRUNK LINE	079872	455.77
			FUND	29 E-911	TOTAL:	6,411.12

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0050	MCALESTER CHAMBER OF CO	I-262	30 -5652350	BUSINESS DEVE CHAMBER DIRECTORY AD	079973	300.00
01-MC0134	MCALESTER MAIN STREET	I-082016-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	079974	1,250.00
01-000275	OKLA DEPT OF COMMERCE	I-092016-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	079986	282.50
01-P00450	PRIDE IN MCALESTER	I-082016-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	079995	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC	I-1715	30 -5652302	CONSULTANTS CONSULTING SVS FEE	079999	2,500.00
01-S00184	SECURITY BANK CARD CENT	I-201608178934	30 -5652350	BUSINESS DEVE BUS. DEV-RURAL ENTERPRISE OK	079849	67.85
		I-201608178934	30 -5652350	BUSINESS DEVE BUSINESS DEVELOPMENT SUPPLIES	079849	17.40
		I-201608178934	30 -5652350	BUSINESS DEVE BUS. DEV.-PROSPECTIVE CO.	079849	45.97
		I-201608178934	30 -5652350	BUSINESS DEVE BUS. DEV.-ROTARY CLUB	079849	34.99
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		6,998.71

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00154	PROPHET EQUITY II-B					
	I-PR11304374	35	-5862312	EQUIPMENT REN FLEET MAINT OFC RENTAL	079905	307.87
01-A00215	ADVANCE AUTO PARTS					
	I-8117623082205	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079908	54.58
	I-8117623182226	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079908	115.78
	I-8117623677582	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079908	136.55
	I-8117623677602	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079908	162.12
	I-8117623877711	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079908	35.00
	I-8117624445483	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079908	39.14
	I-8117624577896	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079908	15.38
01-B00150	BEALES GOODYEAR TIRES					
	I-1-30101	35	-5862203	REPAIRS & MAI PARTS, ALIGNMENTS, ETC.	079916	7.95
	I-1-30578	35	-5862203	REPAIRS & MAI PARTS, ALIGNMENTS, ETC.	079916	120.00
	I-1-30737	35	-5862203	REPAIRS & MAI TIRE FOR S-44	079916	240.00
	I-1-30784	35	-5862203	REPAIRS & MAI PARTS, ALIGNMENTS, ETC.	079916	14.95
	I-1-GS30541	35	-5862317	EMERGENCY VEH TIRES-FIRE 9937-AMBULANCE	079916	1,415.64
01-G00010	G & C RENTAL CENTER, IN					
	I-42509	35	-5862203	REPAIRS & MAI VALVE FOR UTM-45	079938	194.08
01-G00490	GRISSOM IMPLEMENT INC					
	C-583312	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	079940	21.89
	C-583312	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	079940	31.05-
	I-579647	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	079940	209.98
	I-583296	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	079940	70.82
01-K00205	KIAMICHI AUTOMOTIVE WHO					
	I-029509	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	23.15
	I-029669	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	144.60
	I-029715	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	104.89
	I-029818	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	15.18
	I-029899	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	41.50
	I-030136	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	12.99
	I-030273	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	61.29
	I-030278	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	210.62
	I-030349	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	18.24
	I-030509	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	18.49
	I-030555	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	079960	43.10
	I-030581	35	-5862203	REPAIRS & MAI MISC. AUTO PARTS	079960	25.98
	I-030586	35	-5862203	REPAIRS & MAI MISC. AUTO PARTS	079960	7.99
01-M00590	MOSS WRECKER SERVICE					
	I-1988	35	-5862203	REPAIRS & MAI WRECKER FEES-S-54	079972	100.00
01-N00271	FREEDOM FORD INC					
	I-173498	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	42.95
	I-173504	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	42.95

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	FREEDOM FORD INC		continued			
	I-173514	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	103.82
	I-173647	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	143.20
	I-173766	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	46.18
	I-173795	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	45.95
	I-173935	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	46.18
	I-88501	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	179.08
	I-88524	35	-5862317	EMERGENCY VEH ALTERNATOR FOR MED #4	079981	309.20
	I-88569	35	-5862203	REPAIRS & MAI PARTS & SUPPLIES	079981	51.53
01-000075	O'REILLY AUTO PARTS					
	C-0230-402732	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	16.54-
	C-0230-405704	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	20.79-
	I-0230-401371	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	15.22
	I-0230-401630	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	66.26
	I-0230-401631	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	54.87
	I-0230-401804	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	154.44
	I-0230-402259	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	14.39
	I-0230-402334	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	23.99
	I-0230-402555	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	177.44
	I-0230-402585	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	46.64
	I-0230-402656	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	61.51
	I-0230-402714	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	7.12
	I-0230-403369	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	73.09
	I-0230-404375	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079983	25.99
	I-0230-404379	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	19.99
	I-0230-405104	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	13.94
	I-0230-405141	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	277.73
	I-0230-405222	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	17.96
	I-0230-405721	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	20.79
	I-0230-405723	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	4.79
	I-0230-405950	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	20.79
	I-0230-406659	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	079984	89.99
01-000122	OK TIRE					
	I-26122	35	-5862203	REPAIRS & MAI TIRES, PARTS, ALIGNMENTS	079985	80.00
01-S00710	STANDARD MACHINE LLC					
	I-246987	35	-5862203	REPAIRS & MAI MISC REPAIRS	080009	53.63
	I-246990	35	-5862203	REPAIRS & MAI MISC REPAIRS	080009	64.68
01-T00141	TEXAS REFINERY CORP					
	I-109163	35	-5862203	REPAIRS & MAI OIL FOR FLEET MAINTENANCE	080015	2,590.50
01-U00020	UNITED STATES CELLULAR					
	I-0147828077	35	-5862315	TELEPHONE UTI UTIL-CELL PHONE EXP-FLEET MAIN	079850	71.07
01-W00195	WELDON PARTS INC.					
	I-1729889-00	35	-5862203	REPAIRS & MAI TRUCK REPAIR PARTS	080026	3.30

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00195	WELDON PARTS INC.		continued			
		I-1730643-00	35 -5862203	REPAIRS & MAI TRUCK REPAIR PARTS	080026	93.46
		I-1731430-00	35 -5862203	REPAIRS & MAI TRUCK REPAIR PARTS	080026	22.95
01-W00249	WHEELED COACH					
		I-160006	35 -5862317	EMERGENCY VEH AIR BAGS FOR MEDIC 3	080027	1,020.06
01-W00269	WHITES TRACTORS					
		I-493613	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	080028	85.00
		I-493624	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	080028	150.00
		I-493689	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	080028	75.00
			FUND 35	FLEET MAINTENANCE	TOTAL:	10,429.00

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00093	BANCFIRST-TRUST DEPT						
		I-5001221	38	-5215520	AGENT FEES BOND AGENT FEES	079915	500.00
01-B00417	BLX GROUP, LLC						
		I-42182-2485/081516	38	-5215520	AGENT FEES PREP-INTERIUM ARBITRAGE	079919	1,500.00
					FUND 38 DEDICATED SALES TAX-MPWA TOTAL:		2,000.00

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
	I-092016-002	41 -5862401	CAPITAL OUTLA	VEHICLE LEASE 800-1503001-002	079912	2,485.55
	I-092016-1503001-3	41 -5865510	LEASE PAYMENT	EQUIP LEASE -800-1503001-003	079912	1,326.45
	I-092016-800150300	41 -5862401	CAPITAL OUTLA	VEHICLE LEASE 800-1503001-001	079912	3,210.15
01-B00017	B & S CONSRUCTION AND T					
	I-PAY REQUEST #1	41 -5652402	TRAILS GRANT	BELMONT TRAIL PROJECT	079914	109,041.04
01-D00217	DEERE CREDIT, INC.					
	I-092016-#0063527	41 -5865510	LEASE PAYMENT	LEASE PMT #0063527-EXCAVATOR	079927	1,140.15
	I-092016-0063527-0	41 -5865510	LEASE PAYMENT	LEASE PMT-JD 624K LOADER	079927	1,821.57
01-H00004	H & G PAVING CONTRACTOR					
	I-PAYMENT #2	41 -5865403	CAPITAL PROJE	ASPHALT REPAIRS- A ST.	079941	140,114.55
01-H00215	HOLLOWAY, UPDIKE AND BE					
	I-STATEMENT #6	41 -5975411	AMI SYSTEM	CONSULTANT FEES-AMR-AMI	079945	6,250.00
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-15-03-06	41 -5865403	CAPITAL PROJE	CONSULTING FEES	079952	8,432.00
	I-MC-16-14-01	41 -5974404	WTP FILTER	CONSULT FEE-FILTER 5	079952	10,985.00
01-L00021	L & L CONSTRUCTION, INC					
	I-#3 FINAL	41 -5974404	WTP FILTER	WTP FILTER #5 REPLAC	079962	21,680.35
01-W00194	WELCH STATE BANK					
	I-092016-55766	41 -5865510	LEASE PAYMENT	LEASE PMT-2015 DUMP TRUCK	080025	1,517.90
	I-092016-55820	41 -5865510	LEASE PAYMENT	LEASE PMT-2015 DUMP TRUCK	080025	2,555.73
			FUND	41 CIP FUND	TOTAL:	310,560.44

PACKET : 14522 14536 14544 14556 14565 14574

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00232	DELL MARKETING L.P.					
		I-XK18J8FK5	44 -5225401	TECHNOLOGY UP NEW SERVER FOR IT	079928	6,911.30
01-S00726	STAPLES ADVANTAGE					
		I-3311469959	44 -5225402	SOFTWARE & TE MISC HARDWARE/SOFTWARE	080010	45.98
		I-3311469960	44 -5225402	SOFTWARE & TE MISC HARDWARE/SOFTWARE	080010	80.29
		I-3312181493	44 -5225402	SOFTWARE & TE MISC HARDWARE/SOFTWARE	080010	109.98
		I-3312181496	44 -5225402	SOFTWARE & TE MISC HARDWARE/SOFTWARE	080010	129.99
01-W00040	WALMART COMMUNITY BRC					
		C-01644	44 -5225402	SOFTWARE & TE SEC. SYSTEM-UTILITY OFFC	080023	553.62-
		I-001645	44 -5225402	SOFTWARE & TE SEC. SYSTEM-UTILITY OFFC	080023	505.59
		I-00830	44 -5225402	SOFTWARE & TE SEC. SYSTEM-UTILITY OFFC	080023	553.62
				FUND 44 TECHNOLOGY FUND	TOTAL:	7,783.13
					REPORT GRAND TOTAL:	673,395.81

** 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	02 -5866230	RECYCLING CENTER EXPENSE	262.09	2,300	569.23				
	41 -5652402	TRAILS GRANT PROJECT	109,041.04	197,375	77,228.89				
** 2015-2016 YEAR TOTALS **			109,303.13						
2016-2017	01 -2105	COLLECTION AGENCY 25% (COU	6,578.82						
	01 -5101330	DUES & SUBSCRIPTIONS	550.00	25,000	3,841.27				
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	37,499.99				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	20,000.00				
	01 -5210202	OPERATING SUPPLIES	131.84	2,500	1,640.20				
	01 -5210330	DUES & SUBSCRIPTIONS	50.00	3,300	1,265.81				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	601.48	6,700	5,686.00				
	01 -5210480	CONTINGENCY	7,756.27	25,000	16,193.73				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	166.34	5,500	4,533.56				
	01 -5212317	ADVERTISING & PRINTING	16.15	2,500	2,000.00				
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	182.76	3,000	2,622.24				
	01 -5213335	COUNTY INCARCERATION EXPEN	11,440.00	30,000	18,560.00				
	01 -5214302	CONSULTANTS	3,233.33	70,000	49,300.01				
	01 -5215202	OPERATING SUPPLIES	1,771.55	29,052	18,816.91				
	01 -5215302	CONSULTANTS	602.50	35,000	20,000.00				
	01 -5215310	EDUCATION PROJECTS	279.10	4,889	90.10-	Y			
	01 -5215312	EQUIPMENT RENTALS	1,418.07	30,900	6,100.00				
	01 -5215313	ELECTRIC UTILITY	17,524.24	314,522	281,020.46				
	01 -5215314	GAS UTILITY	84.10	28,200	27,525.01				
	01 -5215315	TELEPHONE UTILITY	6,653.62	38,000	23,784.63				
	01 -5215317	POSTAGE	1,500.00	10,000	5,000.00				
	01 -5215322	LIABILITY INSURANCE/BONDS	15,972.00	168,200	46,405.16				
	01 -5225349	SOFTWARE MAINTENANCE	1,890.00	72,000	14,534.63				
	01 -5320202	OPERATING EXPENSE	60.00	2,850	1,948.48				
	01 -5321202	OPERATING SUPPLIES	720.71	11,875	8,607.17				
	01 -5321308	CONTRACTED SERVICES	72.50	7,000	3,890.56				
	01 -5321332	COMMUNITY SERVICES PROGRAM	35.00	7,500	7,265.00				
	01 -5431202	OPERATING SUPPLIES	368.91	15,100	11,872.87				
	01 -5431204	SMALL TOOLS	795.00	3,400	2,605.00				
	01 -5431207	CLOTHING ALLOWANCE	78.00	23,025	4,157.92				
	01 -5431316	REPAIRS & MAINTENANCE	175.00	3,325	3,019.50-	Y			
	01 -5431328	INTERNET SERVICE	188.85	2,351	1,973.30				
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	839.68	10,000	7,907.26				
	01 -5432202	OPERATING SUPPLIES	249.32	25,600	19,109.65				
	01 -5432308	CONTRACTED SERVICES	1,071.00	70,500	63,031.14				
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	1,624.00	3,500	1,064.00				
	01 -5542202	OPERATING SUPPLIES	619.21	3,800	2,075.82				
	01 -5542203	REPAIRS & MAINT SUPPLIES	855.40	40,850	25,833.77				
	01 -5542212	FUEL EXPENSE	1,068.00	16,500	13,880.92				
	01 -5542308	CONTRACTED SERVICES	227.99	14,000	4,216.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5543202	OPERATING SUPPLIES	7.00	10,450	9,402.00				
01	-5543203	REPAIRS & MAINT SUPPLIES	4.34	10,400	3,696.56				
01	-5544202	OPERATING SUPPLIES	46.44	17,100	10,728.19				
01	-5544203	REPAIRS & MAINTENANCE SUPP	611.11	13,480	9,445.00				
01	-5544308	CONTRACT LABOR	450.00	15,000	9,270.00				
01	-5547203	REPAIRS & MAINT SUPPLIES	240.00	11,400	7,920.00				
01	-5547328	INTERNET SERVICE	62.23	740	615.54				
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,569.94	36,500	26,692.13				
01	-5548308	CONTRACTED SERVICES-CLEANI	1,575.00	22,000	18,535.00				
01	-5548311	PARKING RENTAL	485.00	4,500	0.00				
01	-5548316	REPAIRS & MAINTENANCE	540.00	20,900	14,724.24				
01	-5652330	DUES & SUBSCRIPTIONS	135.00	2,500	2,275.00				
01	-5653213	SAFETY EXPENSE	561.77	25,500	18,624.38				
01	-5653215	AWARDS/NUC PROGRAM	7,162.46	9,500	1,058.60				
01	-5653308	CONTRACTED SERVICES	425.00	7,500	5,000.00				
01	-5653331	EMPLOYEE TRAVEL & TRAININ	539.65	2,000	1,460.35				
01	-5653348	DRUG TESTING/PHYSICALS	232.50	8,000	4,635.50				
01	-5865218	STREET REPAIRS & MAINTENAN	13,444.07	235,000	66,318.95				
01	-5865312	EQUIPMENT RENTALS	307.87	0	3,694.44	Y			
01	-5865328	INTERNET SERVICE	83.90	1,910	1,590.28				
02	-1012	CASH - UTILITY OFFICE CHAN	150.00						
02	-5216317	POSTAGE	1,356.89	32,000	28,083.34				
02	-5216336	FEES	880.73	24,100	20,627.16				
02	-5267313	ELECTRIC UTILITY	38,711.32	423,835	345,016.62				
02	-5267314	GAS UTILITY	30.55	8,000	7,867.30				
02	-5267315	TELEPHONE UTILITY	3,272.30	109,575	91,138.04				
02	-5267322	LIABILITY INSURANCE/BONDS	5,380.00	48,652	13,145.48				
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	10,312.51				
02	-5864312	EQUIPMENT RENTALS	321.78	13,750	9,888.64				
02	-5866230	RECYCLING CENTER EXPENSE	157.69	2,300	600.00				
02	-5871302	CONSULTANTS	9,992.54	100,000	30,741.96				
02	-5973203	REPAIRS & MAINT SUPPLIES	1,838.56	40,500	23,571.21				
02	-5973206	CHEMICALS	135.00	3,500	2,573.40				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,800.00	21,600	0.00				
02	-5973328	INTERNET SERVICE	72.27	824	503.36				
02	-5974302	CONSULTANTS	89,567.72	1,219,976	1,031,705.53				
02	-5975209	UTILITY MAINTENANCE SUPP.	16,358.92	84,000	35,006.57				
02	-5975218	STREET REPAIRS & MAINTENAN	2,268.50	95,000	37,767.43				
02	-5975328	INTERNET SERVICE	67.51	785	649.98				
02	-5975331	EMPLOYEE TRAVEL & TRAININ	249.43	1,000	750.57				
03	-5876313	ELECTRIC UTILITY	1,960.13	15,650	11,672.50				
03	-5876314	GAS UTILITY	27.72	450	393.62				
03	-5876315	TELEPHONE UTILITY	36.93	340	275.06				
03	-5876322	INSURANCE/BONDS	2,511.25	11,568	542.33				
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	45,180.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
08	-5549202	OPERATING SUPPLIES	8.08	1,000	991.92				
08	-5549308	CONTRACT SERVICES	886.26	15,500	12,604.76				
08	-5549315	TELEPHONE UTILITY	398.07	4,610	3,839.40				
09	-5864327	SUB TITLE D EXPENSE	225.00	80,000	65,040.00				
27	-5655202	OPERATING SUPPLIES	58.07	2,500	2,155.16				
27	-5655214	TOURISM EXPENSE	559.69	34,500	31,130.31				
27	-5655315	TELEPHONE UTILITY	74.08	1,000	872.91				
27	-5655317	ADVERTISING	32.00	30,000	26,600.82				
27	-5655318	PRINTING	1,100.27	15,000	10,100.00				
27	-5655319	POSTAGE	20.32	500	300.00				
27	-5655331	TRAVEL & TRAINING	872.23	4,000	2,498.90				
27	-5655340	OFFICE RENT	558.20	6,700	5,025.40				
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00				
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	12,500.00				
28	-5654203	REPAIR & MAINT SUPPLIES	174.72	20,000	16,762.31				
28	-5654210	CONCESSION SUPPLIES	1,181.46	25,000	21,000.04				
28	-5654308	CONTRACT SERVICES	169.58	3,000	2,400.00				
28	-5654313	ELECTRIC UTILITY	6,168.99	72,000	58,670.37				
28	-5654315	TELEPHONE UTILITY	110.79	2,800	1,462.43				
28	-5654316	REPAIRS & MAINTENANCE	240.00	35,000	27,796.75				
28	-5654322	LIABILITY INSURANCE/BONDS	6,949.25	41,916	24,046.46				
29	-5324202	OPERATING SUPPLIES	100.00	5,000	3,432.03				
29	-5324315	TELEPHONE UTILITY	6,311.12	98,015	76,128.76				
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00				
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	12,500.00				
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,542.50				
30	-5652302	CONSULTANTS	2,500.00	115,000	78,275.30				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	466.21	24,600	23,533.79				
35	-5862203	REPAIRS & MAINTENANCE SUPP	7,305.16	226,845	163,991.80				
35	-5862312	EQUIPMENT RENTALS	307.87	0	3,694.47-	Y			
35	-5862315	TELEPHONE UTILITY	71.07	750	616.52				
35	-5862317	EMERGENCY VEHICLES	2,744.90	45,000	35,530.50				
38	-5215520	AGENT FEES	2,000.00	15,000	7,000.00				
41	-5862401	CAPITAL OUTLAY	5,695.70	66,985	49,897.90				
41	-5865403	CAPITAL PROJECTS	148,546.55	280,000	139,379.00-	Y			
41	-5865510	LEASE PAYMENTS	8,361.80	101,825	79,392.50				
41	-5974404	WTP FILTER	32,665.35	0	60,000.35-	Y			
41	-5975411	AMI SYSTEM	6,250.00	0	30,000.00-	Y			
44	-5225401	TECHNOLOGY UPGRADES	6,911.30	144,000	28,803.70				
44	-5225402	SOFTWARE & TECHNOLOGY UPDA	871.83	50,000	48,249.89				
** 2016-2017 YEAR TOTALS **			564,092.68						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	9/2016	122,100.69
02	9/2016	174,019.63
03	9/2016	9,556.03
05	9/2016	0.00
08	9/2016	1,292.41
09	9/2016	225.00
11	9/2016	0.00
16	9/2016	0.00
24	9/2016	0.00
26	9/2016	0.00
27	9/2016	7,024.86
28	9/2016	14,994.79
29	9/2016	6,411.12
30	9/2016	6,998.71
32	9/2016	0.00
33	9/2016	0.00
35	9/2016	10,429.00
36	9/2016	0.00
38	9/2016	2,000.00
41	9/2016	310,560.44
42	9/2016	0.00
44	9/2016	7,783.13
46	9/2016	0.00
		673,395.81
		673,395.81



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016 **Item Number:** Consent Agenda C
Department: _____
Prepared By: Peter Stasiak, City Manager **Account Code:** _____
Date Prepared: September 6, 2016 **Budgeted Amount:** _____
Exhibits: 2

Subject

Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F980605, in the amount of \$ 2,100.00, for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to HD Supply Waterworks, Invoice F980605, in the amount of \$2,100.00 for items related to Washington Avenue Pavement Reconstruction Project.

Discussion

Approved By

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

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: August 24, 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.

HD Supply Waterworks	800482036
CREDITOR	TRUST NO.

P.O. Box 28330 St. Louis, MO 63146
MAILING ADDRESS

Water line items	Invoice: F980605
ITEM	ITEM NO.

August 17, 2016	Washington Ave. Pavement Reconstruction	\$ 2,100.00
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: August 24, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

1830 Craig Park Court
St. Louis, MO 63146

Invoice # F980605
Invoice Date 8/17/16
Account # 139474
Sales Rep BRIAN WYATT
Phone # 918-586-7100
Branch # 343 OWASSO, OK
Total Amount Due \$2,100.00

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

166 1 SP 0.465 E0166 I0232 D1842487419 S2 P3436550 0002:0002



CITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502-0578

Shipped to:
28 E WASHINGTON
MCALESTER, OK

Backordered from:

8/10/16 F922899

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/03/16	8/16/16	16-00420				OUR TRUCK	F980605

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
5106AVKMJGVLAOL	6 AVK #65 DI MJ GV O/L L/ACC 65-150-0709634034 OPEN LEFT	5	5		420.00000	EA	2,100.00
70317076009	317-076009-000 6X1CC SADDLE EPOXY W/304SS STRAPS 6.84-7.60 OD	4		4	33.32000	EA	.00

Paperless Billing

- Expedites delivery.
- Save trees.
- Go GREEN.

Register Now for Our New Customer Portal.

Online ADVANTAGE

www.hdsupplywaterworks.com

Local Knowledge
Local Experience
Local Service, Nationwide[®]

Freight Delivery Handling Restock Misc.

Terms: NET 30

Ordered By: AARON

Subtotal: 2,100.00
Other: 0.00
Tax: 0.00
Invoice Total: \$2,100.00

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>Consent Agenda D</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak, City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 6, 2016</u>	Exhibits:	<u>2</u>

Subject

Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F954699, in the amount of \$ 126.00, for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to HD Supply Waterworks, Invoice F954699, in the amount of \$126.00 for items related to Washington Avenue Pavement Reconstruction Project.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

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: August 24, 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.

HD Supply Waterworks	800482036
CREDITOR	TRUST NO.

P.O. Box 28330 St. Louis, MO 63146
MAILING ADDRESS

Water line items	Invoice: F954699
ITEM	ITEM NO.

August 16, 2016	Washington Ave. Pavement Reconstruction	\$ 126.00
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: August 24, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	F954699
Invoice Date	8/16/16
Account #	139474
Sales Rep	BRIAN WYATT
Phone #	918-586-7100
Branch # 343	OWASSO, OK
Total Amount Due	\$126.00

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

295 1 MB 0.419 E0252X I0346 D1841153950 S2 P3433918 0001:0001

CITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502-0578**Shipped to:**
28 E WASHINGTON
MCALESTER, OK**Backordered from:**

8/10/16 F922899

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/03/16	8/12/16	16-00420				OUR TRUCK	F954699

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
5106AVKMJGVLAOL	6 AVK #65 DI MJ GV O/L L/ACC 65-150-0709634034 OPEN LEFT	5		5	420.00000	EA	.00
70317076009	317-076009-000 6X1CC SADDLE EPOXY W/304SS STRAPS 6.84-7.60 OD	4		4	33.32000	EA	.00
0901E2503	1X300' CTS PE TUBING 250 PSI PE 4710 NSF SDR-9 D2737 BLUE	300	300		.42000	FT	126.00

**Paperless Billing**

- Expedites delivery.
- Save trees.
- Go GREEN.

Register Now for Our New Customer Portal.

Online ADVANTAGE
www.hdsupplywaterworks.com**HD SUPPLY**
WATERWORKSLocal Knowledge
Local Experience
Local Service, Nationwide®

Freight	Delivery	Handling	Restock	Misc.
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Terms: NET 30

Ordered By: AARON

Subtotal:	126.00
Other:	0.00
Tax:	0.00
Invoice Total:	\$126.00

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016 **Item Number:** Consent Agenda E
Department: _____
Prepared By: Peter Stasiak, City Manager **Account Code:** _____
Date Prepared: September 6, 2016 **Budgeted Amount:** _____
Exhibits: 3

Subject

Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #2, in the amount of \$ 88,685.11, 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

Motion to approve payment to KATCON, Inc., Invoice Payment #2, in the amount of \$88,685.11 for Construction Services related to Washington Avenue Pavement Reconstruction Project.

Discussion

Approved By

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

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: August 19, 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 # 2
ITEM	ITEM NO.

August 15, 2016	Washington Ave. Pavement Reconstruction	\$88,685.11
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: August 19, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



August 18, 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. Two (2)

Dear Mr. Stasiak:

Enclosed you will find four (4) copies of the Contractor's Pay Request No. Two (2) for the above referenced project which covers the time period through August 15, 2016.

We recommend payment of this Pay Estimate No. Two (2) in the amount of \$88,685.11.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all four (4) 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

A handwritten signature in blue ink, appearing to read "Dale Burke", written over a horizontal line.

Dale Burke, P.E.
President

DB/ks
Enclosure

Project # MC-15-02

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

Contractor's Application for Payment No. 2

Application Period: 7/16/16 - 8/15/2016		Application Date: 8/15/2016
To (Owner): City of McAlester	From (Contractor): Katcon, Inc	Via (Engineer): Infrastructure Solutions Group, LLC
Project: Washington Ave Street Reconstruction	Contract: Kelly Ward	
Owner's Contract No.: N/A	Contractor's Project No.: N/A	Engineer's Project No.: MC-15-02

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$3,240.00	
TOTALS	\$3,240.00	
NET CHANGE BY CHANGE ORDERS	\$3,240.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$449,984.00
2. Net change by Change Orders.....	\$	\$3,240.00
3. Current Contract Price (Line 1 + 2).....	\$	\$453,224.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$153,601.25
5. RETAINAGE:		
a. 5% X \$153,601.25 Work Completed.....	\$	\$7,680.06
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$7,680.06
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$145,921.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$57,236.08
8. AMOUNT DUE THIS APPLICATION.....	\$	\$88,685.11
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	299,622.75 \$7,680.06

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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:

[Signature]

Date:

8-15-16

Payment of: \$88,685.11
(Line 8 or other - attach explanation of the other amount)

is recommended by:

[Signature]

(Engineer)

8/19/16

(Date)

Payment of: \$88,685.11
(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

EJCDC C-620 Contractor's Application for Payment

Progress Estimate (UNIT ITEM BIDS)

For: (City of McAlester WASHINGTON STREET IMPROVEMENTS (CIP #5))

Application Period: to 8-15-16

A

											Contractor's Application		
											Application Number: 2		
											Application Date: 8/17/2016		
Item Description													
Bid Item No.	Qty	Bid Quantity	Unit Price	B Bid Value	C Work Completed Previous application	D This Period	E Materials Presently Stored	F Total Completed and stored to Date (D+E)	% Comp lete	G Balance to Finish (B-F)	Retainage		
1 Earthwork	LS	1		\$ 80,460.00	\$ -	\$ 32,184.00		\$ 32,184.00	40%	\$ 48,276.00	\$ (1,609.20)		
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	\$ -	\$ 9,396.00		\$ 9,396.00	40%	\$ 14,094.00	\$ (469.80)		
12 6" Non perforated Underdrain Round	LF	120	\$ 16.20	\$ 1,944.00	\$ -	\$ 1,944.00		\$ 1,944.00	100%	\$ -	\$ (97.20)		
13 Removal of Concrete Pavement	SY	3,100	\$ 17.05	\$ 52,855.00	\$ -	\$ 39,641.25		\$ 39,641.25	75%	\$ 13,213.75	\$ (1,982.06)		
14 Removal of Sidewalk	SY	175	\$ 14.60	\$ 2,555.00	\$ -	\$ 1,277.50		\$ 1,277.50	50%	\$ 1,277.50	\$ (63.87)		
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	\$ -	\$ 5,670.00		\$ 5,670.00	100%	\$ -	\$ (283.50)		
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	\$ -		
23 CO #1 add 100' of 8" Drain Line	LF	100	\$ 32.40	\$ 3,240.00	\$ -	\$ 3,240.00		\$ 3,240.00	100%	\$ -	\$ (162.00)		
TOTAL				\$ 453,224.00	\$ 60,248.50	\$ 93,352.75		\$ 153,601.25	33%	\$ 299,622.75	\$ (7,680.05)		



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016 Item Number: Consent Agenda F
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: September 6, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorization of payment to GC Rental & Sales, Invoice 42095, in the amount of \$ 4,000.00, for equipment rental for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to GC Rental & Sales, Invoice 42095, in the amount of \$4,000.00 for items related to Washington Avenue Pavement Reconstruction Project.

Discussion

Approved By

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

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: September 6, 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.

GC Rental & Sales	800482036
CREDITOR	TRUST NO.

1610 S. Main St. McAlester, OK 74501
MAILING ADDRESS

Equipment rental for waterline project	Invoice: 42095
ITEM	ITEM NO.

September 2, 2016	Washington Ave. Pavement Reconstruction	\$ 4,000.00
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: September 6, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

CITY OF MCALESTER

Customer #: 174
918-423-9300 Phone

P.O. BOX 578

MCALESTER, OK 74502 MCAL

PO #: 16-00446

Job No: WASHINGTON

Picked up by: CHAD

Qty	Key	Items	Status	Returned Date	Price
1	BACE50	TRACKHOE, BOBCAT E-50	Returned	Fri 9/ 2/2016 10:46AM	\$3,000.00
		Meter Out: 1302.6 Meter In: 1330.0 Total hours on meter: 27.4			
		1day \$275.00 1week \$1,100.00 4weeks \$3,300.00			
1	HAMH	HAMMER, HYDRAULIC JACK HAMMER (BOBCAT)	Returned	Fri 9/ 2/2016 10:46AM	\$1,000.00
		2Hrs \$120.00 +1Hrs \$60.00 1day \$185.00 1week \$740.00 4weeks \$2,220.00			

Please pay from this invoice.

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

Signature:

CHAD

Rental:	\$4,000.00
Subtotal:	\$4,000.00
SALES TAX:	\$0.00
Total:	\$4,000.00
Paid:	\$0.00
Amount Due:	\$4,000.00

M-F 7:30a.m. - 5:00 p.m. SAT 7:30a.m. - 12:00p.m. SUN-CLOSED

Printed On Fri 9/ 2/2016 10:47AM

Software by Point of Rental Systems - www.pointofrental.com

Modification # 3

Contract-Params.rpt (1)

METERED EQUIPMENT:

RUN TIME: 1 DAY = 24 HOURS
 ALLOWANCE: 1 WEEK = 40 HOURS
 4 WEEKS = 160 HOURS
 POSSESSION TIME: 1 WEEK = 5 DAYS
 MONTH = 4 WEEKS

THANK YOU FOR YOUR BUSINESS!!



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>Consent Agenda G</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak, City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 6, 2016</u>	Exhibits:	<u>2</u>

Subject

Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F990852, in the amount of \$ 133.28 for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to HD Supply Waterworks, Invoice F990852, in the amount of \$133.28 for items related to Washington Avenue Pavement Reconstruction Project.

Discussion

Approved By

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

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: September 6, 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.

HD Supply Waterworks	800482036
CREDITOR	TRUST NO.

P.O. Box 28330 St. Louis, MO 63146
MAILING ADDRESS

Water line items	Invoice: F990852
ITEM	ITEM NO.

August 23, 2016	Washington Ave. Pavement Reconstruction	\$ 133.28
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: September 6, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	F990852
Invoice Date	8/23/16
Account #	139474
Sales Rep	BRIAN WYATT
Phone #	918-586-7100
Branch #	343
Branch	OWASSO, OK
Total Amount Due	\$133.28

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

153 1 SP 0.465 E0153 I0230 D1848142793 S2 P3444724 0002:0002

CITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502-0578Shipped to:
8/10/16
28 E WASHINGTON
MCALESTER, OKBackordered from:
F922899

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/03/16	8/19/16	16-00420				OUR TRUCK	F990852

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
70317076009	317-076009-000 6X1CC SADDLE EPOXY W/304SS STRAPS 6.84-7.60 OD	4	4		33.32000	EA	133.28

**Paperless Billing**

- Expedites delivery.
- Save trees.
- Go GREEN.

Register Now for Our New Customer Portal.

Online ADVANTAGE
www.hdsupplywaterworks.com**HD SUPPLY**
WATERWORKSLocal Knowledge
Local Experience
Local Service, Nationwide®

Freight	Delivery	Handling	Restock	Misc.
---------	----------	----------	---------	-------

Terms: NET 30

Ordered By: AARON

Subtotal:	133.28
Other:	0.00
Tax:	0.00
Invoice Total:	\$133.28

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>Consent Agenda H</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak, City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 6, 2016</u>	Exhibits:	<u>2</u>

Subject

Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-02, in the amount of \$ 8,860.00 for Professional Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to Infrastructure Solutions Group, LLC, Invoice MC-02A-02, in the amount of \$ 8,860.00 for Professional Services related to Washington Avenue Pavement Reconstruction Project.

Discussion

Approved By

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

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: September 6, 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.

Infrastructure Solutions Group, LLC

800482036

CREDITOR

TRUST NO.

719 S. George Nigh Expressway

MAILING ADDRESS

Professional Services

Invoice: MC-15-02A-02

ITEM

ITEM NO.

August 31, 2016

Washington Ave. Pavement Reconstruction

\$ 8,860.00

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

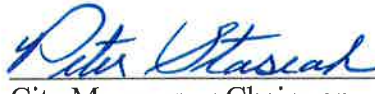
performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

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: September 6, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



September 2, 2016

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

In Reference To: Washington Street Reconstruction
Invoice # MC-15-02A-02

Dear Mr. Stasiak:

Please find attached the invoice for Engineering Services for the above referenced project. Please process this invoice for payment at your earliest convenience. If you have any questions please do not hesitate to let us know.

Please mail all payments to Infrastructure Solutions Group, LLC's McAlester office at the following address:

**Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501**

Sincerely,

Infrastructure Solutions Group, LLC

A handwritten signature in blue ink, appearing to read "Robert Vaughan", is written over a horizontal line.

Robert Vaughan, P.E.
Branch Manager

Enclosure

RV/dv



INVOICE SUBMITTED TO:

August 31, 2016

City of McAlester
PO Box 578
McAlester, OK 74502-0578

Invoice # MC-15-02A-02

In Reference To: Washington Street Reconstruction
Construction Management and Resident Project Representative

CONSTRUCTION MANAGEMENT – \$8,600.00 20% Complete	\$ 1,720.00
RESIDENT PROJECT REPRESENTATIVE - \$55,000.00 Hourly, See Attached	<u>\$ 12,320.00</u>
TOTAL SERVICES BILLED TO DATE	\$ 14,040.00
LESS PREVIOUSLY INVOICED	<u>-\$ 5,180.00</u>
<u>TOTAL DUE THIS INVOICE</u>	<u>\$ 8,860.00</u>

All invoices are payable within 15 days of receipt. Please send payments to

**Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501**

City of McAlester
 Project No. MC-15-02A
 Washington Street Reconstruction
 Resident Project Representative Hourly Summary

	Previous Invoices	08/01/2016 to 08/31/2016	Total HRS	\$/HR or \$/mile	TOTAL
Resident Project Rep.	54.0	100	154.0	\$ 80.00	\$ 12,320.00
Total to Date:					\$ 12,320.00

Amount Previous Invoices:	\$ 4,320.00
Amount This Invoice:	\$ 8,000.00

Amount Contract Not to Exceed	\$ 55,000.00
-------------------------------	--------------



Item Number: Consent Agenda I

Account Code: _____

Budgeted Amount: _____

Exhibits: 2

Consider and act upon, a request from Eastern Oklahoma State College, E.O.S.C., McAlester Campus, to partner with them for the rental fee for the use of the Southeast Expo Center for the 10th Annual Career & College Tour set for October 11-12, 2016 in the amount of \$2,000.00.

Consider approval to partner with E.O.S.C. in the amount of \$2,000.00 for the use of the entire building of the Expo Center for two days.

The Southeast Expo Center Rental Policy and Procedure, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "Waiver of Rental Fees – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

		<i>Initial</i>	<i>Date</i>
Department Head	M. Priddy	_____	_____
City Manager	P. Stasiak	_____	_____

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270

P.O. Box 578

McAlester, OK 74502

Phone: 918-420-3976

Fax: 918-423-1092

Partnership Request

Date of Request: August 29, 2016

NAME: Ann Brooks, M.A., Dean
ORGANIZATION: McAlester Campus of E.O.S.C.

PHONE: 918-302-3603

Date of Event: October 11-12, 2016
Description & Rate: 10th Annual Career & College Tour, Entire Building - 2 days \$2,000.00

TOTAL REQUEST \$2,000.00

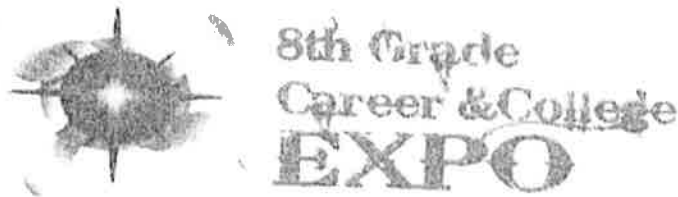
APPROVED PARTNERSHIPS

2016/17 APPROVED PARTNERSHIP BUDGET AMOUNT: \$15,000.00

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2016/2017: \$440.00

APPROVED GROUPS	REQUESTED DATE	EVENT DATE/S	AMOUNT
EOSC-ACT Prep	7-11-16	11-30-16	\$315.00
Savanna Public School	7-11-16	9-27-16	\$125.00

2016/17 BUDGETED AMOUNT BALANCE \$14,560.00



City of McAlester

RE: Southeast Expo Center

I am writing to request a partnership for the use of the Southeast Expo Center on October 11th for set-up and October 12th for the 10th Annual Career and College Tour. We are requesting the use of room 101/103, the Mezzanine and Expo Hall. As you are aware, this annual event has been held at the Expo Center for the past 9 years.

The Career and College Tour takes a hands-on approach to exposing our youth to opportunities as they start planning their futures and preparing for life after high school. The event brings members of business, industry, institutional and professional communities together to present interactive exhibits for area students.

The group has worked diligently over the years to grow and build a program specifically designed for eighth grade students. The career fair started to help bridge the career connection between schools and the workplace. Over the years, **the number of students involved has grown to over 1,200!** In addition, business exhibitors now include over 100 partners from across the state. Business, industry, and education see the true value in the program.

With budgetary cutbacks, events like the Career & College Tour are becoming much harder to sustain. The monetary cost of the event has grown to almost \$20,000 annually; however, the lifelong skills students receive continue to make it a valuable investment for the community. With the number of students we reach, I know you will understand the worth and timeliness of supporting the cause.

Thank you for your consideration of this matter. If you need any further information, please do not hesitate to contact me.

Anne Brooks
Dean, McAlester Campus
Eastern Oklahoma State College
(918) 302-3603
abrooks@eosc.edu



McAlester City Council

AGENDA REPORT

Meeting Date:	September 13, 2016	Item Number:	Consent Agenda J
Department:	Gary Wansick, Chief of Police	Account Code:	
Prepared By:	September 6, 2016	Budgeted Amount:	
Date Prepared:		Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign an Amendment to Contract No. 2016-0110 with Tyler Technologies reducing the existing contract value by \$7,500.00.

Recommendation

Motion to approve and authorize the Mayor to sign the amendment to Contract No. 2016-0110 reducing the existing contract value.

Discussion

The net effect of reducing certain Police and LiveScan Fingerprint Systems Interface and increasing Mobile Citations, Property Room and Miscellaneous Hardware functions is a decrease in the existing contract value of \$7,500.00.

Approved By

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



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and the City of McAlester, OK ("Client") with offices at 28 E Washington, McAlester, OK 74502.

WHEREAS, Tyler and Client are parties to an agreement effective May 13, 2016 ("Agreement"), under which Client acquired various items of hardware ("Hardware") and licenses to the software described therein ("Tyler Software"), as well as related professional services, and maintenance and support; and

WHEREAS, Client desires to amend the Agreement to adjust the licenses to the Tyler Software; to remove certain Professional Services; and to add various items of Hardware.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. The following Conversion Services and components of Tyler Software, including the related maintenance and support, are removed from the Investment Summary:

Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
Public Safety Applications					3,250
Police					
Sex Offenders (Conversion Adjustment Included)		2,750	4	500	
Personal Information					
Registration Information					
Offense Information					
Employment/Educations					
Conversion Services Total		2,750	4	500	3,250

Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
Public Safety Suite				4,400		1,100
Other Interfaces						
LiveScan Fingerprint System Interface		Included	Included			
Incode Application Subtotal				4,400		1,100
Application and System Software Total				4,400		1,100

Amendment to Contract No. 2016-0110

2. The following items of Hardware and related maintenance are added to the Investment Summary:

Mobile Citations, Property Room and Misc Hardware	QTY	Price	Maintenance	Maintenance Source
Zebra GK420T Label Printer	1	600	120	Tyler - 12 mos warranty
Case of Labels - 4"X 2.5" 1000 labels per roll	1	110		
Symbol LS2208 Bar Code Scanner w/ intellistand	1	350	70	Tyler - 12 mos warranty
Hardware & System Software Subtotal		1,060	190	
TRAVEL EXPENSES ARE BILLED AS INCURRED				
Hardware and System Software Total		1,060	190	

The items added herein will be billed in accordance with the terms and conditions of the Agreement. All terms of the Agreement not amended herein shall remain in effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

City of McAlester, OK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date:	September 13, 2016	Item Number:	Consent Agenda K
Department:	Airport	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	\$60,240.00
Date Prepared:	September 6, 2016	Exhibits:	1

Subject

Consider and act upon, the McAlester Airport Authority renewing First National Bank Loan #119817 in the amount of \$143,978.16 for an additional 2 years at 4.25% interest with a monthly payment of \$5,000.00.

Recommendation

Motion to approve renewing Loan #119817.

Discussion

The original loan for the corporate hanger at the McAlester Regional Airport in the amount of \$405,325.00 was entered into on July 11, 2006. It was renewed for 5 years in August of 2011. This renewal will be for the FY2016-2017 and 2017-2018. The final balloon payment of \$33,734.75 will be due in September of 2018. The payments for this loan are included in the 2016-2017 budget.

Approved By

		Initial	Date
Department Head			
City Manager	P. Stasiak		



09/07/2016

To whom it may concern,

First National Bank & Trust of McAlester has approved and is offering the following terms on existing Loan # 119817 to the McAlester Airport Authority:

Monthly Payments of \$5000.00 per month applied to principle and interest monthly

Interest Rate: 4.25%

Fixed Term: 2 yrs.

Amortization : 2 yrs.

1 final balloon payment at the end of 2 yrs of \$33,734.75

Sincerely,

A handwritten signature in black ink, appearing to read "Sayer Brenner". The signature is stylized with large, sweeping loops.

Sayer Brenner
Sr. Vice President
First National Bank
918-426-2922



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016

Item Number: Consent Agenda L

Department: _____

Prepared By: Peter Stasiak, City Manager

Account Code: _____

Date Prepared: September 6, 2016

Budgeted Amount: _____

Exhibits: 1

Subject

Consider and act upon, approval and authorizing the Mayor to sign a lease in the amount of \$1,295.00 per month for space to relocate the City of McAlester Tourism Office at 119 E. Choctaw Street, Suite 103.

Recommendation

Motion to approve and authorize the Mayor to sign the lease for the City of McAlester Tourism Office.

Discussion

Approved By

Department Head

City Manager

P. Stasiak

Initial

Date

PARROTT COMPANY LLC.

Lease

This lease is made and entered into this ____ day of _____, 20____, between Tracy Parrott, a single person, and Bill Parrott and Ann Parrott, Co-Trustees of the Parrott Family Trust, hereinafter, referred to as "Lessor" and

City of McAlester Tourism Office

hereinafter referred to as "Lessee".

Whereas Lessor is the owner of and in possession of the following described property, to-wit:

Suite 103, as shown on

Exhibit "A" attached hereto, located at

119E Choctaw Street in McAlester, Oklahoma.

and agrees to lease the above described property to Lessee under the following terms and conditions.

This lease shall be for a term of one (1) year beginning _____, 20____, and ending _____, 20____. It is the intention of the Lessee to lease the premises from year to year. Lessee agrees to give written notice to Lessor not less than 90 days before the end of the leased term of Lessee's Intention to Lease or Not Lease the property for the succeeding year.

Lessee shall pay the Lessor as rent for use of the above described property the sum of \$ 1295 .00, detailed as follows:

____' X ____' (1034 sq ft) space \$ _____ plus

Common Space _____% \$ _____

with the first payment due on _____, 20____, and a like sum on the first day of each month thereafter during the term of this lease.

As part of the consideration for this lease, Lessee agrees to do the following:

- A. Maintain the rented area on a daily basis.
- B. Pay for all damages caused to leased premises by Lessee, Lessee's employees or by Lessee's operations on the leased premises.

C. Maintain premises liability in the amount of \$ _____

Lessor agrees to do the following:

A. Pay utility bills.

B. Maintain the common hallways and restroom areas.

Void { The Lessee shall have the right, so long as this lease is in force and effect, to use the conference room located on the premises. To reserve the use of the conference room, Lessee shall notify Lessor of the time and date that Lessee wants to use the conference room. } *Void*

In the event Lessee defaults on the monthly lease payment and remains in default for a period of thirty (30) day, Lessor shall have the right to re-enter and take possession of the leased property and declare this lease as null and void.

This lease cannot be assigned or sublet by Lessee without the written consent of Lessor.

This lease agreement shall be binding upon the heirs, successors and assigns of both parties.

In Witness Whereof we set our hands the date set forth above.

LESSOR:

LESSEE:



Tracy Parrott

Print Name



Bill Parrott, Co-Trustee

Title



Ann Parrot, Co-Trustee

Signature/Date

Co-Trustees for the Parrott

Family Trust



McAlester City Council

AGENDA REPORT

5

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>Consent Agenda M</u>
Department:	<u>Fire Department</u>		
Prepared By:	<u>Brett Brewer</u>	Account Code:	<u></u>
Date Prepared:	<u>September 8, 2016</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Discussion and possible action on approval of an agreement between Oklahoma State University, Fire Service Training and McAlester Fire Department to authorize McAlester Fire Department as a Community Training Site for emergency cardiovascular care training.

Recommendation

Motion to approve the agreement.

Discussion

The purpose of this agreement is to allow the McAlester Fire Department to provide, and manage the provisions by others of, Emergency Cardiovascular Care training under the guidelines and curriculum of the American Heart Association. This will allow our department to be a training site and to provide CPR training not only to our employees but to all city employees.

Approved By

Department Head	<i>Initial</i>	<i>Date</i>
	BB	09/06/2016
City Manager	P. Stasiak	

Agreement

This is an agreement between **Oklahoma State University, Fire Service Training**, with its principal place of business at 1723 W. Tyler, Stillwater, Ok. 74078-8041 (hereinafter the "Community Training Center" or "CTC") and _____ with its principal place of business at _____ (hereinafter "Community Training Site: or "Site").

WHEREAS, the AGA is a nonprofit organization dedicated to fighting heart disease and stroke and sets guidelines for emergency cardiovascular care ("ECC") and ECC training;

WHEREAS, CTC would like to provide, and manage the provision by others of, ECC training under the guidelines and curriculum of the AHA;

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties hereby agree as follows:

1. Definitions:

- 1.1. *AHA Materials*: "AHA Materials" shall mean all ECC materials published by the AHA, including, but not limited to, textbooks, instructor's manuals, tests, keys, evaluation forms, newsletters, course completion cards, and course participation cards.
- 1.2. *Courses*: "Course" or "Courses" shall mean the approved ECC courses listed below in which Course Cards will be distributed (list only the approved courses).
 - A. *Basic Life Support*
Provider Course(s) Instructor Course(s)
- 1.3. *Course Cards*: "Course Cards" shall mean those cards bearing the AHA Service Marks and ECC logo which the Site may distribute to students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.
- 1.4. *Geographic Territory*: the "Geographic Territory" shall mean The State of Oklahoma.
- 1.5. *Training Sites*: "Training Sites" shall mean persons or organizations engaged or authorized by CTC to teach Courses and for whom the Site will process course rosters.
- 1.6. *Instructors*: "Instructors" shall mean persons engaged or authorized by CTC or Training Sites to teach Courses.
- 1.7. *Program Guidelines*: "Program Guidelines" shall mean the then current Guidelines for *Cardiopulmonary Resuscitations and Emergency Cardiac Care, and the CTC Program Administrative Manual dated January 1, 2001*, as they may be amended and/or supplemented by the AGA from time to time. The Program Guidelines are incorporated herein by reference as if fully set forth at length. CTC and site acknowledges receipt of a set of Program Guidelines.

2. Responsibilities of Community Training Center:

2.1. *Courses:* CTC shall conduct courses and shall authorize Instructors and/or Training Sites to conduct courses only within the Geographic Territory. CTC shall ensure that all Courses taught by CTC, Training Sites, and/or Instructors conform to the requirements of the Program Guidelines and the curriculum set out in the applicable AHA Instructor's Manuals. CTC acknowledges and agrees that this Agreement is non-exclusive and that the AHA may enter into Community Training Center Agreements with other parties within the Geographic Territory.

2.2. The Site will support Chain of Survival initiatives in cooperation with the AHA in their region and/or community, with available resources as outlined in Program Guidelines.

2.3. The Site will support local public advocacy Chain of Survival activities, e.g., public access defibrillation.

2.4. *Rosters and Course Completion Cards:*

2.4.1. CTC shall safeguard Course Cards from unauthorized distribution. It shall limit the distribution of Course Cards only to persons who are students of CTC, Training Site and/or Instructors and who have met the requirements for receipt of Course Cards in accordance with Program Guidelines. Only distributors and the CTC will be solely responsible for the control and security of card issuance. This responsibility may not be assigned or transferred to any other organization or individual, including Training Sites or Instructors. CTC shall insure that only the appropriate type of Course Card, as set out in the Program Guidelines, is issued to each student.

2.4.2. The Site shall maintain rosters and records for all Courses conducted by the Training Site for at least 3 years after the date the Course was conducted.

2.4.3. The Site shall submit statistical data and/or reports to the CTC as required under the Program Guidelines.

2.5. *AHA Materials:*

2.5.1. The Site may purchase AHA Materials from third party distributors subject to the distributor's policies regarding payment terms, prices, shipping and handling.

2.5.2. CTC may sell AHA ECC textbooks and Instructor's Manuals to students, Instructors, and other third parties. However, it may not sell or distribute to any third party, other than Training Sites and/or Instructors, AHA Courses evaluation forms and/or answer keys. AHA Course evaluation forms and/or answer keys may be used only for provision of Courses under this Agreement. CTC shall ~~prohibit Training Sites or Instructors from copying, re-selling or distributing AHA~~ Course evaluation forms and answer keys.

2.6. *Site Manager:* The Site shall designate an employee of Site (hereinafter "Site Manager") to serve as the primary contact between Site and the CTC regarding all administration of

ECC training, including, but not limited to, customer service, Course scheduling, card issuance, and records maintenance and retention. The Site shall ensure that new Site Manager attend an orientation with CTC during the contract period.

3. **Reviews:** The CTC may monitor and/or review Training Sites' performance and compliance with Program Guidelines and AHA curriculum at least once each year through a review of Course records, site reviews, and course audits. The Site shall provide the CTC with access, as needed, to Training Site facilities and records. This shall be in addition to the monitoring of Instructors as a part of their review.

4. **Dispute Resolution:**

- 4.1. Subject to paragraph 4.2 below, the Site agrees that any disputes regarding Course curriculum, its compliance with Program Guidelines, or other matters regarding its delivery of AHA ECC training shall be resolved according to the Disputes Resolution Policy set out in the Program Guidelines.

- 4.2. Notwithstanding the terms of paragraph 4.1., each party to this Agreement shall at all times be entirely free to exercise its rights of termination under section 10 without regard to whether a dispute exists at the time of such termination which, in the absence of such termination, would be resolved pursuant to Section 4.1., and, if such a dispute should then exist, without any requirement that such dispute be resolved pursuant to Section 4.1.

5. **Costs and Fees:** All costs of providing Courses and fees charged to students shall be the responsibility of the site. The AHA or CTC shall not have any responsibility for any costs incurred, or fees charged, for Training Sites. The AHA is paid no fees by CTC or any Training Sites or Instructors, and the AHA has no financial interest in the business of CTC, Training Sites or Instructors.

6. **Relationship of the Parties:** The parties acknowledge and agree that the relationship created by this Agreement is that of independent contractors, each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any obligations on behalf of the other party; nor are the parties joint ventures or partners; nor does the relationship created under this agreement constitute a franchise. CTC is solely responsible for carrying out its agreement constitute a franchise. CTC is solely responsible for Training Sites' performance under this Agreement and for its contractual relationship with Training Sites. Employees of CTC and/or Training Sites are not, and shall not be considered employees of the AHA. Without limiting the foregoing, CTC acknowledges and agrees that the AHA shall have no responsibility for any activities of CTC or Training Sites, including, but not limited to, their conduct of courses, their employment, supervision and training of Instructors and other employees or agents, their scheduling of Courses, their obligations to provide Courses to third parties, their obligations to pay for AHA Materials or other supplies or services provided by third parties or any other obligations incurred in the course of business.

7. **Conflict of Interest:** CTC acknowledges that the AHA's conflict of interest policy prohibits AHA volunteers from acting and being involved in any decision-making

process on behalf of the AHA when the volunteer has any interest (whether financial, personal, or professional) in the activity. This policy may result in the disqualification of CTC employees from acting as AHA volunteers in the ECC program. CTC will not knowingly permit its employees or agents to take any actions that violate the AHA's conflict of interest policy.

8. Proprietary Rights:

- 8.1.1. CTC acknowledges and agrees that copyright in AHA Materials is owned by the AHA. AHA Materials may not be copied, in whole or in part, and/or adapted without the prior express written consent of the AHA.
- 8.2. The name "American Heart Association," the heart-and-torch logo, and the slogan "Fighting Heart Disease and Stroke" and the ECC logo (hereinafter collectively "AHA Service Marks") are Service Marks of the American Heart Association, Inc. CTC acknowledges and agrees that it may not use them or display them in any fashion whatsoever, except as may be expressly set out in the Program Guidelines, and subject to the AHA's prior review and written approval.
- 8.3. Course rosters and monitoring forms are the property of the AHA and shall be delivered to the AHA upon request or upon termination or expiration of this Agreement, whichever comes first.
- 8.4. CTC's use of the AHA Service Marks, and AHA Materials shall accrue exclusively to the AHA's benefit, and all ownership, copyrights, service marks, trademarks, and other rights, titles, and interests in them shall be in the AHA's name and shall belong to the AHA. CTC shall not contest the validity of the AHA's copyrights, service marks, or trademarks or other AHA proprietary right, title or interest, including, without limitation, after the expiration or termination of this Agreement.

9. Indemnification:

- 9.1. The Site hereby agrees to indemnify, defend, and hold harmless the AHA and CTC and its affiliates, and their officers, employees, volunteers, and agents, from and against claims, damages, liabilities, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with (a) Courses offered or provided by Training Site, Instructors, their employees or agents; (b) acts or omissions of the Training Site and/or Instructors; and (c) any breach by the Training Site of the terms of this Agreement. However, this indemnity obligation shall not extend to claims, damages, liabilities, suits and expenses caused solely from the science content of any AHA Materials when used by the Training Site in full compliance with the Program Guidelines and the curriculum set out in the applicable AHA Instructor's Manual.
- 9.2. In no event shall the Aha and/or its affiliates nor their officers, employees, ~~volunteers or agents be liable to CTC or Training Site for any direct, indirect, special, consequential, or incidental damages.~~
- 9.3. For the duration of this Agreement SITE shall obtain and maintain at its expense general liability insurance from a carrier rated A, VII or better, if the only Courses

conducted under this Agreement are Basic Life Support Courses listed under Section 1.2. of this agreement if any course other the Basic Life Support Courses is listed in Section 1.2. if this Agreement. This policy shall specify that it may not be modified or cancelled by the insurer, except after thirty (30) days prior written notice by the insurer to the AGA. SITE must provide the CTC with a certificate of insurance evidencing this coverage upon execution of the Agreement and upon any renewals hereof.

3. Terms and Termination:

- 3.5. The term of this Agreement shall be for a period of one year, beginning on _____ and ending on _____. It may only be extended by mutual written agreement of the parties. Each party is free to decline to renew or extend the term of this Agreement.
- 3.6. Upon termination or expiration, with or without cause, all unused Course Cards, rosters, and monitoring forms shall be delivered to the CTC.
- 3.7. This Agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to cure the breach within ten (10) business days after receipt of written notice describing the breach. The Site acknowledges and agrees that breach includes, but is not limited to, failure by the Training Site to comply with program and/or curriculum guidelines, and that neither the AHA nor its affiliates nor their officers, employees, volunteers or agents shall have any liability for any resulting termination under this Agreement.
- 3.8. This Agreement may not be assigned by the Site without the prior written consent of the CTC.

4. General Terms:

- 4.5. *Assignment:* This Agreement may not be assigned by the Site without the prior written consent of the CTC.
- 4.6. *Entire Agreement:* This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties. In the event of any conflict between the terms of this Agreement and the terms of the Program Guidelines, the terms of this Agreement shall prevail.
- 4.7. The Site warrants and represents that upon execution hereof; this Agreement shall be legal, valid and binding obligation of the Site, enforceable against the Site in accordance with its terms. The individual signing this Agreement warrants and represents that he/she is duly authorized to sign this Agreement on behalf of the Site.
- 4.8. *Waiver:* No waiver of any term, provision, or condition of this agreement, whether by conduct or otherwise, shall be deemed to be, or shall constitute, a waiver of any

other provision hereof; nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- 4.9. *Modification:* No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.
- 4.10. *Parties Named:* Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein and the CTC (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies under, or by reason of, this Agreement. Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any entity any right of subrogation against any party hereto.
- 4.11. *Notices:* All notices shall be sent postage prepaid to the intended party at the address set forth above (unless notification of a change of address is given in writing) and two (2) business days following the date of mailing shall be deemed the date notice is given.
- 4.12. *Severability:* Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
- 4.13. *Applicable Law:* This Agreement shall be governed by the laws of the State of Oklahoma without regard to its conflict of laws provision.
- 4.14. *Subject Headings:* The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
- 4.15. *Survival:* The Following paragraphs, including their subparagraphs, shall survive termination of this agreement: 4.2, 8,9,11.2, 11.6,11.7, 11.8, 11.9, and 11.11.

AGREED:

Oklahoma State University
Fire Service Training

By: _____

By: _____

Title: Training Center Coordinator

Title: _____

Date: _____

Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016

Item Number: 1

Department: Finance

Bruce R. Nordstom,
FSA,EA, MAAA, Senior
Consulting Actuary,
McQueary Henry Bowles

Prepared By: Troy, L.L.P.

Account Code: _____

Date Prepared: September 6, 2016

Budgeted Amount: _____

Exhibits: 2

Subject

Presentation of Financial Reporting Under GSB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2016 and adoption of a resolution amending actuarial assumption from 30 years to 20 years.

Recommendation

Motion to accept and place on file the Actuarial Report for period ending June 30, 2016 and adoption of the resolution amending the actuarial assumption from 30 years to 20 years.

Discussion

Approved By

Department Head

City Manager

P. Stasiak

Initial

PJS

Date

9-8-16

Actuarial Funding Report

**As of July 1, 2016
for**

***The City of McAlester
Defined Benefit Retirement
Plan and Trust***

MHBT

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



a Marsh & McLennan Agency LLC company

September 8, 2016

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

Dear Pete:

This report presents the results of the July 1, 2016 actuarial valuation of the **City of McAlester Defined Benefit Retirement Plan and Trust**. It has been prepared to present the contribution requirements for the plan and fiscal year ending June 30, 2016. This report contains a discussion of the highlights of this year's valuation along with comparisons made to last year and to historical information for the last four years. As of July 1, 2016, the amortization period for gains and losses arising after June 30, 2009 has been changed from 30 years to 20 years to fund the plan more quickly.

Our calculations are based upon the census data supplied by the City. This information is summarized in this report, which also includes a description of the actuarial assumptions used, a description of the actuarial methods used, and a summary of the plan provisions valued. The asset information for the valuation as of July 1, 2016 was taken from asset statements provided by Smith Barney and from information provided by the City about benefit payments and their reimbursement.

The actuarial valuation is based upon generally accepted actuarial methods & procedures and we performed such tests as we considered necessary to assure the accuracy of the results. We certify that the amounts presented have been appropriately determined according to the actuarial assumptions & methods stated herein.

The assumptions, methods, plan provisions, and census data reflected in this report were selected to be appropriate for this purpose and may not be appropriate for other purposes, such as determining the economic value of pension obligations or the cost to purchase annuities to settle the plan obligations. Future actuarial measurements may differ significantly from the current measures presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of such future measurements.

We would be pleased to respond to any questions regarding the information contained in this report and to provide explanation or further details as may be appropriate. The actuary signing below is a Member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meets the US Qualifications Standards of the American Academy of Actuaries to render the Actuarial Opinion contained herein.

Respectfully submitted,

A stylized, cursive signature in black ink.

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

A stylized, cursive signature in black ink.

Ralph Kunkel, Senior Consultant

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

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ACTUARIAL VALUATION HIGHLIGHTS

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

FUNDING (for plan year ending June 30)	Actuarial Valuation As Of	
	July 1, 2016	July 1, 2015
Annual Required Contribution (ARC)	\$ 478,557	\$ 458,246
Normal Cost (with interest)	\$ 0	\$ 0
Approximate Asset Return (<i>for previous year</i>)		
Market value basis	-2.6%	0.2%
Actuarial value basis	6.1%	10.1%
Market Value of Assets	\$ 12,613,489	\$ 13,416,844
Actuarial Value of Assets	\$ 13,164,674	\$ 12,864,370
Actuarial Accrued Liability	\$ 16,936,169	\$ 16,772,530
Funding Percentage (at Market Value)	74.5%	80.0%
Funding Percentage (at Actuarial Value)	77.7%	76.7%
Funding Interest Rate	7.2%	7.2%

DEMOGRAPHICS

Number of Participants:		
Active	77	88
Terminated vested	34	29
Retired and beneficiaries	78	75
Total	189	192
Covered Payroll	\$ N/A*	\$ N/A*
Average Age - Actives	52.4	51.7
Average Years of Service - Actives	15.8	14.8

* Note that since the plan's benefits were frozen as of July 1, 2013, payroll information is no longer being collected because it is no longer needed to perform the actuarial valuation.

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

For the second year in a row, due to market conditions, the plan's market value asset performance last year was much less than the assumed investment return assumption of 7.2%. The estimated annual rate of return on the market value of assets for the year ending June 30, 2016 was a loss of 2.6%, as compared to gains the last two years of 0.2% for year ended June 30, 2015 and 19.3% for year ended June 30, 2014.

The value of plan assets used to determine the funding requirements ("actuarial value of assets") is a five-year weighted average of market values. The estimated annual rate of return on the actuarial value of assets for the year ending June 30, 2016 was a gain of 6.1%, as compared to a gain of 10.1% for the year ended June 30, 2015.

The unfunded actuarial accrued liability is equal to the excess, if any, of the actuarial accrued liability over the actuarial value of assets. This unfunded liability slightly decreased compared to last year. The annual required contribution slightly increased compared to last year.

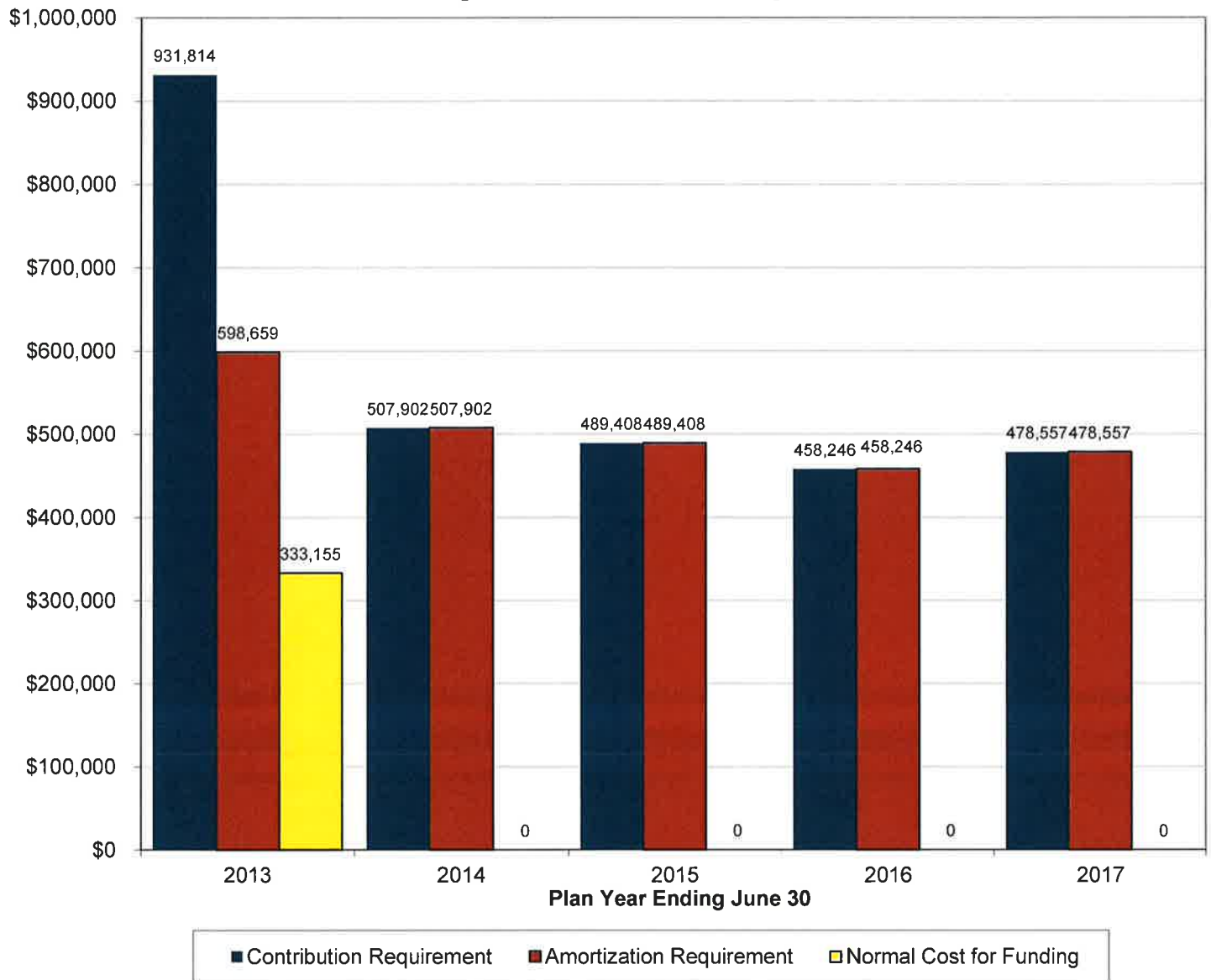
* * * *

The following pages contain a graphical presentation of various monetary and demographic statistics for the five-year period ending on July 1, 2016 and a discussion of the significance of past changes.

GRAPHS AND RESULTS

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

GRAPH 1 - Contribution Requirement, Amortization Requirement, and Normal Cost



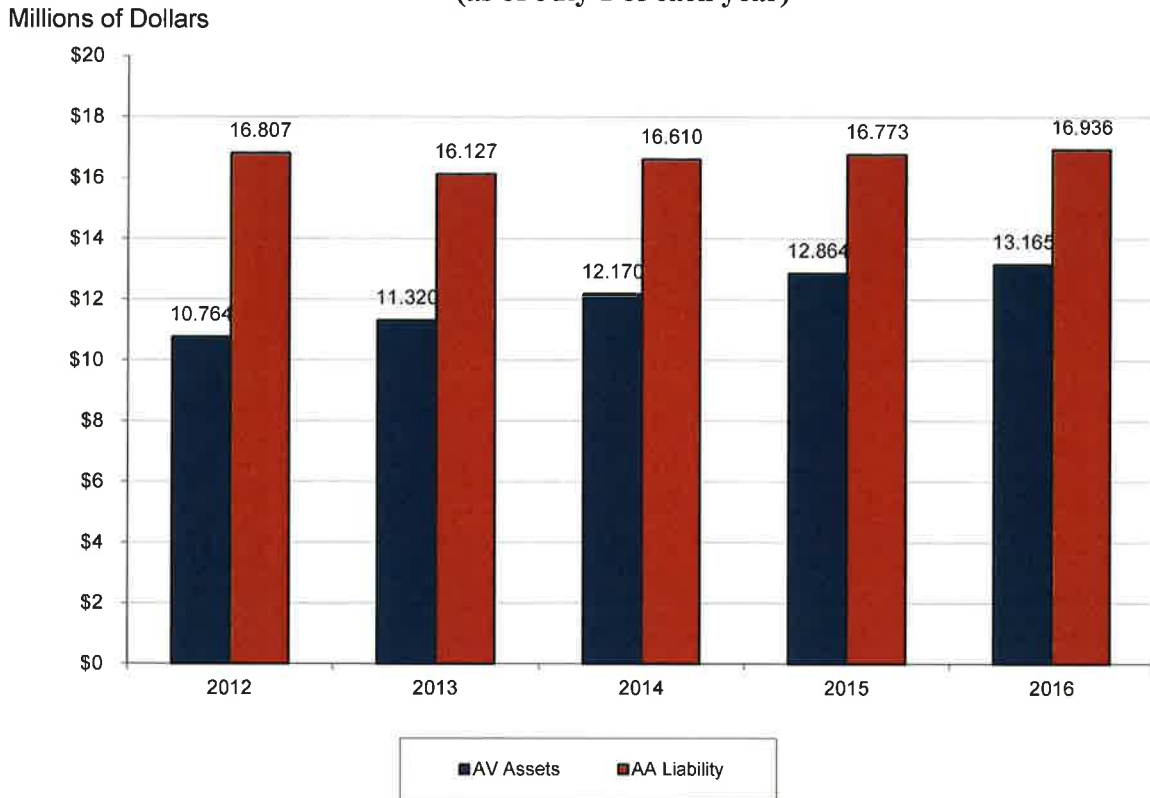
The annual contribution requirement for the current year increased compared to the prior year by about \$20,000 (blue columns above), mostly due to the change in the amortization period.

The resulting amortization for the last four years decreased compared to the prior years due to the plan freeze effective July 1, 2013 (orange columns above).

The plan's Normal Cost is now equal to \$0 due to the plan freeze effective July 1, 2013 (yellow columns above).

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

**GRAPH 2 - Actuarial Value of Assets and Actuarial Accrued Liability
(as of July 1 of each year)**

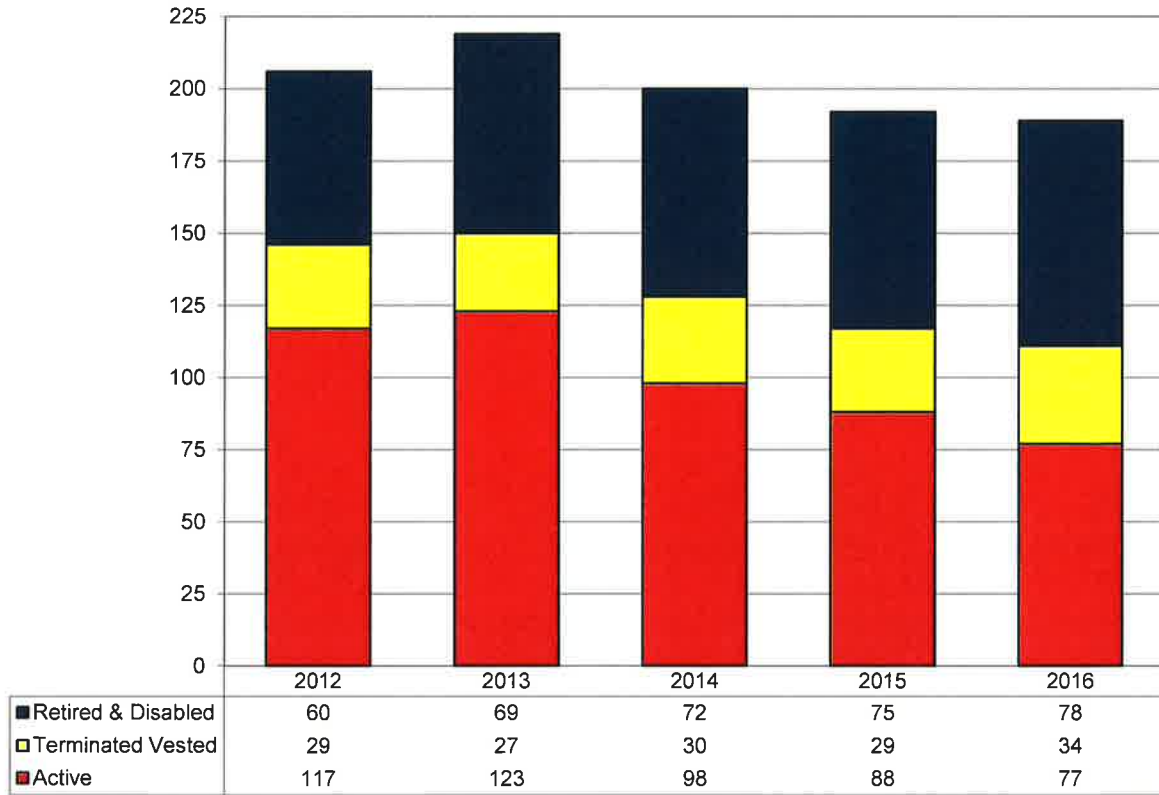


The difference between the two components above is the unfunded actuarial accrued liability. The unfunded actuarial accrued liability impacts the contribution required to adequately fund the plan and is funded through the annual amortization requirement.

The unfunded actuarial accrued liability decreased compared to last year by more than \$130,000 due mostly to three retiree deaths and six non-vested terminations.

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

GRAPH 3 - Plan Membership



This graph presents the change in plan membership over the past five years.

The number of active participants decreased compared to last year and will be expected to continue to decrease in future years since no additional new entrants will be joining the plan due to the plan freeze effective July 1, 2013.

SECTION 1

FUNDING INFORMATION

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

A. Annual Required Contribution (ARC)

A comparison of the Annual Required Contribution (ARC) for the current and prior plan years is presented below.

	<u>July 1, 2016</u>		<u>July 1, 2015</u>	
	<u>Amount</u>	<u>% of Payroll</u>	<u>Amount</u>	<u>% of Payroll</u>
1. Normal Cost (with interest)	\$ 0	N/A	\$ 0	N/A
2. Amortization Requirement (with interest)	<u>\$ 478,557</u>	N/A	<u>\$ 458,246</u>	N/A
3. Annual Required Contribution for Plan Year = 1. + 2.	<u>\$ 478,557</u>	N/A	<u>\$ 458,246</u>	N/A

B. Unfunded Actuarial Accrued Liability

1. Actuarial Accrued Liability as of July 1, 2016	
a. Active Participants	\$ 3,605,965
b. Terminated Vested Participants	2,718,102
c. Retired and Disabled Participants	<u>10,612,102</u>
d. Actuarial Accrued Liability	<u>\$ 16,936,169</u>
2. Actuarial Value of Assets as of July 1, 2016	<u>\$ 13,164,674</u>
3. Unfunded Actuarial Accrued Liability as of July 1, 2016 = 1.d. - 2.	<u>\$ 3,771,495</u>

C. Determination of the Amortization Requirement

The annual amortization requirement shown below is determined based on the City Council's decision to fully amortize the unfunded actuarial accrued liability arising prior to July 1, 2009 by June 30, 2026, and to amortize the unfunded actuarial accrued liability arising after June 30, 2009 over an open 20-year period.

	<u>Unfunded Liability Arising:</u>	
	<u>Prior to July 1, 2009</u>	<u>After June 30, 2009</u>
1. Unfunded Actuarial Accrued Liability:	\$ 2,446,121	\$ 1,325,374
2. Remaining Years Left in Amortization Periods	10	20
3. Amortization Requirements on July 1, 2016	<u>\$ 327,891</u>	<u>\$ 118,524</u>
4. Total Amortization Requirement on July 1, 2016		<u>\$ 446,415</u>

SECTION 2

PLAN ASSET INFORMATION

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

A. Reconciliation of Market Value of Assets

		Year Ending:	
		<u>June 30, 2016</u>	<u>June 30, 2015</u>
1. Market Value of Assets on July 1, prior year		\$ 13,416,844	\$ 13,888,777
2. Changes During Year			
a. Employer contributions		567,282	495,901
b. Benefit payments made		(1,032,069)	(992,553)
c. Benefit payments due but not paid yet		0	(8,432)
d. Plan expenses		(98,220)	(99,629)
e. Investment income and change in market value		<u>(240,348)</u>	<u>132,780</u>
f. Net increase (decrease) during year -- (sum of above)		(803,355)	(471,933)
3. Market Value of Assets on June 30, current year		\$12,613,489	\$13,416,844
Estimated net investment return on market value		-2.57%	0.24%

B. Development of Actuarial Value of Assets

<u>Year</u>	<u>Market Value</u>	<u>Contribution</u>	<u>Expected</u>		<u>Market Value</u>	<u>Cumulative</u>	<u>Actuarial</u>
<u>(1)</u>	<u>BOY</u>	<u>Less Expenses</u>	<u>Return</u>	<u>Gain/ (Loss)</u>	<u>EOY</u>	<u>Unrecog-</u>	<u>Value of</u>
	<u>(2)</u>	<u>Less Benefit</u>	<u>on AVA</u>			<u>nized Gain/</u>	<u>Assets</u>
		<u>Payments</u>	<u>at 7.2%</u>	<u>(5)</u>	<u>(6)</u>	<u>(Loss)</u>	<u>(8)</u>
		<u>(3)</u>	<u>(4)</u>		[2 + 3 + 4 + 5]	<u>(7)</u>	
2011	8,347,478	84,779	722,366	1,291,305	10,445,928	(1,470,410)	10,503,533
2012	10,445,928	72,466	758,863	(761,595)	10,515,662	(2,856,269)	10,763,608
2013	10,515,662	(99,185)	771,409	838,260	12,026,146	(577,497)	11,320,333
2014	12,026,146	(512,045)	796,630	1,578,046	13,888,777	2,824,214	12,169,761
2015	13,888,777	(604,713)	854,453	(721,673)	13,416,844	2,224,343	12,864,370
2016	13,416,844	(563,007)	905,966	(1,146,314)	12,613,489	(213,276)	13,164,674

SECTION 3

DEMOGRAPHIC INFORMATION

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

A. Reconciliation of Participant Data

	Active Participants	Terminated Vested Participants	Retired Participants, Disabled Participants and Beneficiaries	Total
July 1, 2015 Valuation	88	29	75	192
Inclusion of Current Uniform Employees with City Deferred Benefits Previously Accrued	-	6	-	6
Non-vested Terminations	(6)	-	-	(6)
Vested Terminations	(2)	2	-	0
Disabled	-	-	-	0
Deaths with Eligible Beneficiary	-	-	-	0
Deaths without Eligible Beneficiary	-	-	(3)	(3)
Beneficiary	-	-	-	0
Retirements	(3)	(3)	6	0
Expired Benefits / Lumps Sums	-	-	-	0
New Participants	0	-	-	0
July 1, 2016 Valuation	77	34	78	189

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

B. Age - Service Distribution of Active Participants

Age	Years of Service									Total
	Under 1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Up	
0 - 24	0	1	0	0	0	0	0	0	0	1
25 - 29	0	0	1	0	0	0	0	0	0	1
30 - 34	0	1	1	0	0	0	0	0	0	2
35 - 39	0	0	4	1	0	0	0	0	0	5
40 - 44	0	2	0	4	2	0	0	0	0	8
45 - 49	0	0	5	0	2	1	1	0	0	9
50 - 54	0	0	3	4	2	4	4	3	0	20
55 - 59	0	2	4	1	3	3	1	0	0	14
60 - 64	0	0	2	5	1	0	0	1	4	13
65 & Up	0	0	2	1	0	0	0	0	1	4
Total	0	6	22	16	10	8	6	4	5	77

C. Participant Counts and Statistics

Active Participants:

Number	77
Average Age	52.4 years
Average Service	15.8 years

Terminated Vested Participants:

Number	34
Total Annual Benefit Payments	\$ 320,604

Retired and Disabled Participants and Beneficiaries:

Number	78
Total Annual Benefit Payments	\$ 1,032,248

SECTION 4

ASSUMPTIONS AND METHODS

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

Deferred Age for Terminated Vested Participants:	Age 55.
Maximum Considered Compensation Under IRC Section 401(a)(17)	\$250,000 for 2012. Future maximum limits are not applicable to this plan due to the plan freeze.
Loading for Expenses	None.
DROP Election	There were no DROP participant elections at the time of the plan freeze. In the future, participants will not be allowed to elect the DROP due to the plan freeze.

B. Asset Valuation Method

The actuarial value of assets is a 5-year weighted average market value, recognizing gains and losses at the rate of 20% per year, beginning with the market value of assets as of July 1, 1999.

C. Actuarial Cost Method

The actuarial cost method is the Projected Unit Credit Cost Method. Under this actuarial cost method, the actuarial liability is the actuarial present value of benefits for all retired and terminated vested participants as of the valuation date plus, for all active participants, the present value of each participant's benefit determined based on service accrued to the valuation date and compensation projected to assumed exit date. The normal cost is equal to the sum for all active participants of the difference between the present value of benefits determined based on service projected one year past the valuation date and compensation projected to assumed exit date and the present value of the similar benefit based on service projected to the valuation date. The unfunded actuarial accrued liability is equal to the excess, if any, of the actuarial accrued liability over the value of Plan assets.

In addition to the plan's Normal Cost, there is a supplemental cost which equals the sum of the annual payment needed to amortize the Unfunded Actuarial Liability arising prior to July 1, 2009, to be fully amortized by June 30, 2026, plus the annual payment needed to amortize the Unfunded Actuarial Liability arising after June 30, 2009 over an open 20-year period. This represents a change from the July 1, 2015 valuation in which gains and losses arising after June 30, 2009 were amortized over an open 30-year period. This change was made to fund the plan more quickly.

D. Actuarial Valuation Date, Funding Policy, and Changes since the Last Valuation

The valuation is performed as of July 1 of the plan year. Prior to July 1, 1999, the valuation date was January 1 of the plan year.

It is our understanding that the current funding policy of the plan is to contribute the annual required contribution (ARC) in 24 equal amounts made semimonthly.

There have been no assumption or method changes since the last valuation as of July 1, 2015 besides the annual change in the mortality table.

SECTION 5

PLAN PROVISIONS

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

The plan provisions used to determine the plan sponsor's funding requirements for the plan year ending June 30, 2017 were based on the provisions of the plan as in effect on July 1, 2016.

A summary of the major plan provisions is shown below:

Plan Year

The plan year is the period July 1 to June 30.

Effective Date of Plan

The original effective date was July 1, 1995. The effective date of the latest plan restatement was July 1, 2013.

Participation Requirements

Each non-excluded employee will enter the plan on the January 1 or July 1 after the first anniversary of their date of hire with the City, provided they complete 1,000 hours of service during that period. If a non-excluded employee does not complete 1,000 hours of service during their first 12 months of employment, they will enter the plan on the January 1 after the first calendar year in which they complete 1,000 hours of service.

Excluded employees include those in a uniformed job category, such as a policeman or fireman, and part-time employees not scheduled to work at least 30 hours per week.

No further participants are allowed in the plan after July 1, 2013 due to the plan freeze.

Benefit Service

A participant earns one year of benefit service for each 12-month period since their date of hire and will earn one month for each completed month, if they entered the Plan on their first possible date of eligibility. A participant who enters the plan on a date other than their first possible date of eligibility will earn benefit service from the date they first entered the plan. Special rules are described in the plan regarding breaks-in-service.

No further benefit service is credited after July 1, 2013.

Vesting Service

Basically the same as benefit service above except that vesting service continues for participants employed after the plan freeze date.

Plan Compensation

W-2 compensation plus any pre-tax deferrals to another plan of the City. Compensation used to calculate benefits is limited by Section 401(a)(17) of the Internal Revenue Code, as applicable.

No compensation is considered in the plan after the plan freeze date.

Final Average Monthly Compensation

1/12th of the average of a participant's three consecutive complete calendar years of plan compensation in the ten calendar years immediately preceding the date that employment ends which produces the highest average.

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

Monthly Accrued Benefit

The monthly accrued benefit payable as a single life annuity upon normal retirement is the sum of (a), (b), and (c) below, multiplied by final average monthly compensation, the product not to be less than the plan's minimum benefit:

- (a) 1.715% times Benefit Service up to 10 years,
- (b) 2.285% times Benefit Service over 10 years but less than 20 years,
- (c) 2.000% times Benefit Service over 20 years but less than 25 years.

Note that there is no further benefit accrual after the plan freeze date of July 1, 2013.

Monthly Minimum Benefit

Profit sharing plan account balance on July 1, 1995 projected to normal retirement at a 4% interest rate and then converted to a straight life annuity, based on the UP84 Unisex Mortality Table and an 8% interest rate.

Normal Retirement Age

The first day of the month coincident with or next following the later of the attainment of age 55 and the completion of at least 10 years of vesting service.

Late (Deferred) Retirement Age

Retirement at any age after normal retirement age is allowed.

Disability Benefit

Payable to a participant beginning immediately after becoming totally and permanently disabled while employed by the City and receiving LTD payments under a program sponsored by the City. The annuity payable is equal to the accrued benefit at the time of disability.

Termination Benefit

A participant terminating employment with the City after attaining at least 10 years of vesting service is 100% vested in his accrued benefit. The benefit is equal to the accrued benefit at date of termination and is payable at normal retirement age.

Pre-Retirement Death Benefit

A married participant who dies after completing at least 10 years of vesting service will have a death benefit become payable to the surviving spouse. Such benefit will be equal to the accrued benefit at date of death, actuarially reduced for payment in the form of a joint and 50% survivor annuity.

The surviving spouse will receive 50% of this reduced annuity, payable at the deceased participant's normal retirement age, or age at date of death, if greater.

If the participant did not have a surviving spouse at the time of his death, the plan provides death benefits to surviving minor children until age 18 (or until age 22 if enrolled in an institution of higher education).

Payment Options

Automatic--If the participant is married on his benefit commencement date, a 50% joint and survivor annuity option will be payable.

If the participant is not married on the benefit commencement date, a single life annuity will be payable.

Optional forms available are life only annuity, joint and 100% survivor annuity, joint and 75% survivor annuity, and joint and 50% survivor annuity.

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2016 Actuarial Valuation

Automatic Cash Out

Upon termination of service, if the lump sum value of the accrued benefit is less than \$5,000, the lump sum amount is paid as soon as practical after termination.

Limitation on Benefits

No retirement or disability benefit may exceed the limitations of Section 415 of the Internal Revenue Code.

Deferred Retirement Option Plan (DROP) Benefits

Active participants eligible for normal retirement benefits who have also earned at least 25 years of benefit service are eligible for DROP benefits if they have not elected to participate in the Bonus Plan and they continue in employment with the City. Such participants have their benefits frozen at the time of their election, with booking entry benefits credited to their DROP accounts during the period between election and actual retirement. Upon retirement, participants will begin to receive their frozen benefits plus a one-time payment of their DROP account, accumulated with 4% interest.

No further DROP elections are allowed by participants after July 1, 2013. Also, for participants who made previous DROP elections, no further DROP benefits will be accrued after July 1, 2013.

Bonus Program Benefits

Bonus Program eligibility is the same as for DROP benefits above. Participants are not eligible for Bonus Program benefits if DROP benefits were elected. Under the Bonus Program, a participant will receive a cash payment within three months of each calendar year, equal to 15% of the compensation earned during such calendar year. Upon retirement, the accrued benefit will be based upon final average monthly compensation as calculated as of the effective date of the election to participate in the Bonus Program. Such Bonus Program payments are paid outside the plan trust.

No further Bonus Program elections are allowed by participants after July 1, 2013. Also, for participants who made previous Bonus Program elections, no further Bonus Program payments will be paid after July 1, 2013.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>2</u>
Department:	<u>City Council</u>		
	<u>William J. Ervin, City</u>		
Prepared By:	<u>Attorney</u>	Account Code:	<u></u>
Date Prepared:	<u>September 2, 2016</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Consider and act upon, an Ordinance amending Article IX, Section 18-378 (now Section 18-533) of the McAlester Building and Building Regulations City Code; Providing the effective date; Providing for severability.

Recommendation

Mayor and City Council to pass and approve Section 18-533 amended ordinance allowing for an extension of the Special Remodeling Permit.

Discussion

Owner of property 1516 Park Drive, Michelle Christine Hazen, requested a 180 day extension of Special Remodeling Permit No. 16050 during August 23, 2016 City Council Meeting.

This item was tabled to September 13, 2016 City Council Meeting in order to amend the ordinance to allow for an extension.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

9-8-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE IX, SECTION 18-533 OF THE MCALESTER “BUILDINGS AND BUILDING REGULATIONS” CITY CODE; PROVIDING THE EFFECTIVE DATE; PROVIDING FOR SEVERABILITY.

* * * * *

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA:

SECTION 1: Article IX, Section 18-533 of the McAlester “Buildings and Building Regulations” City Code, as amended, hereby is further amended to read as follows:

Sec. 18-533. Condemnation Proceedings.

If a house or structure has been posted by the building inspector and subsequently condemned by the city council as being dangerous, unsafe, unsanitary or unfit for occupancy (as provided for in this article) and if the structure could be safely remodeled, the owner of the property must obtain a special remodeling permit. The permit shall specify that the structure has been previously condemned, but demolition proceedings have been stayed for 90 days. Prior to the special remodeling permit being issued, the permit applicant must post a \$2,500.00 cash deposit with the city. The structure must then be repaired to meet all current building, electrical, plumbing, and mechanical codes that could apply to new construction, and work must be completed within the 90 day special permit period. Existing plumbing or wiring systems may be left in place with modifications at the inspector's discretion. If the code inspectors determine that the structure does not meet all applicable building, electrical, plumbing, and mechanical codes at the end of the 90 day special permit period, because in the code inspectors' opinion that due to the weather conditions, the extensiveness of the repairs or other mitigating circumstances, if requested by the owner, the building code inspector may grant up to an additional 90 day extension of the original special permit period. Provided, if such request of owner for such extension is denied, such request for 90 day extension by the code inspector upon written request with demonstrable, justifiable and mitigating causes shown can be made on appeal to the city council. A majority decision of all of the elected council members shall be controlling. Additional extensions of the special permit period may be granted only by a majority decision of the city council.

If an appeal of the code inspector is taken and the owners appeal is granted by the city council upholding the owner's request for an appeal for an extension of an additional period of up to 90 days then no further extensions shall be allowable. At this point, a final inspection shall be

performed of the structure by the code inspector to determine if the structure meets all building codes for new construction. If it does, the \$2,500 deposit made by the owner shall be returned and the process of condemnation shall be withdrawn. If on the other hand, said final inspection determines said structure does not meet all such building codes, then the City shall retain the \$2,500 deposit made by the owner to be applied to the demolition and removal of the structure and the condemnation procedure shall continue without further action by the city council.

The provisions of this section shall apply notwithstanding any conflicting provisions of any other section of this code.

~~Existing plumbing or wiring systems may be left in place with modifications at the inspector's discretion. At the completion of the 90 day special permit period, the structure shall be re-inspected by the city codes inspectors. No renewal or extension of the 90 day special remodel permit will be granted. If the code inspectors determine that the structure meets all applicable building, electrical, plumbing, and mechanical codes, the \$2,500.00 cash deposit shall be returned, without interest, to the permit applicant and the condemnation has been withdrawn. If the structure fails to meet all applicable codes, as determined by the city codes inspectors, the condemnation process will continue without further action by the city council and the \$2,500.00 cash deposit will be retained by the city and applied toward demolition costs, if any, incurred by the city. The \$2,500.00 cash deposit will be returned to the permit applicant if the owner has completed removal of the structure prior to the beginning of city demolition proceedings.~~

SECTION 2: The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

PASSED and APPROVED by the Mayor and City Council of the City of McAlester, Oklahoma, 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.

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016 **Item Number:** 3

Department: City Council

Prepared By: Leroy D. Alsup, Director **Account Code:** _____

Date Prepared: September 2, 2016 **Budgeted Amount:** _____

Exhibits: 2

Subject

Consider and act upon, a request from the property owner for a 180 day extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive.

Recommendation

Motion to grant a 180 day extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive, effective September 13, 2016.

Discussion

- This request for an extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive was continued from the August 23, 2016 City Council Meeting.
- Current Ownership of Property at 1516 Park Drive- Michelle Christine Hazen- (Special Warranty Deed Attached)

Timeline for Property at 1516 Park Drive

Date	Event
04/12/2016	Property at 1516 Park Drive condemned pursuant to Resolution 16-04
05/11/2016	Special Remodeling Building Permit No. 16050 for 1516 Park Drive issued to Michelle Hazen
08/09/2016	Expiration of 90 day special remodel permit period as set forth by Sec. 18-378 of the McAlester Code of Ordinances for the condemned property at 1516 Park Drive
08/23/2016	Property Owner submitted a written request to the City Council requesting a 180 day extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive.
08/23/2016	Property owner submitted documentation to demonstrate a justifiable cause for granting the requested extension.

Attachments:

1. Special Remodeling Building Permit issued to Michelle Hazen dated May 11, 2016
2. Written request from property owner to the City Council for an extension of the 90 day special remodel permit period.

Approved By

Department Head
City Manager

L. Alsup
P. Stasiak

Initial

PJS

Date

09/02/2016

9-8-16

Special Remodeling Building Permit

If a house or structure has been posted by the building inspector and subsequently condemned by the city council as being dangerous, unsafe, unsanitary or unfit for occupancy and if the structure can be safely remodeled, the owner of the property may obtain a special remodeling building permit to repair and bring the structure up to code. Issuance of the special permit shall stay the city's demolition proceedings for a ninety day period. Prior to the special permit being issued, the permit applicant must post a \$2,500.00 cash deposit with the city.

The structure must then be repaired to meet all current building, electrical, plumbing, and mechanical codes that could apply to new construction, and work must be completed within the 90 day special permit period. Existing plumbing or wiring systems may be left in place with modifications at the inspector's discretion. Attachment # 1, attached hereto and incorporated in this permit by reference, is a checklist to help the unit pass the Special Remodeling Permit inspection. This checklist does not cover all possible situations incurred during an inspection. Please call for clarification or ask during the inspection. At the completion of the 90 day special permit period, the structure shall be re-inspected by the city codes inspectors. No renewal or extension of the 90 day special remodel permit will be granted. If the code inspectors determine that the structure meets all applicable building, electrical, plumbing, and mechanical codes, the \$2,500.00 cash deposit shall be returned, without interest, to the permit applicant and the condemnation has been withdrawn. If the structure fails to meet all applicable codes, as determined by the city codes inspectors, the condemnation process will continue without further action by the city council and the \$2,500.00 cash deposit will be retained by the city and applied toward demolition costs, if any, incurred by the city. The \$2,500.00 cash deposit will be returned to the permit applicant if the owner has completed removal of the structure prior to the beginning of city demolition proceedings.

The owner shall permit inspection by the city and other appropriate officials in order to confirm that work is conducted in accordance with the terms and conditions of this special remodeling building permit and that work is satisfactorily completed.

Date: 5-11-16 Permit No.: # 16 050
Cash Deposit: \$2,500.00 Permit Fee: \$ 240.00
Property Owner: MICHELLE HAZEN Phone No.: 404-431-9141
Owner's Address: 108 RUPEN ST. AUSTIN TX 78734
Street City State Zip Code
Site of Building: 1516 PARK DR MCALISTER OK 74501
Street City State Zip Code
Worked to be performed by Owner () or Contractor (☒)
Contractor: JACK CROTCHETT Phone No.: 512-694-3080
Contractor's Address: 108 RUPEN ST. AUSTIN TX 78734
Street City State Zip Code

Remarks: _____

Owner's Signature: Michelle Hazen

Community & Economic Development Department by: Gay Eater

BUILDING PERMIT

DEPT. FILE COPY

AMOUNT
PAID

VALIDATION

DATE 5-11-16 PERMIT NO. 16050
APPLICANT Jack Crockett ADDRESS 108 Rupen St. Austin, TX. 78734
Special
PERMIT TO Repair/ Remodel (2) STORY One-family structure NUMBER OF DWELLING UNITS _____
(TYPE OF IMPROVEMENT) (NO.) (PROPOSED USE)

AT (LOCATION) 1516 Park Dr. ZONING DISTRICT R-1B
(NO.) (STREET)
BETWEEN Newton Dr. AND Circle Dr.
(CROSS STREET) (CROSS STREET)

SUBDIVISION Newton Heights LOT 37 & 38 BLOCK 2 LOT SIZE 88x176

BUILDING IS TO BE _____ FT. WIDE BY _____ FT. LONG BY _____ FT. IN HEIGHT AND SHALL CONFORM IN CONSTRUCTION

TO TYPE V-B USE GROUP R-3 BASEMENT WALLS OR FOUNDATION _____ (TYPE)

REMARKS: All construction must meet current City Codes*****Requirements in Special Remodeling Permit-- ()90 day special permit-Call for inspections

AREA OR VOLUME _____ ESTIMATED COST \$ 75,000.00 PERMIT FEE \$ 240.00
(CUBIC/SQUARE FEET)

OWNER Michelle Hazen BUILDING DEPT. 6E
ADDRESS 108 Rupen St, Austin, TX. 78734 BY _____

(Affidavit on reverse side of application to be completed by authorized agent of owner)

FORM NO. I.C.C. - BP 2003

From: Michelle Hazen [mailto:ellehazen@gmail.com]
Sent: Tuesday, August 16, 2016 11:14 PM
To: Leroy Alsup <leroy.alsup@cityofmcalester.com>; Jayme Clifton
<jayme.clifton@cityofmcalester.com>
Cc: Jack Crotchett <jcrotchett@msn.com>
Subject: Re: City Council (August 23rd)

Hi Leroy,

Per our conversation today, I would like to formally request to be added to the City Council agenda next Tuesday, August 23rd regarding a building permit extension for my property at 1516 Park Drive. Please let me know if we are confirmed for the agenda on that date, as I will need to arrange travel and time off of work.

I have attached our presentation materials and supporting documentation for submission.

Thank you for your help.

Sincerely,

Michelle Hazen

404-431-9141

Formal requests to
City Council

Extension

Estimate it will take 12-16 work weeks to complete the restoration project.

Requesting a 6-month extension to leave allowances for weather delays and flexibility for contractor scheduling, especially during the holiday season.

Condemned Status

Requesting that the condemned status be lifted once the property is safe and up to code.

We hope to transition to a traditional remodel building permit and process while we complete the finish-out and detail work.



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016
Department: City Council
Prepared By: Missy Garrett
Date Prepared: September 6, 2016

Item Number: 4
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, a Resolution relating to Indigenous Peoples' Day; declaring the second Monday in October as Indigenous Peoples' Day in the City of McAlester, Oklahoma; encouraging other Institutions to recognize the day; and reaffirming the City's commitment to promote the well-being and growth of McAlester's Native American Indian and Indigenous Community.

Recommendation

Motion to pass and approve the Resolution relating to Indigenous Peoples' Day; declaring the second Monday in October as Indigenous Peoples' Day in the City of McAlester.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

9-8-16

RESOLUTION NO. _____

A RESOLUTION RELATING TO INDIGENOUS PEOPLES' DAY; DECLARING THE SECOND MONDAY IN OCTOBER AS INDIGENOUS PEOPLES' DAY IN THE CITY OF MCALESTER, OKLAHOMA; ENCOURAGING OTHER INSTITUTIONS TO RECOGNIZE THE DAY; AND REAFFIRMING THE CITY'S COMMITMENT TO PROMOTE THE WELL-BEING AND GROWTH OF MCALESTER'S NATIVE AMERICAN INDIAN AND INDIGENOUS COMMUNITY.

* * * * *

WHEREAS, City of McAlester recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and,

WHEREAS, the City recognizes the fact that McAlester, Oklahoma is built upon the homelands and villages of the Indigenous Peoples of this region, without whom the building of the City would not have been possible; and,

WHEREAS, the City values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution that has substantially shaped the character of the City of McAlester; and,

WHEREAS, the City of McAlester is dedicated to opposing systemic racism towards Indigenous people in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and,

WHEREAS, the City promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation's Indigenous roots, history, and contributions; and,

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination against Indigenous Populations in the Americas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA:

Section 1. The City of McAlester strongly supports the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of our region.

Section 2. The City of McAlester affirms that it is City policy to participate in the annual Indigenous Peoples' Day celebrations and activities.

Section 3. The City of McAlester strongly encourages McAlester Public Schools to include the teaching of Indigenous Peoples' Day.

Section 4. The City of McAlester encourages other businesses, organizations, and public institutions to recognize Indigenous Peoples' Day.

Section 5. The City of McAlester firmly commits to continue its efforts to promote the well-being and growth of McAlester's Native American Indian and Indigenous community.

Section 6. The Mayor and City Council of the City of McAlester jointly declare the second Monday in October as Indigenous Peoples' Day in the City of McAlester.

PASSED AND APPROVED the _____ day of _____, 2016.

CITY OF MCALESTER, OKLAHOMA
A MUNICIPAL CORPORATION

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016

Item Number: 5

Department:

Prepared By: Mayor John Browne

Account Code:

Date Prepared: September 6, 2016

Budgeted Amount:

Exhibits: 1

Subject

Consider and act upon, adopting a resolution opposing State Question 779 which initiates an additional one percent sales tax for education funding in the State of Oklahoma.

Recommendation

Motion to approve and authorize the Mayor to sign the resolution opposing State Question 779.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

9-8-16

RESOLUTION NO. _____

A RESOLUTION OPPOSING SQ 779

WHEREAS, Oklahoma's average sales tax rate is 8.77%; and McAlester's combined sales tax is 9.50% and Oklahoma ranks 6th in the nation for overall combines sales tax and would rank 1st with the passage of SQ 779; and

WHEREAS, a high national ranking would negatively impact economic development for Oklahoma, as well as negatively impact the poorest households in Oklahoma; and

WHEREAS, Oklahoma ranked 48th in the nation for education outcomes, while the teachers remain in dire need of a pay increase; and

WHEREAS, Oklahoma lawmakers have systematically eroded funding for education in that the three pillars of HB 1017, smaller class sizes, increased teacher pay and improved funding for public schools have not occurred; and

WHEREAS, Oklahoma is the only state where towns, cities and municipalities are limited to and rely entirely on sales tax revenues to fund the General Fund for services including police, fire, emergency services, parks, street maintenance, water, sewer and solid waste services, and other general services; and

WHEREAS, SQ 779, if adopted, would jeopardize the City of McAlester's ability to continue to fund its operations to the detriment of all its citizens and Oklahoma towns, cities and municipalities have no alternative source of funding for these critical city functions.

NOW, THEREFORE, BE IT RESOLVED: that the McAlester City Council, while supporting education, opposes SQ 779 as an attack on the limited revenue available for cities in Oklahoma to operate our city and we urge our citizens to vote 'No' on SQ 779.

PASSED AND APPROVED by the Mayor and City Council this ____ day of
September, 2016.

Mayor

Attest:

City Clerk

APPROVED as to form and legality this ____ day of _____, 2016.

City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016 **Item Number:** 6

Department: Dale Burke, Robert
Vaughan, Infrastructure

Prepared By: Solutions Group, LLC **Account Code:** _____

Date Prepared: September 6, 2016 **Budgeted Amount:** _____

Exhibits: _____

Subject

Presentation and discussion on a Residuals Handling Program.

Recommendation

Presentation and discussion.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

9-8-16



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016
Department: Finance
Prepared By: Toni Ervin
Date Prepared: September 6, 2016

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: 8

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

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

9-8-16

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 through A-7, 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
01	40999		Fund Balance	-	78,647	78,647
						-
						-
			Total		78,647	

[illegible]

Original Budget - Revenues ***	\$14,511,577
Amendments	-
Current Budget - Revenues	\$14,511,577
Original Budget - Expenditures	\$14,511,577
Amendments	78,647
Current Budget - Expenditures	\$14,590,224

Approved by the City Council this
September 13, 2016

Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and purchases related to Fiscal Year 15-16 Capital projects.

Mayor

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

A1117-004

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
24	40999		Fund Balance	-	531,074	531,074
					-	-
			Total		531,074	

[illegible]

Original Budget - Revenues ***	\$ -
Amendments	-
Current Budget - Revenues	\$ -
Original Budget - Expenditures	\$ -
Amendments	531,074
Current Budget - Expenditures	\$ 531,074

Approved by the City Council this
September 13, 2016

Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and purchases related to Fiscal Year 15-16 Capital projects.

Attest:

Posted By	Date	BA#	Pkt.#
-----------	------	-----	-------

A1117-005

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
30	40999		Fund Balance	-	614,428	614,428
					-	-
			Total		614,428	

[illegible]

Original Budget - Revenues ***	\$ 1,018,210
Amendments	-
Current Budget - Revenues	\$ 1,018,210
Original Budget - Expenditures	\$ 1,375,757
Amendments	614,428
Current Budget - Expenditures	\$ 1,990,185

Approved by the City Council this
September 13, 2016

Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and purchases related to Fiscal Year 15-16 Capital projects.

Mayor

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

A1117-006

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
33	40999		Fund Balance	-	407,092	407,092
					-	-
			Total		407,092	

[illegible]

Original Budget - Revenues ***	\$	-
Amendments		-
Current Budget - Revenues	\$	-
Original Budget - Expenditures	\$	-
Amendments		407,092
Current Budget - Expenditures	\$	407,092

Approved by the City Council this
September 13, 2016

Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and purchases related to Fiscal Year 15-16 Capital projects.

Mayor

Posted By _____ Date _____ BA# _____ Pkt# _____

A1117-007

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
41	40999		Fund Balance	-	1,406,496	1,406,496
						-
			Total		1,406,496	-

[illegible]

Original Budget - Revenues ***	\$ 848,810
Amendments	-
Current Budget - Revenues	\$ 848,810
Original Budget - Expenditures	\$ 848,810
Amendments	1,406,496
Current Budget - Expenditures	\$ 2,255,306

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
44	40999		Fund Balance	-	130,774	130,774
						-
			Total		130,774	-

[illegible]

A1117-009

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
46	40999		Fund Balance	-	138,584	138,584
						-
			Total		138,584	

[illegible]

*** Does not include appropriated fund balance.

FY 16-17 Budget Amendments listed by Fund

					<u>Revenue</u>	<u>Expense</u>
001	7/12/16	30	Economic Development	Appropriate funds for reimbursement from MDSA funds.	25,000	25,000
002	7/12/16	41	Capital Fund	Appropriate funds for Loan payments on the MCC Controls.		90,000
003	8/9/16	14	Police Grant Fund	Appropriate funds for purchase of 21 Bulletproof vests with a 50% matching grant.	6,500	13,000
004	9/13/16	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and p	-	78,647
005	9/13/16	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and p	-	531,074
006	9/13/16	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and p	-	614,428
007	9/13/16	33	CDBG Grants	Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and p	-	407,092
008	9/13/16	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and p	-	1,406,496
009	9/13/16	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and p	-	130,774
010	9/13/16	46	Storm Water Fund	Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and p	-	138,584
					31,500	3,435,095



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016
Department: City Manager
Prepared By: Peter Stasiak
Date Prepared: September 7, 2016

Item Number: 8
Account Code: N/A
Budgeted Amount: N/A
Exhibits: (1)

Subject

Consider and act upon, accepting Federal Aviation Grant #3-40-0057-014-2016 for the replacement of the Rotating Beacon at the McAlester Regional Airport.

Recommendation

Motion to approve and act upon accepting Federal Aviation Grant #3-40-0057-014-2016 for the replacement of the Rotating Beacon and authorizing the Mayor to sign the agreement.

Discussion

The City of McAlester has been awarded a grant of \$83,790 from the Federal Aviation Administration. This grant requires a 10% match (\$9,310) from the City of McAlester which will result in a total project amount of \$93,100. These monies will be used to replace the existing rotating beacon which will add reliability to airport operations. The airport will be easier to find due to a beacon that works correctly.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

9-8-16



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Arkansas, Oklahoma

FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76177

AUG 23 2016

Mayor John Brown
Mayor of McAlester
28 East Washington
McAlester, OK 74501

Dear Mayor Brown:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-40-0057-014-2016 at McAlester Regional Airport in McAlester, OK. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than 09/14/2016, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
 - Retain the copy marked "Sponsor" for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting the following reports:

- A signed/dated SF-271, Outlay Report and Request for Reimbursement for Construction Programs, due 90 days after the end of each federal fiscal year in which this grant is open.
- A signed/dated SF 425, Federal Financial Report, due 90 days after the end of each federal fiscal year in which this grant is open.
- Performance Reports due within 30 days of the end of a reporting period as follows:
FAA Form 5370-1, Construction Progress and Inspection Report, at least at the end of each fiscal quarter until the construction project is completed. Thereafter, or during periods of inactivity, submit a quarterly performance report at end of the each quarter that the grant is open.
- Attach an invoice summary with each electronic grant payment request submitted in Delphi eInvoicing. Guidance and examples can be found in the AIP Grant Payment and Sponsor Financial Reporting Policy (http://www.faa.gov/airports/aip/grant_payments/media/AIP-Grant-Payment-Sponsor-Financial-Reporting-Policy.pdf).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Kathy Franklin, (817) 222-5697, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



FOR Glenn A. Boles
Manager, Arkansas/Oklahoma
Airports District Office

Enclosure (2)



U.S. Department
of Transportation
Federal Aviation
Administration

SPONSOR COPY

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>AUG 23 2016</u>
Airport/Planning Area	<u>McAlester Regional</u>
AIP Grant Number	<u>3-40-0057-014-2016</u>
DUNS Number	<u>074263849</u>
TO:	<u>City of McAlester</u>
	<u>(herein called the "Sponsor")</u>

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 15, 2016, for a grant of Federal funds for a project at or associated with the McAlester Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the McAlester Regional Airport (herein called the "Project") consisting of the following:

Install Miscellaneous NAVAIDS

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$83,790.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$83,790 for airport development

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been **accepted by the Sponsor on or before September 14, 2016**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or

to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
20. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
- 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
- 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. Exhibit “A” Property Map. The Exhibit “A” Property Map dated 08/11/2004, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Airport-Owned Visual or Electronic Navigation Aids in Project. The Sponsor agrees that it will:

- A. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
- B. Prior to commissioning, assure the equipment meets the FAA’s standards; and
- C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Glenn A. Boles

Manager, Arkansas/Oklahoma
Airports District Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

City of McAlester

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received: 8/16/2016		4. Application Identifier:		
5a. Federal Entity Identifier: 3-40-0057-014-2016		* 5b. Federal Award Identifier:		
State Use Only:				
6. Date Received by State:		7. State Application Identifier:		
8. APPLICANT INFORMATION:				
* a. Legal Name: City of McAlester				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 73-6005314			*c. Organizational DUNS: 074263849	
d. Address:				
* Street1: 28 East Washington Street 2: P.O. Box 578 * City: McAlester County: Pittsburg * State: Oklahoma Province: Country: *Zip/ Postal Code: 74502				
e. Organizational Unit:				
Department Name:			Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: First Name: Peter Middle Name: * Last Name: Stasiak Suffix:				
Title: City Manager				
Organizational Affiliation: City of McAlester				
* Telephone Number: (918) 423-9300			Fax Number:	
* Email: peter.stasiak@cityofmcalester.com				

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:


14. Areas Affected by Project (Cities, Counties, States, etc.):

City of McAlester, Pittsburg County, Oklahoma

* 15. Descriptive Title of Applicant's Project:

Install New Rotating Beacon

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: OK-2	*b. Program/Project: OK-2
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 01/02/2017	*b. End Date: 01/30/2017
18. Estimated Funding (\$):	
*a. Federal	83,790.00
*b. Applicant	9,310.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	93,100.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	*First Name: John
Middle Name:	
*Last Name: Brown	
Suffix:	
*Title: Mayor	
*Telephone Number: (918) 429-4284	Fax Number:
* Email: john.brown@cityofmcalester.com	
*Signature of Authorized Representative: 	*Date Signed: 08/15/16

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A



Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check one: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of McAlester has land use zoning and most of the land adjacent the airport is within the city limits. The airport is also protected by a Height Zoning Ordinance that protects the land use and airspace around the airport. The City encourages the County to take reasonably appropriate action to restrict the use of land adjacent and in the vicinity of the airport to activities and purposes com

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Fee simple title to Tracts 1 through 4 as shown on Exhibit A, dated 8/11/04 and Avigation Easement for Tracts 5 thru 8. Title to above Tracts was approved under previous FAA projects. Status of Title has not changed since approval. Fee Simple Title will be acquired for Tracts 9 thru 14. Avigation Easements will be acquired for Tracts 15 and 16.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No..... 20.106
2. Functional or Other Breakout.....

SECTION B - CALCULATION OF FEDERAL GRANT

Land Acquisition – Runway Extension Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense (Advertising)	\$	\$	400
2. Preliminary expense (FAR's, Env)			5,300 ✓
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			8,200 ✓
5. Other Architectural engineering fees			
6. Project inspection fees			9,000 ✓
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			70,200 ✓
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			93,100
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			93,100
17. Less: Ineligible Exclusions (insurance)			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			93,100
20. Federal Share requested of Line 19			83,790
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			83,790
23. Grantee share			9,310
24. Other shares (STATE)			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$93,100

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Grantee Share	
a. Securities	\$
b. Mortgages	
c. Appropriations (By Applicant)	9,310.00
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	9,310.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	0.00
29. TOTAL	\$ 9,310.00

SECTION E – REMARKS
<p>The following documents are attached hereto and incorporated herein:</p> <ol style="list-style-type: none"> 1. Property Map, Exhibit A, dated August 11, 2004. 2. Part V Assurances 3. The FAA approved plans and specifications are incorporated by reference.

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV - PROGRAM NARRATIVE

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Install New Rotating Beacon

AIRPORT: McAlester Regional Airport, McAlester, Oklahoma

1. Objective:

The objective is to install a new rotating beacon and tower.

2. Benefits Anticipated:

This project will enhance the safety of aircraft operations by providing a rotating beacon that does not malfunction. The airport will be easier for aircraft to find due to a beacon that works correctly.

3. Approach: *(See approved Scope of Work in final Application)*

The existing rotating beacon is on the northwest side of the airport, just north and west of the terminal. It will be installed in the same general location.

4. Geographic Location:

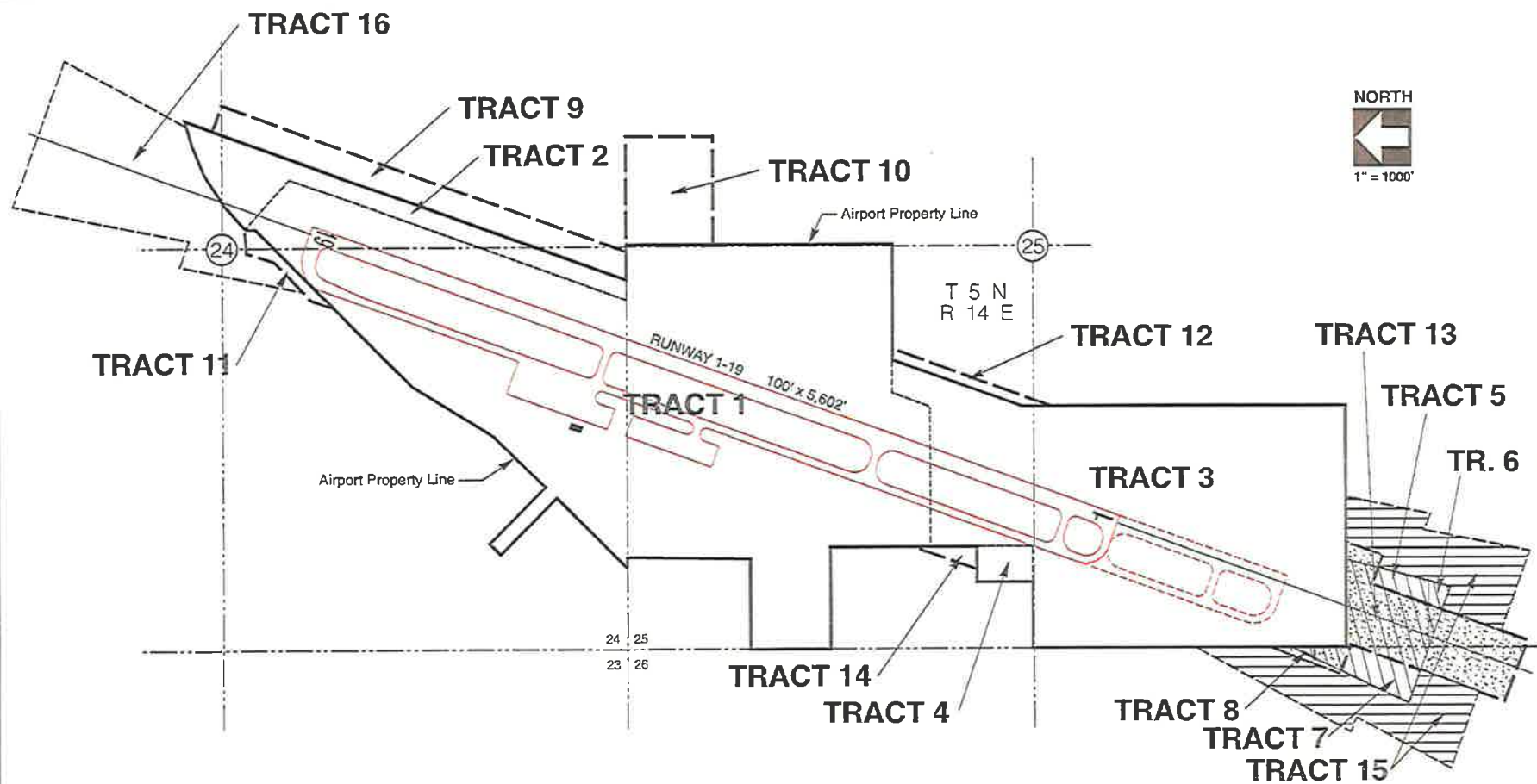
The development items discussed above are all located within existing airport property, near the north end of the terminal apron.

5. If Applicable, Provide Additional Information:

This project will be designed and constructed under an FY2016 grant.

6: Sponsor's Representative: *(incl. address & tel. no.)*

Butch Mellor, Airport Manager
P.O. Box 578
McAlester, OK 74502
918-429-9400



Tract No.	FAA Proj. No.	Property Interest	Acreage	Date Purchased
1	9-34-038-001	Fee Simple	155	02-27-69
2	9-34-038-C905	Fee Simple	12.87	06-20-69
3	9-34-038-C905	Fee Simple	91.10	06-20-69
4	9-34-038-C905	Fee Simple	2.48	06-20-69
5	9-34-038-C905	Easement	6.63	06-20-69
6	9-34-038-C905	Easement	0.7	06-20-69
7	9-34-038-C905	Easement	3.31	06-20-69
8	9-34-038-C905	Easement	0.05	06-20-69

Tract No.	FAA Proj. No.	Property Interest	Acreage	Date Purchased
9	--	Future Fee	11.1	To Be Acquired
10	--	Future Fee	9.2	To Be Acquired
11	--	Future Fee	1.3	To Be Acquired
12	--	Future Fee	1.6	To Be Acquired
13	--	Future Fee	13.4	To Be Acquired
14	--	Future Fee	0.7	To Be Acquired
15	--	Future Runway Prot. Zone Esmt	23.0	To Be Acquired
16	--	Future Runway Prot. Zone Esmt	26.3	To Be Acquired

PM.drd01104
Source: Samard Dunkelberg Co. ALP



LBR Inc. Airport Consultants
Wiley Post Airport
Bethany, Oklahoma

McALESTER REGIONAL AIRPORT
McALESTER, OKLAHOMA

EXHIBIT A - PROPERTY MAP

SCALE
1" = 1000'

DATE
08.11.04

DRAWING NUMBER
PM-1

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016

Department: _____

Prepared By: Peter Stasiak, City

Date Prepared: September 6, 2016

Item Number: 9

Account Code: _____

Budgeted Amount: _____

Exhibits: 1

Subject

Consider and act upon, accepting the bid from Electric Power Solutions for the Installation of the New Rotating Beacon and authorizing the Mayor to sign all documents required for this project.

Recommendation

Motion to accept the bid from Electric Power Solutions and authorize the Mayor to sign all documents required for this project.

Discussion

LBR, Inc. recommends awarding bid to Electric Power Solutions in the amount of \$70,200.00. Bids were as follows:

Electric Power Solutions - \$70,200

Wise Electric - \$78,800

Engineering Estimate - \$72,100

Approved By

Department Head

City Manager

P. Stasiak

Initial

PJS

Date

9-8-16



LBR Inc. Airport Consultants

August 17, 2016

Honorable Mayor and City Council
City of McAlester
28 East Washington
McAlester, Oklahoma 74501

Mayor,

Bids for "Install New Rotating Beacon", AIP 3-40-0057-014-2016, at the McAlester Regional Airport were received at 10:30 AM on Thursday, August 11, 2016.

There were two bidders presenting proposals. The staff at LBR Inc. has reviewed the bids. The low bid was from Electric Power Solutions (EPS) for the Base Bid, in the total amount of \$70,200.

LBR has researched the bidder and projects they have completed. They have recently completed an airport lighting project at Hinton Municipal Airport with LBR doing the project oversight. Their work was satisfactory. We see no reason not to recommend EPS be awarded the contract.

Please authorize the Mayor and City Attorney to sign all required documents for the bidder selected, including the federal grant agreement, the construction contract, and any other documents related to the AIP project. All referenced documents will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this most important project for the City of McAlester, and the McAlester Regional Airport.

Respectfully Submitted,

Tyler McDonad, Vice President

Enclosures:
Bid Tab

BID TABULATION

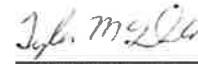
Page 1 of 1

AIP 3-40-0057-014-2016
Install New Rotating Beacon

Bids Were Opened at City Hall-Council Chambers,
Municipal Building, 28 East Washington, McAlester,
Oklahoma 74501, at 10:30 A.M. on August 11, 2016

McAlester Regional Airport, McAlester, Oklahoma

				Electric Power Solutions		Wise Electric		Engineer's Estimate LBR Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
1	Mobilization, Bonds, & Temporary Erosion Control	1	LS	\$5,800.00	\$5,800.00	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00
2	Traffic Maintenance	1	LS	0.00	0.00	1,200.00	1,200.00	500.00	500.00
3	Furnish and Install All New Rotating Beacon and Tower, Including Removal of the Old Equipment, Site Preparation, and All Appurtenances	1	LS	64,400.00	64,400.00	69,100.00	69,100.00	65,000.00	65,000.00
4	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	LS	0.00	0.00	0.00	0.00	100.00	100.00
Total Base Bid					\$70,200.00		\$78,800.00		\$72,100.00


Tyler McDonad
VP, LBR Inc.

8/11/2016
Date



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>10</u>
Department:	<u>Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>Jennifer Santino</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 6, 2016</u>	Exhibits:	<u>9</u>

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 3 for the contract with L&L Construction, Inc. for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant and accept the project as completed.

Recommendation

Motion to approve final payment of \$21,680.35 for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant and accept the project as completed.

Discussion

This project included the replacement of filter media and underdrain for Filter #5 at the McAlester Public Works Authority Water Treatment Plant. The project was completed on September 1, 2016.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

9-8-16

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of McAlester
1st & Washington
McAlester, OK 74502

PROJECT: Filter No. 5 Underdrain Replacement
Water Treatment Plant
McAlester, OK

APPLICATION NO.: Three (3) FINAL DISTRIBUTION TO:

L & L INVOICE NO. 3431

Page 1 of 3

☐ Owner
☐ Engineer
☐ Contractor

PERIOD OF APPLICATION:

FROM: 7/23/16

TO: 8/31/16

FROM (CONTRACTOR): L & L Construction, Inc.
P.O. Box 36
(918) 299-2600
Jenks, OK. 74037

ENGINEER: Tetra Tech
7645 E. 63rd St. #301
Tulsa, OK 74133

CONTRACTOR'S APPLICATION FOR PAYMENT

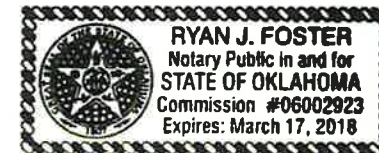
CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this month			
Number	Date Approved		
		\$	-
TOTALS		\$ -	\$ -
Net change by Change Directive		\$	-

The undersigned Contractor states that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: L & L Construction, Inc.
By: Leonard Gardner 9/1/2016
Leonard Gardner / President Date

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, Contractor's Schedule of Values, is attached.

1. Original Contract Sum	\$ 130,500.00
2. Net change by Change Orders	\$ -
3. Contract Sum To Date (Line 1 + 2)	\$ 130,500.00
4. Total Completed and Stored To Date	\$ 130,500.00
a. Total Completed	\$ 130,500.00
b. Total Stored	\$ -
5. Retainage: 0% of Total work completed and Stored Materials	\$ -
6. Subtotal (4-5)	\$ 130,500.00
7. Less Previous Certified For Payment To Contractor	\$ 108,819.65
8. CURRENT PAYMENT DUE TO CONTRACTOR	\$ 21,680.35
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ -
(Line 3 less Line 4)	



State of: OKLAHOMA County of: Tulsa
Subscribed and sworn to before me this 1st day of September, 2016
Notary Public: Ryan J. Foster
My Commission Expires: March 17, 2018

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based upon the on-site observations and the data comprising the above application, the Engineer certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

RECOMMENDED FOR PAYMENT

OWNER: City of McAlester
BY: _____
TITLE: _____
DATE: _____

AMOUNT CERTIFIED \$ 21,680.35

ENGINEER: Tetra Tech Date: 9-5-16

INSPECTOR: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECOMMENDED FOR PAYMENT

By: Tetra Tech
TITLE: Sr. Proj. Manager
DATE: 9-5-16

CONTRACTOR SCHEDULE OF VALUES

APPLICATION NO.: Three (3) FINAL

TO (OWNER):

City of McAlester

1st & Washington

McAlester, OK 74502

PROJECT:

Filter No. 5 Underdrain Replacement

Water Treatment Plant

FROM (CONTRACTOR):

L & L INVOICE NO. 3431

L & L Construction, Inc.

Page 2 of 3

P.O. Box 36

Jenks, OK 74037

(918) 299-2600

PERIOD OF ESTIMATE

From:	7/23/2016
-------	-----------

To: 8/31/2016

[illegible]

Material On Hand

L & L Construction, Inc.- Partial Pay Estimate No. One (1)

L & L INVOICE NO. 3431 Page 3 of 3

TO:

City of McAlester
1st & Washington
McAlester, OK 74502

PROJECT

Filter No. 5 Underdrain Replacement
Water Treatment Plant
McAlester, OK

Period of Estimate

From:	7/23/2016
-------	-----------

To:	8/31/2016
-----	-----------

FROM:

L & L Construction, Inc.
PO Box 36
Jenks, OK 74037
(918) 299-2600

ENGINEER

Tetra Tech
7645 E. 63rd St. #301
Tulsa, OK 74133

[illegible]

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

Bond No GR33943

PROJECT:
(name, address)
Filter No. 5 Media & Underdrain Replacement, Water Treatment Plant - McAlester, OK

TO (Owner)

**McAlester Public Works Authority
23 West Washington
McAlester, OK 74502**

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE: March 2016

CONTRACTOR:
**L&L Construction Inc
11900 S 33rd West Avenue
Sapulpa OK 74066**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

**Granite Re Inc
14001 Quailbrook Drive
Oklahoma City OK 73134**

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

**L&L Construction Inc
11900 S 33rd West Avenue
Sapulpa OK 74066**

, CONTRACTOR,

herby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

**McAlester Public Works Authority
23 West Washington
McAlester, OK 74502**

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 23rd day of August, 2016

Granite Re Inc

Surety Company

Signature of Authorized Representative

Attest:

(Seal):

Attorney-in-Fact Jamie Burris
Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 30th day of June, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 30th day of June, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Kathleen E. Carlson
Notary Public


GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
23rd day of August, 2016.




Kyle P. McDonald, Secretary/Treasurer



Project: McAlester OK WTP RFG Co. Contract/S.O.: 4143 T
Address: 28 E. Washington Report Date: June 23, 2016
City: McAlester State: OK Zip: 74502 Service Rep: Richard J. Winters
Phone: _____ Customer P. O.: _____

		SERVICE TIME (HOURS)				
DAY	DATE	TRAVEL	WORKED	O/T	MILEAGE	WORK COMPETED
SUN						
MON	6-20-16					
TUE	6-21-16					
WED	6-22-16		8 hrs			Inspection pre Construction
THU	6-23-16		8 hrs			Inspection pre Construction
FRI	6-24-16					
SAT						
TOTALS						

☐ Contract ☐ Per Diem - \$ _____ /Day ☐ Start-up ☐ Start-up Complete ☐ Warranty

Comments: I, Richard J Winters, constructed a pre construction inspection on the Floor Slab prior to installation of Trilateral Flame blocks. After a complete inspection of Floor I, Richard J Winters determined the Slab to be flat with no protrusions or depressions. Floor #1 which was also at the correct elevation to begin installation of Trilateral Flame blocks.

Floor Slab was constructed in a highly professional manner following Roberts Specifications.

**AUTHORIZED
CUSTOMER
SIGNATURE:**

LEL CONSTRUCTION, INC.

TITLE: RESIDENT

DATE: JUNE 23, 2016



ROBERTS SERVICES, INC.
180 Water Works Rd.
Coatesville, PA. 19320
Tele: 610-583-3131

Page: 1 of: 2

Project: Millers WTP RFG Co. Contract/S.O.: 1193 T
Address: 283 E. Washington St Report Date: July 22, 2016
City: Millers State: OK Zip: 74301 Service Rep: Robert L. Williams
Phone: _____ Customer P. O. _____

DAY	DATE	SERVICE TIME (HOURS)			MILEAGE	WORK COMPLETED
		TRAVEL	WORKED	O/T		
SUN						
MON	<u>7-18</u>					
TUE	<u>7-19</u>					
WED	<u>7-20</u>	<u>Arline</u>				
THU	<u>7-21</u>		<u>12.5 hrs</u>			<u>replaced media</u>
FRI	<u>7-22</u>					<u>upload of media</u>
SAT	<u>7-23</u>	<u>Arline</u>				
TOTALS						

() Contract () Per Diem - \$ _____ /Day () Start-up () Start-up Complete () Warranty

Comments: Performed maintenance on the tank and work on
submersible pump and line blocks. Tank was cleaned, all floats
were tightened properly and given a thorough checkline
test was done for 24 hrs with 12" of water to protect
interceptors from heat and damage.
Complete clean tank line, removal of 12" of sand at the
bottom under drain. and placement of 2 inch wash
cylinders were placed at rate of 15 gpm per foot of media, 25 gpm
in outlet chambers. After each 12" of media line
was replaced at 12" we found that the drain at end was
13". That is because the drain at end was 13" deep.

AUTHORIZED CUSTOMER SIGNATURE: Robert L. Williams TITLE: President DATE: 7-22-16

DOMESTIC FIELD SERVICE TERMS & CONDITIONS**1. AUTHORIZATION**

Two to four weeks prior to notice in writing to Roberts Services, Inc. ("Roberts") is normally required in requests for service by a Roberts field representative. Services shall not commence without an acceptable Purchase Order. Services performed shall be limited to the maximum dollar amount or time authorized in the Purchase Order. Robert's will normally notify the customer when the amount of services performed have reached 75% or more of the maximum amount authorized in the Purchase Order. Additional written authorization in the form of a supplemental Purchase Order is required in order to obtain service in excess of the maximum amount authorized in the original Purchase Order.

2. RESPONSIBILITY

Unless otherwise specifically authorized in writing, the field service representative shall act only in an advisory capacity, interpreting drawings, recommending sequence of work in erection, installation, start up, and repairs, or other services specifically included Roberts proposal. The Roberts field representative shall not be responsible for any acts of omission, commission, or the quality of workmanship of other than Roberts field employees. The representative shall not be responsible for any deficiencies caused by employees, contractors, sub-contractors or agents of the Owner failing to follow the instructions or advice of the representative. All materials, tools, equipment and facilities necessary for the actual execution of the work shall be supplied by others.

3. REPORTS

For acknowledgement purposes, daily Time Summary Reports prepared by Roberts service representatives require the signature of the Customer's job superintendent, or other authorized individual, acknowledging receipt. Any differences in interpretation of warranty responsibilities shall be indicated on each appropriate daily report.

4. RATES

The hourly rate for a Roberts service representative, whether straight time or overtime, is determined by the day of the week, and/or time of the week that the service is performed, according to the following:

- (a) **STRAIGHT TIME:** Straight time is defined as time worked on a regular schedule of eight hours per day between 7:00 AM and 6:00 PM Monday through Friday, or for the time worked on any other agreed upon schedule of eight hours per day, Monday through Friday. Each hour of straight time shall be paid at the straight time rate.
- (b) **OVERTIME:** Overtime is defined as time worked in excess of or at times other than the regular straight time schedule. Each hour of over time shall be paid at one and one-half times the straight time rate, except that hours worked in excess of sixteen per day, Monday through Saturday, and any hours worked on Sundays and holidays, shall be paid at two times the straight time rate. A "holiday" is any day observed by Roberts as a holiday.

NOTE: STRAIGHT TIME AND OVERTIME RATES MAY BE ESTABLISHED ON A DAILY, WEEKLY OR MONTHLY BASIS, IF APPROPRIATE, RATHER THAN ON THE HOURLY BASIS UNDER SUB-PARAGRAPH (a) ABOVE.

- (c) **STANDBY:** Standby time is defined as time, up to eight hours per day, Monday through Friday, during which the field service representative, during the course of his assignment, is available for work but is not working because of circumstances beyond Roberts control. Each hour of standby time shall be paid at the straight time rate.

NOTE: SHORTAGES OF MINOR ITEMS SUPPLIED BY ROBERTS SHALL NOT BE DEFINED AS STANDBY TIME CHARGEABLE TO ROBERTS.

5. TRAVEL TIME

Travel time is charged at straight time rates. Travel time to the jobsite destination may be dependent upon particular skills required to perform start-up and availability of the person closest to the particular jobsite, but may vary and shall be at Robert's discretion. The maximum travel time charged within the Continental U.S. shall be eight hours in each direction.

6. EXPENSES Roberts shall be paid by the customer, upon invoicing by Roberts for travel, living and incidental expenses as follows:

- (a) **TRAVEL EXPENSES:** If the field service representative uses a personal or Company automobile for transportation to the jobsite and return, or for daily work transportation, travel expenses shall be calculated at Roberts mileage rate prevailing at the time for such use, plus all tolls. If the field service representative does not use a personal or Company automobile, the actual cost of transportation (air or train fare, etc.) from/to Darby, PA shall be paid. Air or rail transportation will ordinarily be in coach, tourist, or economy class accommodations. First class accommodations will only be used under special circumstances, as for example: The unavailability or unsuitability of lesser accommodations.
- (b) **LIVING EXPENSES:** Roberts shall be paid, upon billing, for the field service representative's lodging, meals, and any other incidental expenses related to the job while the field service representative is at the jobsite, and while traveling to and from the jobsite.

7. INVOICING Invoices shall be rendered on a monthly basis and shall be payable within thirty (30) days. Roberts Services, Inc. reserves the right to refuse to provide field services for an account that is overdue.



ROBERTS SERVICES, INC.
180 WATER WORKS ROAD
COATESVILLE, PA. 19320
TELE: 610-583-3131

FIELD SERVICE REPORT

Page: 2 of: 2

RFG Co. Contract/S.O.: 1193T

Project: Mallaster WTP

Service Rep: Richard Winters

Comments: The R. 15 and project was suspended during placement
of ballast media. Test results from Tetra Tech company
(Tennessee) indicated both Sand Media and Ballast Media Samples
showed high project contamination.
Engineering firm (Tetra Tech) and Contractor (Lundberg)
The plan of taking (2) two additional samples to duplicate
compliance.
Project will be suspended until this problem has been
resolved.

Contractor performed media sample taking using the method
of pulled both sand and ballast media samples from a depth of
24 feet below top of water works.
Contract document state "Samples are to be taken during
placement of sand and ballast media in filter bed.
Contractor was given permission by Tetra Tech Engineer to
take samples prior to placement of filter bed.

AUTHORIZED CUSTOMER SIGNATURE: LEL CONSTRUCTION, INC.
James L. Anderson

TITLE: President

DATE: 7-22-16

DOMESTIC FIELD SERVICE TERMS & CONDITIONS**1. AUTHORIZATION**

Two to four weeks prior to notice in writing to Roberts Services, Inc. ("Roberts") is normally required in requests for service by a Roberts field representative. Services shall not commence without an acceptable Purchase Order. Services performed shall be limited to the maximum dollar amount or time authorized in the Purchase Order. Roberts will normally notify the customer when the amount of services performed have reached 75% or more of the maximum amount authorized in the Purchase Order. Additional written authorization in the form of a supplemental Purchase Order is required in order to obtain service in excess of the maximum amount authorized in the original Purchase Order.

2. RESPONSIBILITY

Unless otherwise specifically authorized in writing, the field service representative shall act only in an advisory capacity, interpreting drawings, recommending sequence of work in erection, installation, start-up, and repairs, or other services specifically included Roberts proposal. The Roberts field representative shall not be responsible for any acts of omission, commission, or the quality of workmanship of other than Roberts field employees. The representative shall not be responsible for any deficiencies caused by employees, contractors, sub-contractors or agents of the Owner failing to follow the instructions or advice of the representative. All materials, tools, equipment, and facilities necessary for the actual execution of the work shall be supplied by others.

3. REPORTS

For acknowledgement purposes, daily Time Summary Reports prepared by Roberts service representatives require the signature of the Customer's job superintendent, or other authorized individual, acknowledging receipt. Any differences in interpretation of warranty responsibilities shall be indicated on each appropriate daily report.

4. RATES

The hourly rate for a Roberts service representative, whether straight time or overtime, is determined by the day of the week, and/or time of the week that the service is performed, according to the following:

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- (b) OVERTIME: Overtime is defined as time worked in excess of or at times other than the regular straight time schedule. Each hour of over time shall be paid at one and one-half times the straight time rate, except that hours worked in excess of sixteen per day, Monday through Saturday, and any hours worked on Sundays and holidays, shall be paid at two times the straight time rate. A "holiday" is any day observed by Roberts as a holiday.

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**ROBERTS SERVICES, INC.**

180 Water Works Rd.
Coatesville, PA. 19320
Tele: 610-583-3131

Page: 1 of: 2

Project: Mt Pleasant WTP RFG Co. Contract/S.O.: 4193-T
Address: 28 E. Washington Report Date: Aug 23, 2016
City: Mt Pleasant State: OK Zip: 74502 Service Rep: Richard J. Winters
Phone: _____ Customer P. O. _____

DAY	DATE	SERVICE TIME (HOURS)			MILEAGE	WORK COMPLETED
		TRAVEL	WORKED	O/T		
SUN						
MON	<u>8-22</u>	<u>10 hrs</u>				
TUE	<u>8-23</u>		<u>7.5</u>			<u>Complete Filter #5</u>
WED	<u>8-24</u>	<u>9 hrs</u>				
THU						
FRI						
SAT						
TOTALS						

() Contract () Per Diem - \$ _____ /Day () Start-up () Start-up Complete () Warranty

Comments: 8-23-2016 - Contractor (P&H Construction) completed
the placement of remaining Anthracite media in filter bed #5.
Once placement was completed, Service Technician Services
performed a 7 minute air wash followed by a 10 min backwash.
Filter tank was then drained of all water and Contractor skimmed
all fines from top of anthracite media. Contractor then hosed
out high spots of anthracite within the filter bed.
Another 7 minute air wash and 10 minute backwash was
performed.
Contractor again hosed 2 areas within the filter bed and
moved excess to low areas.

AUTHORIZED
CUSTOMER
SIGNATURE: _____

TITLE: Gen. Supt. DATE: 8-23-16



ROBERTS SERVICES, INC.
180 WATER WORKS ROAD
COATESVILLE, PA. 19320
TELE: 610-583-3131

FIELD SERVICE REPORT

Page: 2 of: 2

RFG Co. Contract/S.O.: 4193.T

Project:

Middletown WTP OK

Service Rep:

Richard Roberts

Comments:

Another on work was performed by 7 minutes and
a 100 minute tank wash. After completion water was
checked and water had passed.

Witnessed by the following persons:

Timothy P. Krueger, PE - Tetra Tech

W. Kevin Walton, Co. Manager - Severn Trent Services

Jennifer S. Smith, City of Middletown - Environmental Programs Coordinator

All processes were performed to the contract specifications

Total media placed = 2' 8 1/2" and

Breakdown - 12" silica sand

18 1/2" anthracite

AUTHORIZED
CUSTOMER
SIGNATURE:

[Signature]

TITLE:

Asst. Supt.

DATE:

8-23-16



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016 **Item Number:** 11
Department: Engineering
Prepared By: Jennifer Santino, CFM **Account Code:** _____
Date Prepared: September 2, 2016 **Budgeted Amount:** _____
Exhibits: 1

Subject

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

Recommendation

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, Inc. for Phase II Stormwater Management Program activities during FY 2016-2017 for a fee not to exceed \$72,500.

Discussion

In July 2008, the City of McAlester City Council approved the selection of Meshek & Associates, PLC as the City's engineering consultant for the Phase II Stormwater Management Program. The Professional Services Agreement will allow Meshek & Associates, PLC to continue to keep the City in compliance with the ODEQ and NPDES Permit Phase II requirements.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		09/02/16
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>9-8-16</u>

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the _____ day of _____, 2016 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and Meshek & Associates, PLC, an Oklahoma s-corporation (herein the "**CONSULTANT**").

W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with MS4 Program Assistance (herein the "**Project**") prepared, and

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

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

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

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work dated _____, 2016 in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

WHEREAS, the CONSULTANT has submitted a Fee Proposal for the aforesaid work dated _____, 2016 in the "Compensation Form" attached hereto and made a part hereof as **Exhibit B** (herein the "**Compensation**"), and

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

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

1.00 SCOPE OF AGREEMENT

The CONSULTANT shall perform those services enumerated in the Scope of Services. The CITY shall pay the CONSULTANT in accordance with the terms of the Fee Proposal in the form attached and made a part hereof as **Exhibit B**. If so specified in the Scope of Services, the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

2.00 ADDITIONAL SERVICES

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

3.00 NOTICE TO PROCEED

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

4.00 CONSULTANT'S PERSONNEL

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

5.00 CONFLICT OF INTEREST

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

6.00 DISPUTES

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

7.00 ESTIMATES

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions except with regard to the CONSULTANT's services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT's experience and qualifications and represent the CONSULTANT's best judgment as a design professional familiar with the construction industry.

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

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

9.00 COMPLIANCE WITH LAWS

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

10.00 TERMINATION

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

11.00 OWNERSHIP OF DOCUMENTS

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

12.00 CONFERENCES AND VISITS TO SITE

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

13.00 CONSULTANT'S ENDORSEMENT

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

14.00 CONTROL

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices,

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

15.00 REVISIONS OF PLANS

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

16.00 DELAYS AND EXTENSIONS

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

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

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

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

17.00 REIMBURSEMENT FOR EXPENSES

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

18.00 CLAIMS, LIABILITY AND INDEMNITY

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

18.02. Indemnity. The CONSULTANT shall indemnify and hold the CITY and the CITY's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Engineer, its employees and its consultants in the performance of professional services under this Agreement. The Engineer's duty to indemnify the CITY under this provision shall be limited to the available proceeds of insurance coverage.

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

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

CONSULTANT shall furnish CITY certificates of insurance showing the policies are current. Additional certificates of insurance may be requested monthly as proof that the policy is current.

19.00 EQUAL EMPLOYMENT OPPORTUNITY

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

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

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

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

21.00 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

[Signatures to Follow on Next Page]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF McALESTER

Meshek & Associates, PLC

By: _____

Steve Harrison, Mayor

By: _____

Its: Principal Engineer

CONSULTANT's Mailing Address:

1437 South Boulder Avenue, Suite 1550

Tulsa, OK 74119

CONSULTANT's Telephone Number:

(918) 392-5620

CONSULTANT's Facsimile Number:

(918) 392-5621

ATTEST:

By: _____

City Clerk

EXHIBIT A

SCOPE OF PROJECT. The PROJECT shall consist of assistance to the City of McAlester in meeting the requirements of the Municipal Separate Storm Sewer Program (MS4) set forth by the Oklahoma Department of Environment Quality and the US Environmental Protection Agency for the 2016-2017 fiscal year as described in the updated SWMP and OKR04 Permit. This will include assisting with the implementation of the City's Storm Water Management Program including Best Management Practices that have been identified previously and other actions for Minimum Control Measures (MCM's) identified in the SWMP. The PROJECT will also include working with the City to prepare an annual report in 2017 as described in the new permit. The PROJECT may include other miscellaneous engineering services as directed by the CITY.

EXHIBIT B

COMPENSATION FORM.

The total COMPENSATION for this project shall not exceed Seventy Two Thousand, Five Hundred Dollars (\$72,500) without written approval from the CITY. An amount equal to the cumulative hours charged to the PROJECT by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the PROJECT, plus reimbursable expenses and Engineer's consultants' charges, if any. A listing of the employee classification, hourly rates and expenses is included as EXHIBIT B-1.

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

An estimated Fee Schedule is included below:

<i>PHASE II STORMWATER MANAGEMENT PROGRAM ASSISTANCE BUDGET</i>		
		Cost
B.1.1.	Task 1 - Provide Assistance for Program Management, Implementation Strategies, Costs, and Recommendations for 2016-2017 Activities for Each Minimum Control Measure (MCM)	
		\$ 65,000.00
	a. MCM-1: Public Education and Outreach on Storm Water Impacts	
	b. MCM-2: Public Involvement	
	c. MCM-3: Illicit Discharge Detection and Elimination	
	d. MCM-4: Construction Site Storm Water Runoff Control	
	e. MCM-5: Post Construction Storm Water Control	
	f. MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations	
B.1.2.	Task 2 -Annual Report	\$ 7,500.00
	a. Prepare Report	
	b. Submit to ODEQ	
B.1.3.	Total	\$ 72,500.00

EXHIBIT B-1

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates:

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

Project Principal II	\$	220/hour
Project Principal I	\$	195/hour
Project Manager	\$	130/hour
Senior Project Engineer	\$	165/hour
Project Engineer	\$	110/hour
Engineer Intern	\$	90/hour
Engineering Technician	\$	70/hour
CAD Technician	\$	65/hour
ROW/ Grant Project Manager	\$	165/hour
Planner	\$	155/hour
Acquisition/Relocation Agent II	\$	140/hour
Acquisition/Relocation Agent I	\$	95/hour
Real Estate Trainee	\$	75/hour
3 Man Survey Crew	\$	200/hour
2 Man Survey Crew	\$	160/hour
Survey Crew Chief	\$	110/hour
Survey Crew Technician	\$	50/hour
GIS Project Principal	\$	175/hour
GIS Project Manager	\$	120/hour
GIS Specialist II	\$	115/hour
GIS Specialist I	\$	95/hour
GIS Technician	\$	75/hour
Clerical II	\$	90/hour
Clerical I	\$	55/hour



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>12</u>
Department:	<u>City Council</u>	Account Code:	<u></u>
Prepared By:	<u>Missy Garrett</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 6, 2016</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon, authorization of an Acknowledgement and Release of Liability for the donation of McAlester Police Department expired bullet proof vests to Hartshorne Police Department.

Recommendation

Motion to authorize an Acknowledgement and Release of Liability for the donation of McAlester Police Department expired bullet proof vests to Hartshorne Police Department.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

9-8-16

CITY OF MCALESTER

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

The City of McAlester, Oklahoma and The McAlester Police Department (*Donor*) and the City of Hartshorne, Oklahoma and Hartshorne Police Department (*Recipient*) have entered into an agreement for the contribution of equipment declared to be no longer suitable for use by the *Donor*.

Specifically, the City of McAlester, Oklahoma has authorized The McAlester Police Department to donate to *Recipient* used bullet-resistant vests that have been determined to be surplus, and are not represented or warranted by *Donor* to meet any standard of quality, safety, design, or suitability for any use.

Now, therefore, in consideration of the foregoing, the said undersigned *Recipient*, being fully authorized to do so, does hereby acknowledge receipt of said equipment and accepts it in its "AS IS, WHERE IS" condition and without warranty of any kind, express, or implied, and release, acquit, and forever discharge, hold harmless and agree to indemnify *Donor*, their agents, servants, and successors from any and all claims for damages, causes of action, demands, rights, expenses and compensation whatever for and by virtue of the fact that said *Donor* has conveyed unto the said *Recipient*, its employees and agents from which any such damages, causes of action, and demands which may arise, including but not limited to, personal injury, dismemberment, disability, or death. Nothing in this agreement shall act as a waiver of any of the protections or immunities provided under the Oklahoma Governmental Tort Claims Act. Title 51 O.S. § 151 et. seq.

THE RECIPIENT ENTERS INTO THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY AND UNDERSTANDS THAT BY THIS SIGNATURE THE RECIPIENT ASSUMES RISKS AND WAIVES SUBSTANTIAL RIGHTS, AGREEING NOT TO SUE THE CITY OF MCALESTER, MCALESTER POLICE DEPARTMENT, AND TO RELEASE, INDEMNIFY, AND HOLD THE CITY OF MCALESTER, THE MCALESTER POLICE DEPARTMENT, AND ITS EMPLOYEES, HARMLESS FROM, ANY AND ALL, LIABILITY AND CLAIMS RELATED THERETO.

Signed this ____ day of _____, 2016.

Recipient Signature

Print Name



McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: September 6, 2016

Item Number: 13
Account Code: _____
Budgeted Amount: _____
Exhibits: 3

Subject

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

Recommendation

Motion to approve the purchase of 6, 5" to 4" storz reducers, to be place on the ladder truck. Approx. cost 870.00 Purchases 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.

Discussion

Administration recommends approval of this purchase. Only two quotes available due to limited resource companies.

Approved By

Department Head
City Manager

P. Stasiak

Initial
BB

A handwritten signature in blue ink, appearing to be "P. Stasiak".

Date

09//06/2016

9-8-16

County Funds
Ladder Truck



"Protection of Life and Property is Our Goal"

Fire & Safety Co., Inc.

Quotation

PO Box 1214 927 South 4th Street
Chickasha, Oklahoma 73023
Federal ID # 73-1032744
Phone: 405-224-2596 Fax: 405-224-2653
Toll Free: 1-800-654-4060

To: McAlester FD
Attn. David

mrperry617@yahoo.com

Quotation Date: 8/30/2016

Estimated Ship Date: 3 Wks ARO

Shipped Via: Best Way

F.O.B. Fire Dept.

Terms: Net 30

Quantity	Description	Unit Price	Total
6	Harrington - HSTS 50-40R - 5" storz x 4" storz adapter.	\$145.00	\$ 870.00
No shipping charges.			

Richard Payne

Richard Payne--Sales Manager

**This quotation is valid for 30 days. Thereafter it is subject to change without notice.
Thank you for your continued support of Oklahoma owned and operated businesses and the
Oklahoma economy.**

OK FIRE, L.L.C.

PO Box 729
McAlester, OK
74502

ESTIMATE

McAlester Fire Department
28 E Washington
McAlester, OK 74501

Date	ESTIMATE
8/18/2016	512

P.O. No.	Terms	PROJECT
	Due on receipt	

Description	Qty	Rate	Total
5" NHF TO 4" NHF STORZ REDUCER	1	145.00	145.00
6" X 2.5 X 2.5 NHF SIAMESE STEAMER ADAPTER	1	1,360.00	1,360.00
2.5 NHF X 4" STORZ	1	124.00	124.00
PLUGS	2	28.00	56.00
PLUS SHIPPING*			
Subtotal			\$1,685.00

E-mail	Phone #
okfire_llc@yahoo.com	918-423-1117

Sales Tax (0.0%)	\$0.00
Total	\$1,685.00

Signature _____

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

9/6/2016
2:44:56PM

Appropriation Ledger

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

Fiscal Year 2015-2016

Dist.	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	7/6/2015	CARRYOVER BALANCE			\$74776.77				74,776.77	0.00	74,776.77
	7/30/2015	VICARS FURNITURE	000867	\$6,000.00					74,776.77	6,000.00	68,776.77
	8/3/2015	MONTHLY APPROPRIATION			\$5180.54				79,957.31	6,000.00	73,957.31
	8/10/2015	TRANSFER			\$1726.20				81,683.51	6,000.00	75,683.51
	8/17/2015	TECH RESQ	001399	\$3,800.00					81,683.51	9,800.00	71,883.51
	8/27/2015	THE FIRE STORE	001694	\$1,478.94					81,683.51	11,278.94	70,404.57
	9/8/2015	MONTHLY APPROPRIATION			\$5403.75				87,087.26	11,278.94	75,808.32
	9/14/2015	VICARS FURNITURE	000867			\$6,000.00	9/24/2015	000261	81,087.26	5,278.94	75,808.32
	9/21/2015	WEDDLE SIGNS	002373	\$1,212.00					81,087.26	6,490.94	74,596.32
	9/21/2015	MUSKOGEE COMMUNICATI	002374	\$3,945.10					81,087.26	10,436.04	70,651.22
	9/21/2015	DEFRANGE AUTO	002377	\$400.00					81,087.26	10,836.04	70,251.22
	9/21/2015	TECH RESQ	001399		\$-2045.00				81,087.26	8,791.04	72,296.22
	9/21/2015	TECH RESQ	001399			\$1,755.00	10/5/2015	000279	79,332.26	7,036.04	72,296.22
	9/28/2015	TRANSFER			\$-10000.00				69,332.26	7,036.04	62,296.22
	10/5/2015	MONTHLY APPROPRIATION			\$4613.33				73,945.59	7,036.04	66,909.55
	10/26/2015	THE FIRE STORE	001694			\$1,478.94	11/5/2015	000409	72,466.65	5,557.10	66,909.55
	11/2/2015	MONTHLY APPROPRIATION			\$5508.47				77,975.12	5,557.10	72,418.02
	11/16/2015	WEDDLE SIGNS	002373			\$1,212.00	11/30/2015	000490	76,763.12	4,345.10	72,418.02
	11/16/2015	DEFRANGE AUTO	002377			\$400.00	11/30/2015	000491	76,363.12	3,945.10	72,418.02
	12/7/2015	MONTHLY APPROPRIATION			\$5005.47				81,368.59	3,945.10	77,423.49
	1/4/2016	MONTHLY APPROPRIATION			\$4534.92				85,903.51	3,945.10	81,958.41
	2/1/2016	MONTHLY APPROPRIATION			\$5432.06				91,335.57	3,945.10	87,390.47
	2/11/2016	MOTOROLA SOLUTIONS	006388	\$777.60					91,335.57	4,722.70	86,612.87
	2/16/2016	MUSKOGEE COMMUNICATI	002374		\$-9.00				91,335.57	4,713.70	86,621.87
	2/16/2016	MUSKOGEE COMMUNICATI	002374			\$3,936.10	3/17/2016	000843	87,399.47	777.60	86,621.87
	3/7/2016	MONTHLY APPROPRIATION			\$4982.00				92,381.47	777.60	91,603.87
	3/7/2016	TRANSFER			\$-10000.00				82,381.47	777.60	81,603.87
	3/9/2016	OK FIRE	007140	\$4,598.50					82,381.47	5,376.10	77,005.37
		Year Total:		\$22,212.14	\$-2,054.00	\$14,782.04			\$82,381.47	\$5,376.10	\$77,005.37

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

PITTSBURG COUNTY CLERK HOPE TRAMMELL	9/6/2016 2:44:56PM
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Appropriation Ledger

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

Fiscal Year 2015-2016

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment Amount</u>	<u>Amount Approved</u>	<u>Paid</u>	<u>Warant Number</u>	<u>Unexpended</u>	<u>Unliquidated Encumbrances</u>	<u>Unencumbered</u>
	3/30/2016	PENGUIN MANAGEMENT IN	007811	\$228.78					82,381.47	5,604.88	76,776.59
	4/4/2016	MONTHLY APPROPRIATION			\$5610.07	MARCH 2016			87,991.54	5,604.88	82,386.66
	4/11/2016	MOTOROLA SOLUTIONS	006388			\$777.60	4/26/2016	001112	87,213.94	4,827.28	82,386.66
	4/18/2016	PENGUIN MANAGEMENT IN	007811			\$228.78	4/29/2016	001161	86,985.16	4,598.50	82,386.66
	4/25/2016	OK FIRE	007140		\$-365.50				86,985.16	4,233.00	82,752.16
	4/25/2016	OK FIRE	007140			\$4,233.00	5/5/2016	001202	82,752.16	0.00	82,752.16
	5/2/2016	MONTHLY APPROPRIATION			\$5206.35	APRIL 2016			87,958.51	0.00	87,958.51
	6/6/2016	MONTHLY APPROPRIATION			\$4771.27	MAY 2016			92,729.78	0.00	92,729.78
	6/6/2016	Range Totals:		\$22,440.92	\$-2,419.50	\$20,021.42					

Year Total:	\$22,440.92	\$-2,419.50	\$20,021.42	\$92,729.78	\$0.00	\$92,729.78
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* Paid column reflects the date on which the warrant was cancelled or void.

PITTSBURG COUNTY CLERK 9/6/2016
HOPE TRAMMELL 2:45:23PM

Appropriation Ledger

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

Fiscal Year 2015-2016

Dist.	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	7/6/2015	CARRYOVER BALANCE			\$8369.23				8,369.23	0.00	8,369.23
	9/21/2015	MUSKOGBE COMMUNICATI	002375	\$1,268.00					8,369.23	1,268.00	7,101.23
	9/21/2015	DEFRANGE AUTO	002376	\$2,125.00					8,369.23	3,393.00	4,976.23
	9/28/2015	TRANSFER			\$10000.00				18,369.23	3,393.00	14,976.23
	10/2/2015	CHIEF FIRE & SAFETY	002763	\$5,835.00					18,369.23	9,228.00	9,141.23
	11/16/2015	DEFRANGE AUTO	002376			\$2,125.00	11/30/2015	000492	16,244.23	7,103.00	9,141.23
	11/23/2015	CHIEF FIRE & SAFETY	002763		\$-20.00				16,244.23	7,083.00	9,161.23
	11/23/2015	CHIEF FIRE & SAFETY	002763			\$5,815.00	12/2/2015	000522	10,429.23	1,268.00	9,161.23
	2/1/2016	RESCUE RESPONSE GEAR	006018	\$5,565.30					10,429.23	6,833.30	3,595.93
	2/11/2016	CHIEF FIRE & SAFETY	006387	\$845.00					10,429.23	7,678.30	2,750.93
	3/7/2016	TRANSFER			\$10000.00				20,429.23	7,678.30	12,750.93
	3/7/2016	MUSKOGEE COMMUNICATI	002375			\$1,268.00	3/23/2016	000941	19,161.23	6,410.30	12,750.93
	4/11/2016	RESCUE RESPONSE GEAR	006018		\$100.00				19,161.23	6,510.30	12,650.93
	4/11/2016	CHIEF FIRE & SAFETY	006387		\$20.00				19,161.23	6,530.30	12,630.93
	4/11/2016	RESCUE RESPONSE GEAR	006018			\$5,665.30	4/29/2016	001113	13,495.93	865.00	12,630.93
	4/11/2016	CHIEF FIRE & SAFETY	006387			\$865.00	4/25/2016	001114	12,630.93	0.00	12,630.93
	4/11/2016	Range Totals:		\$15,638.30	\$100.00	\$15,738.30					

Year Total: \$15,638.30 \$100.00 \$15,738.30 \$12,630.93 \$0.00 \$12,630.93

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

9/6/2016
2:46:05PM

Appropriation Ledger

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

Fiscal Year 2016-2017

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/5/2016	CARRYOVER BALANCE			\$97494.37	CARRYOVER FROM 2015-2016			97,494.37	0.00	97,494.37
	8/1/2016	MONTHLY APPROPRIATION			\$4629.78	JULY 2016			102,124.15	0.00	102,124.15
	8/23/2016	PENGUIN MANAGEMENT IN	001745	\$211.71					102,124.15	211.71	101,912.44
	8/23/2016	Range Totals:		\$211.71	\$0.00	\$0.00					

Year Total:

\$211.71

\$0.00

\$0.00

\$102,124.15

\$211.71

\$101,912.44

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

Page 1 of 1

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

9/6/2016
2:46:23PM

Appropriation Ledger

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

Fiscal Year 2016-2017

<u>Dist</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/5/2016	CARRYOVER BALANCE			\$12630.93	CARRYOVER FROM 2015-2016			12,630.93	0.00	12,630.93
	7/14/2016	CHIEF FIRE & SAFETY	000499	\$4,950.00					12,630.93	4,950.00	7,680.93
	7/14/2016	Range Totals:		\$4,950.00	\$0.00	\$0.00					

Year Total:	\$4,950.00	\$0.00	\$0.00	\$12,630.93	\$4,950.00	\$7,680.93
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* Paid column reflects the date on which the warrant was cancelled or void.



McAlester City Council

AGENDA REPORT

5

Meeting Date:	<u>September 13, 2016</u>	Item Number:	<u>14</u>
Department:	<u>Fire Department</u>	Account Code:	<u></u>
Prepared By:	<u>Brett Brewer</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 6, 2016</u>	Exhibits:	<u>5</u>

Subject

Discussion and possible action on approval of an agreement with Oklahoma Department of Agriculture, Food and Forestry, Department of Defense to accept the release and transfer of one used 2010 freightliner semi tractor.

Recommendation

Motion to approve the agreement.

Discussion

The purpose of this agreement is to allow the McAlester Fire Department to accept the property transfer of an 2010 freightliner semi tractor. This vehicle is being given to us by Oklahoma Department of Agriculture, Food and Forestry, Department of Defense.

Approved By

		Initial	Date
Department Head		BB	09/06/2016
City Manager	P. Stasiak	<u>PJS</u>	<u>9-8-16</u>



**OKLAHOMA
DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY
DEPARTMENT OF DEFENSE
FIREFIGHTING PROPERTY AGREEMENT**

By and between
Oklahoma Department of Agriculture, Food and Forestry

And

Cooperator Number: _____ SSPD: Koda Date (mm/dd/yy) _____ ✓
Name: _____ ✓
Address: _____ ✓
City: _____ OK Zip: _____ Phone: _____ ✓

This agreement, by and between the Oklahoma Department of Agriculture, Food and Forestry, an agency of the State of Oklahoma, herein referred to as "Forestry Services" and the cooperating party named herein referred to as the "Cooperator", set forth the following:

The Forestry Services, as set forth by Oklahoma Statutes, O.S. Title 2 Sections 16-8, 16-72, 16-74 and Title 19 Section 901.61, is responsible for the prevention, suppression of forest and wildland fires in the state, and

It has been determined advantageous to the Forestry Services in the proper discharge of its mandated responsibilities to the citizens of Oklahoma for forest and wildland fire control,

Therefore, on the date recorded above, the parties to this Agreement do set forth the following:

Forestry Services Agrees:

1. To make available the equipment described as follows:

DDOK ID Number: _____
Year: _____ Make _____ Model _____
Serial No. _____ Tag No. _____

2. To provide DOD Firefighting Property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the Fire Department.

3. To provide proper licensing for all DOD Firefighting Property to be used on the roadways of the State of Oklahoma.
4. To provide technical and informational support and assistance, upon request, in converting DOD Firefighting Property into fire suppression apparatus.

The Cooperator Agrees:

1. The Cooperator Agrees to place the equipment acquired under this Agreement in operational condition and use as outlined below:
 - a. Operational condition of the equipment will be in accordance to the "Specifications for Operability" provided by Forestry Services at the time of acquisition.
 - b. The Cooperator will notify Forestry Services when the equipment is in operational condition so that an inspection of the equipment can be made.
 - c. Operational condition of the equipment will be achieved within 180 days of its acquisition from Forestry Services. Forestry Services may extend this time frame up to one year upon written request and approval.
 - d. If equipment acquired through this agreement is not in operational condition after such an extension, this agreement will become null and void, and the equipment will be returned to Forestry Services at the Cooperator's expense. Any improvements, equipment or modifications made to a vehicle may be removed prior to repossession at the Cooperator's expense.
2. The following applies to any vehicle acquired through this agreement:
 - a. Cooperator will carry liability insurance and provide proof of such insurance to Forestry Services upon its acquisition and renewal dates. Such policy must be in compliance with State minimum amounts and name Forestry Services as an "additional insured" until title is transferred.
 - b. Should this vehicle become inoperable and beyond repair during the term of this agreement, the vehicle will be returned to the Forestry Services at the Cooperator's expense.
 - c. The vehicle will be housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this Agreement.
 - d. The Cooperator will bear the entire cost of maintenance, repair, and operation of this vehicle while in the Cooperator's possession.
3. Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the Cooperator has jurisdictional authority.
4. Indemnify and hold harmless Forestry Services and its officers, directors, agents and employees from any liability related to this equipment, including but not limited to the use and repair thereof.

It is Mutually Agreed and Understood:

1. Forestry Services will provide the Cooperator Legal Title to the equipment acquired under the terms of this agreement within 12 months after the date of this agreement. Such transfer of title

is contingent on the Cooperator meeting the "Specifications for Operability" at the end of this time frame.

2. Upon transfer of Title, the Cooperator will surrender the State license plate (if equipment is a vehicle) to the Forestry Services.
3. Property that requires Demilitarization (DEMIL Code C, D and F) will not be acquired in this program.
4. Equipment acquired under this agreement shall not be used for speculative purposes.
5. The Cooperator accepts equipment "as is", "where is" and in the condition received without any warranties of any kind, either expressed or implied, being made by the Oklahoma Department of Agriculture, Food and Forestry - Forestry Services. Neither the Department nor Forestry Services is a dealer, manufacturer, nor otherwise in the business of selling or dealing in goods such as described in this agreement.
6. Cooperator will provide access to and the right to examine all records, books, paper or documents in whatever format relating to DOD firefighting property transfers under 10 U.S.C. 2576b to the Forest Service, the Oklahoma Forestry Services and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representative.
7. Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in Federal and State regulations and program and property management requirements.

This agreement will be effective from the date of execution by the Director of Forestry Services and Cooperator. If the terms of this agreement are not met, the agreement will be terminated within thirty (30) days of written notice. IN WITNESS THEREOF, the parties, by and through their duly qualified and/or acting officials, have hereunto set their hands and seals.

Fire Chief Signature

Date

Mayor or Board Chairman Signature

Date

Print Fire Chief Name

Date

Print Mayor or Board Chairman

Date

FOR OFFICAL USE ONLY

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY
FORESTRY SERVICES DIVISION

George Geissler

Date

Director, Forestry Services Division

Witness

Date

FIREFIGHTER PROPERTY TRANSFER RELEASE

by and between

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY**FORESTRY DIVISION**

FIRE DEPARTMENT

AUTHORITY: Under authority of the Economy Act. 31 U.S.C. 1535 and 10 U.S.C. 2476b, this authorizes the Department of Defense (DOD) to transfer Firefighting Property to the State Forestry Agency. Title 74 of the Oklahoma Statutes, Section 62.8 as amended, authorizes the Oklahoma Department of Agriculture, Food and Forestry to transfer title or ownership of said property to fire departments.

The Fire Department acknowledges the receipt of title for the following vehicle or ownership of the following equipment and accepts all rights and responsibilities as owner:

Description	VIN or Serial Number	Tag Number
-------------	----------------------	------------

State Number	Milstrip Requisition Number
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Fire Chief	Mayor or Board Chairman
------------	-------------------------

Date	Date
------	------

FOR OFFICIAL USE ONLY	Oklahoma Department of Agriculture, Food and Forestry
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George Geissler, Director, Oklahoma Forestry Services	Witness
---	---------

Date	Date
------	------

ODAFF FFP Release ~ 2/15/11

VEHICLE SPECIFICATION FOR OPERABILITY EMERGENCY RESPONSE OR SERVICE COMPANY VEHICLE

Notify the Oklahoma Forestry Services and your Rural Fire Coordinator when your fire department is ready for an operational inspection.

Specification Checklist

- ☐ Truck and all mounted equipment must be painted an appropriate emergency response color.
- ☐ Truck to be equipped with emergency lighting and siren.
- ☐ Manufactures Gross Vehicle Rating (GVWR) of the vehicle is not to be exceeded.
- ☐ Provide evidence of current liability insurance on the vehicle.
- ☐ Vehicle is housed, covered, or otherwise protected from vandalism, theft and the elements.

Operational condition must be achieved within 180 days of its acquisition from Forestry Services. Forestry Services may extend this time frame up to one year upon written request and approval.

Fire Chief _____ Date _____

Fire Coordinator: _____ Date _____

Forestry Services: _____ Date _____

Title to be made out to: _____

Mileage: _____







McAlester City Council

AGENDA REPORT

Meeting Date: September 13, 2016
Department: Mayor/Council
Prepared By: Cora Middleton, City Clerk
Date Prepared: September 8, 2016

Item Number: 15
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, discuss and act upon, list of significant changes to the City of McAlester Code of Ordinances recommended by MuniCode during the required recodification. Final draft to be included.

Recommendation

For discussion and possible action.

Discussion

By Charter, the City of McAlester is required to recodify its' Code of Ordinances every 10 years. The City is in the process of that recodification and is at the final draft stage. The attached list of recommended changes by MuniCode with comments from staff is included for Council review. Some of the recommended changes are significant enough that they could remove sections that had been placed in the Code for specific reasons. City Attorney Ervin wants the Council's direction on which of these changes are acceptable and which are not acceptable.

Approved By

Department Head

Initial
CM

Date
09.08.16

City Manager

[Signature]

9-8-16

Code Review: Changes Recommended by Municode

(unless noted otherwise)

<u>Chapter</u>	<u>Page No.</u>	<u>Description of Recommended Change</u>
1	34	Removing obsolete language
	35	Removing Statutory reference - definition added
2	49	Removing initial terms of the Board of Ethics members
	52-56	Removing Sec. 2-70, in its entirety and incorporating it into the Personnel Manual adopted by reference.
	56-64	Removing Sec. 2-81, in its entirety and incorporating it into the Personnel Manual adopted by reference.
	70	Removing the word McAlester throughout the Code.
	73-75	Removing Article VI. Employee Benefits, in its entirety and incorporating them into the Personnel Manual adopted by reference.
	75	Amending Sec. 2-349 b, changing State Statute Reference.
6	ALL	Police Chief Wansick comments that these ordinances may be affected by State Question 792.
6	85	Footnote No. 14; Sec. 6-26, asking if the City wants to add an exception from State Statute 37, 516.
	86	Footnote No. 15; Sec. 6-28 b, asking if the City wants to replace language of this subsection.
	90	Sec. 6-57 & 6-58, Veteran's Day is not included in State Statute.
	91 & 92	Sec. 6-79, Suggest review of all taxes imposed under this section.
10	98-117	Footnote No. 27, Suggest reorganization of the articles of this chapter and other footnotes suggesting additional reorganizational and topical clarifications.
18	150	Sec. 18-243, Penalty; Duplicative penalty provision is stricken.
22	170-171	Footnote No. 38; Sec. 22-93; Registration of peddlers and solicitors engaged in interstate commercs.= Licensing and registrations requirements for solicitors have been held to violate the First Amendment freedom of speech protections. (Case noted)
26	183	Sec. 26-88; asking if the City wishes to keep the violation.
38	196	Civil Defenses and emergency services are combined and Civil defense is changed to emergency management throughout section to conform with current state and federal statutes. Sec. 38-1; Fallout protection in public buildings & Sec. 38-2; powers, duties of fallout shelter managers.-- Footnote No. 42, Are these fallout provisions obsolete?
	203	Sec. 38-80; Fire Chief Brewer wants to add Chief of Fire.
50	242	Sec. 50-2; False Fire Alarms - Footnote No. 43, section is adopted by reference in the offenses chapter. Does the City wish to retain it here?
	244	Sec. 50-32; Fire Chief Brewer wants to insert "EMS" between "any amounts"

54	252	Sec. 54-46; Indoor workplace. Footnote No. 44, Conformed to statute cited.
		Sec. 54-47; State and county owned buildings. Footnote No. 45, Stricken as beyond the City's authority to regulate state and county buildings.
	253	Sec. 54-49; Smoking rooms. Footnote No. 46, Conformed to cited statute.
	254	Sec. 54-50; Exemptions (12). Footnote No. 47, Obsolete provision is stricken.
58	269	Sec. 58-96; Separability of provisions. Footnote No. 49, Duplicative penalty section is stricken.
62	271	Footnote No. 50, Provisions regarding opening and closing public ways have been moved to the streets chapter.
		Sec. 61-1; Definitions. Footnote No. 51, Duplicative provisions are stricken.
	280	Sec. 62-109; Invalidity of a part; repeal of conflicting ordinances. Footnote No. 52, Supplicatice severability provision is stricken.
	282	Sec. 62-58; Composition; appointment, terms of members. Footnote No. 54, Obsolete language is stricken.
		Sec. 62-128; Zoning clearance permit required. (subsection e) Required form. Footote No. 55, Form omitted.
	370	Sec. 62-363; Penalty. Footnote No. 56, Duplicative penqlty is stricken.
		Sec. 62-364; Separability of provisions. Footnote No. 57, Duplicative severability section is stricken.
	371	Sec. 62-515; Standard specifications for storm drainage. Foornote No. 58, This section was moved into tis article from the former environment chapter. Did the city intend its repeal by the adoption of this land development chapter?
74	408-414	Chapter 74. Sec. 74-1 through 74-66; Appears that the recommendation is to remove this section in its entirety. Footnote No. 59, It appears that these very old provisions were intended to be repealed by the provisions of the city zoning ordinance regarding manufactured and mobile homes.
82	416	Sec. 82-05, Loitering or sleeping in public places or on property of another after midnight. Police Chief Wansick recommends a review by the City Attorney as to ordinance being constitutional.
	417-424	Article II. Offenses against Public Authority, Sec. 82-26 through 82-138; Footnote 60, The stricken provisions are adopted by reference in section 82-2. "Removing the entire section"
		Police Chief Wansick comments to retain this ordinance as it is inclusive of City employees such as Codes, water, etc..... State statute is not. Sections 82-26 through 82-29.
		Sec. 82-75; Bypassing utility meters, damaging, tampering with, etc., utility property: theft of cable television signals. Chief Wansick recommends retaining, State Statute does not address theft of water.
		Sec. 82-78; Unlawful Entry. Chief Wansick recommends retaining as it has been tailored to fit the City's needs which State Statute does not address.
		Sec. 82-101; Removal of door, lock, etc., from discarded refrigerators, similar containers. Chief Wansick recommends retaining as it is more inclusive than State Statute and fits the City's needs better.
		82-119; Discharging firearms, air rifles, bb guns. Chief Wansick recommends retaining as State Statute allows cities to prohibit but does not prohibit the action itself.
		Sec. 82-120; making, possessing or using Molotov cocktails, other bombs. Chief Wansick states that he was unable to locate a state statute that applies.

	425	Sec. 82-32; Furnishing of tobacco products to minors prohibited; proof of age; fines; multiple violations. Footnote No. 61, section has not been stricken, although the cited statute is similar, due to the specific penalty provisions.
	431-435	Article VII. Offenses Against Public Morals, Sec. 82-191 through 82-167, stricken without any recommendation.
	439	Sec. 82-147; Noise Generally. Footnote 62, Was this section intended to repeal the next section?
86	447	Sec. 86-1; Department and superintendent generally. Director Priddy suggests that Airport and Tourism divisions be removed from this section.
	448-449	Article II; Municipal Golf Course Advisory Board; Sec. 86-23 through 86-24; Director Priddy questions if this section is still needed.
102	495-497	Sec. 102-3 through 102-6; Footnote No. 64, Duplicative of adoption of State statutes above.
		Sec. 102-11; Accident Reports and Sec. 15-1; Penalty, Same as above footnote.
	499	Sec. 102-17; Careless driving. And Sec. 102-18; Driving: licensing of vehicle, Footnote No. 65, This is essentially the same as 47 O.S. § 11-901, reckless driving, which includes a prohibition of careless driving.
		Chief Wansick and Court Clerk recommend retaining Sec. 102-17; Careless driving as it fits the needs of the City of McAlester better than State Statute.
		Sec. 102-19; Mechanical inspections; display of inspection stickers, Footnote No. 66, Requirement for inspection stickers was repealed effective May 23, 2001.
	514	Sec. 102-231 through 102-243; Bicycle ordinances. Chief Wansick states that these ordinances have not been enforced for the last several decades and recommends reviewing and possibly removing.
	511	Division 2. Parking Meters. Court Clerk asks if we still need this in Code as the City no longer has parking meters.

Codification Review Notes

Chapter 18

Buildings and Construction

1. Renumbering doesn't seem necessary with the amount of reserved sections throughout the Chapter. This would create problems in the future for materials and forms utilized by the departments. Suggest leaving the sections as is, rather than renumbering.
2. Charter cross references are missing throughout the Chapter. Is this acceptable?
3. Sec 18-60(1)(a). ...prepared and stamped by a licensed and/or registered Oklahoma-state design professional...

The word "Oklahoma" should remain, because without "Oklahoma" would the code imply that any state license or registration is acceptable? Only Oklahoma licenses or registrations are acceptable, much like contractors' requirements to be licensed or registered with Oklahoma.

4. Sec 18-60(2). Fees.
Probably could reword the first sentence to reference the fee table in Chapter 48, rather than each item referencing the fee table in Chapter 48.
5. Will continue to review this Chapter.

Chapter 54

Health and Public Welfare

1. Sec 54-50. Exemptions. Reworded a great deal and needs close review. Attention needed with paragraph (12) that has been stricken. Suggest keeping portion after "Beginning March 1, 2006, restaurants shall be...".
2. Sec 54-52. Definitions has been omitted/stricken entirely—which includes terms for tobacco, tobacco-free, vapor product, etc.. The terms may still be required.
3. Sec 54-53—54-75 Reserved. Has been omitted/stricken.

Chapter 62

Land Development, Planning, Zoning and Subdivisions

1. Footnote 50: May not be able to move the Opening and Closing Public Ways to the streets chapter. Will this remove the Planning Commission's authority to review? Have the application, notice requirements, etc. also been moved? Not sure on the wording because that chapter was not available to me for review.
2. Will continue to review this Chapter.

Chapter 74

Manufactured and Mobile Homes

1. Footnote 59: Incorrect. This Chapter is still needed. Manufactured and mobile homes are still permitted in a trailer park or lot. See the following cross-references.

Sec 18-147. Trailer hookups; electrical inspection required.

Sec 62-107 Definitions, Dwelling, Dwelling multiple, House trailer, etc

Sec 62-200 R-3 multiple-family dwelling district

Sec 62-280 Storage and parking of trailers and commercial vehicles

Sec 62-285 Trailer parks

Chapter 100

Telecommunications

1.

Council Chambers
Municipal Building
August 23, 2016

The McAlester Airport Authority met in Regular session on Tuesday August 23, 2016, at 6:00 P.M. after proper notice and agenda was posted August 19, 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. Karr and seconded by Mr. Smith to approve the following:

- Approval of the Minutes from the August 9, 2016, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending August 16, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$3,472.29.

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

AYE: Trustees Smith, Karr, Barnett, Garvin & Chairman Browne
NAY: None

Chairman Harrison declared the motion carried.

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

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

AYE: Trustees Smith, Barnett, Karr, Garvin & Chairman Browne
NAY: None

Chairman John Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

The McAlester Public Works Authority met in Regular session on Tuesday August 23, 2016, at 6:00 P.M. after proper notice and agenda was posted August 19, 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. Garvin and seconded by Mr. Smith to approve the following:

- Approval of the Minutes from the August 9, 2016, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending August 16, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$216,497.67.
- Confirm action taken on City Council Agenda Item D, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-15-02A-01, in the amount of \$ 5,180.00, for Professional Services related to Washington Avenue Pavement Reconstruction 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 E, authorization of payment to HD Supply Waterworks, Invoice # F922899, in the amount of \$ 5,243.62, for Water line items related to Washington Avenue Pavement Reconstruction 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 1, acceptance of the bid for Phase I of the AMI Project: (UTS) Utility Technology Services, Inc. which is providing the AMI Solution manufactured by Sensus. This bid is a fixed based system including Alternate 2 using solid state meters. (*Toni Ervin, Chief Financial Officer*)

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. Garvin moved for the meeting to be adjourned, and the motion was seconded by Mr. Smith. 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