



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, December 27, 2016 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

John Browne	Mayor
Weldon Smith	Ward One
Cully Stevens	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

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 December 6, 2016, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the December 13, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for December 7, 2016 through December 20, 2016. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, authorization of expenditures up to \$ 500.00 in City Funds for the Mayor to attend the Oklahoma Mayors Council Congress of Mayors. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, receipt of the Permit No. WL000061160962 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,455 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the 2015 CDBG Water Improvements-Phase II. *(Peter Stasiak, City Manager)*
- F. Consider and act upon, to concur with the Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 202705-JS. *(Cora Middleton, City Clerk)*
- G. Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #6, in the amount of \$ 65,188.95 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)*

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.

SCHEDULED BUSINESS

1. Consider and act upon, acceptance of the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2016. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to accept the annual Audit for Fiscal Year ending June 30, 2016 for the City of McAlester.

2. Consider and act upon, approval and authorization for the Mayor to sign a Contract for Services with the McAlester Defense Support Association (MDSA) and McAlester Defense Support Services, Inc. (MDSS) for the creation of a full time office and Executive Director position for MDSS. This contract includes shared funding with the MDSA for the remainder of FY 2016-2017. *(Gene Walker, Vice Chairman, McAlester Defense Support Association)*

Executive Summary

Motion to approve and authorize the Mayor to sign the Contract for Services with MDSA and MDSS for the Executive Director Position for MDSS.

3. Discussion and update on Financials. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Discussion.

4. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with Cook Consulting LLC for construction of the East Adams & East Miami Ave. Sanitary Sewer Lines and accept the project as completed. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to authorize the Mayor to sign the final payment of \$22,515.00 for the construction of the East Adams & East Miami Ave. Sanitary Sewer Lines and accept the project as completed.

5. Consider action to adopt a Resolution authorizing the acquisition of the building and property at 103 Steven Taylor Boulevard, McAlester, Oklahoma. *(Leroy Alsup, Director Community & Economic Development)*

Executive Summary

Motion to adopt a Resolution authorizing the acquisition of the building and property at 103 Steven Taylor Boulevard and authorizing the Mayor to execute any and all documents necessary to complete said acquisition.

6. Consider and act upon, granting a Building Permit fee waiver in the sum of \$3,382.00 for the Pittsburgh County Emergency Center (1200 Captain Zappy Ott Dr.) for their 6,787 sq. ft. main building (Permit #16117- \$2,773) and their 2,261 sq. ft. accessory/garage building (Permit # 16118- \$609). *(Peter Stasiak, City Manager, George Estrada, Building Inspector)*

Executive Summary

Motion to approve a Building Permit fee waiver in the sum of \$3,382.00 for the Pittsburgh County Emergency Center (1200 Captain Zappy Ott Dr.) for their 6,787 sq. ft. main building (Permit #16117- \$2,773) and their 2,261 sq. ft. accessory/garage building (Permit # 16118- \$609).

7. Consider and act to authorize the Mayor to execute a certificate regarding an existing Ground Lease filed on February 9, 2001, in the Office of the Pittsburg County Clerk in Book 1094 at Pages 327-338. *(Joe Ervin, City Attorney)*

Executive Summary

The City attorney recommends the City Council authorize the execution of the attached certificate regarding the Ground Lease on the DEA building.

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 December 13, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending December 20, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, acceptance of the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2016. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the December 13, 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 December 20, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, receipt of the Permit No. WL000061160962 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,455 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the 2015 CDBG Water Improvements-Phase II. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item G, authorization of payment to KATCON, Inc., Invoice Payment #6, in the amount of \$ 65,188.95 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 1, acceptance of the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, authorization for the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with Cook Consulting LLC for construction of the East Adams & East Miami Ave. Sanitary Sewer Lines and accept the project as completed. *(Peter Stasiak, City Manager)*

ADJOURN MPWA**CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the November 22, 2016 Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of December, 2016. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 1, acceptance of the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2016. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MRTA

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
December 6, 2016

The McAlester City Council met in a Special session on Tuesday, December 6, 2016, at 6:00 P.M. after proper notice and agenda was posted, December 1, 2016 at 3:41 P.M.

Call to Order

Mayor Browne called the meeting to order.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & John Browne

Absent: None

Presiding: John Browne, Mayor

Staff Present: Peter J. Stasiak, City Manager; Leroy Alsup, Community & Economic Development Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Scheduled Business

1. Consider and authorize the Mayor to exercise the 180 day fourth option term in the "Second Amendment to Option to Purchase Real Property dated June 18, 2015" agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 and approve the issuance of a \$5,000 check for the option consideration to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust. *(Leroy Alsup, Director, Community & Economic Development)*

Executive Summary

Motion to act upon and authorize the Mayor to exercise the 180 day fourth option term in the "Second Amendment to Option to Purchase Real Property dated June 18, 2015" agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 and approve the issuance of a \$5,000 check for the option consideration to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust.

Director addressed the Council explaining that the third Option to Purchase Real Property agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 would expire on December 11, 2016. This fourth Option to Purchase Real Property agreement with Jimmie D.

Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69, if approved would extend the agreement through June 9, 2017. He added that this item also included a \$5,000.00 for the option consideration.

After a discussion concerning \$5,000.00 payment going toward the purchase price of the property, the possibility of a traffic signal at the intersection and the area businesses supporting a traffic signal at the intersection a motion was made by Councilman Smith and seconded by Councilman Read to authorize the Mayor to exercise the 180 day fourth option term in the "Second Amendment to Option to Purchase Real Property dated June 18, 2015" agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14th Street and U.S. Highway 69 and approve the issuance of a \$5,000 check for the option consideration to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust. There was no further discussion, and the vote was taken as follows:

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

NAY: Councilman Garvin

Mayor Browne declared the motion carried.

2. Discussion of the McAlester Defense Support Association (MDSA) Executive Director position. (*Gene Walker, Vice Chairman, McAlester Defense Support Association*)

Executive Summary
Discussion.

Gene Walker, Vice Chairman, McAlester Defense Support Association addressed the Council reviewing the various events that have taken place in the years since the McAlester Defense Support Association (MDSA) had been formed. He commented that the Association had grown and now needed someone that would work full time for the Association. He added that many of the current members were volunteers with jobs and could not make the contacts that a full-time employee could.

There was a lengthy discussion concerning possible future Base Realignment and Closures (BRAC), local support for the Ammo Plant, where the McAlester Defense Support Services would be housed, having other entities besides the City to help fund the organization, creating a position within the City of McAlester instead of an outside organization, how much control the City would have, who would direct the Director, getting the other surrounding communities involved in the funding of the organization and cleaning up some of the details that seem to be open ended in the draft agreement.

There was no vote on this item.

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 Councilman Stevens.

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 7:045P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
December 13, 2016

The McAlester City Council met in a Regular session on Tuesday, December 13, 2016, at 6:00 P.M. after proper notice and agenda was posted, December 9, 2016 at 3:02 P.M.

Call to Order

Mayor Browne called the meeting to order.

Pastor Anthony Washington gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & John Browne

Absent: None

Presiding: John Browne, Mayor

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, CFO; Leroy Alsup, Community & Economic Development Director; William J. Ervin, City Attorney and Karen Boatright, Deputy 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 November 22, 2016, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- B. Approval of Claims for November 16, 2016 through December 6, 2016. (Toni Ervin, Chief Financial Officer) General Fund - \$146,486.60; Nutrition - \$852.30; Landfill Reserve/Sub-Title D - \$1,890.00; Employee Retirement - \$16,518.15; Tourism Fund - \$6,496.68; SE Expo Center - \$8,690.61; E-911 - \$500.76; Economic Development -

\$278,625.58; Grants & Contributions - \$1,774.80; Fleet Maintenance - \$10,551.99; Dedicated Sales Tax-MPWA - \$500.00; CIP Fund - \$129,678.26; Technology Fund - \$934.21 and Stormwater Fund - \$4,362.66.

- C. Consider and act upon, authorization of payment to GC Rental & Sales, Invoice 43821, in the amount of \$ 930.20, 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)*
- D. Consider and act upon, authorization of payment to Utility Supply Co., Invoice 099484, in the amount of \$ 2,486.04, for waterline items for 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 Infrastructure Solutions Group, LLC, Invoice MC-15-02A-05, in the amount of \$10,082.00 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)*
- F. Consider and act upon, a resolution authorizing the change from Part-Time to Full Time Position of Central Purchasing Agent and placed on the Non Uniform Pay plan on pay grade 119-01 for the FY 2016-2017. *(Toni Ervin, Chief Financial Officer)*
- G. Consider and act upon, a \$150 one-time net pay for all full and part time regular employees. *(Peter Stasiak, City Manager)*
- H. Concur with the Mayor's appointment of Mr. Chan Lee to the McAlester Ward Redistricting Committee. Mr. Lee is to replace Mr. Jarred Phillips as representative for Ward 3. *(John Browne, Mayor)*

Councilman Read requested that items "F and G" be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Read to approve Consent Agenda items "A through E and H".

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

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

NAY: None

Mayor Browne declared the motion carried.

Items Removed from the Consent Agenda

- F. Consider and act upon, a resolution authorizing the change from Part-Time to Full Time Position of Central Purchasing Agent and placed on the Non Uniform Pay plan on pay grade 119-01 for the FY 2016-2017. *(Toni Ervin, Chief Financial Officer)*

Councilman Read commented that the agenda item discussed eliminating the Part-time Human Resources position but the Resolution did not. He stated that in the last paragraph of the Resolution should have "Eliminate the Part-Time position in Human Resources" language added.

Councilman Read then moved to approve RESOLUTION NO. 16-17, eliminating the part-time Human Resources position and changing one part-time Purchasing position into a full-time position in the Purchasing area. The motion was seconded by Councilman Smith. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

- G. Consider and act upon, a \$150 one-time net pay for all full and part time regular employees. *(Peter Stasiak, City Manager)*

Councilman Read commented that he was sure that the employees would appreciate \$150.00 but he felt that the City could do better and he would like to see it bumped up to \$200.00.

Manager Stasiak stated that funding was available if that was what the Council wished.

Councilman Read moved to approve a one-time net payment for all full and part time regular employees of \$200.00. The motion was seconded by Councilman Stevens and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Garvin to open a Public Hearing to address two (2) ordinances.

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

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

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was opened at 6:10 P.M.

Public Hearing

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

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 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 THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR ALL OF LOT 4, BLOCK 213, IN THE CITY OF MCALESTER, NOW KNOWN AS NORTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.

There were no comments from the Council or the citizens and Councilman Read moved to close the Public Hearing. The motion was seconded by Councilman Stevens, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:10 P.M.

Scheduled Business

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

Executive Summary

Motion to approve the budget amendment ordinance.

CFO Ervin addressed the Council reviewing the proposed Ordinance. She distributed a corrected exhibit and explained that this amendment was for the grant that the Council would be considering later in the meeting.

ORDINANCE NO. 2588

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.

A motion was made by Councilman Garvin and seconded by Read to approve ORDINANCE NO. 2588. There was no discussion, and the vote was taken as follows:

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

NAY: None

ABSTAIN: (counted as a nay) Councilman Stevens

Mayor Browne declared the motion carried.

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

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

NAY: None

ABSTAIN: (counted as a nay) Councilman Stevens

Mayor Browne declared the motion carried.

2. Consider and act upon, approval and authorization for the Mayor to sign a Contract for Services with the McAlester Defense Support Association (MDSA) and McAlester Defense Support Services, Inc. (MDSS) for the creation of a full time office and Executive Director position for MDSS. This contract includes shared funding with the MDSA for the remainder of FY 2016-2017. (*Gene Walker, Vice Chairman, McAlester Defense Support Assoc.*)

Executive Summary

Motion to approve and authorize the Mayor to sign the Contract for Services with MDSA and MDSS for the Executive Director Position for MDSS.

This item was withdrawn.

3. Consider action to acquire the property at 103 Steven Taylor Blvd for the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21), subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce. (*Leroy Alsup, Community & Economic Development Director, Millie Vance, Grant Administrator*)

Executive Summary

Motion to acquire the property at 103 Steven Taylor Blvd for the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21), subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce and to authorize the Mayor to execute the Statement of the Basis for Determining Just Compensation and other closing documents to complete said acquisition.

Director Alsup addressed the Council stating that he had been given the title work and title insurance before the meeting and explained that all steps had been worked through and that subject to the title work they thought they had everything needed to acquire the property.

Ms. Vance addressed the Council explaining that all of the Grant requirements had been met to have the funds released. She then reviewed the Uniform Acquisition and Relocation Act. She added that the Attorney for the Department of Commerce and the City's Attorney had reviewed and approved the forms and the Department of Commerce had released the funds based on what the City had done to date and the City had the authority to use the funds. She stated that now they were asking that they be allowed to proceed with the process.

After a brief discussion concerning the closing the cost, the actual amount of the grant and the City's portion of funding, the amount of work that had put into this project by all of the parties involved and how this would be a great investment for the community.

A motion was made by Councilman Smith and seconded by Councilman Read to acquire the property at 103 Steven Taylor Blvd for the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21), subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce and to authorize the Mayor to execute the Statement of the Basis for Determining Just Compensation and other closing documents to complete said acquisition, subject to the City Attorney's review. There was no further discussion, and the vote was taken as follows:

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

NAY: None

ABSTAIN: (counted as a nay) Councilman Stevens

Mayor Browne declared the motion carried.

4. Consider and act upon, the Triple Net Real Property Lease Agreement between the City of McAlester and Krebs Brewing Co., Inc. for the property at 103 Steven Taylor Boulevard. McAlester, OK. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to authorize the Mayor to execute the Triple Net Real Property Lease Agreement between the City of McAlester and Krebs Brewing Co., Inc. for the property at 103 Steven Taylor Boulevard. McAlester, OK, subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce and the closing on the acquisition of the property at 103 Steven Taylor Boulevard. McAlester, OK.

Director Leroy addressed the Council explaining that the Triple Net Real Property Lease Agreement had been reviewed by the City Attorney and the Department of Commerce each with changes that they recommended and Krebs Brewing had been agreeable to all of the recommended changes.

Ms. Vance commented that the on the Grant side the following had been included in the lease, employee covenants, that he would create the thirty (30) jobs, that 51% would be made available to low, moderate income people and his matching funds amount.

There was no further discussion and Councilman Read moved to authorize the Mayor to execute the Triple Net Real Property Lease Agreement between the City of McAlester and Krebs Brewing Co., Inc. for the property at 103 Steven Taylor Boulevard. McAlester, OK, subject to

the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce and the closing on the acquisition of the property at 103 Steven Taylor Boulevard, McAlester, OK. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

5. **TABLED FROM THE DECEMBER 6TH SPECIAL MEETING:** Consideration of an appeal from William R. Billy in regards to the November 2, 2016 Notice of Violation/ Administrative Order to abate the nuisance on the property at 1400 E. Pierce Avenue that was tabled at the November 22, 2016 City Council Meeting. (*Leroy Alsup, Community & Economic Development Director, George Estrada, Building Inspector, James Schulz, Code Enforcement*)

Executive Summary

Motion to direct the McAlester Code Enforcement Officer and the Building Inspector to summarily abate the nuisance on the property at 1400 E. Pierce Avenue.

Manager Stasiak informed the Council that the Code Department had confirmed that this structure had been removed and no further action was required.

Mayor Browne stated that this item would be withdrawn.

6. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for all of Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District and authorizing the Mayor to sign the ordinance.

Director Alsup addressed the Council explaining that the Planning Commission at its' meeting on November 15, 2016 had unanimously voted to recommend this rezoning request as presented. He added that there had not been any objections to the rezone from the area residents.

ORDINANCE NO. 2589

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR ALL OF LOT 4, BLOCK 213, IN THE CITY OF MCALESTER, NOW KNOWN AS NORTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA

FROM R1-B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.

A motion was made by Councilman Stevens and seconded by Councilman Smith to approve **ORDINANCE NO. 2589**, rezoning all of Lot 4, Block 213 in North McAlester from R1-B (Single-Family Residential District) to R-2 (Two-Family Dwelling (Duplex) District). There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

7. Consider and act upon, a "Use Permit After Review" in the "Wade Watts Corridor" for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to approve a "Use Permit After Review" in "Wade Watts Corridor" for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales and to authorize the Mayor to sign the "Use Permit after Review" approval form.

Director Alsup addressed the Council explaining that on November 15, 2016, the Planning Commission had met and unanimously voted to recommend the "Use Permitted after Review" request be approved.

There was no discussion, and Councilman Smith moved to approve the "Use Permit After Review" in "Wade Watts Corridor" for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales and to authorize the Mayor to sign the "Use Permit after Review" approval form. The motion was seconded by Vice-Mayor Karr, and the vote was taken as follows:

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

NAY: None

ABSTAIN: (counted as a nay) Councilman Stevens

Mayor Browne declared the motion carried.

8. Consider and act to authorize the Mayor to execute documents necessary for assignment from DLI McAlester, LLC to UIRC-GSA VI MCALESTER OK, LLC, of DLI's interests in a certain lease recorded on February 9, 2001 with the Pittsburg County Clerk as Document No. 59897 in Book 001094, Pages 327-338 (The DEA Building). (*Joe Ervin, City Attorney*)

Executive Summary

Authorize the Mayor to execute documents necessary for assignment from DLI McAlester, LLC to UIRC-GSA VI MCALESTER OK, LLC, of DLI's interests in a certain lease recorded on February 9, 2001 with the Pittsburg County Clerk as Document No. 59897 in Book 001094, Pages 327-338 (The DEA Building).

Attorney Ervin addressed the Council explaining that the documents had been reviewed and they were recommending that the Council disapprove this item at this time. He stated that there were changes that needed to be made to both documents and he felt that it was not in the City's best interest to approve these documents.

After discussion concerning the original lease, how the structure was built and how the new documents were written, Councilman Smith moved to deny the assignment from DLI McAlester, LLC to UIRC-GSA VI MCALESTER OK, LLC, of DLI's interests in a certain lease recorded on February 9, 2001 with the Pittsburg County Clerk as Document No. 59897 in Book 001094, Pages 327-338 (The DEA Building). The motion was seconded by Vice-Mayor Karr and the vote was taken as follows:

AYE: Councilman Smith, Karr, Garvin, Barnett, Stevens, Read & 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.

Manager Stasiak addressed the Council explaining that a "Schedule D Payment Requisition" had been submitted to him Monday morning, December 19, 2016. He stated that the document had been submitted, in a timely manner, to Infrastructure Solutions Group, LLC by Katcon, Inc. for work on the Washington Ave. Street Reconstruction project but Infrastructure Solutions Group, LLC had not gotten it to the City in time. He added that all figures had been confirmed and work recognized as completed and staff was recommending payment of \$144,183.15 to Katcon, Inc. for work on the Washington Street Reconstruction project.

Mayor Browne stated that this item did meet "New Business" requirements as "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."

A motion was made by Councilman Garvin and seconded by Councilman Read to authorize payment to Katcon, Inc., Contractor's Pay Request No. Five (5), for the Washington Ave. Street Reconstruction project, in the amount of \$144,183.15. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak informed the Council that the electronics that would read the new meters in the AMI system had been installed on the Water Towers, there was an informational meeting scheduled for Thursday, December 15, 2016 at 5:30 P.M. in the Puterbaugh cafeteria for all residents that could be affected by the new system. He explained the number of ways the City had pushed the information on the new system out to the public. He added that it was anticipated that the meters would be installed in January.

Mayor Browne inquired about the meeting notification and Manager Stasiak explained that the City Clerk would post it as a "Notice that a quorum of the Council might attend the meeting."

Remarks and Inquiries by City Council

Councilman Stevens inquired about the status of hiring a City Engineer.

Manager Stasiak stated that the City was continuing to advertise for the position and he and the CFO had discussed the position this morning and they were going to change the search to a Public Works Director. He added that the City kept close track of the amount being paid to Infrastructure Solutions Group, LLC and it was actually less expensive to pay a contractor than it was to pay an employee.

Vice-Mayor Karr wished everyone a Merry Christmas and hoped that there would not be any problems with the cold weather.

Councilman Garvin also wished everyone a Merry Christmas and commented on the community's loss of John Yates.

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

Mayor's Comments and Committee Appointments

Mayor Browne agreed with the comments that Councilman Garvin had said about John Yates. He commented on a "Toy Give Away" over the weekend that had been put on by a local attorney, Michael Miller. He announced that "Wreaths Across America" would be participating in a ceremony this Saturday at Oak Hill Cemetery.

Recess Council Meeting

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

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

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

Mayor Browne declared the motion carried and the meeting was recessed at 6:44 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 6:45 P.M.

A motion was made by Councilman Smith and seconded by Councilman Garvin to recess the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning pending investigations, claims, or actions, more particularly: Jeff Ketchum Settlement.

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

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

NAY: None

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

Executive Session

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

- Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning pending investigations, claims, or actions, more particularly: Jeff Ketchum Settlement

The Regular Meeting was reconvened at 7:05 P.M. Mayor Browne reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: Jeff Ketchum Settlement. Only that matter was discussed, no action was taken and the Council returned to open session at 7:05 P.M., and this constituted the Minutes of the Executive Session.

Reconvene into Open Session

- Consider and act to authorize settlement of the Worker's Compensation claim of Jeff Ketchum.

A motion was made by Vice-Mayor Karr and seconded by Councilman Smith to authorize the settlement of the Worker's Compensation claim of Jeff Ketchum.

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

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

NAY: None

Mayor Browne declared the motion carried.

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 Councilman Garvin.

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 7:07 P.M.

ATTEST:

John Browne, Mayor

Karen Boatright, Deputy City Clerk

CLAIMS FROM

**December 7, 2016
Thru
December 20, 2016**

PACKET : 14836 14851 14855
 ENDOR SET: Mult
 JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
1-1	ISC VENDOR					
	COR MIDDLETON	I-201612199288	01 -5212331	EMPLOYEE TRAV CORA MIDDLETON: TRAINING EXP	081239	118.36
	KAREN BOATRRIGHT	I-201612199289	01 -5213331	EMPLOYEE TRAV KAREN BOATRRIGHT:OMCCA WORKSHOP	081240	157.96
	HAYDEN WRIGHT	I-201612209291	01 -5865331	EMPLOYEE TRAV HAYDEN WRIGHT:CDL PERMIT	081241	68.16
1-A00267 AIRGAS, INC						
		I-9057712512	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	41.25
		I-9057839709	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	17.23
		I-9057839710	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	73.49
		I-9057839711	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	444.75
		I-9057839712	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	13.91
		I-9057839713	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	129.60
		I-9058008489	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	71.43
		I-9058008490	01 -5653213	SAFETY EXPENS MISC SAFETY ITEMS	081243	40.94
		I-9941018295	01 -5543203	REPAIRS & MAI MO. BTL. RENTAL-POOL	081243	79.54
		I-9941018296	01 -5543203	REPAIRS & MAI MO. BTL. RENTAL-POOL	081243	109.84
		I-9941018297	01 -5543203	REPAIRS & MAI MO. BTL. RENTAL-POOL	081243	517.24
		I-9941236321	01 -5543203	REPAIRS & MAI MO. BTL. RENTAL-POOL	081243	72.75
1-A00362 VYVE BROADBAND						
		I-201612079249	01 -5542328	INTERNET SERV UTIL INTERNET-STIPE CNTR	081151	77.51
		I-201612079249	01 -5320328	INTERNET SERV UTIL INTERNET-DETECTIVE DIV	081151	86.10
		I-201612149271	01 -5431328	INTERNET SERV UTIL INTERNET-N.SIDE FIRE STAT	081207	62.95
		I-201612149271	01 -5542328	INTERNET SERV UTIL INTERNET-PARKS SHOP	081207	75.97
		I-201612149271	01 -5548328	INTERNET SERV UTIL INTERNET-FAC MAINT	081207	75.97
		I-201612149271	01 -5865328	INTERNET SERV UTIL INTERNET-STREETS	081207	75.96
1-A00751 ATWOODS						
		I-3479/9	01 -5431202	OPERATING SUP MISC SUPPLIES	081246	8.98
1-B00180 UNION IRON WORKS, INC.						
		I-S1965704.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081248	159.12
		I-S1965942.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081248	28.84
		I-S1967246.001	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	081248	12.35
1-B001 BROKEN ARROW ELECTRIC S						
		I-S2125835.002	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081250	4.34
		I-S2125835.003	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081250	22.74
		I-S2128633.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081250	9.83
1-C00100 CLEET						
		I-201612079253	01 -2100	CLEET PAYABLE CLEET PAYABLE	081155	4,459.19
1-C00320 CENTERPOINT ENERGY AKKL						
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-CITY HALL	081157	104.73
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-FIRE STATION #3	081157	46.56
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-CEMETERY	081157	101.69
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-LIBRARY	081157	85.82
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-OAKHILL CEMETERY	081157	29.60

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-C06	CENTERPOINT ENERGY ARKL	continued				
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-1600 COLLEGE AVE C	081157	30.86
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-MAINT SHOP	081157	80.49
		I-201612079250	01 -5215314	GAS UTILITY UTIL GAS-STIPE CNTR	081157	175.57
		I-201612149272	01 -5215314	GAS UTILITY UTIL GAS-FIRE STATION #2	081208	102.84
1-D00060	D-KATE INC DBA D&P CONT					
	I-42532	01 -5548316	REPAIRS & MAI	REPAIRS-OVENS AND FRIDGES	081254	1,680.67
1-D00525	DOG WASTE DEPOT					
	I-131519	01 -5542203	REPAIRS & MAI	DOG WASTE BAGS	081258	78.00
1-D00684	DR. JASON MCELYEA					
	I-028	01 -5432308	CONTRACTED SE	CONTRACT SVS- EMS	081259	1,071.00
1-E00227	ENGRAVING & AWARDS OF N					
	I-354529	01 -5431329	PROMOTIONAL	SERVICE AWARDS	081261	625.50
1-E00279	EST, INC.					
	I-38420	01 -5865218	STREET REPAIR	CONCRETE TESTING FEES	081263	1,420.00
	I-38421	01 -5865218	STREET REPAIR	TESTING FEES	081263	975.50
	I-38422	01 -5865218	STREET REPAIR	TESTING FEES	081263	552.00
1-F00015	FLEETCOR TECHNOLOGIES					
	I-201612129266	01 -5321212	FUEL EXPENSE	NOV FUEL EXP-POLICE	081265	5,252.50
	I-201612129266	01 -5431212	FUEL EXPENSE	NOV FUEL EXP-FIRE	081265	954.59
	I-201612129266	01 -5542212	FUEL EXPENSE	NOV FUEL EXP-PARKS	081265	876.07
	I-201612129266	01 -5547212	FUEL EXPENSE	NOV FUEL EXP-CEMETERY	081265	203.83
	I-201612129266	01 -5548212	FUEL EXPENSE	NOV FUEL EXP-FAC. MAINT	081265	302.96
	I-201612129266	01 -5652212	FUEL EXPENSE	NOV FUEL EXP-CODES	081265	75.17
	I-201612129266	01 -5225212	FUEL EXPENSE	NOV FUEL EXP-IT	081265	84.02
	I-201612129266	01 -5322212	FUEL EXPENSE	NOV FUEL EXP-ANIMAL CONTROL	081265	259.39
	I-201612129266	01 -5432212	FUEL EXPENSE	NOV FUEL EXP-AMBULANCE	081265	872.40
	I-201612129266	01 -5544212	FUEL EXPENSE	NOV FUEL EXP-SBC	081265	100.28
	I-201612129266	01 -5865212	FUEL EXPENSE	NOV FUEL EXP-STREETS	081265	1,440.67
	I-201612129266	01 -5653212	FUEL EXPENSE	NOV FUEL EXP-SAFETY	081265	13.66
1-G00130	GALL'S, LLC					
	I-BC0350398	01 -5431207	CLOTHING ALLO	BADGES & COLLAR BRASS	081268	50.25
1-I00099	IKON OFFICE SOLUTIONS					
	I-29515402	01 -5321308	CONTRACTED SE	COPIER LEASE-POLICE	081273	284.00
1-I00110	IMPRESS OFFICE SUPPLY					
	I-593	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	081274	16.58
1-I00115	INTERMEDIX TECHNOLOGIES					
	I-INVADP120768	01 -5432308	CONTRACTED SE	EMS CONTRACT SVS-11/2016	081275	4,528.77

PACKET : 14836 14851 14855
 ENDOR SET: Mult
 UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-I0	INTEGRIS OCCUPATIONAL H	I-2016-22202	01 -5431305	PHYSICALS PENSION PHYSICAL	081278	625.00
1-J00121	JAMESCO ENTERPRISES, LL	I-14828	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	081280	714.82
		I-14845	01 -5215202	OPERATING SUP JANITORIAL SUPPLIES-CITY H	081280	754.48
1-K00185	KENNEDY EYE CARE, LLC	I-45557	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	081281	70.00
1-L00067	COMPLIANCE RESOURCE GRO	I-047271	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	081284	100.00
		I-047305	01 -5653348	DRUG TESTING/ RANDOM/QTRLY DRUG TESTING	081284	50.00
1-L00325	LIBERTY FLAGS INC	I-79638	01 -5542203	REPAIRS & MAI FLAGS FOR CITY FACILITIES	081285	456.83
1-L00380	LOCKE SUPPLY CO.	I-30238089.00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081286	2.79
		I-30244578-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081286	19.04
		I-30250887.00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081286	4.50
		I-30283835-00	01 -5321325	FIRING RANGE WTR FOUNTAIN-FIRING RANGE	081286	376.40
		I-30286499-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081286	159.99
		I-30303562-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081286	23.31
		I-30322057-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081286	201.56
		I-30322172-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081286	123.98
1-L00428	LOWE'S CREDIT SERVICES	I-902816	01 -5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	081287	43.66
		I-902885	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081287	12.80
		I-906723	01 -5431202	OPERATING SUP MISC MAINT SUPPLIES	081287	224.27
		I-906973	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081287	61.72
		I-907606A	01 -5431202	OPERATING SUP MISC MAINT SUPPLIES	081287	21.84
		I-909521	01 -5431202	OPERATING SUP MISC MAINT SUPPLIES	081287	27.48
1-M0	MILLER BROTHERS ENTERPR	I-40210-01	01 -5548316	REPAIRS & MAI MISC REPAIRS	081288	46.99
1-M00487	MILLER OFFICE EQUIPMENT	I-MCA388402	01 -5215312	EQUIPMENT REN MONTHLY COPIER SERVICES	081289	95.40
1-MC0098	MCAFEE & TAFT	I-500284	01 -5210302	CONSULTANTS/L LEGAL FEES	081292	72.00
1-MC0169	MCALESTER REGIONAL HOSP	I-CITYLAB11-30-16	01 -5653348	DRUG TESTING/ MISC DRUG TESTING	081293	90.00
1-MC0200	MCALESTER SCOTTISH RITE	I-700618	01 -5548311	PARKING RENTA PARKING LOT RENTAL	081294	485.00

ACKET : 14836 14851 14855
 ENDOR SET: Mult
 UND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-N00000	CALESTER NEWS CAPITAL					
	I-16-01061	01 -5212317	ADVERTISING & CITY WIDE GARAGE SALE AD	081295	400.00	
	I-300011612	01 -5652317	ADVERTISING & PUBLICATION FEES	081295	57.10	
	I-NOVEMBER2016	01 -5653317	ADVERTISING & MISC JOB POSTING	081295	249.70	
1-N00343	NORTHERN SAFETY CO INC					
	I-902197513	01 -5431202	OPERATING SUP REPLACEMENT BATTERIES	081296	257.92	
	I-902200744/98068558	01 -5653213	SAFETY EXPENS SAFETY GLOVES	081296	148.25	
	I-902210497/10125529	01 -5653213	SAFETY EXPENS SAFETY GLOVES	081296	61.04	
1-O00219	OKLA BUREAU OF NARCOTIC					
	I-201612079255	01 -2103	OBN PAYABLE (OBN PAYABLE	081159	46.86	
1-O00427	OKLA UNIFORM BUILDING C					
	I-11/16 PERMIT FEES	01 -5652336	FEES BUILDING PERMIT FEES	081210	52.00	
1-O00512	NATRION M POINTER DBA					
	I-1116	01 -5431316	REPAIRS & MAI CARPET CLEANING	081301	115.00	
1-O00530	OML-OK MUNICIPAL LEAGUE					
	I-062792	01 -5653317	ADVERTISING & MISC JOB POSTINGS	081302	20.00	
1-O00556	OMAG-OK MUNICIPAL ASSUR					
	I-11/17/2016	01 -5215322	LIABILITY INS LIABILITY INS-GF	081303	12,897.07	
	I-11/17/2016	01 -5215322	LIABILITY INS PROPERTY INS-GF	081303	12,197.00	
	I-11/17/2016	01 -5215322	LIABILITY INS GEN FUND EQUIP INS	081303	487.00	
	I-3RD QTR PREMIUM	01 -5215321	AUTO INSURANC AUTO INS-GENERAL	081303	11,880.83	
1-O00561	OMCCA					
	I-16-00898	01 -5213331	EMPLOYEE TRAV OMCCA TRAINING	081304	100.00	
1-O00595	OSBI					
	I-201612079254	01 -2101	AFIS PAYABLE AFIS PAYABLE	081160	2,459.52	
	I-201612079254	01 -2102	FORENSICS PAY FORENSIC PAYABLE	081160	2,374.58	
1-P00000	PETER STASIAK					
	I-201612079252	01 -5210331	EMPLOYEE TRAV PETER STASIAK: ALFA LANDFILL M	081161	146.02	
	I-201612149274	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MUSKOGEE MEETING	081211	75.06	
1-P00329	PITSTOP POP A LOCK					
	I-8506	01 -5542203	REPAIRS & MAI DUPLICATE KEYS	081306	48.00	
1-P00337	PITTS COUNTY CRIMINAL J					
	I-OCTOBER 2016	01 -5213335	COUNTY INCARC INCARCERATION FEES PAYABLE	081307	11,704.00	
1-P00510	PRO-KIL, INC					
	I-164854	01 -5542308	CONTRACTED SE PEST CONTROL-W. KIOWA	081308	68.00	
	I-164983	01 -5548203	REPAIRS & MAI PEST CONTROL	081308	170.00	
	I-164994	01 -5548203	REPAIRS & MAI PEST CONTROL	081308	90.00	

2/21/2016 7:19 AM
ACKET : 14836 14851 14855
ENDOR SET: Mult
UND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-POC	PUBLIC SERVICE/AEP					
		I-201612079251	01 -5215313	ELECTRIC UTIL UTIL ELEC-LIBRARY	081162	2,064.86
		I-201612079251	01 -5215313	ELECTRIC UTIL UTIL ELEC-STREET LIGHTS	081162	13,395.83
		I-201612149273	01 -5215313	ELECTRIC UTIL UTIL ELECTRIC-FEDERAL BLDG	081212	1,655.46
		I-201612149273	01 -5215313	ELECTRIC UTIL UTIL ELECTRIC-GENERAL	081212	10,802.54
1-S00016	SAFETY GLASSES USA, INC					
		I-744394	01 -5653213	SAFETY EXPENS MISC SAFETY GLASSES	081312	251.88
1-S00184	SECURITY BANK CARD CENT					
		I-201612129268	01 -5210331	EMPLOYEE TRAV CITY MAN-BUSINESS MTGS EXP	081313	499.44
		I-201612129268	01 -5431331	EMPLOYEE TRAV FIRE-FSIO CONFERENCE	081313	378.81
		I-201612129268	01 -5431202	OPERATING SUP FIRE-SUPPLIES FOR AGILITY TEST	081313	173.85
		I-201612129268	01 -5321331	EMPLOYEE TRAV POLICE-TRAVEL & TRAINING EXP	081313	29.24
1-S00190	SECURITY SYS. & ENG. IN					
		I-31091	01 -5548316	REPAIRS & MAI ALARM MONTORING FEE	081314	60.00
		I-31092	01 -5544308	CONTRACT LABO SEC. MONITORING FEE	081314	60.00
		I-31121	01 -5321316	REPAIRS & MAI DOOR REPAIR	081314	85.00
1-S00249	MORGAN STANLEY SMITH BA					
		I-201612199281	01 -5215110	PENSION - DEF PENSION CONT-GENERAL	081316	26,007.00
1-S00726	STAPLES ADVANTAGE					
		C-3322560626 CR	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081319	63.59-
		I-3318216179	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081319	108.41
		I-3322560627	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081319	385.96
		I-3323404148	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081319	310.89
		I-3323404149	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081319	261.33
		I-3323404150	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081319	30.09
1-T00010	T. H. ROGERS LUMBER CO.					
		I-528365	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	081320	53.98
		I-528368	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	081320	6.44
		I-528810	01 -5865218	STREET REPAIR FORMING MATERIALS	081320	45.79
1-T00303	THOMSON REUTERS - WEST					
		I-835245591	01 -5212330	DUES & SUBSCR 2017 OK STATUTES UPDATE	081322	101.00
1-T00630	TWIN CITIES READY MIX,					
		I-136958	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	081324	2,289.00
		I-137112	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	081324	763.00
		I-137241	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	081324	1,090.00
1-U00020	UNITED STATES CELLULAR					
		I-201612079247	01 -5544328	INTERNET SERV UTIL INTERNET SVS- SBC	081168	52.08
		I-201612079248	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	081168	1,967.18
1-U00051	UTILITY SUPPLY CO., INC					

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ACKET : 14836 14851 14855
ENDOR SET: Mult
UND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
1-U00	UTILITY SUPPLY CO., INC	continued					
	I-099889	01	-5543203	REPAIRS & MAI VALVE-JEFF LEE POOL	081325	681.50	
1-W00040	WALMART COMMUNITY BRC						
	I-00605	01	-5210202	OPERATING SUP MISC OFFICE SUPPLIES	081328	49.40	
	I-00883	01	-5321208	CANINE UNIT S DOG FOOD-K9	081328	86.88	
	I-04703	01	-5210202	OPERATING SUP MISC OFFICE SUPPLIES	081328	23.88	
	I-06861	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	081328	46.08	
	I-07843	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	081328	78.40	
			FUND	01	GENERAL FUND	TOTAL:	154,392.69

PACKET : 14836 14851 14855

ENDOR SET: Mult

UND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A0'	VYVE BROADBAND					
		I-201612149271	02 -5975328	INTERNET SERV UTIL INTERNET-HEREFORD LN	081207	67.51
1-A00423	ALLIED WASTE SERVICES O					
		I-375-000385074	02 -5866306	CONTRACTED RE WASTE SVS FEE- NOV. 2016	081245	148,820.52
		I-375-000385074	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	081245	467.54-
1-A00582	AT&T					
		I-201612079241	02 -5267315	TELEPHONE UTI UTIL-INTERNET SVS	081154	1,435.50
		I-201612079244	02 -5267315	TELEPHONE UTI UTIL PHONE-MPWA	081154	6,431.36
1-A00751	ATWOODS					
		I-3482/9	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	081246	74.80
1-B00180	UNION IRON WORKS, INC.					
		I-S1966007.001	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	081248	33.39
		I-S1967316.001	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	081248	143.09
1-C00320	CENTERPOINT ENERGY ARKL					
		I-201612149272	02 -5267314	GAS UTILITY UTIL GAS-ARMORY	081208	112.61
1-C00339	CERTIFIED LABORATORIES					
		I-2546953	02 -5973203	REPAIRS & MAI MISC PART-WEST PLANT	081252	432.09
1-D00158	DAVID T HARDGRAVE					
		I-4-1705	02 -5973302	CONSULTANTS (CONSULTANT FEES	081256	1,800.00
1-F00015	FLEETCOR TECHNOLOGIES					
		I-201612129265	02 -5216212	FUEL EXPENSE NOV FUEL EXP-UB&C	081264	444.53
		I-201612129265	02 -5866212	FUEL EXPENSE NOV FUEL EXP-SANITATION	081264	284.78
		I-201612129265	02 -5871212	FUEL EXPENSE NOV FUEL EXP-ENGINEERING	081264	49.85
		I-201612129265	02 -5973212	FUEL EXPENSE NOV FUEL EXP-WWT	081264	453.15
		I-201612129265	02 -5975212	FUEL EXPENSE NOV FUEL EXP- UTM	081264	1,521.81
1-F0	FASTENAL					
		I-OKMCA152638	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081266	6.93
1-F00251	FORT COBB FUEL AUTHORIT					
		I-201612079238	02 -5267314	GAS UTILITY GAS UTIL- HEREFORD LN	081158	39.77
1-H00016	HD SUPPLY WATERWORKS, L					
		I-G483868	02 -5973210	RESIDULE HAND PIPE-RESIDUAL HANDLING	081271	39.15
		I-G515673	02 -5975235	WATER MAIN RE WATER LINE REPAIR PARTS	081271	2,490.03
1-H00215	HOLLOWAY, UPDIKE AND BE					
		I-8	02 -5871302	CONSULTANTS ENG SERVICES-SEWER IMPROV	081272	1,120.00
1-I00120	TYLER TECHNOLOGIES					
		I-025-174698	02 -5216317	POSTAGE NOTIFICATION CALL FEE	081276	713.66

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ENDOR SET: Mult
UND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-L00	OWE'S CREDIT SERVICES					
	I-901543A	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS		081287	22.77
	I-902802A	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS		081287	2.74
1-000075	O'REILLY AUTO PARTS					
	I-0230-427852	02 -5973203	REPAIRS & MAI LIFT STATION REPAIR PARTS		081297	20.72
	I-0230-430594	02 -5975209	UTILITY MAINT PARTS-FLUSH TRUCK		081298	24.35
1-000556	OMAG-OK MUNICIPAL ASSUR					
	I-11/17/2016	02 -5267322	LIABILITY INS LIABILITY INS-MPWA		081303	3,303.73
	I-11/17/2016	02 -5267322	LIABILITY INS PROPERTY INS-MPWA		081303	5,380.00
	I-11/17/2016	02 -5267322	LIABILITY INS MPWA EQUIP INS		081303	207.00
	I-3RD QTR PREMIUM	02 -5267321	AUTO INSURANC AUTO INS-MPWA		081303	2,547.17
1-P00040	PACE ANALYTICAL SERVICE					
	I-167543926	02 -5973304	LAB TESTING MONTHLY TESTING FEE		081305	206.22
	I-167544463	02 -5973304	LAB TESTING MONTHLY TESTING FEE		081305	71.22
	I-167545138	02 -5973304	LAB TESTING MONTHLY TESTING FEE		081305	137.00
1-P00329	PITSTOP POP A LOCK					
	I-8514	02 -5975209	UTILITY MAINT KEYS FOR UTM		081306	27.00
1-P00560	PUBLIC SERVICE/AEP					
	I-201612079251	02 -5267313	ELECTRIC UTIL UTIL ELEC-RECYCLE CNTR		081162	45.48
	I-201612129267	02 -5267313	ELECTRIC UTIL UTIL ELECTRIC-MPWA		081309	32,577.17
1-R00600	RURAL WATER DISTRICT #1					
	I-201612079239	02 -5267316	REPAIRS & MAI UTIL WATER- LANDFILL		081163	14.30
1-S00184	SECURITY BANK CARD CENT					
	I-201612129268	02 -5871331	EMPLOYEE TRAV ENG-TRAVEL & TRAINING EXP		081313	247.59
1-S00216	SEVERN TRENT ENV SVS.,					
	I-15258	02 -5974302	CONSULTANTS OPERATIONAL SVS- WTP		081315	98,702.75
1-S00	MORGAN STANLEY SMITH BA					
	I-201612199281	02 -5267110	PENSION - DEF PENSION CONT-MPWA		081316	12,769.00
1-S00445	PACKAGING SOLUTIONS, LL					
	I-20275	02 -5267202	OPERATING SUP COPY PAPER-ALL DEPTS		081318	899.70
1-S00580	AT & T					
	I-201612149270	02 -5267315	TELEPHONE UTI PHONE EXP-DATA LINE		081214	330.00
1-S00704	SPROCKET WIRELESS (AKA					
	I-000624588	02 -5973328	INTERNET SERV INTERNET SVS-W WWM PLANT		081167	175.86
1-T00052	TECHNICAL PROGRAMMING S					
	I-98447	02 -5216336	FEEES UB&C MAILING FEE		081321	778.51

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REGULAR DEPARTMENT PAYMENT REGISTER

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ENDOR SET: Mult

JND : 03 AIRPORT AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-D0C	DAVID P RUDROW/DAVID'S	I-480843	03 -5876203	REPAIRS & MAI MOWER REPAIR PARTS	081255	90.00
1-F00015	FLEETCOR TECHNOLOGIES	I-201612129265	03 -5876212	FUEL EXPENSE NOV FUEL EXP-AIRPORT	081264	172.04
1-000556	OMAG-OK MUNICIPAL ASSUR	I-11/17/2016	03 -5876322	INSURANCE/BON PROPERTY INS-AIR POR	081303	2,511.25
		I-11/17/2016	03 -5876322	INSURANCE/BON AIRPORT EQUIP INS	081303	14.33
		I-3RD QTR PREMIUM	03 -5876321	AUTO INSURANC AUTO INS-AIRPORT	081303	104.67
1-P00560	PUBLIC SERVICE/AEP	I-201612079251	03 -5876313	ELECTRIC UTIL UTIL ELEC-AIRPORT	081162	1,213.41
1-S00249	MORGAN STANLEY SMITH BA	I-201612199281	03 -5876110	PENSION-DEFIN PENSION CONT-AIRPORT	081316	954.00
1-U00020	UNITED STATES CELLULAR	I-201612079248	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	081168	31.23
			FUND 03	AIRPORT AUTHORITY	TOTAL:	5,090.93

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ACCOUNT : 14836 14851 14855

ENDOR SET: Mult

UND : 05 PARKING AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-PO	PUBLIC SERVICE/AEP	I-201612079251	05 -5218313	ELECTRIC UTIL UTIL ELEC-PARKING AUTHORITY	081162	92.45
			FUND	05 PARKING AUTHORITY	TOTAL:	92.45

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ACKET : 14836 14851 14855
ENDOR SET: Mult
UND : 08 NUTRITION

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A01	ALISHA RAE HOWELL					
		I-201612199283	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	081244	180.00
		I-201612199284	08 -5549308	CONTRACT SERV REIMB FOR MILEAGE-MEAL DELIVER	081244	130.68
1-D00405	DIANE CHADSEY					
		I-201612199282	08 -5549308	CONTRACT SERV REIMB FOR MILEAGE-FNFOK MTG	081257	66.96
1-E00207	EMMA E. BELLIS					
		I-201612199285	08 -5549308	CONTRACT SERV REIMB FOR MILEAGE-MEAL DELIVER	081260	100.98
1-F00015	FLEETCOR TECHNOLOGIES					
		I-201612129266	08 -5549212	FUEL EXPENSE NOV FUEL EXP-NUTRITION	081265	424.48
1-G00288	GERALDINE E MALKOWSKI					
		I-201612199286	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	081269	180.00
		I-201612199287	08 -5549308	CONTRACT SERV REIMB FOR MILEAGE-MEAL DELIVER	081269	106.92
1-O00556	OMAG-OK MUNICIPAL ASSUR					
		I-11/17/2016	08 -5549322	LIABILITY INS LIABILITY INS-NUTRIT	081303	966.95
		I-3RD QTR PREMIUM	08 -5549321	AUTO INSURANC AUTO INS-NUTRITION	081303	257.33
1-S00249	MORGAN STANLEY SMITH BA					
		I-201612199281	08 -5549110	PENSION-DEFIN PENSION CONT-NUTRITION	081316	1,061.00
1-U00020	UNITED STATES CELLULAR					
		I-201612079248	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	081168	93.68
			FUND 08 NUTRITION	TOTAL:		3,568.98

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UND : 27 TOURISM FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-F01	FLEETCOR TECHNOLOGIES					
		I-201612129266	27 -5655212	FUEL EXPENSE NOV FUEL EXP-TOURISM	081265	42.88
1-000137	OKLA TOURISM/RECREATION					
		I-1351-13461	27 -5655214	TOURISM EXPEN BROCHURE MAILING FEES	081299	129.32
1-S00184	SECURITY BANK CARD CENT					
		I-201612129268	27 -5655331	TRAVEL & TRAI TOURISM-TRAVEL & TRAINING EXP	081313	26.80
1-S00249	MORGAN STANLEY SMITH BA					
		I-201612199281	27 -5655110	PENSION-DEFIN PENSION CONT-TOURISM	081316	720.00
1-U00020	UNITED STATES CELLULAR					
		I-201612079248	27 -5655315	TELEPHONE UTI CELL PHONE EXP-TOURISM	081168	31.23
1-W00040	WALMART COMMUNITY BRC					
		I-00373	27 -5655214	TOURISM EXPEN MISC OFFICE SUPPLIES	081328	69.50
		I-01805	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	081328	41.48
		I-07952A	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	081328	13.05
				FUND 27 TOURISM FUND	TOTAL:	1,074.26

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ACKET : 14836 14851 14855
ENDOR SET: Mult
UND : 28 SE EXPO CENTER

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-C0C	ENTERPOINT ENERGY ARKL	I-201612149272	28 -5654314	GAS UTILITY UTIL GAS-EXPO	081208	108.83
1-F00015	FLEETCOR TECHNOLOGIES	I-201612129266	28 -5654212	FUEL EXPENSE NOV FUEL EXP-EXPO	081265	76.20
1-I00140	INDIAN NATION WHOLESALE	I-6616819	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	081277	787.10
		I-6620370	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	081277	136.20
1-J00110	JACKIE BRANNON CORR. CT	I-20170387	28 -5654308	CONTRACT SERV INMATE FEES	081279	89.10
1-J00121	JAMESCO ENTERPRISES, LL	I-14757	28 -5654203	REPAIR & MAIN MISC JANITORIAL SUPPLIES	081280	391.95
1-O00556	OMAG-OK MUNICIPAL ASSUR	I-11/17/2016	28 -5654322	LIABILITY INS LIABILITY INS-EXPO	081303	886.37
		I-11/17/2016	28 -5654322	LIABILITY INS PROPERTY INS-EXPO	081303	6,949.25
		I-11/17/2016	28 -5654322	LIABILITY INS EXPO EQUIP INS	081303	132.00
		I-3RD QTR PREMIUM	28 -5654321	AUTO INSURANC AUTO INS-EXPO&TOURIS	081303	98.00
1-S00009	SADLER PAPER CO	I-100235	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	081311	537.46
1-S00190	SECURITY SYS. & ENG. IN	I-31086	28 -5654316	REPAIRS & MAI ALARM MONITORING	081314	85.00
1-S00249	MORGAN STANLEY SMITH BA	I-201612199281	28 -5654110	PENSION-DEFIN PENSION CONT-EXPO	081316	1,397.00
1-S00580	AT & T	I-201612079243	28 -5654315	TELEPHONE UTI UTIL PHONE-ATM LINE@ EXPO	081166	125.78
1-UC	UNITED STATES CELLULAR	I-201612079248	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	081168	93.68
1-W00040	WALMART COMMUNITY BRC	I-005226	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	081328	92.42
		I-03638A	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	081328	196.25
		I-09495	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	081328	26.98
1-W00197	WEBSTAUANT STORE	I-21808987	28 -5654401	CAPITAL OUTLA TABLES-EXPO	081329	5,329.09
FUND 28 SE EXPO CENTER				TOTAL:		17,538.66

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JND : 29 E-911

ENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00	T&T						
		I-201612079245	29	-5324315	TELEPHONE UTI HOST CIRCUIT- E-911	081152	781.25
		I-201612079246	29	-5324315	TELEPHONE UTI HOST CIRCUIT-PITTS CO	081153	198.00
1-C00146	CANADIAN VALLEY TELEPHO						
		I-1974SZ00801.049	29	-5324315	TELEPHONE UTI UTIL PHONE-911 CNTY TRUNK LINE	081156	113.36
1-C00856	CROSS TELEPHONE						
		I-00012111	29	-5324315	TELEPHONE UTI UTIL PHONE-911 CNTY TRUNK LINE	081209	406.34
1-F00015	FLEETCOR TECHNOLOGIES						
		I-201612129266	29	-5324212	FUEL EXPENSE NOV FUEL EXP-E-911	081265	24.92
1-O00276	OKLA DEPT OF PUBLIC SAF						
		I-04-1703355	29	-5324308	CONTRACTED SE TELETYPE RENTAL	081300	350.00
1-O00556	OMAG-OK MUNICIPAL ASSUR						
		I-11/17/2016	29	-5324322	LIABILITY INS LIABILITY INS-E911	081303	725.21
		I-3RD QTR PREMIUM	29	-5324321	AUTO INSURANC AUTO INS-E-911	081303	47.33
1-S00249	MORGAN STANLEY SMITH BA						
		I-201612199281	29	-5324110	PENSION-DEFIN PENSION CONT-E-911	081316	3,921.00
1-S00580	AT & T						
		I-201612079240	29	-5324315	TELEPHONE UTI UTIL PHONE-E911	081164	5,818.20
		I-201612079242	29	-5324315	TELEPHONE UTI UTIL PHONE-911 WIRELESS	081165	228.36
		I-201612149269	29	-5324401	CAPITAL OUTLA UTIL PHONE-EQUIP LEASE	081213	2,403.33
1-U00020	UNITED STATES CELLULAR						
		I-201612079248	29	-5324315	TELEPHONE UTI CELL PHONE EXP-E-911	081168	46.84
					FUND 29 E-911	TOTAL:	15,064.14

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ACKET : 14836 14851 14855
ENDOR SET: Mult
UND : 30 ECONOMIC DEVELOPMENT

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-F0	FLEETCOR TECHNOLOGIES	I-201612129266	30 -5652212	FUEL EXPENSE NOV FUEL EXP-ECON DEV	081265	72.78
1-S00184	SECURITY BANK CARD CENT	I-201612129268	30 -5652350	BUSINESS DEVE BUS DEV EXP-DOT MEETING	081313	14.96
		I-201612129268	30 -5652350	BUSINESS DEVE BUS DEV EXP-BUS MEETING	081313	47.80
1-S00249	MORGAN STANLEY SMITH BA	I-201612199281	30 -5652114	PENSION-DEFIN PENSION CONT-ECON DEV	081316	1,226.00
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		1,361.54

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ENDOR SET: Mult

UND : 35 FLEET MAINTENANCE

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A00	ADVANCE AUTO PARTS					
	I-8117633570583	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081242	8.28
	I-8117634070675	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081242	162.34
	I-8117634083319	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081242	8.68
	I-8117634170726	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081242	84.41
	I-8117634183342	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081242	53.80
	I-8117634948386	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081242	162.12
	I-8117634970998	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081242	24.00
1-B00150	BEALES GOODYEAR TIRES					
	I-1-33211	35	-5862203	REPAIRS & MAI PARTS, ALIGNMENTS, ETC.	081247	30.00
	I-1-GS33449	35	-5862203	REPAIRS & MAI TIRES- UO-7337	081247	325.32
1-C00245	CATHEY & ASSOCIATES, L.					
	I-41368	35	-5862316	REPAIRS & MAI WINDSHIELD REPAIRS	081251	94.50
1-F00015	FLEETCOR TECHNOLOGIES					
	I-201612129266	35	-5862212	FUEL EXPENSE NOV FUEL EXP-FLEET MAINT	081265	263.52
1-G00010	G & C RENTAL CENTER, IN					
	I-43847	35	-5862203	REPAIRS & MAI PARTS FOR S-25	081267	140.00
1-G00490	GRISSOM IMPLEMENT INC					
	C-590611 CR	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	081270	39.58-
	I-594408	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	081270	25.84
	I-595472	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	081270	12.54
	I-597500	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	081270	10.78
1-K00190	YELLOWHOUSE MACHINERY C					
	I-197988	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	081282	111.96
	I-201197	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	081282	74.60
	I-201266	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	081282	106.53
1-K00005	KIAMICHI AUTOMOTIVE WHO					
	I-035995	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	28.80
	I-036242	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	15.14
	I-036347	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	37.31
	I-036396	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	47.43
	I-036463	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	104.99
	I-036542	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	123.23
	I-036561	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	64.95
	I-036570	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081283	10.98
1-M00590	MOSS WRECKER SERVICE					
	I-1622	35	-5862317	EMERGENCY VEH WRECKER FEE FOR PD-53	081290	250.00
1-O00075	O'REILLY AUTO PARTS					
	C-0230-429131 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081297	183.35-
	C-0230-430832 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	081297	9.39-

PAGE: 18

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-006	J'REILLY AUTO PARTS	continued				
		C-0230-430857 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	10.00-
		I-0230-428166	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	70.39
		I-0230-428489	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	29.99
		I-0230-428507	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	25.12
		I-0230-428867	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	143.53
		I-0230-428893	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	91.54
		I-0230-429039	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	4.09
		I-0230-429128	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	183.35
		I-0230-429563	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	13.58
		I-0230-429592	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	86.91
		I-0230-429979	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081297	111.24
		I-0230-430022	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	160.67
		I-0230-430642	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	10.98
		I-0230-430680	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	12.48
		I-0230-430788	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	83.12
		I-0230-430792	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	162.92
		I-0230-430815	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	9.39
		I-0230-430831	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	28.19
		I-0230-431024	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081298	86.30
1-S00249	MORGAN STANLEY SMITH BA					
	I-201612199281	35 -5862110	PENSION-DEFIN PENSION CONT-FLEET MAINT	081316	1,991.00	
1-T00612	ATC FREIGHTLINER GROUP,					
	I-125183127	35 -5862203	REPAIRS & MAI PART FOR S-28	081323	424.00	
	I-125183153	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	081323	33.77	
	I-125184045	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	081323	16.40	
1-U00020	UNITED STATES CELLULAR					
	I-201612079248	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET MAINT	081168	78.04	
1-W00009	WHITES TRACTORS					
	I-283744	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	081330	30.00	
	I-283748	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	081330	51.00	
			FUND 35 FLEET MAINTENANCE	TOTAL:	6,077.73	

2/21/2016 7:19 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

ACCOUNT : 14836 14851 14855

ENDOR SET: Mult

UND : 36 WORKER'S COMPENSATION

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-MO	MUTUAL ASSURANCE ADMIN	I-1612WC1111	36 -5215315	THIRD PARTY A W/C ADMIN	081291	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
1-B06	XLX GROUP, LLC	I-42182-1188/122016	38 -5215520	AGENT FEES	PREP-INTERIUM ARBITRAGE	081249	500.00
				FUND	38 DEDICATED SALES TAX-MPWA TOTAL:		500.00

2/21/2016 7:19 AM
ACKET : 14836 14851 14855
ENDOR SET: Mult
UND : 41 CIP FUND

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-C06	BOOK CONSULTING, LLC	I-PAYMENT #2	41 -5975409	SEWER LINE PR CONSULT FEE-SWR LINE	081253	22,515.00
1-E00257	ERGOTECH CONTROLS INC.	I-1537597	41 -5975411	AMI SYSTEM MISC COMPUTER ITEMS	081262	2,257.41
1-R00480	ROGER KEY EQUIPMENT	I-100719	41 -5974405	WTP LAGOONS & RENTAL ON TRACTOR	081310	13,100.00
1-S00388	SMILES	I-161060	41 -5321401	CAPITAL OUTLA OUTFIT 2 NEW POLICE	081317	5,561.23
		I-161077	41 -5321401	CAPITAL OUTLA OUTFIT 2 NEW POLICE	081317	5,576.18
		I-161078	41 -5321401	CAPITAL OUTLA OUTFIT 2 NEW POLICE	081317	828.00
			FUND 41 CIP FUND	TOTAL:		49,837.82

2/21/2016 7:19 AM
ACKET : 14836 14851 14855
ENDOR SET: Mult
UND : 44 TECHNOLOGY FUND

REGULAR DEPARTMENT PAYMENT REGISTER

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-106	FYLER TECHNOLOGIES	I-025-174433	44 -5225401	TECHNOLOGY UP PUBLIC SAFETY SOFTWARE	081276	6,380.00
			FUND	44 TECHNOLOGY FUND	TOTAL:	6,380.00
				REPORT GRAND TOTAL:		599,692.93

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
EAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
016-2017	01 -2100	CLEET PAYABLE (COURT)	4,459.19						
	01 -2101	AFIS PAYABLE - COURT	2,459.52						
	01 -2102	FORENSICS PAYABLE (COURT)	2,374.58						
	01 -2103	OBN PAYABLE (COURT)	46.86						
	01 -5210202	OPERATING SUPPLIES	73.28	2,500	1,535.32				
	01 -5210302	CONSULTANTS/LABOR RELATION	72.00	45,000	34,835.00				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	720.52	6,700	1,692.08				
	01 -5212317	ADVERTISING & PRINTING	400.00	2,500	1,060.91				
	01 -5212330	DUES & SUBSCRIPTIONS	101.00	700	439.00				
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	118.36	3,000	1,326.84				
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	257.96	3,000	2,052.04				
	01 -5213335	COUNTY INCARCERATION EXPEN	11,704.00	45,000	2,144.00				
	01 -5215110	PENSION - DEFINED BENEFIT	26,007.00	312,088	156,046.00				
	01 -5215202	OPERATING SUPPLIES	1,804.15	29,052	1,034.02				
	01 -5215312	EQUIPMENT RENTALS	95.40	27,205	2,405.00				
	01 -5215313	ELECTRIC UTILITY	27,918.69	314,522	160,232.88				
	01 -5215314	GAS UTILITY	758.16	28,200	24,984.97				
	01 -5215315	TELEPHONE UTILITY	1,967.18	38,000	14,348.84				
	01 -5215321	AUTO INSURANCE	11,880.83	47,500	10,983.00				
	01 -5215322	LIABILITY INSURANCE/BONDS	25,581.07	168,200	45,270.16				
	01 -5225212	FUEL EXPENSE	84.02	1,000	606.91				
	01 -5320328	INTERNET SERVICE	86.10	1,500	921.09				
	01 -5321208	CANINE UNIT SUPPLIES	86.88	3,800	3,500.00				
	01 -5321212	FUEL EXPENSE	5,252.50	75,000	43,450.84				
	01 -5321308	CONTRACTED SERVICES	284.00	7,000	2,955.75				
	01 -5321316	REPAIRS & MAINTENANCE	85.00	2,850	2,209.93				
	01 -5321325	FIRING RANGE	376.40	15,000	9,856.41				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	29.24	9,500	6,643.46				
	01 -5322212	FUEL EXPENSE	259.39	3,895	2,656.43				
	01 -5431202	OPERATING SUPPLIES	838.82	15,100	9,524.98				
	01 -5431207	CLOTHING ALLOWANCE	50.25	23,025	850.17				
	01 -5431212	FUEL EXPENSE	954.59	15,211	8,955.68				
	01 -5431305	PHYSICALS	625.00	12,000	11,375.00				
	01 -5431316	REPAIRS & MAINTENANCE	115.00	8,325	3,394.00				
	01 -5431328	INTERNET SERVICE	62.95	2,351	1,343.80				
	01 -5431329	PROMOTIONAL	625.50	3,500	2,459.50				
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	378.81	10,000	4,989.14				
	01 -5432212	FUEL EXPENSE	872.40	6,500	1,985.04				
	01 -5432308	CONTRACTED SERVICES	5,599.77	70,500	44,176.92				
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,297.65	40,850	14,694.24				
	01 -5542212	FUEL EXPENSE	876.07	16,500	9,456.43				
	01 -5542308	CONTRACTED SERVICES	68.00	14,000	4,216.00				
	01 -5542328	INTERNET SERVICE	153.48	1,830	911.05				
	01 -5543203	REPAIRS & MAINT SUPPLIES	1,460.87	15,400	608.50				
	01 -5544212	FUEL EXPENSE	100.28	2,070	976.36				

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	01 -5544308	CONTRACT LABOR	60.00	15,000	9,120.00				
	01 -5544328	INTERNET SERVICE	52.08	1,285	1,024.60				
	01 -5547212	FUEL EXPENSE	203.83	7,543	4,795.26				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,167.33	36,500	6,966.09				
	01 -5548212	FUEL EXPENSE	302.96	2,480	1,385.67				
	01 -5548311	PARKING RENTAL	485.00	4,500	0.00				
	01 -5548316	REPAIRS & MAINTENANCE	1,787.66	20,900	9,194.45				
	01 -5548328	INTERNET SERVICE	75.97	912	379.45				
	01 -5652212	FUEL EXPENSE	75.17	3,525	2,583.53				
	01 -5652317	ADVERTISING & PRINTING	57.10	2,300	1,466.50				
	01 -5652336	FEES	52.00	1,800	928.00				
	01 -5653212	FUEL EXPENSE	13.66	1,100	870.68				
	01 -5653213	SAFETY EXPENSE	1,363.77	25,500	13,268.80				
	01 -5653317	ADVERTISING & PRINTING	269.70	2,000	667.21				
	01 -5653348	DRUG TESTING/PHYSICALS	240.00	8,000	1,934.12				
	01 -5865212	FUEL EXPENSE	1,440.67	22,962	7,978.95				
	01 -5865218	STREET REPAIRS & MAINTENAN	7,178.95	235,000	20,527.30				
	01 -5865328	INTERNET SERVICE	75.96	1,910	1,110.69				
	01 -5865331	EMPLOYEE TRAVEL & TRAININ	68.16	500	431.84				
	02 -5216212	FUEL EXPENSE	444.53	11,250	8,445.60				
	02 -5216317	POSTAGE	1,914.27	32,000	16,746.25				
	02 -5216336	FEES	778.51	24,100	13,678.31				
	02 -5267110	PENSION - DEFINED BENEFIT	12,769.00	153,238	76,624.00				
	02 -5267202	OPERATING SUPPLIES	899.70	12,500	9,420.30				
	02 -5267313	ELECTRIC UTILITY	32,622.65	423,835	236,853.26				
	02 -5267314	GAS UTILITY	152.38	8,000	7,328.21				
	02 -5267315	TELEPHONE UTILITY	8,977.49	109,575	56,261.51				
	02 -5267316	REPAIRS & MAINTENANCE	14.30	4,750	4,678.50				
	02 -5267321	AUTO INSURANCE - FLEET	2,547.17	12,241	4,679.00				
	02 -5267322	LIABILITY INSURANCE/BONDS	8,890.73	48,652	13,145.48				
	02 -5866212	FUEL EXPENSE	284.78	7,850	5,762.25				
	02 -5866306	CONTRACTED REFUSE SERVICES	148,352.98	1,861,388	1,123,642.95				
	02 -5871212	FUEL EXPENSE	49.85	1,100	713.91				
	02 -5871302	CONSULTANTS	1,120.00	100,000	6,844.80				
	02 -5871331	EMPLOYEE TRAVEL & TRAININ	247.59	3,000	2,215.47				
	02 -5973203	REPAIRS & MAINT SUPPLIES	865.12	40,500	13,295.83				
	02 -5973210	RESIDUE HANDLING-CHEMICAL	39.15	58,800	53,008.84				
	02 -5973212	FUEL EXPENSE	453.15	10,950	7,654.88				
	02 -5973302	CONSULTANTS (IND. PRETREAT	1,800.00	21,600	0.00				
	02 -5973304	LAB TESTING	414.44	32,100	9,103.77				
	02 -5973328	INTERNET SERVICE	175.86	824	241.18	Y			
	02 -5974302	CONSULTANTS	98,702.75	1,219,976	636,894.53				
	02 -5975209	UTILITY MAINTENANCE SUPP.	1,243.96	84,000	12,851.14				
	02 -5975211	WATER METERS	9,932.34	20,000	1,840.19				
	02 -5975212	FUEL EXPENSE	1,521.81	22,500	13,416.67				

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
	02 -5975235	WATER MAIN REPAIR	2,490.03	40,000	26,432.95				
	02 -5975328	INTERNET SERVICE	67.51	785	379.94				
	03 -5876110	PENSION-DEFINED BENEFIT	954.00	11,448	5,724.00				
	03 -5876203	REPAIRS & MAINT SUPPLIES	90.00	1,900	66.74				
	03 -5876212	FUEL EXPENSE	172.04	2,400	1,470.89				
	03 -5876313	ELECTRIC UTILITY	1,213.41	15,650	6,927.10				
	03 -5876315	TELEPHONE UTILITY	31.23	340	137.86				
	03 -5876321	AUTO INSURANCE	104.67	425	111.00				
	03 -5876322	INSURANCE/BONDS	2,525.58	11,568	542.33				
	05 -5218313	ELECTRIC UTILITY	92.45	2,000	1,491.64				
	08 -5549110	PENSION-DEFINED BENEFIT	1,061.00	12,734	6,368.00				
	08 -5549212	FUEL EXPENSE	424.48	8,366	5,957.23				
	08 -5549308	CONTRACT SERVICES	765.54	15,500	8,015.00				
	08 -5549315	TELEPHONE UTILITY	93.68	4,610	2,565.80				
	08 -5549321	AUTO INSURANCE	257.33	2,982	2,210.00				
	08 -5549322	LIABILITY INSURANCE/BONDS	966.95	6,212	2,312.45				
	27 -5655110	PENSION-DEFINED BENEFIT	720.00	8,645	4,325.00				
	27 -5655202	OPERATING SUPPLIES	54.53	2,500	1,854.90				
	27 -5655212	FUEL EXPENSE	42.88	537	307.95				
	27 -5655214	TOURISM EXPENSE	198.82	34,500	26,809.89				
	27 -5655315	TELEPHONE UTILITY	31.23	1,000	725.29				
	27 -5655331	TRAVEL & TRAINING	26.80	4,000	2,312.56				
	28 -5654110	PENSION-DEFINED BENEFIT	1,397.00	16,766	8,384.00				
	28 -5654203	REPAIR & MAINT SUPPLIES	929.41	20,000	13,256.84				
	28 -5654210	CONCESSION SUPPLIES	1,238.95	25,000	14,788.36				
	28 -5654212	FUEL EXPENSE	76.20	1,450	1,073.20				
	28 -5654308	CONTRACT SERVICES	89.10	3,000	1,787.49				
	28 -5654314	GAS UTILITY	108.83	26,600	26,197.68				
	28 -5654315	TELEPHONE UTILITY	219.46	2,800	1,353.53				
	28 -5654316	REPAIRS & MAINTENANCE	85.00	35,000	23,294.88				
	28 -5654321	AUTO INSURANCE	98.00	787	493.00				
	28 -5654322	LIABILITY INSURANCE/BONDS	7,967.62	41,916	17,097.21				
	28 -5654401	CAPITAL OUTLAY	5,329.09	20,000	7,896.22				
	29 -5324110	PENSION-DEFINED BENEFIT	3,921.00	47,060	23,534.00				
	29 -5324212	FUEL EXPENSE	24.92	1,449	996.27				
	29 -5324308	CONTRACTED SERVICES	350.00	59,483	55,355.00				
	29 -5324315	TELEPHONE UTILITY	7,592.35	98,015	50,212.73				
	29 -5324321	AUTO INSURANCE	47.33	482	340.00				
	29 -5324322	LIABILITY INSURANCE/BONDS	725.21	3,325	411.57				
	29 -5324401	CAPITAL OUTLAY	2,403.33	38,900	24,480.02				
	30 -5652114	PENSION-DEFINED CONTRIBUTI	1,226.00	6,193	3,914.73	Y			
	30 -5652212	FUEL EXPENSE	72.78	3,700	3,432.73				
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	62.76	24,600	5,638.44				
	35 -5862110	PENSION-DEFINED BENEFIT	1,991.00	23,896	11,950.00				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	3,400.67	226,845	115,561.28				

** G/L ACCOUNT TOTALS **

EAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	35 -5862212	FUEL EXPENSE	263.52	1,871	1,077.04				
	35 -5862315	TELEPHONE UTILITY	78.04	750	295.00				
	35 -5862316	REPAIRS & MAINTENANCE	94.50	30,000	26,827.71				
	35 -5862317	EMERGENCY VEHICLES	250.00	45,000	6,054.70-	Y			
	36 -5215315	THIRD PARTY ADM FEES	941.68	11,300	0.00				
	38 -5215520	AGENT FEES	500.00	15,000	7,000.00				
	41 -5321401	CAPITAL OUTLAY	11,965.41	60,709	34.09				
	41 -5974405	WTP LAGOONS & DRYING BEDS	13,100.00	284,390	240,595.44				
	41 -5975409	SEWER LINE PROJECTS	22,515.00	158,490	29,824.50				
	41 -5975411	AMI SYSTEM	2,257.41	30,803	1,454.41-	Y			
	44 -5225401	TECHNOLOGY UPGRADES	6,380.00	274,774	114,776.19				
** 2016-2017 YEAR TOTALS **			599,692.93						

NO ERRORS

** END OF REPORT **

12/21/2016 7:29 AM
PACKET : 14836 14851 14855
VENDOR SET: Multiple
BANK : Multiple

A / P CHECK REGISTER

PAGE: 13

VEN	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	12/2016	154,392.69CR
02	12/2016	337,772.05CR
03	12/2016	5,090.93CR
05	12/2016	92.45CR
08	12/2016	3,568.98CR
27	12/2016	1,074.26CR
28	12/2016	17,538.66CR
29	12/2016	15,064.14CR
30	12/2016	1,361.54CR
35	12/2016	6,077.73CR
36	12/2016	941.68CR
38	12/2016	500.00CR
41	12/2016	49,837.82CR
44	12/2016	6,380.00CR
ALL		599,692.93CR



McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016
Department: City Council
Prepared By: Pete Stasiak for Mayor John Browne
Date Prepared: December 20, 2016

Item Number: Consent Agenda D
Account Code: _____
Budgeted Amount: \$500
Exhibits: None

Subject

Consider and act upon, authorization of expenditures up to \$ 500.00 in City Funds for the Mayor to attend the Oklahoma Mayors Council Congress of Mayors.

Recommendation

Motion to approve and to authorize expenditures up to \$ 500.00 in City Funds for the Mayor to attend the Oklahoma Mayors Council Congress of Mayors to be held January 20, 2017 in Guthrie, Oklahoma.

Discussion

Approved By

Department Head

City Manager

P. Stasiak

Initial

Date



Champions For Effective Local Government



Mayors Council of Oklahoma **CONGRESS OF MAYORS**

January 20, 2017

Scottish Rite Masonic Temple

900 E Oklahoma Ave, Guthrie, OK 73044

- 8:00 – 8:45 a.m. **Registration & Committee Assignment; Credentialing**
Continental breakfast will be served.
- 8:45 – 8:55 a.m. **All mayor delegates find assigned seats**
- 8:55 - 9:10 a.m. **Welcome, Steve Gentling, Mayor of Guthrie**
- 9:10 – 10:00 a.m. **Roll Call, Prayer & State of the Cities, & Guest Speaker**
Address by Mayor "Speaker of the House"
- 10:00 - 10:05 a.m. **Group Photo**
- 10:05 – 11:45 p.m. **Adjourn to Committee Meetings by Issue in Assigned Rooms**
Committee chairs will explain rules; authors will introduce legislation; committees will discuss and draft bill
- 11:45 – 12:45 p.m. **Lunch Sponsored by Oklahoma Municipal Assurance Group**
- 12:45 - 1:30 p.m. **David Weatherford, Municipal Attorney for Coweta, Sand Springs, Mannford & Mounds**
Stability Test and City Council Handbook
- 1:30 – 5:00 p.m. **Debate Bills, Committee Substitutes; Final Passage**
(Authors introduce & explain legislation to full congress; after debate/committee substitutes, votes taken for final passage)

MCO CONGRESS OF MAYORS

January 20, 2017 • Scottish Rite Masonic Temple • Guthrie

REGISTRATION FORM

THERE IS NO CHARGE FOR THIS EVENT!

WE WOULD APPRECIATE YOUR COMPLETING THE INFORMATION BELOW AND RETURNING IT NO LATER THAN JANUARY 16 TO ENSURE AN ADEQUATE COUNT.

Please copy this form for additional registrants.

Name & Title _____

Municipality _____

Billing Address _____

City, State, Zip _____

If you are new to your position, who did you replace? _____

Where can you be contacted? Phone number _____ E-mail Address _____

TO REGISTER: Please return this form no later than 5:00 p.m. on Monday, January 16, 2017, to Oklahoma Municipal League, 201 N.E. 23rd, Oklahoma City, OK 73105 or fax to (405) 528-7560.
After January 16, please plan to register onsite.

Do you plan to attend the reception Thursday evening? ____ Yes ____ No

Thursday Night Reception - TBD

Spouse/Guest Registration

Name & Title _____

Municipality _____

Billing Address _____

City, State, Zip _____

Where can you be contacted? Phone number _____ E-mail Address _____

HOTEL ACCOMMODATIONS: If you require hotel accommodations during the Congress of Mayors, please contact the La Quinta Inn & Suites Guthrie, 406 Heather Rd, Guthrie, OK 73044, (405) 293-6000 to make your reservation. Please tell them you will be attending the Congress of Mayors so that you will get the room rate of \$93/night for standard king or \$102/night for standard queen. Our cutoff date for rooms is **December 19th..** After that date rooms may not be available and/or you will pay a higher rate. If you are paying with a purchase order, you must **submit the purchase order at the time you make your reservation.**

Please rank these issues by your interest level, from 1 to 5, with 1 being the issue you are most interested in. In order to have equal representation in each committee, we may not be able to place you in your highest interest level issue. Therefore, committee assignments will be made in a first come, first served order.

____ Transportation/Infrastructure

____ Public Safety

____ Municipal Operations

____ Community & Economic Development

____ Municipal Finance

Congress of Mayors

The congress should consist of five issues that will ultimately make our platform. These five issues will also make up the five committees. It will also help the delegation's organization by limiting the time in session to meet the five subjects. Instead of creating multiple pieces of traditional legislation, resolutions containing multiple subjects can serve as the legislation debated on the floor. The tentative issues are as follows:

- Transportation/Infrastructure
- Public Safety
- Community/Economic Development
- Municipal Finance
- Municipal Operations/Governance

Committee Process

Each committee will consider one resolution with multiple subjects. The chair will use their judgment to determine how many points can feasibly be discussed in the preset time limit during the session. The Committee will be made up of a chair, resolution author and assigned delegates. The author will present the bill and provoke discussion from the delegates. The chair will manage the meeting and any amendments to the resolution. The delegates, including the chair and author, will vote on passage of the resolution. The committee process should resemble a city council meeting, giving the chair the ability to use discretion when managing the meeting.

The caucus will predetermine the initial committee. Unassigned delegates will be named to committees at registration. During this process, assignments will be made to create a balanced number of delegates in each committee.

Session

Each delegate will have an assigned seat in order to keep organization for the purpose of speaking. Each resolution will have a predetermined time limit to maximize floor discussion. The time limit and structure of discussion will be prescribed in the rules of the Congress. Any delegate desiring to speak on a resolution will be afforded time to do so in accordance with the rules. Floor amendments will be allowed in accordance with the rules. This will allow a delegate to express opinions to the Congress that may have been denied or were not discussed during the committee process. All floor amendments must be germane to the resolution.

Time Limits

Resolution

Total time limit per resolution will be 30 minutes under the following rules. Time limits must be strictly enforced.

Author explanation	2 minutes
Questions and Answers	5 minutes
Amendments	10 minutes
Explanation	1 minute
Questions	2 minutes
Debate	10 minutes

Should there be any remaining time from the amendment process it can be allocated to floor debate.

Voting

All delegates will be afforded one vote per legislative action. Members wishing not to vote may do so. Should there be more than the allotted 101 members present those delegates will vote by yellow, red or green cards counted by the floor leaders and whips and presented to the chair. Paper ballots will be cast and presented to the parliamentarian by the designated leaders.

Delegates

Any mayor or vice mayor of an Oklahoma municipality is eligible to be a delegate, however there will be only one delegate per municipality. Delegates do not have to be a member of the Mayors Council of Oklahoma or a member city of the Oklahoma Municipal League.

Leadership

Speaker — Will serve as the leader of the Congress and present the State of Cities Address and helps manage the entire Congress. After the first resolution others are offered a chance to take the roll of Speaker.

Speaker Pro Temp - Essentially serves as the vice chair of the Congress and assumes the responsibility of managing the entire Congress along with the Speaker.

Floor Leaders - The two floor leaders will equally be responsible for managing half the delegation during session. Floor leaders will assist members with the legislative process and work with the Whips to spur debate and discussion during session.

Whips — The floor Whips will each be assigned an isle to manage. Whips will be responsible for answering question of their assigned members, encouraging discussion and collecting papers ballots if necessary.

Committee Chair - Responsible for presiding over an assigned committee and managing the legislative process including amendments and passage of the final resolution.

Authors - The five authors will be responsible for presenting their resolution to the committee and the Congress during session.

- Municipal Finance
- Transportation/Infrastructure
- Public Safety
- Community/ Economic Development
- Municipal Operations

Process

The Congress was designed to work like the Legislature and utilizes similar functions and positions. This will allow our members to better understand the legislative process and make officials better advocates for municipal issues.



McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016 **Item Number:** Consent Agenda E

Department: _____ **Account Code:** _____

Prepared By: Peter Stasiak, City Manager **Budgeted Amount:** _____

Date Prepared: December 20, 2016 **Exhibits:** 1

Subject

Consider and act upon, receipt of the Permit No. WL000061160962 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,455 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the 2015 CDBG Water Improvements-Phase II.

Recommendation

Staff recommends acceptance of the Permit No. WL000061160962 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,455 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the 2015 CDBG Water Improvements-Phase II.

Discussion

Approved By

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



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

November 21, 2016

RECEIVED
DEC 09 2016
BY: Engineering Dept. *KK*

Mr. John Browne, Mayor/Chairman
City of McAlester
PO Box 578
McAlester, Oklahoma 74501

Re: Permit No. WL000061160962
2015 CDBG Water Improvements - Phase II
Facility No. 1020609

Dear Mr. Browne:

Enclosed is Permit No. WL000061160962 for the construction of 1,455 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the 2015 CDBG Water Improvements - Phase II, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 21, 2016. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of McAlester, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

D. Adam Divine, E.I.
Construction Permit Section
Water Quality Division

AD/ER/RC/ag

Enclosure

c: Jeff Brents, Regional Manager, DEQ
MCALESTER DEQ OFFICE
Robert D. Vaughan, P.E., Infrastructure Solutions Group, LLC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000061160962

WATER LINES

FACILITY No. 1020609

PERMIT TO CONSTRUCT

November 21, 2016

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct 1,455 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the 2015 CDBG Water Improvements - Phase II, located in NE/4, SW/4, NE/4, of Section 36, T-6-N, R-14-E, Pittsburg County, Oklahoma, in accordance with the plans approved November 21, 2016.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000061160962

WATER LINES

FACILITY No. 1020609

PERMIT TO CONSTRUCT

- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000061160962

WATER LINES

FACILITY No. 1020609

PERMIT TO CONSTRUCT

- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

ER





McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016
Department: City Clerk
Prepared By: Cora Middleton, City Clerk
Date Prepared: December 20, 2016

Item Number: Consent Agenda F
Account Code: _____
Budgeted Amount: _____
Exhibits: Several

Subject

Consider and act upon, to concur with the Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 202705-JS.

Recommendation

Motion to concur with the Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 202705-JS.

Discussion

OMAG, the City of McAlester's Liability Insurance carrier has found no liability on the City's part regarding the incident related to Claim No. 202705-JS and are recommending that the City officially deny this claim in compliance with the Governmental Tort Claims Act, 51 Okla. Sec. 157(A) and (B).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>12.20.16</u>
City Manager	_____	_____



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

December 6, 2016

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

RE: Member : City of McAlester
Claimant : Demela Lowe
Date of Loss : 9/25/2016
Claim No. : 202705-JS

Dear Ms. Middleton:

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

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

Thus to begin the 180-day statute of limitations prior to 07/14/17, you must deny this claim in writing before 01/15/17. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial**. To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,


Jayne Spies
Claims Manager



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

December 5, 2016

~~Demela Lowe~~
~~810 E. Wyandotte~~
~~McAlester, OK 74501~~

RE: Member : City of McAlester
Claimant : Demela Lowe
Date of Loss : 9/25/2016
Claim No. : 202705-JS

Dear Ms. Lowe:

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

The officer had a legal right to be in the home. The officer became trapped in a hallway with no room to retreat when your dog approached the officer in an aggressive manner. While the officer would have been legally justified in firing at the moment your dog presented itself in an aggressive manner and within a few feet of the cornered officer, he showed restraint. He did not fire until the dog rushed him. All of this was captured on video. Under these facts, the officer's conduct was legally justified and there is no legal liability for the City or the Officer for the death of your dog.

Based on this information we are recommending denial of this claim to the City of McAlester.

Sincerely,


Jayne Spies
Claims Manager

✓ cc: City of McAlester



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

October 18, 2016

Demela Lowe
810 E. Wyandotte
McAlester, OK 74501

Re: Member	:	City of McAlester
Claimant	:	Demela Lowe
Date of Loss	:	9/25/2016
Claim Number	:	202705-JS

Dear Ms. Lowe:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Jayne Spies
(405) 657-1400
Fax: (405) 657-1401
jspies@omag.org

Please note the timeline for the processing of a claim found in Title 51, Section 157 of the Oklahoma Statutes. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

cc: City of McAlester

**FAX MESSAGE
FROM
OMAG**

Oklahoma Municipal Assurance Group

3650 S. BOULEVARD, EDMOND, OK 73013-5581

PAGE 1 OF 2

Bus: (405) 657-1400

Fax: (405) 657-1401

DATE: 10/18/16

FAX: 918-421-4971

TO: City of McAlester

ATTN: Cora Middleton

FROM: OMAG Claims Department

RE: Acknowledgement Letter

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

*****Please note our new address as well as our new phone and fax numbers*****

Cora Middleton

From: Cora Middleton
Sent: Monday, October 17, 2016 3:24 PM
To: 'claimsdepartment@omag.org'
Subject: Notice of Tort Claim - Demela Lowe
Attachments: 4349_001.pdf

To Whom It May Concern:

Attached is documentation regarding a Notice of Tort Claim filed by Demela Lowe. Ms. Lowe is requesting the replacement of her dog that was shot by a City of McAlester Police Officer during a call. This claim was the subject of an Open Records Request, but not all of that information is included at this time. Please review this claim and contact me to discuss what other documentation you may need to process it.

Thank you,

Cora Middleton, CMC
City Clerk

From: First Floor Copier
Sent: Monday, October 17, 2016 3:12 PM
To: Cora Middleton <cora.middleton@cityofmcalester.com>
Subject: Attached Image
)

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time-frame may result in the claim being barred in its entirety. Other limitations to your claim may apply. (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Demela Lowe

CLAIMANT(S) SOCIAL SECURITY NO. _____

ADDRESS 810 E. Wyandotte McAlester, OK 74501

CLAIMANT(S) DATE OF BIRTH _____

PHONE: HOME () _____ BUS. () _____

Continue on another sheet if needed for any information requested)

- DATE AND TIME OF INCIDENT 9/25/2016 a.m. () p.m. ()
- LOCATION OF INCIDENT 810 E. Wyandotte McAlester, OK 74501
- DESCRIBE INCIDENT (See attached)

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO ☒ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ☒ If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL N/A

ALL MEDICAL BILLS (attach Copies) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL BODILY INJURY. \$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME _____ BODY TYPE _____ YEAR _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ N/A
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL PROPERTY \$ _____

5. NAME OF YOUR INSURANCE CO. N/A POLICY NO. _____ AMOUNT CLAIMED _____ AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

(Body Camera Footage)
Name _____ Address _____ Phone Number _____
Name _____ Address _____ Phone Number _____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

\$1,000 for Dream/pregnant - Average pup Amount \$1,000 TOTAL CLAIM \$ 9,000 - \$12,000
@ Average Litter Size (8-12)

Demela Lowe
SIGNATURE(S)

10/17/2016
DATE

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by

(Title) City Clerk, on Oct. 17, 2016

For further information on this claim contact

(Title) City Clerk, by telephone at (918) 433-7300 ext. 4956

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Police Department Complaint and UIC Registration Cert.

Persons who have knowledge of the circumstances surrounding this claim are:

Name

Title/Position

Telephone

1. _____

2. _____

3. _____

4. _____

Submitted by:

Cora Middleton

Date

Oct. 17, 2016

Title:

City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
4130 N. Lincoln Blvd
Oklahoma City, OK 73105-5209
Fax (405) 525-0009

McAlester Police Department

AFFIDAVIT

FORMAL CITIZEN COMPLAINT FORM

COMPLAINANT

NAME: Demela Lowe AGE: 74 DOB: 5/1/45
ADDRESS: 810 E. Wyandotte McAlester, OK PHONE:
BUSINESS ADDRESS: BUS. PHONE:

I, Demela Lowe, make the following true and correct statement voluntarily, of my own free will. It is made without any threat, coercion, offer of benefit, favor or offer of favor, by any person whatsoever.

RESPONDENT

NAME OF ACCUSED (IF KNOWN): Officer Steve Nave
IF UNKNOWN, PROVIDE DESCRIPTION:
EMPLOYMENT: McAlester Police Department
ALLEGED INCIDENT OCCURRED: 09 125 2016 AT 11:40-11:55 AM PM
MONTH DAY YEAR

LOCATION OF INCIDENT: 810 E. Wyandotte McAlester, OK 74501 (my home)

(On the pages that follow, describe in detail the nature of the incident, giving specific details, statements, violations, locations and/or personal injuries.)

Mail or deliver the completed packet to:

**McAlester Police Department
Office of the Chief
P.O. Box 388
McAlester, OK 74502**

Demela Lowe
Signature of Complainant

10/13/16
Date of Statement

RECEIVED BY
[Signature] 10/13/16

CONTINUATION OF FORMAL CITIZEN COMPLAINT

COMPLAINANT: Demeha Lowe

RESPONDENT: Officer Steve Nave

List specific allegation (s):

1. Dez, "Dream," being shot twice and killed
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

IN NARRATIVE FORM PLEASE DESCRIBE OR EXPLAIN THE ACTIONS THAT ARE ALLEGED TO HAVE BEEN COMMITTED BY THE RESPONDENT:

On 9/25/2016, between 11:40 a.m. and 11:55 a.m., MPD was called to my home at 810 E. Wyandotte. It took awhile for them to arrive so I didn't think they were actually coming. Therefore, I continued to help Rachael Bentley pack with my dog "Dream" laying by my side. Eventually, Officer Steve Nave arrived. After entering my home and engaging in some small talk with my brother and dad, my brother (Clotis Lowe Jr.) asked if he (Nave) wanted "him (Lowe) to go to the backroom and get us so that he could talk to us. He (Nave) said no, no need to "stir the nest"

Demeha Lowe

Signature of Complainant

10/13/16

Date of Statement

CONTINUATION OF FORMAL CITIZEN COMPLAINT

COMPLAINANT: Demela Howe

RESPONDENT: Officer Steve Nave

just get. Let her finish packing. "During this entire time we had no clue that Officer Nave had arrived. Shortly after the small talk, without announcing nor verifying that there were no guns/weapon/dogs present for his safety before entering a cluttered hallway which would block his getaway in the event of a need to, he went ahead and made his way down the hall. I did not know it was him until we made eye contact. Dream noticing him and her doing what any dog would do; and that's protect its home. She's not vicious, has never bitten anyone and yes we know Officer Nave did not know that. But entering without announcing, verifying caused this incident to occur. When it did, Nave reacted in fear (because he was nearly attacked in the recent past) and he was in a cluttered hallway. How did the incident end with him and the other dog in the recent past? Why didn't he ask/announce or make sure the home/hallway/room was safe to enter? This makes him, (and not having the proper training) the Department responsible for this action and it needs to be reminded !!!

Demela Howe

Signature of Complainant

10/13/14

Date of Statement

CONTINUATION OF FORMAL CITIZEN COMPLAINT

COMPLAINANT: Demele Lowe

RESPONDENT: Officer Steve Nave

On the following paragraph, please sign your name; circle your response and initial. Regardless of your decision concerning the polygraph (lie detector), your complaint will be investigated.

I, Demele Lowe, voluntarily agree OR will not agree of my own free will, to submit to a polygraph (lie detector) examination to support the truthfulness of my complaint.

I, Demele Lowe, have read (or have had read to me) the foregoing statement, consisting of 4 pages, to which I have affixed my signature, and affirm the facts contained therein are true and correct.

NOTICE OF RACIAL PROFILING:

Racial Profiling is defined as the detention, interdiction or other disparate treatment of an individual solely on the basis of the racial or ethnic status. If you believe you have been a victim of racial profiling, you may file a complaint with the State of Oklahoma Human Rights Commission or the District Attorney's Office in the county where the incident occurred.

Demele Lowe
Signature of Complainant
10/13/16
Date of Statement

YOUR SIGNATURE NEEDS TO BE EITHER WITNESSED AND/OR NOTARIZED.

Witness Signature: Debra McIntosh Print Name: Debra McIntosh
Witness Address: 201 W. Park City/ST: McAlester Zip: 74501
Witness Home Phone: _____ Witness Work Phone: _____

State of Oklahoma, County of Pittsburg, ss:

Subscribed and sworn to before me, a Notary Public, in and for said County and State,
this 13 day of October, 2016.

[Signature]
Signature of Notary Public



My Commission Expires:

06-09-19

THE MOST COMPLETE PEDIGREES IN THE WORLD

THE TOTAL DOG REGISTRY®

United Kennel Club Registering Office

KALAMAZOO, MICHIGAN

ESTABLISHED 1898

PERMANENT REGISTRATION CERTIFICATE

This dog is Registered with the United Kennel Club

PURPLE RIBBON BRED® Purple Ribbon, 'PR', is a designation given to a dog at birth and represents a minimum of three generations of registered ancestors on record at United Kennel Club. The Purple Ribbon Bred Seal is a mark of distinction.

As **'PR'LOWE'S DREAM**

UKC® Reg. No. **A786,573**

Breed **INBRED
AMERICAN PIT BULL TERRIER**

Sex **FEMALE**

Color **BLUE WHITE**

The Sire is **'PR'EL AZUL**

Sire's UKC® Reg. No. **A334,026**

The Dam is **'PR'ICE DE APOLLO**

Dam's UKC® Reg. No. **A557,385**

Tattoo

Birthdate **01/19/2015**

The Sole Signatory / Registrant(s) On Record Is

The Sole Signatory (the individual listed first as shown below) must sign as the Seller.

**DEMELA LOWE
810 E WYANDOTTE
MC ALESTER OK 74501**

By witness of our signature and seal, the names and Championship designations of the dogs on this pedigree were those recorded and shown as current on each dog's record as of **JULY 27, 2016**



President, United Kennel Club

UKC® IS THE REGISTERED TRADEMARK OF THE UNITED KENNEL CLUB





McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016 **Item Number:** Consent Agenda G
Department: _____ **Account Code:** _____
Prepared By: Peter Stasiak, City Manager **Budgeted Amount:** _____
Date Prepared: December 21, 2016 **Exhibits:** 3

Subject

Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #6, in the amount of \$ 65,188.95 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 #6 in the amount of \$ 65,188.95 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: December 20, 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 # 6
ITEM	ITEM NO.

December 19, 2016	Washington Ave. Pavement Reconstruction	\$ 65,188.95
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: December 20, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

December 21, 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. Six (6)

Dear Mr. Stasiak:

Enclosed you will find four (4) copies of the Contractor's Pay Request No. Six (6) for the above referenced project which covers the time period through December 15, 2016.

We recommend payment of this Pay Estimate No. Six (6) in the amount of \$65,188.95.

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

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. 9

Application Period: 11-16-16 to 12-15-16		
To (Owner): CITY OF McALESTER	From (Contractor): KATCON, INC.	Via (Engineer): INFRASTRUCTURE SOLUTIONS
Project: WASHINGTON AVENUE STREET RECONSTRUCTION	Contract: Kelly Ward	Original (Days): 120 Revised (Days): 53 Remaining (Days): 24
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: MC-15-02

Application for Payment

Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
1	\$ 3,240.00		1. ORIGINAL CONTRACT PRICE	\$ 449,984.00
2	\$ -		2. Net change by Change Orders	\$ 39,250.45
3	\$ 36,010.45		3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$ 489,234.45
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ 471,331.45
			5. RETAINAGE:	
			a. 5% x \$402,711.50 Work Complete	\$ (23,566.57)
			b. 5% x \$0.00 Stored Materials	\$ -
			c. Total Retainage (Line 5a + Line 5b)	\$ (23,566.57)
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 447,764.88
TOTALS	\$ 39,250.45	\$ -	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ (382,575.93)
NET CHANGE BY		\$ 39,250.45	8. AMOUNT DUE THIS APPLICATION	\$ 65,188.95
CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ 41,469.67

Contractor's Certification

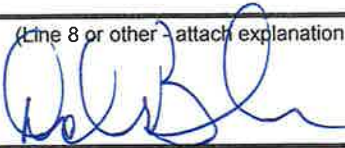
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title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

By:  DATE: 12-19-16

Payment of: \$ 65,188.95

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

is recommended by:


(Engineer)

12/20/16
(Date)

Payment of: \$ 65,188.95

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

is approved by:

(Owner) (Date)

Approved by:

Funding Agency (if applicable) (Date)

Progress Estimate (UNIT ITEM BIDS)

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

Contractor's Application

Application Period: 10-16-16 to 11-15-16

A

Application Number: 5

Application Date: 11/18/2016

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)	% Complete	G Balance to Finish (B-F)	Retainage
1 Earthwork	LS	1		\$ 80,460.00	\$ 78,840.00	\$ 1,620.00		\$ 80,460.00	100%	\$ -	\$ (4,023.00)
2 Solid Slab Sod	SY	750	\$ 11.52	\$ 8,640.00	\$ -	\$ -		\$ -	0%	\$ 8,640.00	\$ -
3 Aggregate Type A	CY	760	\$ 21.60	\$ 16,416.00	\$ 14,796.00	\$ 1,620.00		\$ 16,416.00	100%	\$ -	\$ (820.80)
4 PC Concrete for Pavement Placement	SY	3,200	\$ 18.46	\$ 59,072.00	\$ 46,377.00	\$ 12,695.00		\$ 59,072.00	100%	\$ -	\$ (2,953.60)
5 PC Concrete for Pavement	CY	530	\$ 129.60	\$ 68,688.00	\$ 65,059.00	\$ 3,629.00		\$ 68,688.00	100%	\$ -	\$ (3,434.40)
6 Concrete Joint Sealing	LF	6,600	\$ 2.70	\$ 17,820.00	\$ 14,256.00	\$ 2,106.00		\$ 16,362.00	91%	\$ 1,458.00	\$ (818.10)
7 Concrete Curb	LF	1,380	\$ 8.65	\$ 11,937.00	\$ 11,269.00	\$ 668.00		\$ 11,937.00	100%	\$ -	\$ (596.85)
8 4" Concrete Sidewalk	SY	180	\$ 43.75	\$ 7,875.00	\$ 3,940.00	\$ 3,110.00		\$ 7,050.00	89%	\$ 825.00	\$ (352.50)
9 6" Concrete Driveway	SY	106	\$ 63.20	\$ 4,740.00	\$ 3,790.00	\$ 950.00		\$ 4,740.00	100%	\$ -	\$ (237.00)
10 Tactile Warning Devices	SF	96	\$ 39.50	\$ 3,792.00	\$ 1,890.00	\$ 1,902.00		\$ 3,792.00	100%	\$ -	\$ (189.60)
11 6" Perforated Underdrain Round	LF	1,450	\$ 16.20	\$ 23,490.00	\$ 21,143.00	\$ 2,347.00		\$ 23,490.00	100%	\$ -	\$ (1,174.50)
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	\$ 52,855.00	\$ -		\$ 52,855.00	100%	\$ -	\$ (2,642.75)
14 Removal of Sidewalk	SY	175	\$ 14.60	\$ 2,555.00	\$ 2,555.00	\$ -		\$ 2,555.00	100%	\$ -	\$ (127.75)
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	\$ 10,914.00	\$ -	\$ -	\$ 10,914.00	100%	\$ -	\$ (545.70)
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	\$ 5,887.50	\$ 1,962.50		\$ 7,850.00	100%	\$ -	\$ (392.50)
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)
24 CO #3 4" Concrete Sidewalks	SY	575	\$ 43.75	\$ 25,156.25	\$ -	\$ 25,156.25		\$ 25,156.25	100%	\$ -	\$ (1,257.81)
25 CO #3 6" Concrete Driveways	SY	31	\$ 63.20	\$ 1,959.20	\$ -	\$ 1,959.20		\$ 1,959.20	100%	\$ -	\$ (97.96)
26 CO #3 Removal of Sidewalk	SY	575	\$ 14.60	\$ 8,395.00	\$ -	\$ 8,395.00		\$ 8,395.00	100%	\$ -	\$ (419.75)
27 CO #3 Additional bond Cost (Sidewalks)	LS	1	\$ 500.00	\$ 500.00	\$ -	\$ 500.00		\$ 500.00	100%	\$ -	\$ (25.00)
TOTAL				\$ 489,234.45	\$ 402,711.50	\$ 68,619.95	\$ -	\$ 471,331.45	96%	\$ 17,903.00	\$ (23,566.57)



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>December 27, 2016</u>	Item Number:	<u>1</u>
Department:	<u>Finance</u>		
	<u>Toni Ervin, CFO / Nate</u>		
Prepared By:	<u>Atchison, Finley and Cook</u>	Account Code:	<u></u>
Date Prepared:	<u>December 19, 2016</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Consider and act upon, acceptance of the annual City of McAlester Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2016.

Recommendation

Motion to accept the annual Audit for Fiscal Year ending June 30, 2016 for the City of McAlester.

Discussion

In accordance with the City Charter, the Audit and Finance Advisory Committee has conducted a review of the June 30, 2016 City of McAlester GAAP Financial Statement.

1. Audited GAAP Financial Statements

Approved By

Initial

Date

Department Head

T. Ervin

City Manager

P. Stasiak

PJS

12-22-16



McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016 **Item Number:** 2

Department: Gene Walker, Vice Chairman, McAlester Defense Support Assoc.

Prepared By: Defense Support Assoc. **Account Code:** _____

Date Prepared: December 21, 2016 **Budgeted Amount:** _____

Exhibits: 9

Subject

Consider and act upon, approval and authorization for the Mayor to sign a Contract for Services with the McAlester Defense Support Association (MDSA) and McAlester Defense Support Services, Inc. (MDSS) for the creation of a full time office and Executive Director position for MDSS. This contract includes shared funding with the MDSA for the remainder of FY 2016-2017.

Recommendation

Motion to approve and authorize the Mayor to sign the Contract for Services with MDSA and MDSS for the Executive Director Position for MDSS.

Discussion

This action item is the result of the Special City Council Meeting held December 6, 2016. The following attachments are for your review:

1. MDSA/MDSS/McAlester Chamber of Commerce/City of McAlester Relationships
2. MDSA/MDSS/City of McAlester Contract for Services
3. MDSA/MDSS/City of McAlester Working Agreement Scope of Work/Responsibilities
4. 2016-2017 Operational Budget
5. 2017-2018 Preliminary MDSS Budget
6. MDSA Executive Director Budget (City/Chamber/MDSA Partnership Agreement)
7. MDS Executive Director Job Description
8. MDSA/MDSS Executive Director Proposal Analysis
9. MDSA/MDSS/McAlester Chamber of Commerce Scope of Work and Responsibilities

Approved By

Department Head

City Manager

P. Stasiak

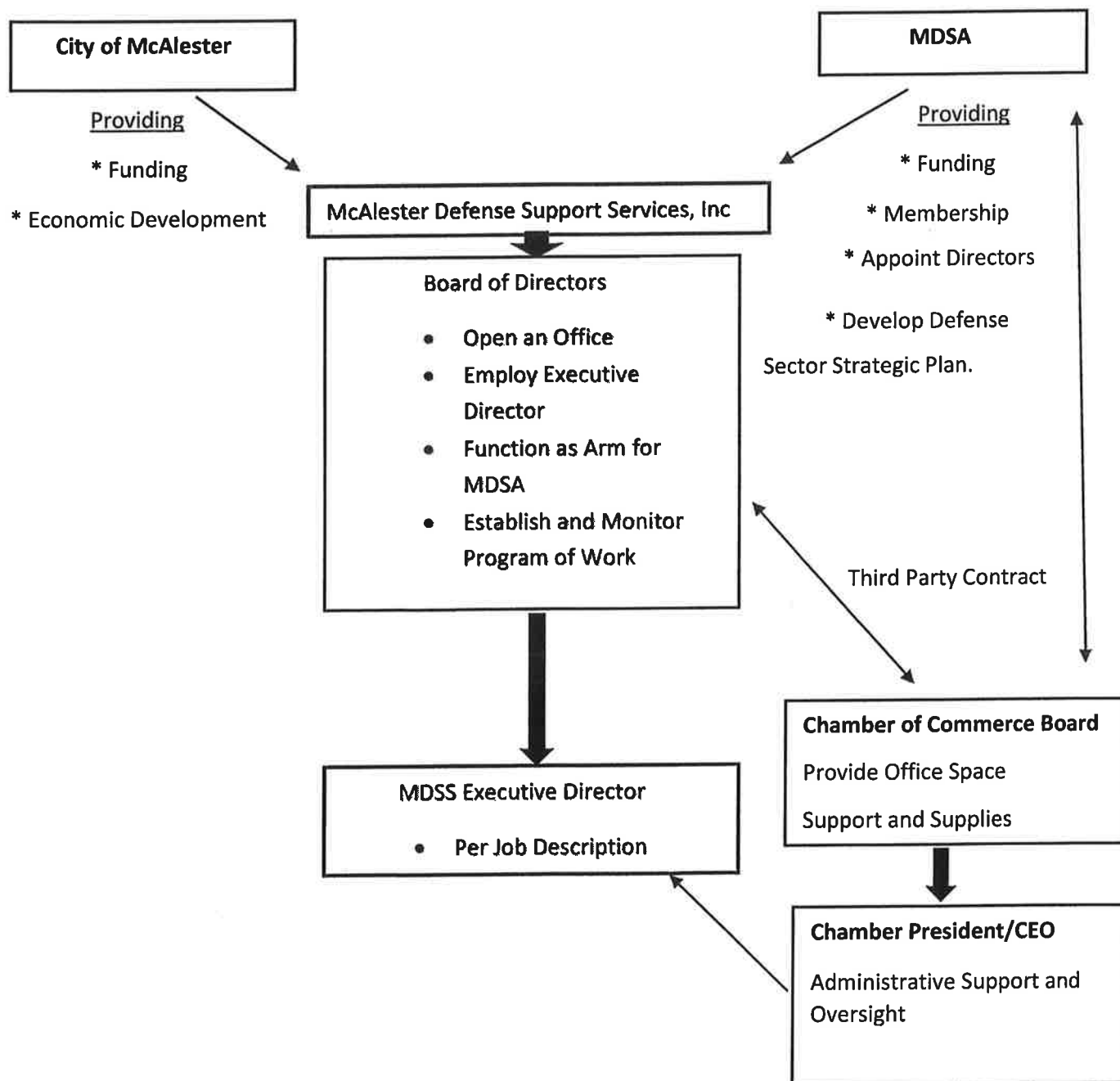
Initial

Date

PJS

12-22-16

RELATIONSHIPS – DEFENSE SECTOR
CITY OF McALESTER, MDSA, MDSS, CHAMBER



**CONTRACT FOR SERVICES
THE CITY OF McALESTER
THE McALESTER DEFENSE SUPPORT SERVICES, INC.
AND
THE McALESTER DEFENSE SUPPORT ASSOCIATION**

This Agreement, effective this 1st day of January, 2017, is by and between the City of McAlester (City), the McAlester Defense Support Services Inc. (MDSS) and the McAlester Defense Support Association (MDSA).

WHEREAS, nationally, and within the Department of Defense (DOD), a local community's active support for its defense industry is a key measurement in the evaluation of the viability of the community and defense facility. Envisioned here, the three parties to this agreement, McAlester Defense Support Association, McAlester Defense Support Services, Inc., and the City of McAlester, working in conjunction with the McAlester Chamber of Commerce would utilize their available respective resources to increase synergy to that end and to facilitate maximum and full employment in Defense.

In 2009, the community organized a non-profit association, the McAlester Defense Support Association, (MDSA), which has been granted a Non-Profit Status by the IRS. Since that time, membership drives have been held and defense sector enhancement activities have been undertaken. Several mutual projects and contracts have been undertaken by the City of McAlester and the MDSA. Recognizing the significant impact of McAlester Army Ammunition Plant (McAAP) and the defense industry on the area's economy, efforts of the MDSA, the City of McAlester, the McAlester Army Ammunition Plant (McAAP), consultants, and volunteers have increased every year.

Historically, funds raised by membership and the efforts of community and business volunteers, along with City staff, have been the source of budget and manpower requirements. With the increase in the activities of the McAlester Defense Support Association, it is becoming evident that the area would benefit from a full time Executive Director employed to act as the Community's primary contact point and as a resource to the City and McAlester Defense Support Association in the Defense Sector efforts of each. To accomplish this, the McAlester Defense Support Services, Inc. has been created as a 501(c)6 organization. To create and enable this organization and employment of an Executive Director, funding from the McAlester Defense Support Association membership and the City of McAlester is desirable and included herein.

NOW THEREFORE, in consideration of the mutual promises in the WORKING AGREEMENT (Exhibit A) and BUDGET 2016-2017 (Exhibit B), attached hereto and made a part of, the parties mutually agree as follows:

ARTICLE I. CHARACTER AND EXTENT OF SERVICES

- A. The **City** agrees, to the best of its abilities, to provide the services identified in the attached WORKING AGREEMENT under the City of McAlester and funding reflected on the attached Budget. (Exhibit B)
- B. The **MDSS** agrees, to the best of its abilities, to provide the services identified in the attached WORKING AGREEMENT under the McAlester Defense Support Services, Inc.
- C. The **MDSA** agrees, to the best of its abilities, to provide the services identified in the attached WORKING AGREEMENT and the funding reflected on the attached Budget. (Exhibit B)

ARTICLE II. BILLING AND PAYMENTS

- A. The **City** agrees to pay McAlester Defense Support Services Inc. the amount of one thousand seven hundred fifty dollars (\$1,750.00) per month beginning January 1, 2017 through June 30, 2017 (\$10,500 for the contract period). Such services shall be for administrative support, office space, and contract administration of McAlester Defense Support Services Inc. as reflected in the WORKING AGREEMENT. In addition, it is agreed that the City shall reimburse the expenses defined in the attached BUDGET which shall not exceed the maximum total of \$31,929.00 for the contract period.
- B. The **City** agrees to the reimbursement of City budgeted expenses which will be made on the basis of itemized statements submitted by McAlester Defense Support Services Inc. each month end. These statements will include appropriate receipts/statements as evidence of payment due. Payment to McAlester Defense Support Services Inc. is due within thirty (30) days after receipt of the invoice.
- C. The **McAlester Defense Support Association** agrees to the reimbursement of McAlester Defense Support Association budgeted expenses which will be made on the basis of itemized statements submitted by McAlester Defense Support Services Inc., each month end. These statements will include appropriate receipts/statements as evidence of payment due. Payment to the McAlester Defense Support Services Inc. is due within 15 days after receipt of the invoice.
- D. Recognizing the need for operating funds, **McAlester Defense Support Association** agrees, at the beginning of the agreement, to advance McAlester Defense Support Services Inc. an agreed upon amount for operation of the office while awaiting reimbursements.

ARTICLE III. PERIOD OF PERFORMANCE

- A. This AGREEMENT will be in effect through June 30, 2017. However, this AGREEMENT may be terminated by any of the parties with thirty (30) days written notice, and may be extended, or renewed upon written agreement by all parties.
- B. The parties hereto shall consider a BUDGET 90 days prior to the fiscal year July 1-June 30 each year. It is to be determined 60 days in advance of expiration of the AGREEMENT whether to continue the relationship.
 - 1) The BUDGET for office and administration expenses, as well as funding sources, is to be approved by all parties.
 - 2) The BUDGET shall be developed by the Executive Director of MDSA/MDSS and approved by all parties as consistent with their respective Defense Sector plans.
- C. Any party, hereto, has the right to suspend support and participation at the end of each funding year if, in their view, the relationship or resources are inadequate.
- D. In the event of one party's failure to implement this AGREEMENT, any aggrieved party may withdraw their support and participation by providing a 30 day notice to the other parties.

ARTICLE IV. NOT A WARRANTY

All parties, hereto, agree to use their best efforts in furtherance of the work described. It is mutually agreed, however, that the parties do not guarantee or warrant any particular results of the work to any party.

ARTICLE V. ENFORCEMENT

It is mutually understood and agreed that this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action at law or in equity, or judicial proceedings for the enforcement of this AGREEMENT, or any provision, thereof, shall be resolved by a court of Law having jurisdiction.

ARTICLE VI. ENTIRE AGREEMENT

This document and the attached WORKING AGREEMENT and BUDGET is incorporated herein and embodies the entire AGREEMENT between the City of McAlester, McAlester Defense Support Association, and McAlester Defense Support Services, Inc. There are no promises, terms, conditions, or obligations of either party other than those contained herein.

This AGREEMENT shall supersede all previous correspondence, representations, or agreements, either written or oral between the parties.

IN WITNESS WHEREOF, the City of McAlester, McAlester Defense Support Association, and McAlester Defense Support Services Inc. do hereby place their signatures.

CITY OF MCALESTER

By _____ Date _____
John Browne, Mayor

Attest: _____
Cora Middleton, City Clerk

MCALESTER DEFENSE SUPPORT ASSOCIATION

By _____ Date _____

MCALESTER DEFENSE SUPPORT SERVICES, INC.

By _____ Date _____

**The City of McAlester
The McAlester Defense Support Association, and
The McAlester Defense Support Services, Inc.**

WORKING AGREEMENT 1-01-2017

SCOPE OF WORK AND RESPONSIBILITIES

1. CITY OF McALESTER

Shall have Responsibility for:

1. Economic development projects strengthening McAlester Army Ammunition Plant (McAAP) and the defense sector.
2. Workforce development for the defense sector and related areas.
3. Housing needed to support job growth in the defense sector.
4. Specific areas identified in the Defense Sector Strategic Plan pertaining to economic development, workforce development or housing.
5. Building and retaining related and key relationships to accomplish these purposes.
6. Utilizing appropriate funds to enable increased staff and administrative support as conceived here.
7. Continue to be a conduit for Oklahoma Strategic Military Planning Commission (OSMPC) funding as approved by the McAlester Defense Support Association (MDSA), Oklahoma Strategic Military Planning Commission, and the City of McAlester for defense related projects.
8. Continue to support efforts as needed beyond those enabled by this funding.

Examples of Responsibilities:

1. Continue to be a viable and important resource, recognizing the economic impact of defense.
2. Continue to be a valuable team member in defense efforts.
3. Work closely with the MDSA/MDSS and McAAP and look for ways and means for the city government to assist in cooperative joint ventures that synchronize installation, needs, missions, and infrastructure with Community Development efforts.
4. Work with MDSA/MDSS and McAAP related to McAAP property and boundaries protecting, to the extent possible, encroachment issues regarding land use and zoning.
5. Continue to include Defense Economic Development strategies into the City's overall Economic and Community Development Plans.
6. Continue Economic Development efforts in recruiting Defense Contractors consistent with the Defense Sector Strategic Plan, working jointly with MDSA/MDSS and McAAP.
7. Continued funding of approved third party Defense Sector Contracts, incorporating the MDSA Executive Director into the process as an integral member.
8. Sharing information with MDSA/MDSS Board and Staff personnel and the Chamber.

McALESTER DEFENSE SUPPORT ASSOCIATION (MDSA)

Shall have Responsibility for:

1. Continue in its existing organizational structure and responsibilities.
2. Maintain an approved joint budget with the City and MDSA that provides MDSA and Membership funding for the MDSS applicable to:
 - a. McAlester Stampede support
 - b. Military Legislative Assistance (MLA) and Congressional visits
 - c. Contacts with McAAP and Defense Sector representing membership and supported by the Executive Director
 - d. Continued funding of the Spectrum Defense Sector Study as previously contracted
 - e. Related expenses
3. Not receive any included funding directly but will use membership funds and other MDSA resources for its defined participation in MDSS Inc. responsibilities.

2. McALESTER DEFENSE SUPPORT SERVICES, INC.

Shall have Responsibility for:

1. Serve as the operating arm of the McAlester Defense Support Association.
2. Serve as the Contracts Officer for the Spectrum Contract for Department of Defense (DOD) Monitoring and Advocacy.
3. In coordination with the Work programs of the MDSA, shall give primary guidance and direction for defense related activities for the Executive Director and/or contracted administration.
4. Interview candidates for Executive Director along with the President/CEO of the Chamber of Commerce for said position when contracted for Administrative oversight.
5. The MDSS shall comply with its bylaws.
6. Coordinate preparation and execution of an annual budget to provide for all approved operating budgets including activities and personnel.
7. Shall prepare and approve a Job Description for an Executive Director.
8. Consistent with an approved budget, shall employ and compensate an Executive Director to execute the budget and work programs.
9. Hiring, Retention and Termination of the Executive Director will be the responsibility of McAlester Defense Support Services, Inc.
10. The Executive Director's role is one of leadership and resource. In his/her Job Description, he/she shall:
 - a. Provide appropriate leadership and resources to the community, government officials, and defense industries for defense related efforts of the area
 - b. Carry the message of the economic impact of the Defense Industry in SE Oklahoma to other units of government and business impacted by the industry and work to achieve their participation and membership
 - c. Develop a plan of self-sustaining membership to become less or non-dependent on the City of McAlester as the primary source of funding
 - d. Provide insight and assistance to the City and McAAP in their respective Missions
 - e. Work with MDSA Executive Committee and the City's Economic and Community Development leadership to assist, as needed, in accomplishing their respective roles
 - f. Provide the primary contact with MDSA membership with individual meetings and newsletters
 - g. Coordinate an annual Membership Drive, events, and meetings
 - h. Serve as MDSA's primary contact point with the City, McAAP and the Defense Sector
 - i. Serve as community's primary contact point with MLA's and Congressional inquiries
 - j. Serve as community's central source of information for Defense related issues

- k. MDSA Executive Director to speak only behalf of MDSA/MDSS and the Defense efforts/strategies as developed through this Working Agreement
- l. Serve as the point of contact for Federal, State, and local leadership and representatives, including MLA's
- m. Assist the Chamber, the City, and MDSA in Mission development and program of work
- n. Assist in Procurement of new funding via DOD for MILCON projects or expansion
- o. Recommend and oversee membership benefits, invoicing, and structure
- p. Work closely with the President/CEO of the McAlester Chamber of Commerce, McAAP, DAC, Choctaw Defense, Defense Contractors and the City of McAlester to achieve mutual goals related to defense impact on the economy of the area
- q. Plan and coordinate the McAlester Stampede under the directions established by the MDSS Directors
- r. Coordinate the efforts of consultants contracted to assist in any MDSA defined responsibilities
- s. Develop and distribute a regular newsletter to membership, contracted parties, and VIP
- t. Establish relationship with Association of Defense Communities and to become a strong regional partner
- u. To share information to and from Economic Development staff

OPERATIONAL BUDGET 2016-17

McALESTER DEFENSE SUPPORT SERVICES

MDSA Exec Director-1 Feb

6 month Budget - Jan 17- Jun 17

2016-17

BUDGET	SOURCE			MDSS OFFICE
	City	Detail	MDSA	TOTAL
MDSA Exec Director	\$ 18,750	Salary and Wages - 5 mo. - \$3750 mo	\$ -	\$ 18,750
Payroll taxes	\$ 1,584	FICA, Medicare, Unemployment, Work. Comp 8.45%	\$ -	\$ 1,584
Insurance	\$ 3,000	Health Insurance - \$600 mo	\$ -	\$ 3,000
Contract Admin and Space	\$ 10,500	Administrative oversight and support-1750 mo	\$ -	\$ 10,500
Secretarial, Reception Services	\$ -	Contract Included	\$ -	\$ -
Postage	\$ -	Est \$40 per month - Contract included	\$ -	\$ -
Office Supplies	\$ -	Paper, etc. est \$ 80 per month - Contract Incl.	\$ -	\$ -
Conference fees	\$ 1,100	Various ADC and similar conferences	\$ -	\$ 1,100
Conference travel	\$ 3,495	Hotel, airfare, rental car, meals	\$ -	\$ 3,495
Misc Expenses	\$ -	Est \$20 per month - Chamber	\$ -	\$ -
Misc. travel	\$ 1,250	Misc travel expense and allowance	\$ -	\$ 1,250
Dues and Subscriptions	\$ -	Memberships Assoc of Defense Communities	\$ 240	\$ 240
Cell phone	\$ 500	\$100 per month	\$ -	\$ 500
Office Rent 10 mo + 1000 equip	\$ -	Utilize Chamber	\$ -	\$ -
Community Membership Events	\$ -	Annual Briefings, Updates	\$ 900	\$ 900
Hosted Events, VIP and Briefings	\$ 2,250	As requested and scheduled	\$ 500	\$ 2,750
Operational Total	\$ 42,429		\$ 1,640	\$ 44,069
Total Contract Jan 2017-June 2017				
Balance Spectrum - Part Yr 2 Contract- City	\$ 11,460	Balance Spectrum - Part Yr 2 Contract- MDSA	\$ 14,028	\$ 25,488
Balance Spectrum - Part Yr 2 Contract.r- OSMPC	\$ 7,163			
	\$ 18,623	Note MDSA pd exp FY YTD- Stampede and Spectrum -	\$ 22,219	

Spectrum/Stampede Expenses Paid Jul-Dec 16 (City/OSMPC)

Total Paid Spectrum thru 12-16 \$ 20,378

Stampede - Actual \$ 450

Spectrum/Stampede Expenses Paid Jul-Dec 16 (MDSA)

Total Paid Spectrum thru 12-16 \$ 10,973

Stampede - Actual \$ 11,246

"For Information Only"

**PRELIMINARY
McALESTER DEFENSE SUPPORT SERVICES**

2017-18

BUDGET	SOURCE			MDSS OFFICE
	City	Detail	MDSA	TOTAL
MDSA Exec Director	\$ 22,010	Salary and Wages - \$3750 mo.	\$ 22,990	\$ 45,000
Payroll taxes	\$ 1,860	FICA, Medicare, Unemployment, Work. Comp 8.45%	\$ 1,943	\$ 3,803
Insurance	\$ 7,200	Health Insurance - \$600 mo.	\$ -	\$ 7,200
Contract Admin and Space	\$ 21,000	Administrative oversight and support-1750 mo	\$ -	\$ 21,000
Secretarial, Reception Services	\$ -	Contract Included	\$ -	\$ -
Postage	\$ -	Est \$40 per month - Contract Included	\$ -	\$ -
Dues and Subscriptions	\$ -	Memberships Assoc of Defense Communities	\$ 240	\$ 240
Office Supplies	\$ -	Paper, etc. est \$ 80 per month - Contract Incl.	\$ -	\$ -
Conference fees	\$ 1,100	Various ADC and similar conferences	\$ -	\$ 1,100
Conference travel	\$ 3,495	Hotel, airfare, rental car, meals	\$ -	\$ 3,495
Misc Expenses	\$ 3,495	Est \$20 per month - Chamber	\$ -	\$ 3,495
Misc. travel	\$ 3,000	Misc travel expense and allowance	\$ -	\$ 3,000
Dues and Subscriptions	\$ -	Memberships Assoc of Defense Communities		\$ -
Cell phone	\$ 1,200	\$100 per month	\$ -	\$ 1,200
Office Rent	\$ -	Chamber Designated Office Space	\$ -	\$ -
Community Membership Events	\$ -	Annual Briefings, Updates	\$ 900	\$ 900
Hosted Events, VIP and Briefings	\$ 2,250	As requested and scheduled	\$ 500	\$ 2,750
Operational Total	\$ 66,610		\$ 26,573	\$ 93,183
McAlester Stampede Total	\$ 20,775		\$ 250	\$ 21,025
Travel-Staff	\$ 3,100	Hotel, airfare, travel to AP, Storage, meals, etc.	\$ -	\$ 3,100
Supplies & Misc	\$ 650	Name tags, Supplies, Local Trans, Printing	\$ -	\$ 650
Capitol Reception	\$ 7,000	Food, space,	\$ -	\$ 7,000
Meetings, Catering	\$ 775	Space and refreshments	\$ -	\$ 775
VIP Dinners	\$ 3,250	Delegation and local participants	\$ -	\$ 3,250
Staff Reception	\$ 1,000	Food, space,	\$ 250	\$ 1,250
Misc. Contingencies-Stampede	\$ 5,000	Contingencies-Cost Increases Stampede	\$ -	\$ 5,000
TTL Expenses	\$ 87,385		\$ 26,823	\$ 114,208

Spectrum Contract

City	\$ 14,000	MDSA	\$10,000
OSMPC	\$ 40,000		

MDSA Executive Director Budget (12-06-2016)
City/MDSA/MDSS Partnership Agreement

			FY2016-2017 (January 1, 2017 thru June 30, 2017) Budget by Funding Source				FY2017-2018 (July 1, 2017 thru June 30, 2018) Budget by Funding Source			
			6 Months				12 Months			
Budget Activity	Detail	Notes	City	2016 OSMPC	MDSA	Total	City	2016 OSMPC	MDSA	Total
► MDSA Executive Director Operational Budget										
MDSA Executive Director	Salary and Wages	\$3,750 Per Month	\$18,750	100%	\$0	\$18,750	\$22,010	49%	\$0	\$22,010
Payroll taxes etc	FICA/ Medicare, Unemployment/WC	8.45% Salaries	\$1,584	100%	\$0	\$1,584	\$1,860	49%	\$0	\$1,860
Insurance	Health Insurance	\$600 Per Month	\$3,000	100%	\$0	\$3,000	\$7,200	100%	\$0	\$7,200
Contract Admin and Space	Administrative oversight and support	\$1,750 Per Month	\$10,500	100%	\$0	\$10,500	\$21,000	100%	\$0	\$21,000
Postage	Included in Contracted Services	\$40 Est \$40 per month	\$0		\$0	\$0	\$0		\$0	\$0
Office Supplies	Included in Contracted Services	\$80 Est \$80 per month	\$0		\$0	\$0	\$0		\$0	\$0
Misc Expenses	Included in Contracted Services	\$20 Est \$20 per month	\$0		\$0	\$0	\$0		\$0	\$0
Office Rent + \$1000 equip	Included in Contracted Services		\$0		\$0	\$0	\$0		\$0	\$0
Dues and Subscriptions	Membership in Assoc Defense Comm	\$240 Annual Dues	\$0		\$240	\$240	\$0		\$240	\$240
Conference Fees	Various ADC and similar conferences	\$1,100	\$1,100	100%	\$0	\$1,100	\$1,100	100%	\$0	\$1,100
Conference Travel	Hotel, airfare, rental car, meals		\$0		\$0	\$0	\$0		\$0	\$0
Annual ADC Summit in DC	June (Association of Defense Communities)		\$3,495	100%	\$0	\$3,495	\$3,495	100%	\$0	\$3,495
Undesignated Event TBD	TBD (Not Included in FY2016-2017 Budget)		\$0		\$0	\$0	\$0		\$0	\$0
Misc travel	Misc travel expense and allowance	\$250 Per Mo.	\$1,250	100%	\$0	\$1,250	\$3,000	100%	\$0	\$3,000
Cell phone		\$100 \$100 per month	\$500	100%	\$0	\$500	\$1,200	100%	\$0	\$1,200
Community Membership Events	Annual Briefings, Updates		\$0	0%	\$900	\$900	\$0		\$900	\$900
Hosted Events, VIP and Briefings	As requested and scheduled		\$2,250	82%	\$500	\$2,750	\$2,250	82%	\$500	\$2,750
MDSA Executive Director Operational Total			\$42,429	96%	\$0	\$42,429	\$66,610	71%	\$0	\$66,610
► McAlester Stampede										
Travel-Staff	Previously expensed as September event		\$0		\$0	\$0	\$3,100	100%	\$0	\$3,100
Supplies & Misc	Name tags, Supplies, Local Trans. Printing		\$0		\$0	\$0	\$650	100%	\$0	\$650
VIP Congressional Reception	Food, space,		\$0		\$0	\$0	\$7,000	100%	\$0	\$7,000
Meetings, Catering	Space and refreshments		\$0		\$0	\$0	\$775	100%	\$0	\$775
Dinners with Oklahoma Delegation	Delegation and local participants	2 Senators/ 1 Congressman	\$0		\$0	\$0	\$3,250	100%	\$0	\$3,250
Congressional Staff Reception	Food, space,		\$0		\$0	\$0	\$1,000	80%	\$250	\$1,250
Contingency - Stampede	Cost increases and new required		\$0		\$0	\$0	\$5,000	100%	\$0	\$5,000
McAlester Stampede Total			\$0		\$0	\$0	\$20,775	99%	\$250	\$21,025
► The Spectrum Group Services- Base Agreement										
Balance of FY2016-2017 Contact as of 12-01-2016										
Legislative/DOD Monitoring & Advocacy			\$11,460		\$7,163	\$18,623	\$10,000	24%	\$32,000	\$42,000
MDSA Stampede (September)			\$0		\$0	\$0	\$0	0%	\$8,000	\$8,000
Travel Expense			\$0		\$4,000	\$4,000	\$4,000	100%	\$0	\$4,000
The Spectrum Group Services Total			\$11,460		\$11,163	\$22,623	\$14,000	22%	\$40,000	\$54,000
Total of Original FY2016-2017 Spectrum Contact										
			\$24,000	38%	\$15,000	\$39,000	\$25,000	39%	\$64,000	\$89,000
* \$100,000 of 2016 OSMPC Incentive Fund Grant was budgeted for Year 2 & 3 Supplemental & Follow-up Services through the Professional Services Agreement with The Spectrum Group/The Principi Group (TSG/TPG) for the development of a multifaceted Defense Sector Strategic Plan to protect and grow McAlester Army Ammunition Plant and the defense and homeland security segment of the Southeast Oklahoma Economy.										
► TOTAL EXPENSES			\$53,889		\$18,163	\$72,052	\$101,385		\$40,250	\$141,635
Three Trips Budgeted			ADC			Stampede			TBD	
			4 Nights			4 Nights			4 Nights	
Registration Fee			\$695			\$400			\$695	
Motel			\$1,100			\$1,500			\$1,100	
Airfare			\$500			\$500			\$500	
Airport Parking			\$100			\$100			\$100	
Taxi			\$100			\$100			\$100	
Individual Meals			\$400			\$400			\$400	
Hosted Legislative Meals			\$500			\$0			\$500	
Miscellaneous			\$100			\$100			\$100	
			\$3,495			\$3,100			\$3,495	

2016 McAlester Stampede			
Actual Costs			
Budget	City	MDSA	Total
\$650	\$0	\$149	\$149
\$6,000	\$0	\$6,565	\$6,565
\$775	\$0	\$431	\$431
\$2,325	\$0	\$3,286	\$3,286
\$1,000	\$450	\$814	\$1,264
\$10,750	\$450	\$11,246	\$11,696

7

MDSS

McAlester Defense Support Services, Inc.

Job Description: EXECUTIVE DIRECTOR; MDSS

The Executive Director of the McAlester Defense Support Services, Inc. (MDSS) shall be an employee of the MDSS and shall perform administrative, planning, research and advocacy functions on behalf of the McAlester Defense Support Association, a 501(c)(6) not for profit corporation, whose purpose is to promote the expansion, retention and effectiveness of McAlester Army Ammunition Plant (MCAAP), Defense Ammunition Center (DAC) and other defense organization missions within the McAlester geographic region resulting in an enhanced economy; to be the central point of contact and support for defense partners and local, State and Federal leaders. The Executive Director will be responsible to achieve membership growth of the McAlester Defense Support Association and to communicate information to supporting partners in the defense sector, to the membership and surrounding communities.

The Executive Director will report directly to the MDSS Board of Directors unless administrative oversight of the office has been contracted. That contract shall specify the responsibilities and authorities delegated.

Key Responsibilities include:

- Provide appropriate leadership and resources to the community, governmental officials and defense industries for defense related efforts of the geographic area
- Provide insight and assistance to City and MCAAP in their respective missions.
- Carry the message of the impact of the Defense Industry to all area levels of government and business in an effort to gain their support and involvement.
- Work to develop an organization which is more or singularly self-supporting through membership and sources other than from the City of McAlester.
- Work with MDSA (McAlester Defense Support Association) Executive Committee and the City's Economic and Community Development leadership to assist as needed in accomplishing their respective roles
- Coordinate MDSA activities such as the annual McAlester Stampede
- Primary contact with MDSA Membership with individual meetings, newsletters, town hall meetings and other network gatherings
- Coordinate an annual MDSA Membership Drive
- Serve as MDSA's primary contact point with the City, MCAAP and the Defense Sector
- Serve as the point of contact for Federal, State and local leadership and representatives, including MLA's
- Serve as the community's central source of information for Defense related issues
- Speak only on behalf of MDSA/MDSS and the defense efforts/strategies as developed between both organizations
- Work closely with the President and CEO of the Chamber of Commerce, MCAAP, DAC, Choctaw Defense, Defense Contractors and the City of McAlester to achieve mutual defense sector goals
- Coordinate informational sharing meetings with surrounding communities

- Establish a relationship with the Association of Defense Communities and grow MDSS into a strong regional partner
- Provide regular activity and financial reports to the Chamber President/CEO and to the MDSS/MDSA Board and parties to their mutual agreements

This job description does not constitute a contract for employment.

ILLUSTRATIVE EXAMPLES OF WORK

- MDSA Membership Development & Retention
 - Conduct annual membership renewal drive
 - Identify/recruit potential new members and contact/visit accordingly.
 - Process membership applications, invoices, etc.
 - Develop and maintain membership recruitment materials, brochures, etc.
 - Prepare membership newsletter content and distribute quarterly newsletter
 - Prepare and distribute special announcements to membership as events dictate
- Increase awareness and involvement of other communities and governments.
 - Carry the message of the economic impact of the Defense Industry on SE Oklahoma to other units of government and businesses impacted by the industry
 - Focus on achieving their participation and membership.
- Develop a plan to develop a self-sustaining membership to become less or nondependent on the City of McAlester as the primary source of funding.
- Annual MDSA Membership Meeting
 - Prepare and distribute "Save the Date" and Invitations
 - Draft and finalize membership meeting agenda
 - Finalize all meeting logistics, i.e., secure meeting facility, select menu, room setup, speakers/participants, handout materials, etc.
 - Summarize results of the meeting.
- Annual McAlester Stampede Event Coordinator
 - Key Stampede events/activities
 - * *Advance team walk through the day before the Stampede*
 - * *Dinner with Oklahoma Delegation Members (Senators/Congressman)*
 - * *Department of Defense briefings at the Pentagon*
 - * *Site visit to select McAAP P3 Defense Contractor Customers*
 - * *VIP Congressional Reception hosted by Senator Inhofe*
 - * *Day at the Capital Activities- Meetings with the Oklahoma Delegation, Military Legislative Assistants (MLA's), Senate Armed Services Committee (SASC)/ Senate Appropriations Committee – Defense (SAC[D]), House*

- Armed Services Committee (HASC)/ House Appropriations Committee – Defense (HAC[D]),*
- * *Congressional staff reception*
 - Assisting planning and monitoring Stampede planning in relation to approved budget.
- Coordinate any existing contracts with any on-site consultants.
 - Procure hotel site for local delegation- block of rooms, meeting rooms, etc.
 - Finalize logistics for all Stampede events/activities
 - * Facility reservations, catering contracts, room setup, audio/visual, etc.
 - * Confirmation of speakers/officials, obtain bios for local participant info packet
 - * Plan/ secure transportation/ transit between activities
 - * Finalize invitation list for VIP & Staff Receptions, prepare & distribute “Save the Date” & Formal Invitations
 - * Prepare a Stampede itinerary/program of activities & time schedule for distribution
 - Local McAlester Delegation
 - * Finalize and distribute registration form to local MDSA membership
 - * Finalize list of local delegation participating, obtain bios, flight info, contact info, etc.
 - * Prepare Booklet for local delegation, i.e. schedule of activities, speaker bios, talking points, etc.
 - Draft Stampede Talking Points with specific action items/ requests
 - Secretary of the Army General Counsel (SAGC) legal opinion on senior army officials attending stampede reception (WAG- widely attended gathering exception)
 - Prepare news releases on success of event and distribute to media outlets
 - Draft Thank You letters/ notes to presenters/speakers and special guests
 - MDSA sponsored events for visiting dignitaries, i.e. elected officials, congressional military legislative assistants (MLAS), high-ranking officers in the military, etc.
 - Distribute invitations to designated participants based on established MDSA protocol
 - Coordinate all meeting logistics, i.e., secure meeting facility, select menu, room setup, etc.
 - Perform administrative functions per the request of the MDSS Executive Committee
 - Prepare invoices, business correspondence, etc.
 - Conduct research and provide reports on topics of interest to MDSA/MDSS
 - Compile an annual MDSA program of work based on input from the MDSA/MDSS Executive Committee and Board
 - Prepare and distribute news release to media outlets to promote MDSA interest and to make announcements related to pertinent defense sector activities

- Plan and coordinate MDSA meetings and events, including developing and providing agendas & event scripts, completing and distributing minutes, soliciting sponsorships, preparing correspondence, and working with MDSA Executive Committee on getting support and publicity for MDSA related activities.
- Advocacy functions on behalf of the MDSA
 - Communications with Federal, State and local leadership and representatives, including MLA's to promote the adopted MDSA Program of Work.
 - Work on the development and implementation of MDSA social and military support events throughout the year.
- Other duties as assigned that further the purpose of the MDSS/MDSA.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- High energy, strong organization, leadership and time management skills to handle multiple complex projects and priorities.
- Perform well under high pressure situations.
- Comfortable working with local military leaders and elected officials at all levels of government.
- Fast learning of new information and key elements.
- Excellent research and writing skills required.
- Ability to be flexible to the scheduling needs of the organization.
- Ability to attend functions during and after/before regular work hours, as required.
- Executive follow through for job and project completion.
- Ability to organize, plan and prioritize workload involving multiple projects at one time
- Minimal out of town travel.
- Knowledge of public relations, advertising, and marketing is desirable.
- Proficient with Microsoft Office Suite; Word, Excel, Outlook, and PowerPoint.
- Proficient in social media tools such as Facebook, Instagram, LinkedIn and Twitter
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Works well independently and a team player that works well in a fast-paced, changing environment
- Takes initiative and seeks input from others when working on problem solving situations. Uses reason and logic in formulating solutions.
- Responds in a timely manner to customers and handles all interactions with professionalism. Demonstrates a sincere willingness to be of service to others.
- Inspires trust and confidence; works with integrity. Upholds organizational values.

PREFERRED EXPERIENCE:

- Former military experience
- Understanding of defense sector
- Knowledge of the surrounding communities
- Familiar with McAAP products and services
- Three years' minimum related work experience, preferred.
- Event or similar experience preferred.

EDUCATION:

- High school diploma or general education degree (GED).
- Bachelor's Degree from a four-year college or university desirable.

Physical demands

While performing the duties of this job, the employee may be required to sit at a desk and computer for long periods of time, is occasionally required to stand; use hands to finger, handle or feel; reach with hands and arms; stoop, kneel, crouch and/or crawl. May be requested to lift materials up to 35 pounds. Specific vision abilities required include reading computer screen and written documents; close vision, color vision and ability to adjust focus. Communicate via verbal, audible and written means.

Work Environment

Majority of duties will be performed in and from the MDSS office in McAlester during regular business hours. Some travel and work off-site will be required, as well as occasional work on evenings, weekends and/or holidays.

Time Commitment

A minimum average time commitment will meet or occasionally exceed 40 hours per week to fulfill the duties required for this exempt position.

Employment, Compensation and Employee Benefits

This is an "At Will" exempt position of the MDSS. Salary is commensurate with experience. Employment as a "Contract - 1099 Employee" will be considered if appropriate and mutually beneficial. The MDSS is an equal employment opportunity employer.

Reasonable Accommodation

It is the policy of the MDSS to provide reasonable accommodations to qualified individuals with a disability who are applicants for employment or employees to perform the essential functions of the job.

MDSA/MDSS Executive Director Proposal Analysis

1. Importance of community efforts to protect and grow the Defense Sector

For several years, as one of the 5 Defense communities within Oklahoma, our Senators and Congressmen encouraged community leaders to become actively engaged in showing support for McAAP and the defense industry. Subsequently, in 2009 the McAlester Defense Support Association (MDSA) was organized by business and individuals as a community effort to protect and grow the defense sector jobs at the McAlester Army Ammunition Plant (McAAP), Choctaw Defense and all Southeast Oklahoma defense and homeland security related industries. Recognizing the impact of the defense industry on the McAlester community and area, the City of McAlester became an active participant and leader. Below is some basic information on why it is so important that we maintain MDSA as a strong advocate to protect and grow the defense sector jobs in Southeast Oklahoma.

- **Today's challenging environment**

The President-elect and Congress are immediately faced with determining the fate of the existing sequestration law, the needed budget constraints and the new administration's stress of the need to increase our military capacity to defend the nation:

- The Department of Defense (DoD) continues to wrestle with right sizing and modernizing (transforming) of its military and the need to right size and modernize the "Industrial Base" of Defense.
- The McAlester Army Ammunition Plant (McAAP) is recognized by the DoD as a critical element of its Industrial Base.
- There are a myriad of views on the proper size for the defense budget and defense forces and the best way to modernize the Industrial Base and defense as a whole.
- While it is premature, now, for anyone to conclude the full directions that these conflicting sources will have on the elements of the defense sector, it is clear that there will have to be major discussions and decisions related to the Defense sector.
- It is unknown whether, or even when, a BRAC will be undertaken or whether a BRAC-like program will be undertaken to reduce waste and/or increase efficiency.
- Whichever direction the DoD ultimately undertakes, the MDSA desires to assist in ensuring that the McAlester Army Ammunition Plant (McAAP) is prepared for a potential major shifting in Industrial Base roles; not only postured to survive the next BRAC/BRAC-like action, but they are prepared for any potential new roles and missions as other facilities are closed or their missions redefined.
- Currently, a significant factor to be considered is the increased competition among communities for DoD missions within a reduced federal budget. However, now, many communities are organized and have an active and outcome-oriented local support program for military mission sustainment and growth. Conversely, relatively few had such programs during the early Base Realignment and Closure (BRAC) rounds of the late 1980s and 1990s.

- **The defense sector is the biggest economic engine for our community**

A 2011 Economic Impact Report on Oklahoma's Five Military Installations by the Oklahoma 21st Century Foundation and the Oklahoma Department of Commerce reported that in FY 2010 McAAP had:

- 1,758 civilian, military personnel, & contractors employed.
- Combined \$151.8 million total payroll.
- \$53,200 average wages for personnel, which was 80% greater than the region's average wage of \$29,300.
- Additional direct impacts in the economy from military construction projects (\$2.2 million); service contracts (\$32.0 million); and materials, equipment and procurement expenditures (\$42.3 million).
- 3,251 total jobs with economic spinoffs included.
- McAAP contributed \$203.8 million to the state's economy in FY 2010.

2. Increased administrative/ advocacy demands on MDSA Organization

- Since its inception, MDSA has strived each year to enhance its effectiveness and influence as an advocate to protect and grow the defense sector jobs in our area economy.
 - MDSA has continued to add additional functions to the annual Stampede event to enhance the events stature, effectiveness, and reach during our week in D.C. Examples of functions added since the inaugural 2012 Stampede:
 - * *Department of Defense briefings at the Pentagon*
 - * *Site visit to select McAAP P3 Defense Contractor customers*
 - * *Congressional staff reception to enhance awareness and build relationships*
 - * *Draft Stampede talking points with specific action items/ requests*
 - MDSA has expended additional volunteer man-hours increasing their efforts to work with the City, McAAP and Choctaw Defense to develop a unified Defense Sector Strategic Plan for our region.
 - MDSA has stepped up its game as an advocate at the local, state & federal level:
 - * Over the years MDSA has increased the number of sponsored events for visiting dignitaries, i.e. elected officials, congressional military legislative assistants (MLAS), high-ranking officers in the military, etc.
 - * MDSA has gotten more active throughout the calendar year in their efforts to monitor federal legislation, budgeting activities, and DoD policy decision making.
 - * Enhanced communication efforts throughout the year with federal, state and local leadership and representatives, including MLA's to promote the adopted MDSA Program of Work.

3. MDSA administrative/advocacy demands have outgrown the capacity of volunteer man-hours

- To be effective to the desired and needed level, maintain the existing workload, meet the unmet and expanding needs to cope with new challenges, the organizations mission workload has reached a point where it is an unrealistic expectation that the MDSA administrative/advocacy functions can be maintained by volunteer man-hours. The continuous efforts to enhance the effectiveness and influence of MDSA's advocacy in the future will make it even more difficult each year to manage these multiple activities solely with volunteer man-power.
- In addition to their primary functions, the City Economic Development team has absorbed some of the MDSA administrative/advocacy functions over the last couple of years.

- At a time of limited resources, the leadership of MDSA also recognizes that many more needs exist for MDSA mission effectiveness including such actions as:
 - Increased contacts and communications with and to supporting members.
 - Increased interface with the local defense sector for up-to-date awareness and reporting to appropriate parties.
 - Increased recruiting of new members and support from area governmental and business entities to improve self-sustainment.
 - Increased contact with the appropriate parties within the DoD and our representatives in government.
 - Greater coordination and communications with city, state and DC.
 - Renewal of administrative, secretarial and records keeping within the MDSA structure proper.
 - Increased capacity to plan and program appropriate steps in accomplishing the mission of the MDSA.
 - Increased advocacy for the Defense sector.
 - Less dependence on McAlester City Government for much of the preparatory and on-site planning, recruiting, coordination with DC, and on site needed work with the Stampede.

4. MDSA/MDSS Formation as the Operating Agency

- While recognized by the IRS as a 501 (c) (6) Non Profit Entity, the MDSA is not a Corporation, but was formed and recognized as an "Association".
 - To this point the MDSA has elected to not-receive public funds directly but has been funded by membership and worked in partnership efforts with other entities such as the City of McAlester.
- To best enable funding and operation of an organization which would be accountable under the Open Meeting Laws of the State of Oklahoma, a new 501 (c)(6) Non Profit Corporation has been created, the "McAlester Defense Support Services, Inc".
 - The MDSS will be able to receive public funds, conduct open meetings of its Directors and maintain records according. The MDSA would then retain it non-public funded posture.
 - Bylaws provide for five (5) Directors of the MDSS, Inc. three of whom are members of the MDSA Executive Committee and the remaining two shall be selected by three, from nominations submitted by the MDSA Executive Committee.
 - While City of McAlester representatives are anticipated to be elected, it is not a Bylaws requirement due to the fact that the proposed City contract includes financial support limited to annual contracts.

5. MDSA/MDSS Executive Director and MDSS Office Proposal

- MDSS a MDSS Office and employ an Executive Director.
 - A contract between the MDSA/MDSS and City of McAlester is proposed for the purpose of opening and funding an office for the MDSA/MDSS.

- A functioning office would be created for the McAlester Defense Support Services, Inc.
 - This office is proposed to be funded jointly by the MDSA and City of McAlester as included in the submitted contract and budget.
 - The MDSS will hire an Executive Director through funds included in the contract.
 - The budget allows the MDSS, if appropriate, to contract for a third party to provide the MDSS with office space, secretarial and reception services, a land line, office supplies, records keeping and reports and for Administrative oversight and support for the Executive Director.
 - It is anticipated at this time that the MDSS and MDSA will contract with the McAlester Chamber of Commerce for this space and these specific services.
 - The purpose of the office is to become the active agent for the MDSA where appropriate, and is subject to the general guidance and oversight of the work programs of the MDSA as developed by its Executive Committee.
 - Primary Duties: A preliminary "MDSS Executive Director" Job description is attached. This Job Description is subject to approval by the MDSS Board of Directors as the employing entity.
 - Budget: See detailed budget attached.
- Based on the economic impact of the defense sector and city available resources, the City of McAlester Community and Economic Development Department will maintain prime responsibility for business and economic development efforts for the defense sector in close coordination and communication with the MDSS Executive Director and any related third party contractor.

6. ALTERNATIVES DISCUSSION- MDSA/MDSS Executive Director

Three distinct alternatives are identified for establishing an MDSS staff position and supporting office. Each of the three create an MDSS position to be jointly funded by the City and MDSA.

(Alternatives of a Coordinator employed by the City for this role is not presented here as this is a presentation of the MDSA.)

- A. Housed at a contracted Office under the direction of the MDSS Board with some third party services and/or assistance contracted by the MDSS.
- B. Housed at the City with day to day supervision by Economic Development Director
- C. Housed at an independent location, with day to day supervision by MDSS Board of Directors.

7. Analysis of the Pros/Cons of MDSA Coordinator- Alternative Options

- **ALTERNATE No. A- MDSS Executive Director housed at a contracted office with specified administrative services.**
 - **Positives**
 1. If the MDSS contracts with the McAlester Chamber of Commerce as anticipated, this model most positively demonstrates to the DoD and to the Congressional Delegation that the community leaders actively/aggressively support the defense sector.
 2. This model would ensure that the Chamber of Commerce and its membership base are engaged in the MDSS/MDSA administrative/advocacy efforts.
 3. This model separates the MDSA administrative/advocacy functions from City Hall and relieves the city economic development staff from responsibility for the MDSA administrative/advocacy efforts.
 4. This model will require intentional and necessary coordination in the efforts of the business and economic leaders within the community and the City's Economic Development efforts in the defense sector.
 - **Negatives**
 1. Without coordinated efforts, fractured governance/chain of command that could be experienced by splitting the community's defense sector economy development staffing under two separate entities.
 2. The City represents the interest of the entire community whereas some perceive that the Chamber of Commerce only represents the interest of the business community. The Chambers clarifies this in their Bylaws Article II by stating:

ARTICLE II:

SECTION 1.

This organization is organized for the purpose of advancing the economic, industrial, professional, cultural, civic and agricultural welfare of McAlester, Pittsburg County, and the Trade Territory.

To encourage the growth and expansion of existing businesses and industries while giving proper assistance to any new firms or individuals seeking to locate in the McAlester area.

To support all those activities believed to be beneficial to the community and area; to oppose those which might be detrimental.

To promote the welfare of all area citizens, following always those policies intended to accomplish the greatest good for the greatest number.

- ALTERNATE No. B- MDSS Executive Director housed at the City with day to day supervision by Economic Development Director
 - Positives
 1. No fractured governance/chain of command that would be experienced by splitting the community's defense sector economy development/advocacy staffing under two separate entities.
 2. Ensure's the momentum/continuity of the progress and networking/relationships established in defense sector economic development efforts to date by city economic development staff.
 3. Synergy- entire department can multi-task and support each other's activities.
 - Negatives
 1. The City would be absorbing the MDSA administrative/advocacy functions in-house that were originally the functions of a stand-alone not-for-profit.
 2. Less coordination and support is provided by the community in its defense sector efforts and some fracturing of community support might exist.
 3. Reduced visibility of community and area support as seen by the DoD and DC.
 4. Fundraising from existing and new memberships from businesses and other units of government in the area might become problematic.
- ALTERNATE No. C- MDSS Executive Director housed at an independent location, with direction by MDSS Board of Directors and the Work Program of the MDSA.
 - Positives
 1. The Coordinator would be directly supervised by the MDSS Board of Directors.
 2. This model separates the MDSA administrative/advocacy functions from City Hall and relieves the city economic development staff from responsibility for the MDSA administrative/advocacy efforts.
 3. This model most positively demonstrates to the DoD and to the Congressional Delegation that the community leaders actively/aggressively support the defense sector through MDSA membership.
 4. This model will require intentional and necessary coordination in the efforts of the business and economic leaders within the community and the City's Economic Development efforts in the defense sector.
 - Negatives
 1. MDSA does not have a permanent location to house the MDSA Coordinator.
 2. The MDSA are volunteers that meet on an as-needed basis. In frequent meetings, would make it more difficult for day-to-day supervision of the coordinator during their orientation and start-up.
 3. The MDSS Board would need to establish guidelines to assure that it work out so that the Executive Director would not have multiple individual bosses and receive conflicting guidance.
 4. Model may be difficult to achieve in within the budget limitations of space, landline, administrative support, etc for \$1,750 per month. A 1099 type contractual relationship might be required.

8. Notes on proposed Joint Funding for MDSA Coordinator Position

- **McAlester Stampede-** It is proposed that the City of McAlester pay the majority of the expenses of the Stampede event in order to free up MDSA funding for their share of the MDSA Coordinator position funding. The MDSA would fund the Spectrum labor portion of the Stampede.
- **FY2017-2018 Base Agreement with The Spectrum Group-** It is proposed that MDSA fund only the Spectrum on site assistance portion and reduce funding of this base agreement as they did in the first two years. It has been proposed to take additional funding from the 2016 OSMPC Incentive Fund Grant to make up that difference.

CONTRACT FOR SERVICES
THE McALESTER CHAMBER OF COMMERCE (Chamber)
THE McALESTER DEFENSE SUPPORT SERVICES, INC. (MDSS)
AND
THE McALESTER DEFENSE SUPPORT ASSOCIATION (MDSA)

"Information Only"
9

This Agreement, effective this 1st day of January 2017, is by and between the McAlester Chamber of Commerce (Chamber), the McAlester Defense Support Services Inc. (MDSS) and the McAlester Defense Support Association (MDSA).

WHEREAS:

Nationally, and within the DOD, a local community's active support for its defense industry is a key measurement in the evaluation of the viability of the community and defense facility. Envisioned here, the four parties would utilize their available respective resources to increase synergy to that end and to facilitate maximum and full employment in Defense.

In 2009 the community organized a non-profit association, the McAlester Defense Support Association, (MDSA) which has been granted a Non Profit Status by the IRS. Since that time membership drives have been held, and defense sector enhancement activities have been undertaken. Several mutual projects and contracts have been undertaken the City of McAlester and the MDSA. Recognizing the significant impact of McAAP and the defense industry on the area's economy, efforts of the MDSA and the City of McAlester, McAAP, consultants and volunteers have increased every year.

Historically, funds raised by membership and efforts of community and business volunteers along with City staff have been the source of budget and manpower needed. With the increase in activities of the McAlester Defense Support Association, it is becoming evident that the area would benefit from a full time Executive Director employed to act as the Community's primary contact point and as a resource to the City and MDSA in the Defense Sector efforts of each. To accomplish this the McAlester Defense Support Services, Inc. has been created as a Non-Profit Corporation. To create and enable this organization and employment of an Executive Director for the MDSS, Inc. funding from the MDSA membership and City of McAlester is desirable and included herein.

The MDSS and MDSA have determined that a third party contract with the McAlester Chamber of Commerce is the most desirable and efficient method to obtain a location and Administrative Support for the MDSS/MDSA Executive Director. The Chamber has agreed to support this working arrangement.

NOW THEREFORE, In consideration of the mutual promises in the WORKING AGREEMENT and Budget 2016-17, attached hereto and made a part hereof, the parties hereto do mutually agree as follows:

ARTICLE 1. CHARACTER AND EXTENT OF SERVICES.

- A. The Chamber agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement under the McAlester Chamber of Chamber.
- B. The MDSS agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement under the McAlester Defense Support Services, Inc.
- C. The MDSA agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement and the funding reflected on the attached budget.

ARTICLE II. BILLING AND PAYMENTS

- A. The MDSS agrees to pay the Chamber the amount of one thousand seven hundred fifty dollars (\$1,750.00) per month beginning January 1, 2017. Such services shall be for administrative support of the location and administration of the McAlester Defense Support Services as reflected in the Working Agreement.
- B. The MDSA agrees to reimburse the MDSS for budgeted expenses hereunder which will be made on the basis of itemized statements submitted by the Chamber each month end and will include appropriate receipts/statements as evidence of payment due. Payment to the MDSS is due within 15 days after receipt of the invoice.
- C. Recognizing the need for operating funds, the MDSA agrees, at the beginning of this agreement, to advance the MDSS an agreed upon amount for operation of the office while awaiting reimbursements.

ARTICLE III. PERIOD OF PERFORMANCE

- A. This Agreement will be in effect until June 30, 2017. However, the Agreement may be terminated as specified in the attached Work Agreement and may be extended or renewed upon agreement by all the parties.
- B. The parties here to shall consider a budget 90 days prior to the fiscal year of July 1-June 30 each year and determine within 60 days in advance of expiration of this agreement whether to continue the relationship.
 - 1. The budget for office and administration expenses as well as funding sources is to be approved by the parties hereto.
 - 2. It shall be developed by the Executive Director of the MDSA/MDSS and approved by all parties as consistent with their respective Defense Sector plans.
- C. Any party hereto has the right to suspend support and participation at the end of each funding year if in their view the relationship or resources is/are inadequate.
- D. In the event of one of the party's failure to implement this agreement, any aggrieved party may withdraw their support and participation by providing a 60 day notice to the other parties and the reasoning for the withdrawal.

ARTICLE IV. NOT A WARRANTY

All parties here to agree to use their best efforts in furtherance of the work described. It is mutually agreed, however, that the parties do not guarantee or warrant any particular results of the work to any party hereto.

ARTICLE V. ENFORCEMENT

It is mutually understood and agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action at law or in equity or judicial proceedings for the enforcement of this Agreement, or any provision thereof shall be resolved by a court of Law having jurisdiction.

ARTICLE VI. ENTIRE AGREEMENT

This document and the attached Working Agreement and Budget is incorporated herein and embodies the entire Agreement between the Chamber, MDSA and MDSS. There are no promises, terms, conditions or obligations of either party other than those contained herein. This

Agreement shall supersede all previous correspondence representations or agreements, either written or oral between the parties.

IN WITNESS WHEREOF Chamber, MDSA AND MDSS do hereby place their hands.

CHAMBER

BY _____ Date _____

MDSA

By _____ Date _____

MDSS

By _____ Date _____

**The McAlester Defense Support Association (MDSA)
The McAlester Defense Support Services, Inc.(MDSS)
The McAlester Chamber of Commerce (Chamber)
1-1-2017**

"Information Only"

**WORKING AGREEMENT –
SCOPE OF WORK AND RESPONSIBILITIES**

1 McALESTER DEFENSE SUPPORT ASSOCIATION (MDSA)

Shall have RESPONSIBILITY FOR:

- **The MDSA as an association shall**
 - Continue in its existing organizational structure and responsibilities.
 - Maintain an approved joint budget with the city and MDSA that provides MDSA and Membership funding for the MDSS applicable:
 - McAlester Stampede support
 - MLA and Congressional Visits
 - Contacts with McAAP and Defense Sector representing membership and supported by the Executive Director
 - Continued funding of the Spectrum Defense Sector Study as previously contracted.
 - Related expenses.
 - In furtherance of this tripartite agreement will use membership funds, event fees and other MDSA resources for its defined participation in MDSS Inc. responsibilities.

2. MCALESTER DEFENSE SUPPORT SERVICES, INC.

Shall have RESPONSIBILITIES FOR:

- A. **The MDSS shall:**
- Serve as the operating arm of the McAlester Defense Support Association.
 - Serve as the Contracts Officer for the Spectrum Contract for DoD Monitoring and Advocacy.
 - In coordination with the Work Programs of the MDSA shall give primary guidance and direction for defense related activities for the Executive Director and/or contracted administrative oversight..
 - Interview candidates for Executive Director and shall make a recommendation to the President/CEO of the Chamber of Commerce for said position when contracted for Administrative oversight.
 - The MDSS shall comply with its bylaws.
 - Coordinate preparation and execution of an annual budget to provide for all approved operating budgets including activities and personnel.
 - Shall prepare and approve a Job Description for an Executive Director.
 - Consistent with an approved budget shall employ and compensate an Executive Director to execute the budget and work programs.

- The Executive Directors role, as an employee of the MDSS, is one of leadership and resource. In his/her Job Description he/she shall:
 - Provide appropriate leadership and resources to the community, governmental officials and defense industries for defense related efforts of the area.
 - Carry the message of the economic impact of the Defense Industry on SE Oklahoma to other units of government and business impacted by the industry and work to achieve their participation and membership.
 - Develop a plan to develop a self-sustaining membership to become less or nondependent on the City of McAlester as the primary source of funding.
 - Provide insight and assistance to City and McAAP in their respective Missions.
 - Work with the MDSA Executive Committee and the City's Economic and Community Development leadership to assist as needed in accomplishing their respective roles.
 - Provide the primary contact with MDSA membership with individual meetings and newsletters.
 - Coordinate an annual Membership Drive, events and meetings.
 - Serve as MDSA's primary contact point with the City, McAAP and the Defense Sector.
 - Serve as community's primary contact point with MLA's and Congressional inquiries.
 - Serve as community's central source of information for Defense related issues.
 - MDSA Executive Director to speak only on behalf of MDSA/MDSS and the defense efforts/strategies as developed through this Working Agreement.
 - Serve as the point of Contact for Federal, State and local leadership and representatives, including MLA's.
 - Assist the Chamber, City and MDSA in Mission development and program of work.
 - Assist in Procurement of new funding via DOD for MILCON projects or expansion
 - Recommend and oversee membership benefits, invoicing and structure
 - Work closely with the President/CEO of the McAlester Chamber of Commerce, McAAP, DAC, Choctaw Defense, Defense Contractors and the City of McAlester to achieve mutual goals related to defense impact on the economy of the area.
 - Plan and coordinate the McAlester Stampede under the directions established by the MDSS Directors.
 - Coordinate the efforts of consultants contracted to assist in any MDSA defined responsibilities.
 - Develop and distribute a regular newsletter to membership, contracted parties and VIP.
 - Establish relationship with Association of Defense Communities and to become a strong regional partner.
 - To share information to and from Economic Development staff
- The MDSS shall compensate the McAlester Chamber of Commerce for Third Party Contract services as defined in this Scope of Services and support the President/CEO in his efforts of administration and oversight of the office.

3. THE McALESTER CHAMBER OF COMMERCE

Shall have RESPONSIBILITY FOR:

- **The CHAMBER, shall serve in the capacity as a Third Party Contractor and shall:**
 - Assist the MDSA and MDSS in accomplishing its responsibilities as defined in this document and their bylaws for a monthly contract fee of \$ 1,750.00.
 - Assist in the preparation and submission of an MDSS annual budget for consideration by the MDSS, MDSA and City of McAlester.
 - Provide Administrative support, office, resources and support:
 - Assistance in budgeting, minutes of meetings, required reports, records, compliance of MDSS with State and Federal laws.
 - Provide the items designated in the approved budget under Contract Administration and Space, and line items listed as included but not limited to a designated office space and furniture, land line telephone, reception and administrative services.
 - Chamber President/CEO responsibilities in MDSS hiring and performance of the Executive Director:
 - Assist the MDSS/MDSA in recruiting applicants to serve as the Executive Director of the MDSS.
 - Assist the MDSS in interviewing applicants and recommend the most qualified applicant to the MDSS Board based on MDSS Job Description.
 - Provide Administrative oversight and support to the MDSS Executive Director as provided for in the Job Description,
 - The President/CEO of the McAlester Chamber of Commerce shall have the authority to recommend to the MDSS Board of Directors corrective or disciplinary actions that are intended to improve the employee's performance or behavior. Any disciplinary actions that adversely affect the employee's current base pay, status, or tenure are subject to this approval.
 - Communicate and work closely with the Economic Development Director for the City of McAlester related to each organizations efforts in the Defense Sector.



McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016
Department: Finance
Prepared By: Toni Ervin
Date Prepared: December 19, 2016

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

Subject

Discussion and update on Financials.

Recommendation

Discussion

Discussion on City of McAlester's Monthly Financials.

Approved By

Department Head

City Manager

P. Stasiak

Initial

Date

PJS

12-22-16

City of McAlester

Financial Summary as of November 30, 2016

Percentage of year complete: 41.67%

GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 918,300	\$ 918,300	\$ 918,300	
REVENUES	12,604,430	12,604,430	5,043,513	40.01%
EXPENDITURES	(13,694,882)	(13,773,529)	(5,580,693)	40.52%
REVENUES OVER (UNDER) EXPENDITURES	\$ (1,090,452)	\$ (1,169,099)	\$ (537,180)	
TRANSFERS IN	\$ 1,907,147	\$ 1,907,147	\$ 794,645	41.67%
TRANSFERS OUT	(816,695)	(877,404)	(405,619)	46.23%
NET TRANSFERS	\$ 1,090,452	\$ 1,029,743	\$ 389,026	
INCREASE (DECREASE) TO BALANCE	\$ -	\$ (139,356)	\$ (148,154)	
ENDING BALANCE	\$ 918,300	\$ 778,944	\$ 770,146	

MPWA FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE (estimated)	\$ 771,834	\$ 771,834	\$ 771,834	
REVENUES	8,752,134	8,752,134	3,873,323	44.26%
EXPENDITURES	(6,832,487)	(6,917,287)	(2,500,073)	36.14%
REVENUES OVER (UNDER) EXPENDITURES	\$ 1,919,647	\$ 1,834,847	\$ 1,373,250	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(2,162,101)	(2,242,101)	(894,645)	39.90%
	\$ (2,162,101)	\$ (2,242,101)	\$ (894,645)	
INCREASE (DECREASE) TO BALANCE	\$ (242,454)	\$ (407,254)	\$ 478,605	
ENDING BALANCE	\$ 529,380	\$ 364,580	\$ 1,250,439	

SALES . RECEIPT SUMMARY - BUDGET ANALYSIS -12/2016

Analysis A - These numbers are calculating by evenly dividing budgets and multiplying projections. (ie: 9 months divided by 12)

			YTD	% of the year	Projected Year	Budget less		Projected Annual	
			Budget for year	Collections	complete	End	Projected	Budget (6/12)	Difference
Fund				DEC 2016	(6/12)				(over budget)
01	General	2 cents	8,041,680	3,751,118	0.5000	7,502,237	539,443	4,020,840	269,722
26	Educational	0.25cent	1,005,210	468,890	0.5000	937,780	67,430	502,605	33,715
30	Economic Development	0.25cent	1,005,210	468,890	0.5000	937,780	67,430	502,605	33,715
38	Dedicated Sales Tax	1 cent	4,020,840	1,875,559	0.5000	3,751,118	269,722	2,010,420	134,861
			14,072,940	6,564,457		13,128,915	944,025		472,013

Analysis B - These numbers are calculating by using three year average numbers for percentage of year completion on total collections and

			YTD	% of year	Projected Year	Budget less	Budget per 3	Projected Annual
			Collections	collected	End	Projected	year average	Difference
Fund			DEC 2016	(3 yr average)				(over budget)
01	General	2 cents	8,041,680	3,751,118	7,528,890	512,790	4,006,606	255,487
26	Educational	0.25cent	1,005,210	468,890	941,111	64,099	500,826	31,936
30	Economic Development	0.25cent	1,005,210	468,890	941,111	64,099	500,826	31,936
38	Dedicated Sales Tax	1 cent	4,020,840	1,875,559	3,764,445	256,395	2,003,303	127,744
			14,072,940	6,564,457	13,175,558	897,382		447,102

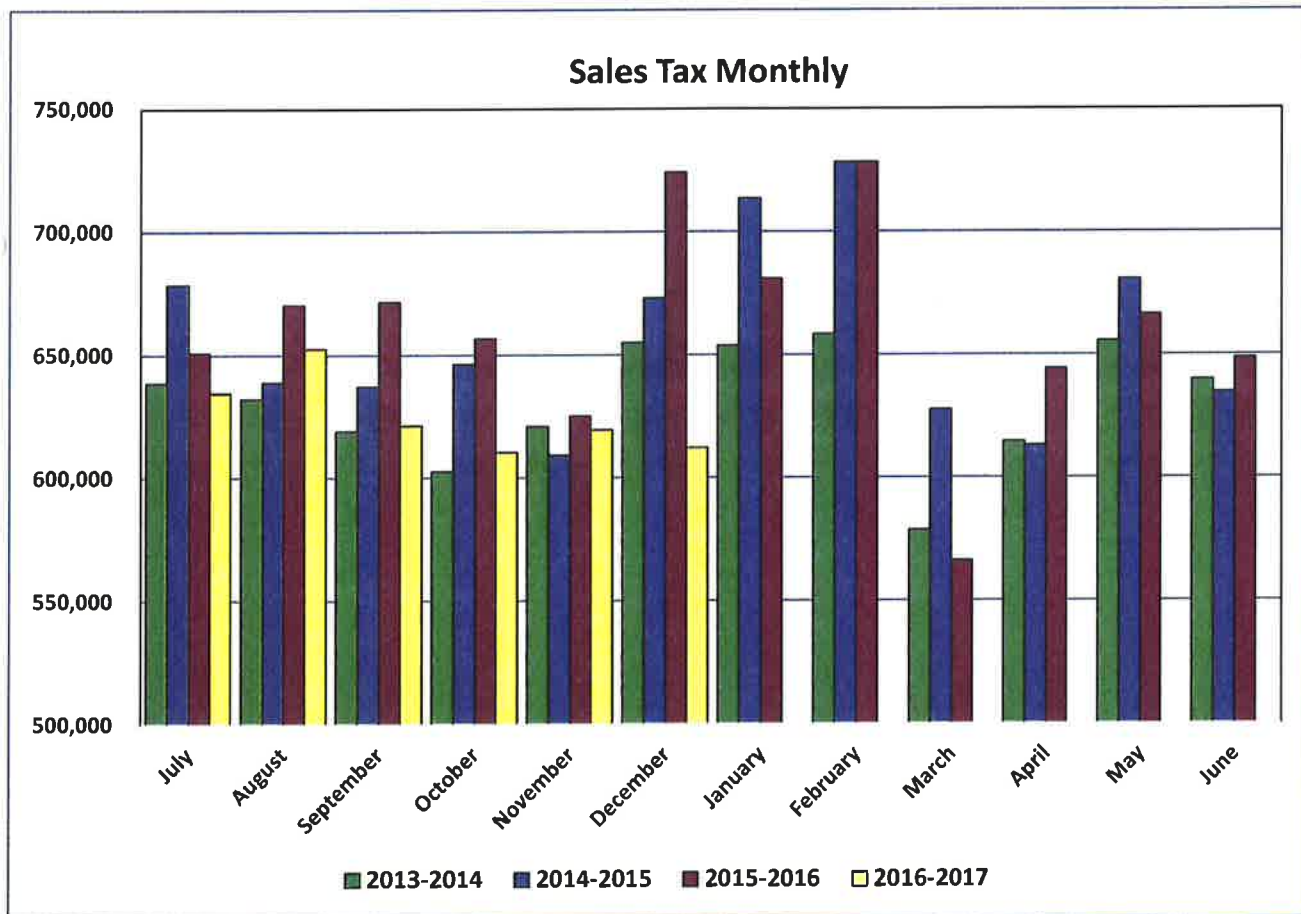
**Current Year -
General Fund Collections**

Collections Average based on General Fund Only.

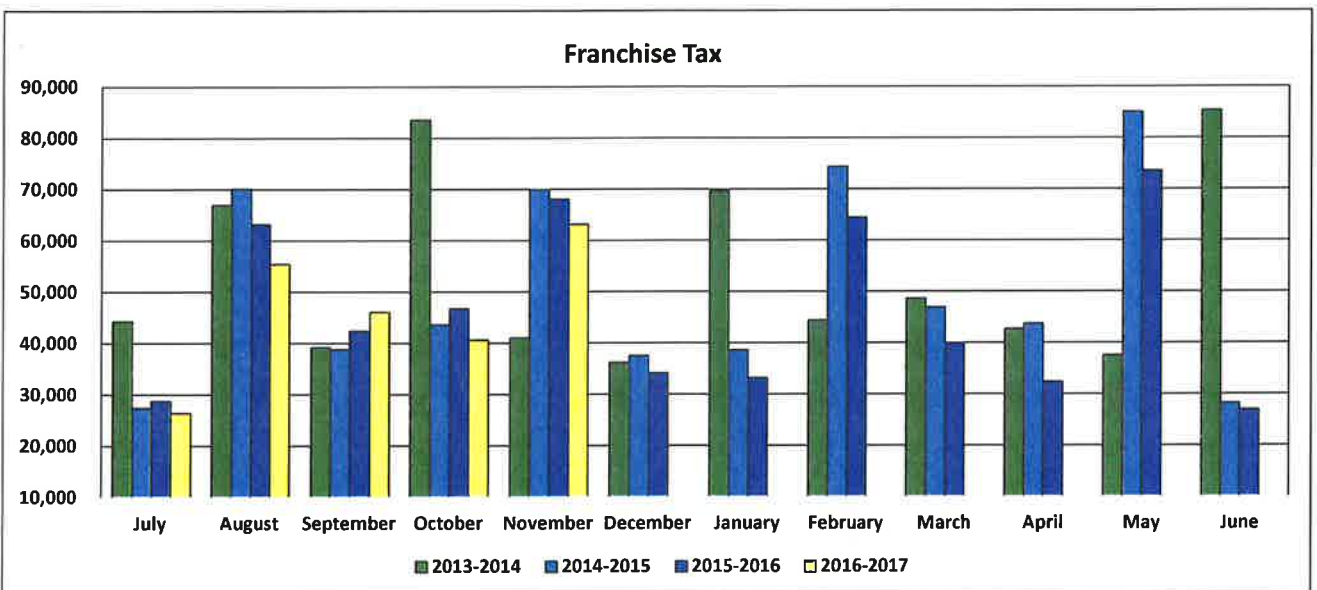
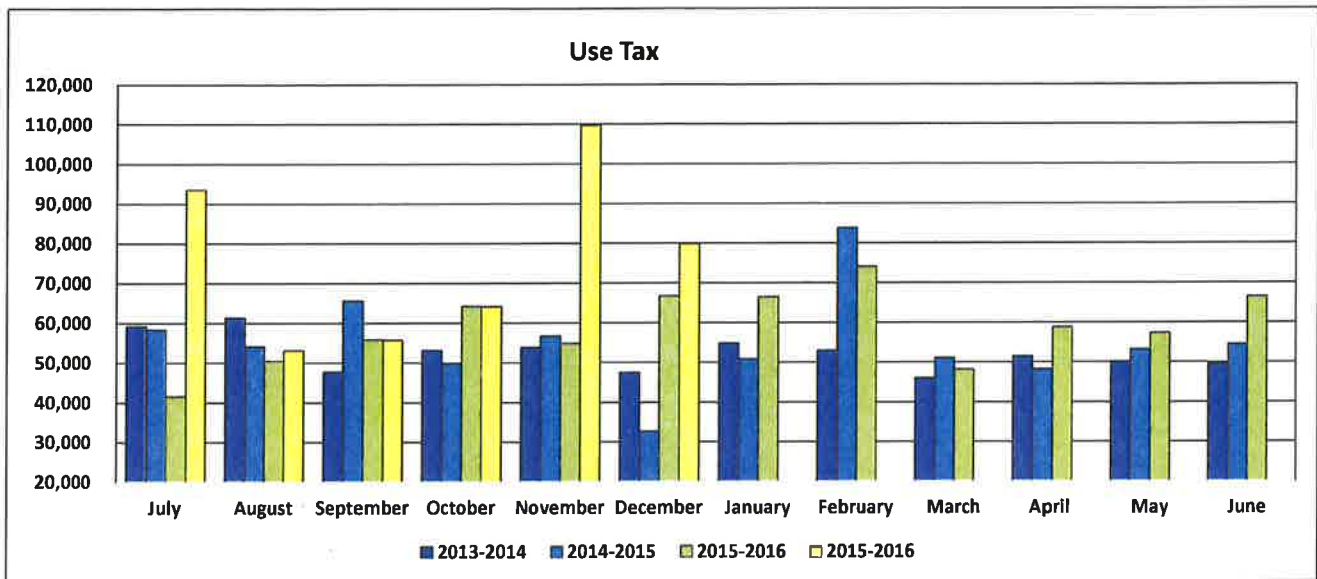
	2013-2014	%of year	2014-2015	%of year	2015-2016	%of year	3 yr average
634,582 JUL	638,883	0.0844	678,826	0.0861	651,128	0.0821	0.0842
652,685 AUG	632,369	0.0835	639,149	0.0811	670,479	0.0845	0.0830
621,415 SEP	619,254	0.0818	637,490	0.0809	671,817	0.0847	0.0824
610,556 OCT	602,907	0.0796	646,480	0.0820	656,874	0.0828	0.0815
619,561 NOV	621,063	0.0820	609,468	0.0773	625,417	0.0788	0.0794
612,319 DEC	655,147	0.0865	673,245	0.0854	724,299	0.0913	0.0877
JAN	653,898	0.0864	713,781	0.0905	681,093	0.0858	0.0876
FEB	658,527	0.0870	728,463	0.0924	728,461	0.0918	0.0904
MAR	578,831	0.0765	627,860	0.0796	566,427	0.0714	0.0758
APR	614,862	0.0812	613,352	0.0778	644,363	0.0812	0.0801
MAY	655,718	0.0866	680,791	0.0864	666,458	0.0840	0.0856
JUN	639,904	0.0845	634,765	0.0805	648,722	0.0817	0.0823
3,751,118	7,571,364	100%	7,883,669	100%	7,935,538	100%	

GENERAL FUND - SALES TAX REVENUE

Month	Year - to - Date Comparison			
	2013-2014	2014-2015	2015-2016	2016-2017
July	638,883	678,826	651,128	634,582
August	632,369	639,149	670,479	652,685
September	619,254	637,490	671,817	621,415
October	602,907	646,480	656,874	610,556
November	621,063	609,468	625,417	619,561
December	655,147	673,245	724,299	612,319
January	653,898	713,781	681,093	
February	658,527	728,463	728,461	
March	578,831	627,860	566,427	
April	614,862	613,352	644,363	
May	655,718	680,791	666,458	
June	639,904	634,765	648,722	-
	7,571,363	7,883,669	7,935,538	3,751,118



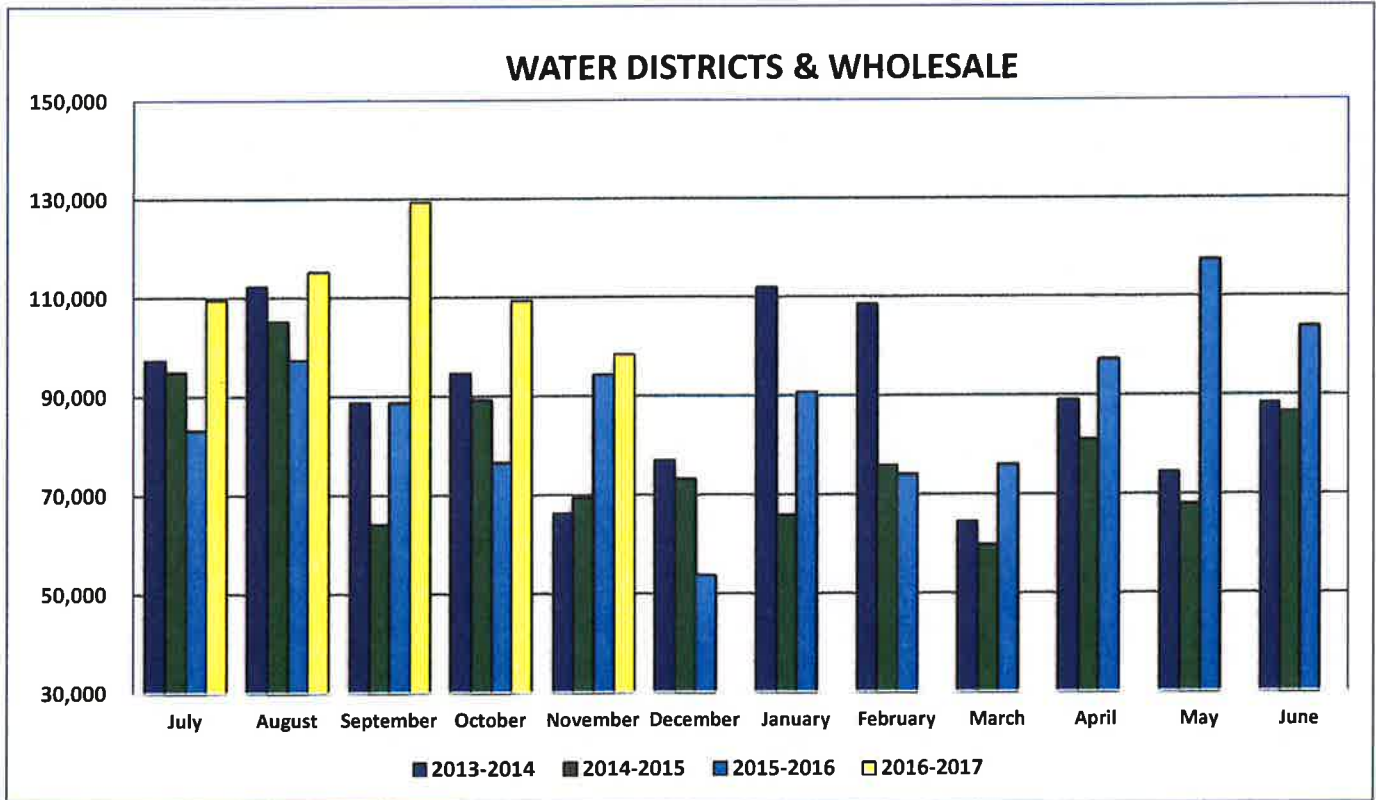
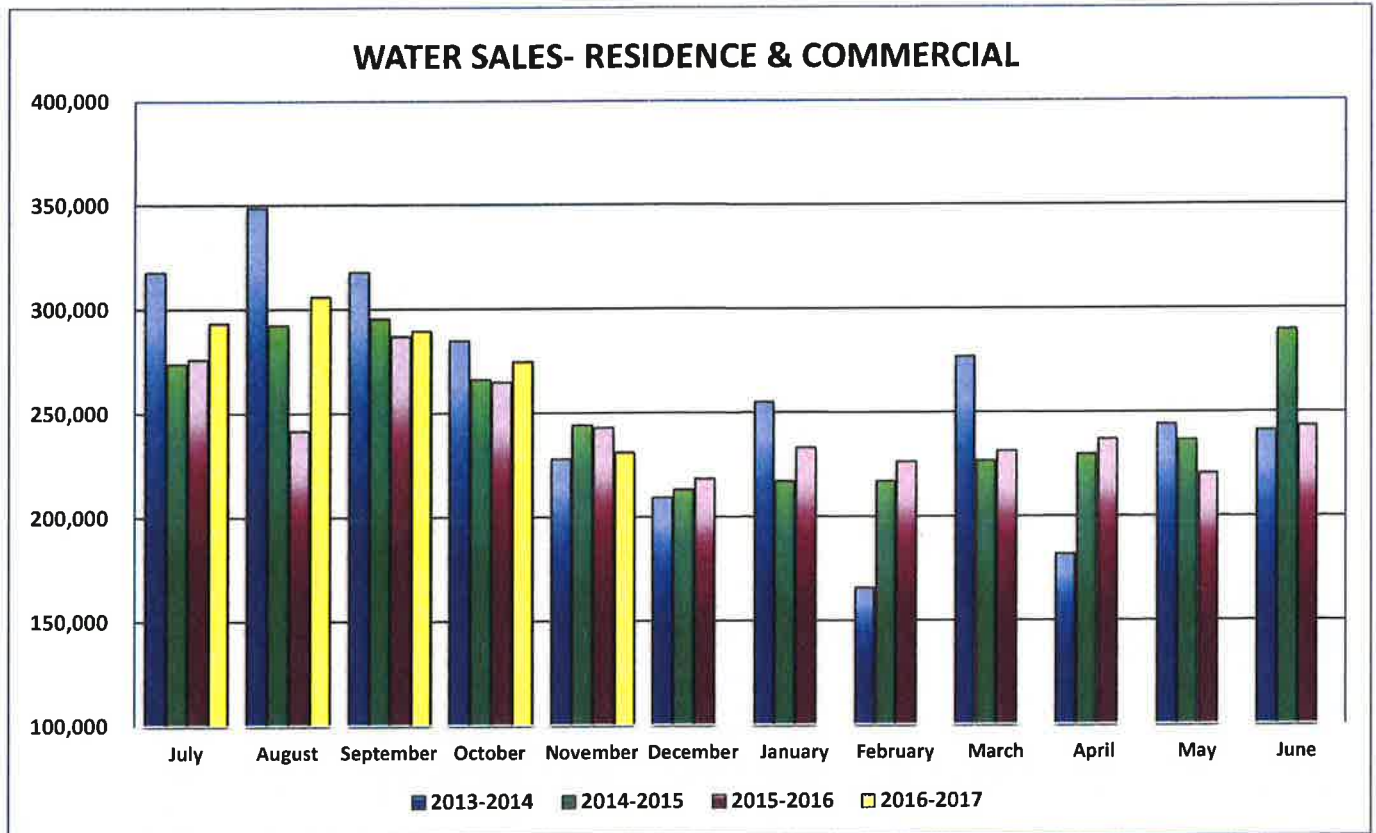
GENERAL FUND REVENUES



FRANCHISE TAX				
	2013-2014	2014-2015	2015-2016	2016-2017
July	44,345	27,478	28,825	26,438
August	67,072	70,182	63,298	46,109
September	39,314	38,916	42,497	46,109
October	83,603	43,711	46,823	40,617
November	41,136	70,015	68,092	63,191
December	36,302	37,603	34,206	
January	69,630	38,700	33,295	
February	44,532	74,408	64,514	
March	48,713	47,002	40,023	
April	42,778	43,782	32,446	
May	37,629	85,132	73,653	
June	85,452	28,264	27,030	
	640,506	605,192	554,703	222,464

USE TAX				
	2013-2014	2014-2015	2015-2016	2016-2017
July	59,313	58,513	41,616	93,558
August	61,443	54,249	50,528	53,079
September	47,849	65,698	55,845	55,740
October	53,232	49,936	64,231	64,099
November	53,959	56,840	54,870	109,807
December	47,665	32,844	66,743	79,892
January	54,984	50,932	66,517	
February	53,026	83,901	74,096	
March	46,178	51,167	48,228	
April	51,593	48,362	58,857	
May	50,255	53,266	57,400	
June	49,619	54,575	66,519	
	629,114	660,283	705,448	456,174

MPWA REVENUES - November 2016



City of McAlester

Financial Summary as of November 30, 2016

Percentage of year complete: 41.67%

AIRPORT AUTHORITY FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 120,519	\$ 120,519	\$ 120,519	
REVENUES	103,290	103,290	44,219	42.81%
EXPENDITURES	(239,994)	(264,994)	(115,216)	43.48%
REVENUES OVER (UNDER) EXPENDITURES	\$ (136,704)	\$ (161,704)	\$ (70,997)	
TRANSFERS IN	\$ 136,704	\$ 136,704	\$ 56,960	41.67%
TRANSFERS OUT	-	-	-	0.00%
NET TRANSFERS	\$ 136,704	\$ 136,704	\$ 56,960	
INCREASE (DECREASE) TO BEGINNING CARRYOVER B/	\$ -	\$ (25,000)	\$ (14,037)	
ENDING CARRYOVER BALANCE	\$ 120,519	\$ 95,519	\$ 106,482	

NUTRITION FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 52,959	\$ 52,959	\$ 52,959	
REVENUES	63,792	63,792	19,718	30.91%
EXPENDITURES	(284,673)	(284,673)	(120,245)	42.24%
REVENUES OVER (UNDER) EXPENDITURES	\$ (220,881)	\$ (220,881)	\$ (100,526)	
TRANSFERS IN	\$ 220,881	\$ 220,881	\$ 96,655	43.76%
TRANSFERS OUT	-	-	-	
	\$ 220,881	\$ 220,881	\$ 96,655	
INCREASE (DECREASE) TO BEGINNING CARRYOVER B/	\$ -	\$ -	\$ (3,871)	
ENDING CARRYOVER BALANCE	\$ 52,959	\$ 52,959	\$ 49,088	

City of McAlester

Financial Summary as of November 30, 2016

Percentage of year complete: 41.67%

LANDFILL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 1,783,780	\$ 1,783,780	\$ 1,783,780	
REVENUES	388,008	388,008	168,747	43.49%
EXPENDITURES	(228,125)	(228,125)	(21,149)	9.27%
REVENUES OVER (UNDER) EXPENDITURES	\$ 159,883	\$ 159,883	\$ 147,597	
TRANSFERS IN	\$ -	\$ -	\$ -	0.00%
TRANSFERS OUT	-	-	-	0.00%
NET TRANSFERS	\$ -	\$ -	\$ -	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	\$ 159,883	\$ 159,883	\$ 147,597	
ENDING CARRYOVER BALANCE	\$ 1,943,663	\$ 1,943,663	\$ 1,931,377	

E911 FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 951,597	\$ 951,597	\$ 951,597	
REVENUES	616,200	616,200	235,153	38.16%
EXPENDITURES	(812,660)	(812,660)	(286,041)	35.20%
REVENUES OVER (UNDER) EXPENDITURES	\$ (196,460)	\$ (196,460)	\$ (50,888)	
TRANSFERS IN	\$ -	\$ -	\$ -	0.00%
TRANSFERS OUT	-	-	-	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	\$ (196,460)	\$ (196,460)	\$ (50,888)	
ENDING CARRYOVER BALANCE	\$ 755,137	\$ 755,137	\$ 900,709	

City of McAlester

Financial Summary as of November 30, 2016

Percentage of year complete: 41.67%

EDUCATIONAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 1,761,746	\$ 1,761,746	\$ 1,761,746	
REVENUES	1,011,210	1,011,210	397,625	39.32%
EXPENDITURES	(1,500)	(1,500)	-	0.00%
REVENUES OVER (UNDER) EXPENDITURES	\$ 1,009,710	\$ 1,009,710	\$ 397,625	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(647,255)	(647,255)	(268,934)	41.55%
NET TRANSFERS	\$ (647,255)	\$ (647,255)	\$ (268,934)	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	\$ 362,455	\$ 362,455	\$ 128,690	
ENDING CARRYOVER BALANCE	\$ 2,124,201	\$ 2,124,201	\$ 1,890,436	

ECONOMIC DEVELOPMENT FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 3,418,362	\$ 3,418,362	\$ 3,418,362	
REVENUES	1,018,210	1,043,210	410,191	39.32%
EXPENDITURES	(465,411)	(1,104,839)	(147,051)	13.31%
REVENUES OVER (UNDER) EXPENDITURES	\$ 552,799	\$ (61,629)	\$ 263,140	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(910,346)	(910,346)	(374,805)	41.17%
	\$ (910,346)	\$ (910,346)	\$ (374,805)	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	\$ (357,547)	\$ (971,975)	\$ (111,665)	
ENDING CARRYOVER BALANCE	\$ 3,060,815	\$ 2,446,387	\$ 3,306,697	

CITY OF MCALESTER
TREASURY REPORT

NOVEMBER 2016

BANK/AGENCY	BALANCE 11/30/2016	HIGHEST BALANCE OF MONTH
FIRST NATIONAL BANK:		
POOLED CASH	\$ 11,904,675	\$ 12,697,186
PAYROLL	10,006	10,055
NON UNIFORM COUNCIL	7,159	7,159
2003 A BOND EDUCATIONAL	169,739	169,739
2003B/2004 ECONOMIC DEV	43,999	43,999
STATE FORFIETURE (PD REVOLVING EVIDENCE)	52,552	52,552
EMERGENCY FUND ACCOUNT	2,810,887	2,810,887
ECONOMIC DEVELOPMENT	210,428	210,428
WORKER'S COMP	97	97
 CD - Emergency -#73557	 874,285	 874,285
CD - CIP -#73556	323,068	323,068
CD -#73558	546,428	546,428
TOTAL	\$ 16,953,322	\$ 17,745,882
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(17,994,894)	(17,994,894)
 (OVER)/UNDER PLEDGED	 \$ (1,541,572)	 \$ (749,012)

BANK OF OKLAHOMA:

Cash:

BOK Short-Term Cash
Closed bank account

\$ -

GENERAL FUND - CLAIM ON POOLED CASH =	\$890,248
MPWA - CLAIM ON POOLED CASH =	\$1,201,068



McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016 **Item Number:** 4

Department: _____ **Account Code:** _____

Prepared By: Peter Stasiak, City Manager **Budgeted Amount:** _____

Date Prepared: December 20, 2016 **Exhibits:** 3

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 2 for the contract with Cook Consulting LLC for construction of the East Adams & East Miami Ave. Sanitary Sewer Lines and accept the project as completed.

Recommendation

Motion to authorize the Mayor to sign the final payment of \$22,515.00 for the construction of the East Adams & East Miami Ave. Sanitary Sewer Lines and accept the project as completed.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak	<u>PJS</u>	<u>12-22-16</u>

COOK CONSULTING LLC
P.O. Box 10
FORT GIBSON, OK 74434

PROJECT NAME/NUMBER:

East Adams & East Miami Ave Sanitary Sewer Lines
City of McAlester

December 8, 2016

PAY APPLICATION NUMBER

2

1 INITIAL CONTRACT VALUE:	\$176,545.00
2 TOTAL VALUE OF CHANGE ORDERS:	
3 ADJUSTED CONTRACT VALUE (1+2):	\$ 176,545.00
4 VALUE OF WORK COMPLETED TO DATE (from attached schedule)	\$ 128,665.50
5 RETAINAGE REDUCTION FOR WORK COMPLETED TO DATE	0% \$ -
6 VALUE OF MATERIALS STORED ON SITE (Attached Summary)	\$ -
7 RETAINAGE REDUCTION ON MATERIALS STORED	10% \$ -
8 TOTAL EARNED, LESS RETAIN AGE (4+6-5-7)	\$ 128,665.50
9 TOTAL PREVIOUSLY PAID	\$106,150.50
10 TOTAL DUE THIS ESTIMATE	\$ 22,515.00

This is to certify that we have verified this Periodical Estimate, and that to the best of our knowledge and belief it is a true and correct statement of work performed and materials supplied by the contractor and that the Contractor's certified statement of his account and the amount due him is correct and just, and that all work and materials included in this Periodical Estimate have been performed in full accordance with the terms and conditions of the corresponding construction documents and authorized changes thereto. Payment of this estimate is recommended.

By Contractor

Date

By Inspector

Date

By Engineer

Date

By Owner / Trustee

Date

East Adams & East Miami Ave Sanitary Sewer Lines

City of McAlester

Bid Schedule

Cook Consulting LLC

P.O. Box 10

Fort Gibson, OK 74434

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ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL PRICE	QUAN.	%	TOTAL	QUAN.	%	TOTAL	QUAN.	%	TOTAL
1	8" GRAVITY SEWER PVC DR 26	LF	721	\$45.00	\$32,445.00	721	100.0%	\$32,445.00	0	0.0%	\$0.00	721	100.0%	\$32,445.00
2	MANHOLES	EA	3	\$2,500.00	\$7,500.00	3	100.0%	\$7,500.00	0	0.0%	\$0.00	3	100.0%	\$7,500.00
3	CONNECTION TO EXISTING MANHOLE	EA	1	\$1,000.00	\$1,000.00	1	100.0%	\$1,000.00	0	0.0%	\$0.00	1	100.0%	\$1,000.00
4	4" SERVICE LINE PVC DR 35	LF	250	\$25.00	\$6,250.00	250	100.0%	\$6,250.00	0	0.0%	\$0.00	250	100.0%	\$6,250.00
5	TIE INTO EXISTING SERVICE LINE	EA	10	\$600.00	\$6,000.00	10	100.0%	\$6,000.00	0	0.0%	\$0.00	10	100.0%	\$6,000.00
6	CONCRETE STREET R&R	SY	60	\$100.00	\$6,000.00	38	63.3%	\$3,800.00	0	0.0%	\$0.00	38	63.3%	\$3,800.00
7	CONCRETE DRIVEWAY R&R	SY	200	\$100.00	\$20,000.00	52	26.0%	\$5,200.00	0	0.0%	\$0.00	52	26.0%	\$5,200.00
8	SOLID SLAB SOD	SY	1,500	\$4.00	\$6,000.00	0	0.0%	\$0.00	1500	100.0%	\$6,000.00	1500	100.0%	\$6,000.00
9	ALLOWANCE FOR ADDL WORK NOT SHOWN	LS	1	\$7,500.00	\$7,500.00	0	0.0%	\$0.00	0	0.0%	\$0.00	0	0.0%	\$0.00

ORIGINAL CONTRACT TOTAL

\$92,695.00

\$ 62,195.00

\$ 6,000.00

\$ 68,195.00

East Adams & East Miami Ave Sanitary Sewer Lines
City of McAlester

Bid Schedule

Cook Consulting LLC

P.O. Box 10

Fort Gibson, OK 74434

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2	MANHOLES	EA	3	\$2,500.00	\$7,500.00	3	100.0%	\$7,500.00	0	0.0%	\$0.00	3	100.0%	\$7,500.00
3	CONNECTION TO EXISTING MANHOLE	EA	1	\$1,000.00	\$1,000.00	1	100.0%	\$1,000.00	0	0.0%	\$0.00	1	100.0%	\$1,000.00
4	4" SERVICE LINE PVC DR 35	LF	400	\$25.00	\$10,000.00	400	100.0%	\$10,000.00	0	0.0%	\$0.00	400	100.0%	\$10,000.00
5	TIE INTO EXISTING SERVICE LINE	EA	10	\$600.00	\$6,000.00	10	100.0%	\$6,000.00	0	0.0%	\$0.00	10	100.0%	\$6,000.00
6	SERVICE LINE ROAD BORE	EA	5	\$1,000.00	\$5,000.00	0	0.0%	\$0.00	0	0.0%	\$0.00	0	0.0%	\$0.00
7	CONCRETE STREET R&R	SY	40	\$100.00	\$4,000.00	17	42.5%	\$1,700.00	0	0.0%	\$0.00	17	42.5%	\$1,700.00
8	CONCRETE DRIVEWAY R&R	SY	150	\$100.00	\$15,000.00	61	40.7%	\$6,100.00	0	0.0%	\$0.00	61	40.7%	\$6,100.00
9	CONCRETE SIDEWALK R&R	SY	40	\$100.00	\$4,000.00	32	80.0%	\$3,200.00	0	0.0%	\$0.00	32	80.0%	\$3,200.00
10	SOLID SLAB SOD	SY	900	\$4.00	\$3,600.00	0	0.0%	\$0.00	900	100.0%	\$3,600.00	900	100.0%	\$3,600.00
11	ALLOWANCE FOR ADDL WORK NOT SHOWN*	EA	1	\$7,500.00	\$7,500.00	0	0.0%	\$0.00	0.1494	14.9%	\$1,120.50	0.1494	14.9%	\$1,120.50

ORIGINAL CONTRACT TOTAL

\$83,850.00

\$ 55,750.00

\$ 4,720.50

\$ 60,470.50

* Construct 80 LF Combined Concrete Curb & Gutter

COOK CONSULTING LLC
P.O. Box 10
FORT GIBSON, OK 74434

PROJECT NAME/NUMBER:

East Adams & East Miami Ave Sanitary Sewer Lines
City of McAlester

December 8, 2016

PAY APPLICATION NUMBER

2

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3 ADJUSTED CONTRACT VALUE (1+2):	\$ 176,545.00
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By Contractor

Date

By Inspector

Date

By Engineer

Date

By Owner / Trustee

Date

East Adams & East Miami Ave Sanitary Sewer Lines
City of McAlester

Bid Schedule

Cook Consulting LLC
P.O. Box 10
Fort Gibson, OK 74434

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2	MANHOLES	EA	3	\$2,500.00	\$7,500.00	3	100.0%	\$7,500.00	0	0.0%	\$0.00	3	100.0%	\$7,500.00
3	CONNECTION TO EXISTING MANHOLE	EA	1	\$1,000.00	\$1,000.00	1	100.0%	\$1,000.00	0	0.0%	\$0.00	1	100.0%	\$1,000.00
4	4" SERVICE LINE PVC DR 35	LF	250	\$25.00	\$6,250.00	250	100.0%	\$6,250.00	0	0.0%	\$0.00	250	100.0%	\$6,250.00
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ORIGINAL CONTRACT TOTAL

\$92,695.00

\$ 62,195.00

\$ 6,000.00

\$ 68,195.00

East Adams & East Miami Ave Sanitary Sewer Lines
City of McAlester

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ORIGINAL CONTRACT TOTAL

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\$ 55,750.00

\$ 4,720.50

\$ 60,470.50

* Construct 80 LF Combined Concrete Curb & Gutter

COOK CONSULTING LLC
P.O. Box 10
FORT GIBSON, OK 74434

PROJECT NAME/NUMBER:

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City of McAlester

December 8, 2016

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By Contractor

Date

By Inspector

Date

By Engineer

Date

By Owner / Trustee

Date

East Adams & East Miami Ave Sanitary Sewer Lines
City of McAlester

Bid Schedule

Cook Consulting LLC
P.O. Box 10
Fort Gibson, OK 74434

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ORIGINAL CONTRACT TOTAL

\$92,695.00

\$ 62,195.00

\$ 6,000.00

\$ 68,195.00

East Adams & East Miami Ave Sanitary Sewer Lines

City of McAlester

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8	CONCRETE DRIVEWAY R&R	SY	150	\$100.00	\$15,000.00	61	40.7%	\$6,100.00	0	0.0%	\$0.00	61	40.7%	\$6,100.00
9	CONCRETE SIDEWALK R&R	SY	40	\$100.00	\$4,000.00	32	80.0%	\$3,200.00	0	0.0%	\$0.00	32	80.0%	\$3,200.00
10	SOLID SLAB SOD	SY	900	\$4.00	\$3,600.00	0	0.0%	\$0.00	900	100.0%	\$3,600.00	900	100.0%	\$3,600.00
11	ALLOWANCE FOR ADDL WORK NOT SHOWN*	EA	1	\$7,500.00	\$7,500.00	0	0.0%	\$0.00	0.1494	14.9%	\$1,120.50	0.1494	14.9%	\$1,120.50

ORIGINAL CONTRACT TOTAL

\$83,850.00

\$ 55,750.00

\$ 4,720.50

\$ 60,470.50

* Construct 80 LF Combined Concrete Curb & Gutter

HOLLOWAY, UPDIKE AND BELLEN, INC.



ENGINEERS

818 East Side Boulevard
Post Office Box 1543
Muskogee, Oklahoma 74402
(918) 682-7811
(918) 682-4551 Fax

December 9, 2016

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

Re: East Adams Ave. and East Miami Ave.
Sanitary Sewer Lines

Dear Mr. Stasiak:

The following items are enclosed for your review:

1. Final Pay Estimate for Cook Consulting (3 copies)
2. Final Invoice from our firm

Please note the final contract price as \$47,879.50 below the original contract price. This is primarily due to an underrun of estimated quantities in particular the deletion of several service line road bores.

The substantial date of completion was 14 days past the contract completion date. This was due to a late start by the contractor but primarily results from very slow excavation of a long stretch of solid rock along Adams.

Although some rock could have been expected the amount and hardness of rock encountered could not have been reasonably expected by the bidders. Therefore, we do not recommend assessment of liquidated damages on this project.

I am available to discuss this matter in person at your convenience.

Sincerely,

HOLLOWAY, UPDIKE AND BELLEN, INC.

Jay Updike
President

JU:tbp 15MCALESWR

cc: Justin Cook w/copy
cc: Kevin Hardwick w/copy
cc: George Marcangeli w/copy

HOLLOWAY, UPDIKE AND BELLEN, INC.

ENGINEERS

818 East Side Boulevard
Post Office Box 1543
Muskogee, Oklahoma 74402
(918) 682-7811
(918) 682-4551 Fax

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

December 9, 2016

INVOICE NO. 8
Project 15MCALESTRSL

ENGINEERING SERVICES FOR SEWER LINE IMPROVEMENTS
Letter Agreement of January 10, 2015

<u>Task</u>	<u>Fee</u>	<u>% Complete</u>	<u>Total Earned To Date</u>	<u>Total Earned This Period</u>
Field Survey	3,500.00	100%	\$3,500.00	
Preliminary Plans	7,000.00	100%	\$7,000.00	
Final Plans and Specifications	3,500.00	100%	\$3,500.00	
Permitting	1,500.00	100%	\$1,500.00	
Bidding/Contracting/Preconstruction	2,250.00	100%	\$2,250.00	
Contract Price	\$17,750.00			
Construction Phase Services:	<u>Hourly Rate</u>	<u>Hours Worked</u>		
Jay Updike	\$140.00	12	\$1,680.00	\$1,120.00
Total Earned to Date			\$19,430.00	
Less Previous Billings			\$18,310.00	
Total Earned to Date			\$1,120.00	

AFFIDAVIT The undersigned person, of lawful age, being first duly sworn on oath, says this invoice is true and correct authorized to submit the invoice pursuant and that he/she is to a contract or purchase order. Affiant further states that the service as shown by this invoice has been supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that he/she has made no payment directly nor indirectly to any elected official officer or employee of the City of McAlester of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted.

Subscribed and sworn unto me this 9 day of December, 2016.

Notary Public

Jay Updike





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>December 27, 2016</u>	Item Number:	<u>5</u>
Department:	<u>Community & Economic Development</u>	Account Code:	<u></u>
Prepared By:	<u>Leroy Alsup, Director</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>December 20, 2016</u>	Exhibits:	<u>2</u>

Subject

Consider action to adopt a Resolution authorizing the acquisition of the building and property at 103 Steven Taylor Boulevard, McAlester, Oklahoma.

Recommendation

Motion to adopt a Resolution authorizing the acquisition of the building and property at 103 Steven Taylor Boulevard and authorizing the Mayor to execute any and all documents necessary to complete said acquisition.

Discussion

The Title Insurance commitment documents from Old Republic National Title Insurance Company for 103 Steven Taylor Boulevard as of 10-14-2016 in Schedule B- Section I Requirements states in paragraph e. 3., that the City must furnish the following pertaining to the City of McAlester:

- A. Resolution stating who can sign for the City of McAlester.
- B. Resolution authorizing the sale.

The following documents are attached for your reference:

- 1. Title Insurance commitment documents from Old Republic National Title Insurance Company
- 2. Draft Resolution

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	12/20/2016
City Manager	P. Stasiak	<i>PJS</i>	12-22-16

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: CITY 82131

SCHEDULE A

1. Commitment Date: October 14, 2016 at 07:30 AM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Own. Policy (06/17/06)) \$ 1,100,000.00
Proposed Insured:
CITY OF MCALESTER
 - (b) Loan Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by FIRST REALTY, BETTER HOMES AND GARDENS, INC..
4. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Date: December 13, 2016

LIBERTY ABSTRACT CO. INC.

By: MARY ALICE TRAMMELL, TITLE INSURANCE AGENT
110229

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(CITY 82131.PFD/CITY 82131/6)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: CITY 82131

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 1. OBTAIN AND RECORD A DEED FROM FIRST REALTY, BETTER HOMES AND GARDENS, INC., SIGNED BY PRESIDENT OR VICE PRESIDENT, VESTING FEE SIMPLE TITLE TO CITY OF MCALESTER.
 2. NOTE: WE MUST BE FURNISHED THE FOLLOWING PERTAINING TO FIRST REALTY, BETTER HOMES AND GARDENS, INC.:
 - A. CERTIFICATE OF GOOD STANDING FROM THE SECRETARY OF STATE OF OKLAHOMA FOR YEAR 2016
 - B. RESOLUTION AUTHORIZING THE SALE.
 3. NOTE: WE MUST BE FURNISHED THE FOLLOWING PERTAINING TO CITY OF MCALESTER:
 - A. RESOLUTION STATING WHO CAN SIGN FOR THE CITY OF MCALESTER
 - B. RESOLUTION AUTHORIZING THE SALE.
 4. OBTAIN AND RECORD RELEASE OF MORTGAGE FROM QUALITY FINISHING INC. IN FAVOR OF THE BANK, N.A., DATED 3-30-01 IN BOOK 1101 PAGE 498 IN THE ORIGINAL SUM OF \$1,060,562.00
 5. OBTAIN PAYMENT FOR 2016 ADVALOREM AND PERSONAL TAXES.
 6. OBTAIN PAYMENT FOR 2012 AND 2013 AGAINST QUALITY FINISHING, INC. + PENALTY.
 7. OBTAIN AND RECORD RELEASE OF UCC FINANCING STATEMENT FROM KREBS BREWING CO.,

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(CITY 82131.PFD/CITY 82131/6)

Commitment Number: CITY 82131

SCHEDULE B - SECTION I
(Continued)

INC. IN FAVOR OF FIRST NATIONAL BANK & TRUST COMPANY, FILED 2-11-16 IN BOOK 2222 PAGE 109.

8. OBTAIN AND RECORD RELEASES ON THE FOLLOWINGS:

A. MORTGAGE IN FAVOR OF THE BANK, N.A., DATED 6-17-09 RECORDED IN BOOK 1708 PAGE 412.

B. MORTGAGE IN FAVOR OF THE BANK, N.A., DATED 6-15-10 IN BOOK 1803 PAGE 435

C. MORTGAGE IN FAVOR OF THE BANK, N.A., DATED 12-9-10 IN BOOK 1849 PAGE 513

D. MORTGAGE IN FAVOR OF THE BANK, N.A., DATED 7-15-09 IN BOOK 1716 PAGE 13.

NOTE: ALL OF THE ABOVE WERE ASSIGNED TO FIRST REALTY BETTER HOMES & GARDENS, INC. IN BOOK 2091 PAGE 97 AND BOOK 2091 PAGE 100.

9. NOTE: THERE IS A JUDGMENT FILED IN CASE CJ-2012-323 IN FAVOR OF THE BANK, N.A. THIS WAS ASSIGNED AND TRANSFERRED TO FIRST REALTY BETTER HOMES & GARDENS, INC. HOWEVER, THIS JUDGMENT HAS NOT BEEN FILED BY BOOK AND PAGE IN THE OFFICE OF THE COUNTY CLERK AS OF THE DATE OF ABSTRACT CERTIFICATION.

REQUIREMENT: IF JUDGMENT IS NOT FILED BY BOOK AND PAGE AT TIME OF CLOSING, OBTAIN A RELEASE OF JUDGMENT FROM FIRST REALTY BETTER HOMES & GARDENS, INC. AND FILE IT IN THE COURT CASE CJ-2012-323.

- f. Receipt of proof in affidavit form satisfactory to us that no improvements or repairs were made on the property within 120 days preceding the filing for record of the instrument required in Item Schedule B above.
- g. ABSTRACT TO BE UPDATED AND ATTORNEY'S OPINION OR FINAL TITLE SEARCH TO SHOW THAT THE ABOVE REQUIREMENTS HAVE BEEN MET BEFORE THE POLICIES TO BE ISSUED.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: CITY 82131

**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
5. ALL ASSESSMENT AND TAXES DUE IN 2016 AND SUBSEQUENT YEARS NOT YET DUE NOR PAYABLE.
6. TITLE TO ALL WATER, OIL, GAS AND OTHER MINERALS INCLUDING COAL AND ASPHALT WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING AND DRILLING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO.
7. RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS AND SETBACK LINES AS RECORDED IN FOLIO #72-B AND BOOK 609 PAGE 232. NOTE: RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN ARE HEREBY DELETED TO THE EXTENT SUCH RESTRICTIONS VIOLATE 42 USA 3604 (0).

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(CITY 82131.PFD/CITY 82131/6)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: CITY 82131

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

A TRACT OF LAND IN LOT C-3 IN THE STEVEN W. TAYLOR INDUSTRIAL PARK, IN PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT C-3; THENCE S 42°33'04" E ALONG THE EASTERLY LINE OF LOT C-3 A DISTANCE OF 232.82 FEET TO THE POINT OF BEGINNING; THENCE S 42°33'04" E ALONG THE EASTERLY LINE OF LOT C-3 A DISTANCE OF 401.81 FEET; THENCE S 80°06'14" W A DISTANCE OF 810 FEET; THENCE S 78°06'14" W A DISTANCE OF 677.13 FEET; THENCE N 25°11'12" W A DISTANCE OF 304.68 FEET; THENCE N 77°13'09" E A DISTANCE OF 1351.96 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN LOT C-3 IN THE STEVEN W. TAYLOR INDUSTRIAL PARK, IN PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT C-3; THENCE S 89°22'49" W ALONG THE SOUTH LINE OF SAID LOT C-3 A DISTANCE OF 900.00 FEET; THENCE S 67°39'12" W ALONG THE SOUTH LINE OF SAID LOT C-3 A DISTANCE OF 358.09 FEET; THENCE N 22°25'14" W A DISTANCE OF 254.43 FEET; THENCE N 78°06'14" E A DISTANCE OF 415.00 FEET; THENCE N 80°06'14" E A DISTANCE OF 810.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT C-3; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT C-3 ON A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 41°55'53" RIGHT AND A LENGTH OF 345.39 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF THE BUILDING AND PROPERTY AT 103 STEVEN TAYLOR BOULEVARD, MCALESTER, OKLAHOMA.

WHEREAS, on October 11, 2016 the City Council accepted the Oklahoma Department of Commerce Community Development Block Grant-Economic Development Infrastructure Finance (CDBG-EDIF) Grant Contract No. 16765 CDBG-ED 16 in the sum of \$1,000,000 for the Krebs Brewing Co., Inc. acquisition of the industrial building/property at 103 Steven Taylor Boulevard; and

WHEREAS, an appraisal report from Paradigm Appraisal Services stating that the estimated market value of the building/property at 103 Steven Taylor Boulevard, subject to the assumptions and limiting conditions attached in the report, as of October 27, 2016 was \$1,430,000; and

WHEREAS, the City of McAlester received a Phase II Environmental Site Assessment prepared by Mehlburger Brawley Consulting Engineers dated August 2013 on for the property at 103 Steven Taylor Boulevard concluding that "it does not appear that significant contamination of the property has occurred in the locations studied, and further investigation is not recommended".

NOW THEREFORE BE IT RESOLVED by the City Council of the City of McAlester, that the City Council has hereby determined to acquire the property at 103 Steven Taylor Boulevard as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein, from the Seller, First Realty Better Homes and Gardens, Inc. for the completion of the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21).

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to take any necessary action and to execute all documents on behalf of the City of McAlester regarding the purchase and acquisition of the real property from First Realty Better Homes and Gardens, Inc. described herein and the leasing thereof to the Krebs Brewing Co., Inc. and the City Clerk of the City of McAlester is hereby authorized to certify the same.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of December 2016.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

EXHIBIT "A"
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF THE BUILDING AND PROPERTY AT 103 STEVEN TAYLOR BOULEVARD, MCALESTER, OKLAHOMA.

103 Steven Taylor Boulevard, McAlester, OK 74501, as more particularly described below:

Legal Description: (17.30 acres more or less total)

A tract of land containing 10.23 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the NE corner of Lot C-3; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 232.82 feet to the Point of Beginning; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 401.81 feet; thence S80°06'14"W a distance of 810 feet; thence S78°06'14"W a distance of 677.13 feet; thence N25°11'12"W a distance of 304.68 feet; thence N77°13'09"E a distance of 1351.96 feet to the Point of Beginning, except all the oil, gas and other minerals lying thereunder.

-AND-

A tract of land containing 7.07 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Beginning at Southeast corner of said Lot C-3; thence S 89°22'49" W along the South line of said Lot C-3 a distance of 900.00 feet; thence S 67°39'12" W along the South line of said Lot C-3 a distance of 358.09 ft.; thence N 22°25'14" W a distance of 254.43 feet; thence N 78°06'14" E a distance of 415.00 feet; thence N 80°06',14" E a distance of 810.00 feet to a point on the easterly line of said lot C-3 on a curve to the right with a Delta Angle of 41°55'53" right and a length of 345.39 feet to the Point of Beginning.



McAlester City Council

AGENDA REPORT

Meeting Date:	December 27, 2016	Item Number:	6
Department:	Community & Economic Development		
	Pete Stasiak, City Manager		
	George Estrada, Bldg Inspector	Account Code:	N/A
Prepared By:	Inspector	Budgeted Amount:	N/A
Date Prepared:	December 20, 2016	Exhibits:	1

Subject

Consider and act upon, granting a Building Permit fee waiver in the sum of \$3,382.00 for the Pittsburgh County Emergency Center (1200 Captain Zappy Ott Dr.) for their 6,787 sq. ft. main building (Permit #16117- \$2,773) and their 2,261 sq. ft. accessory/garage building (Permit # 16118- \$609).

Recommendation

Motion to approve a Building Permit fee waiver in the sum of \$3,382.00 for the Pittsburgh County Emergency Center (1200 Captain Zappy Ott Dr.) for their 6,787 sq. ft. main building (Permit #16117- \$2,773) and their 2,261 sq. ft. accessory/garage building (Permit # 16118- \$609).

Discussion

The Pittsburgh County Emergency Management Center is a county wide organization that is the lead agency for responding to disasters. This facility and its occupants will allow the county to expand equipment inventory that will enhance response efforts to future disaster events. The facility will also provide adequate space and resources for all agencies to meet for training. In the event of an emergency all agencies will be housed together for a collaborative response effort.

Attachments:

1. Pittsburg County Emergency Management Center Building Permits # 16117 & #16118

Approved By

		Initial	Date
Department Head	L. Alsup	LA	12/20/2016
City Manager	P. Stasiak	<i>PJS</i>	<i>12-22-16</i>

BUILDING
PERMITAMOUNT
PAID

VALIDATION

DATE 12-6-16

PERMIT NO. 16117

APPLICANT Atlas Const. Group, LLC

ADDRESS 8218 E 121st, Bixby, OK, 74008

(CONTR'S LICENSE)

PERMIT TO New Building

(1) STORY

Office/EMC/public use

NUMBER OF DWELLING UNITS

AT (LOCATION) 1200 Captain Zappy Ott Dr.

ZONING DISTRICT I-1

BETWEEN West St

AND Electric Ave.

(CROSS STREET)

(CROSS STREET)

SUBDIVISION North McAlester Pittsburgh county Townsite Add #1

LOT SIZE 7.71 ac

BUILDING IS TO BE 84 FT. WIDE BY 81 FT. LONG BY FT. IN HEIGHT AND SHALL CONFORM IN CONSTRUCTION

TO TYPE II-B

USE GROUP B

BASEMENT WALLS OR FOUNDATION

Slab

(TYPE)

REMARKS: All construction must comply with current City Codes*****

AREA OR VOLUME 6,787

(CUBIC/SQUARE FEET)

ESTIMATED COST \$ 2,750,000.00

PERMIT FEE \$2,773.00

OWNER Pittsburgh County Economic Development Authority

ADDRESS 115 E. Carl Albert PKWY, McAlester, OK, 74501

BUILDING DEPT. BY

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

BUILDING
PERMITAMOUNT
PAID

VALIDATION

DATE 12-6-16

PERMIT NO. 16118

APPLICANT Atlas Const. Group, LLC

ADDRESS 8218 E. 121st, Bixby, OK, 74008

(CONTR'S LICENSE)

PERMIT TO New Building

(1) STORY

Accessory/garage

NUMBER OF DWELLING UNITS

AT (LOCATION) 1200 Captain Zappy Ott Dr.

ZONING DISTRICT I-1

BETWEEN West ST

AND Electric Ave.

(CROSS STREET)

(CROSS STREET)

SUBDIVISION N. McAlester, Pitts. County Townsite # AddBlock

LOT SIZE 7.71 ac

BUILDING IS TO BE 50 FT. WIDE BY 45 FT. LONG BY FT. IN HEIGHT AND SHALL CONFORM IN CONSTRUCTION

TO TYPE II-B

USE GROUP U

BASEMENT WALLS OR FOUNDATION

Slab

(TYPE)

REMARKS: All construction must comply with current city codes *****

AREA OR VOLUME 2,261

(CUBIC/SQUARE FEET)

ESTIMATED COST \$ 100,000.00

PERMIT FEE \$ 609.00

OWNER Pittsburgh County economic Development Authority

ADDRESS 115 E. Carl Albert PRKWY, McAlester, OK, 74501

BUILDING DEPT. BY

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



McAlester City Council

AGENDA REPORT

Meeting Date: December 27, 2016 **Item Number:** 7

Department: City Council

Prepared By: William J. Ervin, City Attorney **Account Code:** _____

Date Prepared: December 21, 2016 **Budgeted Amount:** _____

Exhibits: 1

Subject


Consider and act to authorize the Mayor to execute a certificate regarding an existing Ground Lease filed on February 9, 2001, in the Office of the Pittsburg County Clerk in Book 1094 at Pages 327-338.

Recommendation

The City attorney recommends the City Council authorize the execution of the attached certificate regarding the Ground Lease on the DEA building.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		WJE	12/21/2016
City Manager	P. Stasiak		12-22-16

CERTIFICATE

On this _____ day of _____, 2016 the City of McAlester, Oklahoma, a municipal corporation of Oklahoma, hereby certifies that the following are true and correct:

1. That the City of McAlester, Oklahoma ("Ground Lessor") is the fee owner and lessor of certain property (the "Property") being located at 100 Airport Road, McAlester, Oklahoma 74501 and more particularly described in the Ground Lease dated January 23, 2001 as recorded on February 9, 2001 with the Pittsburg County, Oklahoma Recorder as Document No. 59897 in Book 001094, Pages 327-338 ("Exhibit A")
2. That the original lease was entered into by and between The City of McAlester, Oklahoma, Ground Lessor, and DLI MCALESTER L.L.C., an Oklahoma limited liability company, Ground Lessee.
3. To our knowledge, the Ground Lease is a valid lease, in full force and effect, and is binding and enforceable in accordance with its terms.
4. To our knowledge, the Ground Lease has not been modified, assigned, amended, supplemented or superseded.
5. To our knowledge, neither Ground Lessor nor Ground Lessee is in default in the performance or observance of any of its obligations under the Ground Lease.

IN WITNESS WHEREOF, the undersigned has approved, executed, and delivered this Certificate as of 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

Exhibit A

The Ground Lease including all amendments and supplements

30.00

059897

LEASE OF REAL PROPERTYSTATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

2001 FEB -9 A 10:24

THIS LEASE OF REAL PROPERTY (the "Lease") is made and entered into effective as of the 23rd day of January 2001 (the "Effective Date") by and between the CITY OF McALESTER, OKLAHOMA, a municipal corporation of Oklahoma (the "City"), whose address for purposes of this Lease is P.O. Box 578, McAlester, Oklahoma 74501 and DLI McALESTER LLC, an Oklahoma limited liability company ("Lessee"), whose address is 450 South Coltrane Road, Edmond, Oklahoma 73034.

WHEREAS, at its meeting held January 23, 2001, the City Council of the City declared and resolved that the tract of land more particularly described herein shall be made available for the use of Lessee by lease for a term of ninety-nine (99) years commencing the Effective Date, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of a lease between the General Services Administration ("GSA") for the Improvements to be constructed on the Site and a sublease of the Site (such lease and sublease are collectively referred to as the "GSA Lease", at an annual rental rate of One Dollar (\$1.00); and

WHEREAS, the parties agree that the leased premises shall be that tract of real Property described on Exhibit "A" attached hereto and made a part hereof, and;

WHEREAS, the parties agree and acknowledge that the Lessee will construct the Improvements on the Site for use as set forth in Section 3 below.

NOW, THEREFORE, for and in consideration of the promises of the City and Lessee, each to the other, and the undertakings of the City and Lessee as set forth in this Lease, and for other good and valuable consideration recited herein, the sufficiency of which is hereby acknowledged, the City and Lessee do hereby agree to keep, perform and observe the following provisions of this Lease.

1.

USAGE, ABBREVIATIONS AND DEFINITIONS

As used in this Lease, the following words have the meanings indicated:

1.1 The word "Site" shall mean the tract of real property described on Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights and appurtenances thereto belonging or in anywise appertaining, but not the Improvements described below.

1.2 The word "Improvements" shall mean the building constructed ("built", "installed", "placed" and other words of similar import being herein referred to as "constructed") under, upon or above the Site, after the date hereof,

0010940327

including any and all alterations of and additions to the Improvements, whether or not any such alterations or additions are separated from or connected to the Improvements. The City and Lessee anticipate that the Improvements will consist of approximately 8,376 net usable square feet.

2.
SITE LEASED

For and in consideration of the rent and of the terms and conditions of this Lease, the City does hereby let and lease, Site unto Lessee, and Lessee does hereby take and lease the Site from the City.

3
USE OF SITE

The Site shall be used by the United States, acting by and through the GSA for the operation of a United States Drug Enforcement Administration Field Office and for other governmental uses. In the event the GSA Lease terminates during the term of this Lease, Lessee shall have the right to enter into a lease with another tenant for another use so long as such use is primarily for general office purposes.

4.
RENT

For and as rent for the real property consisting of the Site and the Improvements Lessee shall cause to be paid to the City at the address set forth in Section 18, in advance the sum of Ninety-nine and No/100 Dollars (\$99.00).

5.
TERM

Unless sooner terminated, renewed or extended, this Lease shall be for a term of ninety-nine (99) years commencing on the Effective Date and expiring on the ninety-ninth anniversary thereof, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of the GSA Lease.

6.
RESPONSIBILITIES

The rights and privileges hereby granted to Lessee are to be used and enjoyed at the sole risk and responsibility of Lessee. In consideration of the benefits to be derived herefrom, Lessee hereby agrees and warrants that all uses of the Site and Improvements will be within the terms of the purpose of this Lease and that any and all expenses in any way related to or connected with the Site and Improvements or the rights and privileges herein conferred will be at no cost to the City or its officers, instrumentalities or

employees, and that no liens shall attach to the Site, except as specifically provided in Section 9 below.

7.

CONSTRUCTION AND IMPROVEMENTS

7.1 Lessee may install and operate in and on the Site facilities, fixtures, trade fixtures, equipment, machinery and appliances and Lessee's installation of the same shall comply with applicable local, state and Federal laws, rules and regulations. Lessee may, from time to time in Lessee's sole discretion, alter, modify, remove, renovate, and/or replace any Improvements, subject to Lessee's compliance with applicable local, state, and Federal laws, rules, and regulations.

7.2 Title to and ownership of the Improvements shall be vested in Lessee or such subtenants as are designated by Lessee until the termination, expiration or surrender of this Lease at which time all title and ownership of said Improvements shall vest automatically and immediately in the City, free and clear of all claims to or against said Improvements by Lessee or third parties and without necessity of further action or instrument.

7.3 Nothing herein shall be construed as an agreement by the City to be responsible for paying for the Improvements; and neither the Site, nor the City's interest in said Site, shall be subjected to a mechanic's lien for any Improvements constructed by Lessee hereunder. Lessee shall be responsible for assuring that all of the Improvements, alterations, and additions to the Site are constructed in accordance with applicable local, State and Federal law. Lessee shall reimburse the City for all costs and expenses, including reasonable attorney's fees, the City incurs (a) as a result of the fact that the Improvements, additions, or alterations do not comply with local, State and Federal law; (b) in defending against, settling or satisfying any claims that the City is responsible for paying for Improvements commissioned by Lessee hereunder; or (c) in defending against, settling or satisfying any mechanics lien claims, asserted as a result of unpaid for Improvements commissioned by Lessee hereunder.

8.

INSPECTION AND OPERATION

8.1 The City represents that it holds clear and indefeasible title to the Site. The City warrants that it has full authority to enter into the Lease and that it has not otherwise encumbered the Site. The City shall reasonably cooperate with Lessee's or any sublessee's efforts to develop the Site or construct the Improvements, including, but not limited to, granting access to the Site, cooperating in obtaining title insurance, surveys, and easements, and related matters, but such cooperation shall be at no expense to the City.

8.2 Upon termination of this Lease, the Site and Improvements shall be returned to the City, normal wear and tear excepted. All costs and expenses necessary for

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the repair, maintenance, and operation of the Site shall be the sole responsibility of Lessee or its designee.

8.3 In the event the Improvements shall be wholly or partially damaged or destroyed during the term of this Lease, Lessee shall, at its own sole cost and expense, clear the Site of all debris or remains of the damaged or destroyed Facilities and, at its sole option, repair, restore or remove the Improvements within a twelve (12) month period from the time of the damage. Destruction of or damage to the Improvements, or any part of them, shall in no way relieve Lessee from its duties and obligations to pay rent as provided herein.

8.4 During the term of this Lease, Lessee shall be responsible for providing, at its own expense, all utilities, including but not limited to lighting, heating, air conditioning, water, gas and electricity, required for the Site and any Improvements, alterations, or additions thereon. Lessee agrees to maintain all portions of the Site, and any Improvements, alterations, or additions thereon, in a safe and clean condition, and not permit any unsightly accumulation of wreckage, debris, or trash.

9.

MORTGAGE OR ASSIGNMENT OF THE LEASEHOLD

9.1 Lessee shall have the right to encumber by mortgage, security deed, bond covenants, or any other means any of Lessee's rights and interest created by this Lease, but shall not have the right to encumber the City's fee estate. Any such mortgage, security deed, bond covenants, or other security interest shall be subordinate to this Lease. Subordination to this Lease shall be evidenced by a subordination, non-disturbance, and attornment agreement executed by any lender providing financing for construction of the Improvements ("Lender" or "Mortgagee") and the City.

9.2 The holder of a leasehold mortgage may enforce its rights under its leasehold mortgage and acquire title to or sell or cause the leasehold estate to be sold in any lawful way; subject however, to all terms, conditions and provisions of this Lease. During such time as a Lender or Mortgagee is the owner and holder of the leasehold estate and Lessee's interest hereunder, whether by foreclosure or otherwise, such interest acquired hereunder shall remain subject to all of the terms, conditions and provisions of this Lease.

9.3 Lessee or any Mortgagee succeeding to the rights of Lessee hereunder, or any successor of either thereof, shall have the right to assign its interest in this Lease, the Site, and the Improvements so long as the person or entity receiving such assignment assumes the obligations of Lessee hereunder.

10.

LESSOR'S PROPERTY UPON TERMINATION OF THIS LEASE

Upon termination of this Lease, all rights and interest of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Site shall wholly cease and terminate. The Improvements, including but not limited to, all facilities, gas and electric engines, machinery, generators, boilers, furnaces, elevators, appliances, lighting, radiators, heaters, air conditioning units, all fire escapes, pipes, faucets and other plumbing fixtures, and all carpeting, attached to, or located on or in the Improvements, shall henceforth constitute and belong to and be the absolute property of the City without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever. Except as described above, Lessee or any sublessee of the Site or the Improvements may remove all furniture, personalty, equipment, computers, computer systems, and trade fixtures prior to the expiration date of this Lease.

11.

ENVIRONMENTAL

11.1 Lessee shall not use, generate, manufacture, produce, temporarily or permanently store, release, discharge or dispose of on, in, about or under the Site or transport to or from the Site any hazardous substances, pollutants, contaminants of whatsoever description prohibited by Federal or Oklahoma law ("Hazardous Materials"), or knowingly allow any other person or entity to do so, other than in compliance with all applicable Federal, State, and local laws, regulations and guidance.

11.2 Each of the City and Lessee shall promptly notify the other party should it receive actual notice of, or otherwise become aware of, any (a) pending or threatened environmental regulatory action against the such party or the Site or either party's use or occupancy of the Site or any portion thereof, (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material used, generated, stored, disposed or released on, from or into the Site; or (c) the release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Site.

11.3 To the extent required by either the City or Lessee to defend a claim or action brought against the other party or any of such party's officers, employees or agents, each party agrees with the other, to the extent permitted by applicable law, to provide the other party and such party's officers, employees and agents with access to the records and data maintained by the applicable party relevant to the receipt, processing, storage, use, transportation, generation, release and disposal of any Hazardous Materials which are the subject of, or are relevant to, the claim or action in question.

11.4 At the expiration or termination of the Lease, Lessee shall leave the Site as free of Hazardous Materials, as existed at the commencement of the Lease term.

12.

TAXES AND ASSESSMENTS

Lessee shall pay all real property taxes on the Site and the improvements; all license fees; and any and all other taxes, charges, imports; levies of any nature, whether general or special which may, at any time be imposed by local, State or Federal authorities, or that become a lien upon this Lease or Lessee's activities in, or improvements upon, the Site pursuant to this Lease.

13.

DEFAULT AND REMEDIES

13.1 The following shall constitute defaults by Lessee:

- (a) The failure to pay rent or any other monies owed hereunder when due; and
- (b) Any other failure in the performance of any covenant or obligation required by this Lease.

13.2 If Lessee defaults, Lessee shall have thirty (30) days after receipt of written notice from the City to cure monetary defaults as required by this Lease. Lessee shall have ninety (90) days after receipt of written notice from the City to cure all other defaults under this Lease, plus such additional time as may be reasonable and necessary under the particular circumstances involved. The City shall give to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease a copy of each notice of default by Lessee at the same time as and whenever such notice of default shall thereafter be given by the City to Lessee. Such notice to Lender or Mortgagee shall be made as provided in Section 19 herein, and it shall be Lessee's obligation and responsibility to provide the City with the proper name and address of its Lender or Mortgagee. Lessee's failure to provide the City with a current name and address for its Lender or Mortgagee shall relieve the City of its obligation to provide such notice in the event of default, each Lender or Mortgagee shall be permitted to remedy such default or cause the same to be remedied within the period of time provided for cure herein. The City shall accept performance by any Lender or Mortgagee of any covenant, condition, or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No event of default with respect to the performance of work required to be performed, or acts to be done, or conditions to be remedied, shall be deemed to exist so long as such Lender or Mortgagee shall, in good faith, have commenced to cure such matter and to prosecute same to completion with diligence and continuity within the applicable time period provided herein.

13.3 If Lessee defaults, the City may utilize anyone or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

- (a) The City may sue for specific performance.
- (b) The City may sue for all damages incurred by the City including incidental damages, consequential damages, and attorney's fees.
- (c) After the time to cure provided in Section 13.2 has expired, or Lessee has given notice that it does not intend to cure the default, the City may terminate this Lease. The termination of this Lease, however, shall only be effective upon sixty (60) days' prior written notice of same provided by the City to Lessee and to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease. In no event shall this Lease be construed to be terminated unless and until such notice is provided. If this Lease is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including reasonable attorney's fees and other expenses of collection, incurred as a result of any default.
- (d) The City may utilize any other remedy provided by law or equity as a result of Lessee's default.

13.4 Notwithstanding anything contained herein to the contrary, including the occurrence of any default by Lessee, the City may not terminate this Lease for any reason so long as the term of the GSA Lease shall not have expired.

14.

COMPLIANCE WITH RULES AND REGULATIONS

Lessee shall observe and obey applicable rules and regulations promulgated by the City and other appropriate local, State and Federal entities having jurisdiction over the Site. Any rules and regulations promulgated by the City shall be of general application to all property or activities within the jurisdiction of the City and shall not be applicable solely to the Site or the Improvements.

15.

INSPECTION

The City may, upon reasonable prior notice to Lessee and any sublessee in possession, inspect the Site and any Improvements or alterations thereon during Lessee's or any sublessee's regular business hours.

16.

QUIET ENJOYMENT

The City represents that upon payment of rents when due and upon performance of all other conditions herein, Lessee and any sublessee shall peaceably have, possess and enjoy the Site without hindrance or disturbance from the City.

17.

WAIVER

Should Lessee breach any of its obligations hereunder, the City nevertheless may thereafter accept from Lessee any payment or payments due hereunder and continue this Lease in effect, without in any way waiving the City's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the City of any default, breach, or omission of Lessee under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or omission.

18.

NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the City shall be mailed to:

City Manager
City of McAlester-
P. O. Box 578
McAlester, Oklahoma 74501

All notices to Lessee shall be mailed to:

President
DLI McAlester LLC
450 South Coltrane Road
Edmond, Oklahoma 73034

The parties from time to time may designate in writing changes in the addresses stated by giving notice as set forth herein.

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19.

SUCCESSORS

The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties.

20.

ATTORNEY'S FEES, COSTS AND EXPENSES OF LITIGATION

In the event of a breach of this Lease, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs, and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

21.

SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Site, together with any Improvements, or fixtures located thereon, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or third party whose position was derived from or through Lessee.

22.

GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma, except to the extent that Federal law is expressly made applicable to this Lease.

23.

HOLDING OVER

If Lessee remains in possession of the Premises after the expiration of this Lease without written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month which may be terminated at any time by the City or Lessee upon thirty (30) days' written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

24.

GENERAL PROVISIONS OF THIS LEASE

24.1 The captions or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the interpretation of this Lease.

24.2 Each of the provisions of this Lease shall apply, extend to, be binding upon and inure to the benefit or detriment of the City and Lessee, and to their successors and assigns.

24.3 There shall be no renewal or extension of the term of this Lease by operation of law.

24.4 Nothing contained in this Lease shall make, or shall be construed to make the City and Lessee partners in, of or joint ventures with each other, nor shall anything contained in the Lease render, or shall be construed to render, either the City or Lessee liable to a third party for the debts or obligations of the other.

24.5 Since the Improvements are initially solely for Government use, no advertising matter shall be constructed on or over the Facility or Premises, unless authorized in writing by a GSA Contracting Officer. In the event the GSA Lease terminates, advertising and signage in keeping with the use of the Site and Improvements shall be allowed. During the period of construction of the Improvements the general contractor and any entity providing financing of the Improvements shall be allowed to place signs on the Site regarding their roles as contractor and lender.

24.6 This Lease is executed in three (3) counterparts which are separately numbered but each of which is deemed an original, but all of which shall constitute one agreement.

24.7 The City and Lessee shall execute a Memorandum of Lease in recordable form at the request of either party to this Lease.

24.8 There shall be no merger of this Lease or the leasehold estate in the Site or any part thereof by reason of the same person's acquiring or holding, directly or indirectly, this Lease and the leasehold estate created hereby or any interest in this Lease or in such leasehold estate as well as the fee estate in the Site.

25.

ENTIRE AGREEMENT

This Lease supersedes all prior negotiations, discussions, statements and agreements between the City and Lessee with respect to the Site and Lessee's use and occupancy thereof; no member, officer, employee or agent of the City or Lessee has authority to make, or has made, any statement, agreement representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

IN WITNESS WHEREOF, the City and Lessee have caused these presents to be executed and delivered by their respective authorized representatives as of the date hereof.

LESSOR:

CITY OF McALESTER, OKLAHOMA
a municipal corporation of Oklahoma

By: *[Signature]*
~~City Manager~~ MAYOR



DLI McALESTER LLC,
an Oklahoma limited liability company

By: *[Signature]*
Calvin R. Burgess, President

131238
[Handwritten mark]

Exhibit "A"

A tract of land lying in the Southwest Quarter of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma, said tract of land being a part of the land described in a Warranty Deed recorded in Book D-183, Page 479, of the records of Pittsburg County, and being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma;

THENCE East along the Southerly line of said Section 24, a distance of 521.00 feet (said course being previously described as North 89°58'58" East a distance of 527.58 feet) to a point on the South line of said Section 24;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, and it's Northeasterly extension, a distance of 749.49 feet (said distance being previously described as 750.00 feet) to a point on the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road, and the POINT OF BEGINNING;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet;

THENCE South 45°52'43" East, parallel with said Easterly right of way line (said course being previously described as South 49°00'04" East), a distance of 130.00 feet;

THENCE South 40°59'56" West, parallel with the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet to a point of intersection with the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road;

THENCE North 45°52'43" West, along the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road (said course being previously described as North 49°00'04" West), a distance of 130.00 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 43,495 square feet or 0.9985 acres, more or less.

Prepared by: Mark Deal and Associates, P.C.

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City Manager Report to the Council

December 27, 2016

Business:

- The City has received final sales tax numbers for the period October 16, 2016 through November 15, 2016. The final sales tax number to be received from the Oklahoma Tax Commission is \$1.072M. The budgeted number for this period is \$1.250M or \$178K under budget. For the first six months of the year sales tax revenue is under budget \$412K. The Use Tax received for the period is \$80K as compared to \$59K budgeted, or \$21K over budget. For the first six months of the year use tax revenue is \$100K over budget.
- Water Sales, district water sales, sewer and garbage sales for the month November 2016 equaled \$692K. The budgeted sales for November is \$680K or \$12K over budget for the month. For the first five months of the fiscal year, the City has received \$3.821M in sales revenue as compared to a budgeted number of \$3.666M or \$155K over budget. These numbers have been seasonally adjusted.
- Public Service Company of Oklahoma (PSO) will begin rebuilding the transmission line from McAlester to Atoka on January 4, 2017. Phase 1 of the rebuild starts at the McAlester Substation on Electric Avenue. It then continues south parallel with the east side of 9th. Avenue and Hardy Springs Road. This section is anticipated to be completed by May 31, 2017. The crews will be working shifts of ten (10) days on and four (4) days off from 7:00am. to 5:00pm. It is anticipated that there will be times when detours will be required to get around the bucket trucks that will be blocking lanes.
- The Automatic Metering Installation (AMI) is making good progress. The antenna's have been installed on the water towers and the software is in place. The construction crews that will be installing the water meters are scheduled to be in McAlester around February 1, 2017. They will be focusing on replacing 3,500 meters in the south side of town.

Active Projects:

- 2015 CDBG Water line Project (Short Stonewall and Court Ave.):

- CIP #5, Washington Avenue (6th. to 8th.): The anticipated completion date for the project after Council approval will be January 1, 2017.
- Archery Park bathroom facilities. New lease is currently being prepared.
- Adams Street 8" sewer line replacement: Final Phase (Complete)
- Miami Avenue 8" sewer line replacement: Final Phase (Complete)
- 500 N. Main Drainage Improvement: (On Schedule)
 - Preconstruction meeting held November 16, 2016
 - Contractor mobilization week of November 28, 2016
 - Anticipated completion date January 12, 2017.
- Preakness Avenue Drainage. (Spring 2017)
- 2016 CDBG Water Line Project (In Design)
- Carl Albert Parkway Signalization. (Re-Bid)
- Belmont Trail Bridge Replacement: Final phase (Complete)
- Wade Watts Boulevard Concrete Panel Replacement. (On Going)
- Automated Meter Reading System (AMI):
 - Software and antenna installation in December 2016.
 - Meter installation February 2017.
- Canal Wall Maintenance and Failure Mitigation Program. Purchase Order issued for construction.
- Alleyway Drainage at 2nd. Street north of Choctaw Avenue: No new updates.
- Village Boulevard Drainage Improvements: In design
- Village Boulevard asphalt overlay: (Complete)
- Drainage at 1st. and Taylor: Planning stage
- Washington Ave. bridge and sidewalk repair: Contractor on site November 16, 2016. (Estimated completion 01/2017)

- Water Treatment Plant MCC Replacement: Prebid walk through November 15, 2016.
- Street Stripping program phase 2 to be completed in November.

Public Works Department:

- Report Not Available
- Upcoming Projects:
 - Van Buren water line replacement from 5th. Street to 6th. Street.
 - Signalization project at South Avenue and the Union Pacific RR.
 - Wastewater storm water basin at east plant.
 - Choctaw Avenue Infrastructure study.
 - Water line replacement Capital Drive 12"
 - 6th. and Carl Albert Intersection Improvements.

Community Services Department:

- Report Attached, EXPO, Exhibit "B"
- EXPO Calendar of Events 2016

Personnel:

- Report Attached, Exhibit "C"
- Open Positions
 - Communications E911 (1)
 - Information Technology (1)
 - Police (1)
 - Fire Fighter (3)
 - Recreation (2)
 - Nutrition (1)
 - Engineering (1)
 - Streets (1)
 - Wastewater (1)
 - Utility Maintenance (1)

Fire Department:

- Report Attached, Exhibit "D"

Police Department:

- Report Attached, Exhibit “E”

Finance Department:

- Report Attached, Exhibit “F”
- Safety Office Report Attached, Exhibit “F1”

City Clerk:

- Report Attached Exhibit “G”

Grants & Public Relations Manager:

- Report Attached, Exhibit “H”

Water Department:

- Report Attached, Exhibit “I”

Fraternal Order of Police (FOP):

- Grievance – August 13, 2014, Patrolman Chris Troussel nepotism.

International Association of Fire Fighters (IAFF):

Ongoing Grievances:

- Grievance – February 15, 2016, K. Austin Skipped Step Increase
 - Arbitrator selected (Daniel F. Jennings)
- Grievance – July 20, 2015, Facial Hair/Insubordination (J. Fassio)
 - Arbitrator selected (Vicki Peterson Cohen)
- Grievance – September 10, 2014, Driver/Operator Kenny Barone discipline
 - Arbitrator selected (Ahrens)
- Grievance – September 10, 2014, Retired Captain Rick Beams wage dispute.
 - Arbitrator selected (James W. Hoose)

- Grievance – February 15, 2016, Secondary Employment Form
 - Arbitrator selected (David E. Walker)
- Grievance – June 27, 2014, Retired captain Rick Beams accumulated leave, comp time, holidays and 1986 Zerboni Award.
- Grievance – May 13, 2013, Unused Holidays for 2012-2013 fiscal year. This grievance disputes the hours paid to Fire Fighters for unused Holidays for the fiscal year.

Water Fees Waived:

- 312 W. Monroe – Leak repaired at edge of house by owner Dusty Swing, Leak adjustment \$177.88.
- 1311 E. Osage – Leak repaired under the house by Klusak Heat N Air, Leak adjustment \$74.45.
- 353 E. Washington – Bad water meter, meter replaced by City of McAlester. Adjustment \$277.16.
- America's Car Mart – Leak repaired between the meter and the building by Humphrey's Plumbing Heat & Air, Leak adjustment \$3,138.62.
- 1602 E. Osage – Leak repaired under the house by AAA Plumbing, Leak adjustment \$15.10.
- 1708 S. 9th. – Leak repaired under house at joint by Nick's Mechanical Services, Leak adjustment \$197.34.
- 528 E. Adams – Leak repaired in main line to house by Humphrey's Plumbing Heat & Air, Leak adjustment \$37.08.
- 3290 N. Plum Street – Leak repaired in main line to house by All About U Plumbing, Leak adjustment \$45.86.
- 803 E. Pierce Avenue – Leak repaired under the porch by All About U Plumbing, Leak adjustment \$20.28.

Payable Checks Released:

- Ervin & Ervin

Meetings Attended:

- Main Street Board Meeting
- Planning & Zoning Meeting
- Ward Re-districting Meeting
- Audit & Finance Meeting
- Chamber Board Meeting

City of McAlester
Community Services Department
Monthly Report
November 2016

Land Maintenance:

Sherman Miller, Supervisor

- Kept litter picked up in parks
- Inspected playgrounds and fall surfaces
- Finished installing Christmas lights
- Prepared disc golf course for event
- Painted posts at the new bridge at Mike Deak
- Mowed parks and other city owned properties
- Helped Pride in McAlester load electronics from cleanup
- Attended safety training at Vo-Tech
- Watered young trees and landscape material
- Painted pipe fence at new playground at Mike Deak
- Winterized equipment for storage
- Serviced equipment as needed
- Picked up and installed live Christmas tree on Choctaw Ave
- Power washed Chadick Park tennis courts
- Took down shade kites in parks and stored them
- Trimmed low limbs at four locations
- Removed four stumps
- Removed two problem trees

Cemetery:

Rusty Clifton, Cemetery Sexton

- | | |
|--------------------------------------------------------------|----|
| ▪ Cemetery lot sale, speculative | 5 |
| ▪ Cemetery lot sales, actual City | 1 |
| ▪ Catholic section | 0 |
| ▪ Masonic section | 3 |
| ▪ Golden Meadows | 0 |
| ▪ Monument Company assistance, locating, taping and staking. | 7 |
| ▪ Genealogy inquiries (G4 Statewide Confederate Vets Assoc.) | |
| ▪ Location searches for friends and family | 10 |
| ▪ Disinterment | 0 |
| ▪ Funerals and burials | 9 |
| ▪ Deeds issued | 1 |
| ▪ Inquiries from florists | 3 |
| ▪ Safety meetings | 4 |
| ▪ Assembled new tent | |

EXPO Center:

Jerry Lynn Wilson, Expo Supervisor

(See Attached Reports)

Nutrition Center:

Diane Chadsey, Nutritional Supervisor

- Meals served 4539 (open 19 days)
- 236 Seniors participated in our enhanced fitness class
- Vans transported 486 seniors
- Vans made 957 trips
- Site Manager and W. Kiowa Manager went to Wilburton on 11/02/2016 for "Feed the Need" meeting.
- We held a celebration for our 24 Veterans on 11/10/2016. We had a magic show, poems read, recognition of Veterans and songs were sang. All had a great time.

Parks & Recreation:

- Picked up trash from Library, City Hall and Choctaw
- Took trash truck to all parks
- Fixed bench at Chadick Park
- Fixed door on restroom at Hutchison Park
- Removed graffiti and painted restroom at Hutchison Park
- Replaced door knob and lock at Mike Deak restroom
- Took paper and plastic to recycle center and picked up cans
- Weed eated around Rotary Park and Hutchison Park
- Cleaned up trash in Rotary Park and from around pond
- Cleaned monument at Komar Park
- Unclogged men's restroom at Mike Deak
- Checked Stipe pool and added chemicals as needed
- Cleaned screen, backwashed and adjusted ORP meter
- Replaced toilet at Mullen Park restroom
- Pulled weeds at Rotary and playground
- Winterized Hunter, Stipe pool, Jeff Lee, Mullen, high school tennis courts, Hutchison, B and Jefferson, Chadick and Komar pools
- Fixed sink at Armory

- Power washed Chadick tennis courts
- Removed graffiti from skate board park and painted ramp
- Installed door knob and dead bolt on tool room at Stipe Center
- Put up groceries for Nutrition
- Set up and tore down Sr. Citizen exercise class

City of McAlester

EXPO CENTER

ACTIVITY REPORT – NOVEMBER 2016

<u>SEE ATTACHED REPORTS</u>	<u>CURRENT MONTH</u>	<u>FISCAL Y-T-D TOTALS</u>
Event Attendance	4,465	28,777
Rental Income	\$8,810.00	\$37,920.00
Concession Income	\$1,765.00	\$13,402.45
Catering Income	\$0	\$400.00

DAILY OPERATIONS, MAINTENANCE & EVENTS

Update City website, Expo Foyer Monitor and Marquee with upcoming Expo Events.

Oversee daily operations: schedule and coordinate events. Schedule staff according to events. Confer with events on logistical needs and employees on issues. Input employee time to INCODE. Prepare and conduct safety meetings and staff meetings. Request price quotes on equipment/services. Order supplies. Make repairs or request outside services for repairs to maintain facility. Oversee budget, process purchase requests and purchase orders timely. Compile monthly reports of Expo activity.

Work events, supervise inmate labor; clean, maintain and set up facility before and after each event.

EXPO ATTENDEE'S REPORT - NOVEMBER 2016

DATE	EVENT	ATTENDANCE
	Y-T-D TOTAL	24,312
11-1-16	O.I.L. Legislative Forum	40
11-1-16	City – Economic Dev.	25
11-3-16	Petro Quest Safety Meeting	100
11-4-16	Junk Hippy set up	50
11-5-16	Baby Shower	80
11-5-16	Junk Hippy	1200
11-5-16	Birthday Party	35
11-5-16	OK Codes Class	25
11-6-16	Baby Shower	20
11-6-16	Thanksgiving Mash Up Roller Derby	100
11-8-16	Sonic Meeting	25
11-8-16	Kern's Watch Party	40
11-10-16	OSU Tax Conference	50
11-11-16	OSU Tax Conference	50
11-12-16	Jehovah's Witness cleaning/set up	150
11-13-16	Jehovah's Witness	2000
11-14-16	Youth Football Banquet	120
11-15-16	U Build It Seminar	10
11-19-16	Birthday Party	25
11-19-16	Birthday Party	20
11-19-16	Birthday Party	20
11-30-16	EOSC-Chad Cargill ACT Prep	280
	MONTHLY TOTAL	4,465
	YEAR TO DATE	28,777

EXPO RENTAL INCOME REPORT

NOVEMBER 2016

DATE	PAYMENT	RECEIPT#	EVENT	DATE OF EVENT
Y-T-D TOTAL	\$29,110.00			
11-3-16	\$65.00	42322	Birthday Party	11-5-16 +
11-4-16	\$1,500.00	42323	Junk Hippy Roadshow	11/4-5/16+
11-4-16	\$125.00	42324	E-Z Mart Ins. Mtg.	12/1/16+
11-4-16	\$440.00	42325	Church of Christ Worship Service	1-1-17+
11-4-16	\$625.00	42326	Roller Derby	11-6-16+
11-7-16	\$65.00	42328	Birthday Party	11-19-16+
11-8-16	\$125.00	42329	Sonic Emp. Meeting	11-8-16+
11-9-16	\$200.00	42330	Jehovah's Witness	3/17-18/18+
11-9-16	\$200.00	42331	Jehovah's Witness	11/10-11/17+
11-9-16	\$925.00	42332	Jehovah's Witness	11/12-13/16+
11-9-16	\$65.00	42333	Baby Shower	12-10-16+
11-10-16	\$65.00	42334	Baby Shower	1-21-17+
11-10-16	\$125.00	42335	Anniversary Party	3-12-17+
11-14-16	\$80.00	42336	Wedding/Reception	1-14-17+
11-14-16	\$315.00	42337	McAlester Youth Football	11-14-16+
11-15-16	\$315.00	42338	4-H Banquet	10-29-16+
11-15-16	\$250.00	42339	Election Board Meeting	6/13-14/16+
11-15-16	\$65.00	42340	U Build It	11-15-16+
11-22-16	\$2,875.00	42341	Choctaw Career Expo	2/20-22/17+
11-29-16	\$65.00	42342	Wedding Reception	12-10-16
11-30-16	\$125.00	42343	Probation & Parole Emp. Rec. Banq.	12-13-16
11-30-16	\$65.00	42344	Birthday Party	12-3-16
11-30-16	\$130.00	42345	OSU Meetings	6-15-16
MONTHLY TOTAL	\$8,810.00			
Y-T-D TOTAL	\$37,920.00			

EXPO CONCESSION INCOME REPORT

NOVEMBER 2016[illegible]

HEADCOUNT SUMMARY

As of November 30, 2016

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2016-2017	NOVEMBER 2016 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2016-2017	NOVEMBER 2016 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	OCTOBER 2016 ACTUAL FULL-TIME	OCTOBER 2016 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	3	3						3	
TOURISM	CITY MANAGER	2	2						2	
ECONOMIC DEVELOPMENT	CITY MANAGER	1	1						1	
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	2	2						2	
PLANNING & ED	P&CD	5	5						5	
HUMAN RESOURCES	FINANCE	2	2		1	0	1	1 P/T REMAINS OPEN	2	0
COURT/LEGAL	FINANCE	3	3		4	4			3	4
UTILITY OFFICE	FINANCE	8	8		1	0	1	1 P/T REMAINS OPEN	8	1
FINANCE	FINANCE	4	4		1	1			4	1
INFORMATION SERVICES	FINANCE	2	1	1				1 F/T POSITION REMAINS OPEN	1	
TOTAL		32	31	1	14	12	2		31	13
POLICE	POLICE	39	38	1				1 F/T POSITION REMAINS OPEN	39	
CID (DETECTIVES)	POLICE	8	8						8	
ANIMAL CONTROL	POLICE	1	1						1	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	9	1				1 F/T POSITION REMAINS OPEN	9	
TOTAL		62	60	2					61	0
FIRE	FIRE	43	40	3				3 F/T POSITIONS REMAIN OPEN	39	
TOTAL		43	40	3					39	0
PARKS	COMMUNITY SVC	12	12		3	0	3	P/T POSITIONS REMAIN OPEN DUE TO SEASONAL EMPLOYEES	12	0
RECREATION	COMMUNITY SVC	4	2	2	13	4	9	2 F/T POSITIONS REMAIN OPEN, P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	2	4
NUTRITION	COMMUNITY SVC	4	3	1	7	8	+1	1 F/T POSITION REMAINS OPEN, 1 P/T OVER BUDGET DUE TO 2 PART-TIME POSITIONS SPLITTING HOURS	4	8
SWIMMING POOLS	COMMUNITY SVC				33	0	33	P/T POSITIONS REMAIN OPEN DUE TO SEASONAL EMPLOYEES		0
CEMETERY	COMMUNITY SVC	5	5		1	0	1	1 P/T POSITION REMAINS OPEN DUE TO SEASONAL EMPLOYEES	5	0
EXPO	COMMUNITY SVC	4	4		7	7			3	7
TOTAL		29	26	3	64	19	45		26	19

HEADCOUNT SUMMARY CONTINUED

As of November 30, 2016

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2016-2017	NOVEMBER 2016 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2016-2017	NOVEMBER 2016 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	OCTOBER 2016 ACTUAL FULL-TIME	OCTOBER 2016 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	5	4	1				1 F/T POSITION REMAINS OPEN	4	
FACILITY MAINTENANCE	PUBLIC WORKS	3	3						3	
FLEET MAINTENANCE	PUBLIC WORKS	5	5						5	
AIRPORT	PUBLIC WORKS	3	3						3	
STREETS	PUBLIC WORKS	14	13	1	5	0	5	1 F/T POSITION REMAINS OPEN & 5 SEASONAL POSITIONS	13	0
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		32	30	2	5	0	5		30	0
WASTE WATER	UTILITIES	13	12	1				1 F/T POSITION REMAINS OPEN	12	
UTILITY MAINT.	UTILITIES	10	9	1				1 F/T POSITION REMAINS OPEN	9	
TOTAL		23	21	2					21	0
GRAND TOTAL		221	208	13	83	31	52		208	32

Prepared by Sheila Maldonado, HR Coordinator

Generated December 9, 2016

McAlester Fire Department

Monthly Report

November, 2016

Activity	2015	2016	YTD	% +/-
Structure Fire	4	3	23	-25%
All Other Fires	10	7	119	-30%
EMS	179	199	2,417	11.17%
False Alarms	19	19	130	0
All Other Responses	15	13	122	-13.3%

Training

Personnel of the McAlester Fire Department received training in the following areas during the month of November, 2016:

Lieutenant Kevin Austin Fire Officer II training
 EMS Documentation Training (shift Personnel)
 Fire service Instructor conference (Tulsa)
 High Rise Firefighting Tactics Training (Brewer, Austin)
 Forcible entry Training (C shift)

Services provided for the community by the McAlester Fire Department

Station Tours	1
Fire Investigations	3
Code Enforcement	12
Smoke Detector Installations	2

Overview

- 11/08/2016: Met with Fire Dept Chaplin about planning for the future and assisting fire victims
- 11/09/2016: Meeting with Chamber group about shop LOKAL event
- 11/10/2016: Taught Firefighter Cancer Awareness (Brewer/Jenson)
- 11/11/2016: Veterans Day Parade Incident (Brewer/Jenson/B- shift)
- 11/21/2016: Meeting with Chamber group about shop LOKAL event
- 11/21/2016: Meeting with Christmas Parade committee
- 11/26/2016: Shop LOKAL event provide Santa (Rivers)
- 11/28/2016: Meeting with Christmas on the Hill group
- 11/29/2016: Mediation with Local 2284 (Brewer/Jenson)
- 11/30/2016: New Fire Recruit testing
- 11/30/2016: District court

McAlester Police Department

Monthly Report

November, 2016

Activity

Persons Jailed:	135
Offense Reports:	220
Total Crimes:	338

Traffic Accidents

Accidents:	60
Injured:	23
Fatalities:	-0-

Citations

Total Citations Issued:	811
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Calls for Service

Total Calls for Service	7183
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Training

Records Management/Computer Aided Dispatch

In November, 2016 the McAlester Police Department implemented a new Records Management System (RMS) and a new Computer Aided Dispatch (CAD)

system. All personnel received many hours of intensive instruction in the new system by the trainers from Tyler Technologies.

We anticipate acclimating to the new system through the first part of this year and then considering Mobile Data Terminals (MDT) for the vehicles. This would put information from the police department and from sources throughout the criminal justice system at the officer's fingertips.

While the majority of training time was devoted to RMS/CAD, officers also received training in the following areas:

Intoxylizer Recertification

CPR Recertification

Driving Safety

Department Regulations

New Equipment

The police department has equipped the two new Dodge Charger Pursuit Units with emergency equipment and deployed them to the streets of McAlester. The officers receiving the new units are very pleased with them and the equipment which was installed.

Community Services Officer

Classes and events for the Community Services Division of the Police Department:

11-01-16: Team Parker, 1 class of 5th grade students, Lesson #6, Internet Safety.

11-03-16: Team Parker, 1 class of 5th grade students, Lesson #7, Emergency Management.
1 class of 6th graders, Lesson #7 Emergency Management.

11-04-16: Team Lakewood, Lesson #1, why we have rules and laws, 3 classes of 3rd-5th grade classes.

11-08-16: Team Parker, 1 classes of 5th graders, Lesson #1, why we have rules and laws. First Baptist Church Pre k classes, big five safety rules partial lesson and let them see Fire truck and Police Car.

11-10-16: Team Parker: 1 class of 5th graders, Lesson #2 I will Stay safe. 1 class of 6th graders, Lesson #1 Laws and Rules what is the difference.

11-11-16: Team Lakewood: Lesson #3, Drugs are Dangerous, 3 classes of 3rd-5th.

11-15-16: Team Parker: 1 5th grade class, Lesson #3 Drugs are Dangerous.

11-17-16: Team Parker: 1-5th grade class, Lesson #4 Fire safety is important to me. 1-6th grade class, Lesson #2 Crime and Community.

11-18-16: Team Lakewood, 3 classes of 3rd-5th Lesson #4, Fire safety is important to me.

11-23-16: KNED Radio Show. Driving safety and deer on the move.

Gary Wansick
Chief of Police

**City of McAlester
Finance Department
Monthly Report
Nov 2016**

Finance Division; Toni Ervin, CFO

Finance:

- ◆ See Attached financial reports.
- ◆ Processed accounts receivable, business license, hotel taxes, check reconciliation, utility bad debt, and cash collections reconciliation

Accounts Payable:

- ◆ Process invoices for payment, city utility payments, purchase orders
- ◆ Bid: None

Human Resources:

- ◆ Head count: Full time 208; part time 31 See attached report.
Job openings: 5
New Hires: full-time/part-time 2 Retirements/Left Employment: 2

Payroll:

- ◆ Processed payroll for Non-Uniform, Retirees, Police and Fire Union wages. Processed employee benefits, Oklahoma Tax Commission and Federal Taxes.

IT:

- ◆ Installation, training, and new server for the Computer Added Dispatch.
- ◆ Preparing for the AMI Network installation on towers.

Safety:

- ◆ See attached report.

Court:

- ◆ See attached report

Utility Billing & Collections:

- ◆ Process daily cash collections, customer service, bills, late notices, drafts and miscellaneous

Utility water accounts per class: current

Residential: 6,332 Commercial: 1,046 Bulk Water 5

Service Orders: Meter Readers and Utility Maintenance

Totals by Job Code

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
REINS - REINSTATE	198	0	0	0	1
ON TURN ON SERVICE	69	2	0	0	2
OFF - TURN OFF SERVICE	86	0	0	0	8
SWAP - METER SWAP	42	0	0	0	0
OCC - OCCUPANT CHANGE	53	1	0	0	3
RR - RE-READ (AFTER BILLING	45	0	0	0	1
MISC - MISCELLANEOUS	20	0	0	0	2
MTRI - METER INFORMATION	26	3	1	0	0
SVCHG - SET NEW SERVICE	1	0	0	0	0
TOTAL ALL CODES	540	6	1	0	17

MONTHLY TRANSACTION REPORT

TYPE	COUNT	AMOUNT
ADJUSTMENT	693	1,228.06CR
BILL	7,519	774,660.43
CUTOFF	312	12,240.00
APPLIED DEPOSIT	90	8,665.00CR
CC DRAFT	167	9,867.54CR
LATE CHARGE	1,453	10,198.25
MEMO	2,313	0.00
PAYMENT	5,172	592,459.39CR
REFUND CHECK	46	1,929.89
DRAFT	967	141,960.86CR
WEB PAYMENT	685	64,582.86CR
DEPOSIT	98	8,960.00
REVERSE PAYMENT	2	323.62
TOTAL FOR PERIOD	19,517	10,451.52CR

City of McAlester
Safety Office
Monthly Report November 2016

Date: 11-30-2016

EQUIPMENT: I received some PPE safety supplies this month and have ordered another large shipment of PPE.

TRAINING: We had 6 employees' complete 16 OMAG online courses this month. Forty employees attended Fire Safety class at Kiamichi Tech.

ACCIDENT: Two accidents this month. A UTM vehicle had a windshield broken when the latch came loose. Fleet maintenance claims there was a problem with the latch. Damage is estimated at \$900.00. A firetruck rear-ended a vehicle causing close to \$2500.00 damage to the truck and almost 11K to the other vehicle.

INJURIES: One injury this month. A firefighter strained his back lifting a patient but did not seek medical treatment. We almost made it the whole month injury free!

DAMAGE: One report of damage this month. A building was damaged when a Gradall from the Streets dept. hit it. Damage was estimated at \$200.00

INSPECTIONS: All employees have been doing a good job wearing the required PPE. All employees have been working safely. I have some winter caps ordered that will be here this week for those working out in the cold.

WORKERS COMPENSATION: We are attempting to settle a recently retired Firefighter's claim.

We are at 18 injuries reported for the calendar year, which is 17 less than at this time last year. There were 35 injuries by November 30th of last year. 6 of the 18 injuries resulted in time off and restricted duty. We had one this month compared to 3 in November of last year. For the fiscal year, we have had 11 injuries compared to 14 for the same time during the last fiscal year.

The December newsletter has been printed and distributed.

Doug Basinger
Safety/ Risk Management

**City of McAlester
City Clerk
Monthly Report
Month(s) Nov., 2016**

1. Meetings attended: 2 Regular
Nov. 8th and 22nd
2. Produced minutes for 2 Regular Council meetings.
Nov. 8th and 22nd
3. Open Records Requests: Multiple Police Department Records Request.
4. Status of Recodification of Code of Ordinances:
Received Final Draft. All chapters have been reviewed and now waiting to discuss with City Attorney the organization of all notes and how to properly submit documents to Municipal Code Company.
5. Bid openings: Nov. 29, 2016 – HVAC Army Reserve Bldg.
6. Submitted Notice of Tort claims: 2 - Vehicle Damage
(Filed w/OMAG) 1 - Property Damage
0 – Misc.
7. OMAG Tort Claim Denials:
None
8. OMAG Tort Claim Settlements:
Claim No. 202731-KW, Auto Accident settlement in the amount of \$1,196.85.
9. Claims Filed for Damage to Municipal Property:
None
10. Training attended: No trainings in November.

City of McAlester

November 2016

12/15/2016

Summary

The City is currently removing the solids from the drying beds. This will allow the sludge to be moved into the drying beds from the sludge lagoons. The sludge lagoons are beginning to fill with solids from the treatment process. We are starting to see an increase in solids during our monthly testing and are violating the permit. This may lead to additional enforcement from ODEQ.

The High Service Pumps are operating as well as can be expected. It is imperative that the MCC gets replaced soon as there have been many reliability issues with them. Only two of the four MCC cabinets are functioning. One of the pump/motor units is not working properly and can be used in an emergency only. Several technicians have looked at the unit and all troubleshooting points to the MCC controls. We are starting to see water demand slow down this time of year and that should ease the load on the remaining pumps/controls.

The VFD install for the Lake Pumps went very well. All four pumps are online and working well. We now have full flow control into the treatment plant. This will allow us to ease the flow on the filters during peak demand and backwashes.

Filter #5 is now back online and filtering. All of the work L&L Construction performed seems to be working well. There are still many issues with the controls and valves not only on Filter #5, but all other filters as well. Funding needs to be set aside for the rehab of controls and valves for all filters very soon.

Items Requiring Approval

We would ask your consideration and approval of the following:

Request	Impact	Est. Cost
Filter Rehab	Meet DEQ requirements, comply with industry standards, and deliver quality water to customers.	\$1.6M

Noteworthy Events

The new gate has been installed and we are working with the contractor to fix the few issues that remain. We will also be ordering signs to install on the new gate directing visitors to sign in and out, along with the appropriate warning signs for the facility.

We believe that the clear well is leaking worse than previously thought. There is a lot of water leaving the French drain that surrounds the clear well structure. We will be attempting to isolate one side of the clear well to see if this helps determine which side or if both sides are leaking.

Operations

There were five violations in November for the pond discharge. One was for pH and likely due to the cold temperatures. Three were for TSS and one for manganese. This is due to the large amount of solids in the lagoons. All other sampling was well within limits.

Chemicals used for the month of November are as follows:

Performance Metrics	Current Month	Contract Year to Date
Water Treated (MG)	112.064	698.228
Finished Water (MG)	110.067	625.430
ACH (JH-100) (lbs.)	34,881	198,769
Chlorine (lbs.)	3,871	23,612
Sodium Permanganate (lbs.)	1,838	11,247
Carbon (lbs.)	2,100	16,050
Caustic (lbs.)		3,831
Polymer (lbs.)	1,230	1,230
Phosphate (lbs.)	7,344	19,491

Maintenance & Repair

We are working to finish out the Initial Capital Improvements list by finishing several projects. This should bring us very close to the \$425k target allotment. Remaining work includes adding telemetry to the Summit Ridge Booster Station and adding battery backup to the water towers.

We are also working on several lighting upgrades throughout the plant. Brighter, more efficient LED lighting is being installed throughout the facility.

Below is a quick summary of the work orders completed. All opened work orders have been completed.

Work Orders	Current Month	
	Opened	Closed
Predictive, Preventative, Corrective Maintenance	180	180
Total		

Financial Update

Both caps are running higher than average. The Chemical Cap should be ok as we have been under the past two years. The Maintenance Cap will likely need additional funding as the past two years have exceeded the initial amount. An additional \$15,000 has been allocated for the Maintenance Cap. After January, the budget will be looked at again for additional funding. The past few months have taken a hard hit on the Maintenance Cap. Several big items included:

- HSP #2 repair \$7,394.74
- HSP #2 repair(spare) \$3,654.48
- Generator Repair \$7,825.01
- Filter exhaust fan replacement \$4,478.61
- KFC Booster Motor Replacement \$4,620.41
- Removal of Old Generator \$7,500.00
- Plant Lighting Repair \$4,500.00
- **Total \$39,973.25**

Caps	This Month	Contract Year to Date	Remaining Balance
Chemical Cap	\$ 26,263.53	\$ 136,113.91	\$ 214,056.09
Maintenance Cap	\$ 6,589.62	\$ 82,201.01	\$ 17,798.99
Additional Maintenance Cap	\$0	\$ -	\$ 15,000.00

Health & Safety

Employees have been keeping up to date with their safety training and daily tailgate meetings. Our new online training has been implemented and employees are adapting well. The training offers a variety of topics each month and encourages employees to select topics that are important to them. We will begin our annual chlorine maintenance in December.

Personnel

We have hired a new operator who has some background in water treatment. We are still searching for a replacement operator to fill an additional empty position. Many operators are attending classes to further their knowledge and increase their certification levels.

Appendix

- Equipment Status Report
- MOR
- DMR
- Maintenance Cap
- Chemical Cap

City of McAlester Equipment/Process Status Report




Report Month: November
Submitted By: Jake Walton

Date Submitted:

12/15/2016

Location/Process	Equipment	Condition	Repair Status	Impact	Status
Raw Water Station	Pumps	All 4 pumps are operational	one pump needs rebuilt, not critical to operations	packing is leaking and pump is original from mid 80's	
	Building	roof leaks	City is aware and seeking bids from contractors	water leaks into building. Possible electrical component failure.	
KFC Booster Station	Pumps	pumps are in good condition	everything is working well	We now have remote monitoring from treatment plant	
Summit Ridge Booster Station	Pumps	pumps are in good condition	upgrade scheduled for January 2017	remote monitoring capabilities	
High Service Pumps	Pumps	MCC needs replaced, one MCC cabinet is out of service, another pump/motor is for emergency use only	engineering is underway from City vendor	crucial to deliver water to customers	
Filters	Valves, Controls, Media	filters need an overhaul	Filter #5 has been repaired by City's contractor and placed back into service. All filters need to have the controls and valves worked on	Crucial to compliance and delivering clean water to customers.	
Main Building	Chlorine Room	good	annual PM scheduled for January 2017	maintain compliance with RMP	
	Building Exterior	cracks in brick on many walls, several spots are leaning out	City is aware and seeking bids from contractors	safety from falling debris, building integrity and longevity	
Sludge Lagoons	none	lagoons are full of sludge-made some progress pumping into drying beds, not enough storage	City is attempting to clean lagoons	DEQ compliance and consent order	

Status Key:

-  Equipment or treatment process fully operational. No issues.
-  Treatment process not 100%. Some equipment out of service or needing minor repair.
-  All equipment out of service. Major repairs needed or treatment process impaired.

Council Chambers
Municipal Building
December 13, 2016

The McAlester Airport Authority met in Regular session on Tuesday December 13, 2016, at 6:00 P.M. after proper notice and agenda was posted December 6, 2016.

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

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

- Approval of the Minutes from the November 22, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending December 6, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount \$ 5,311.27.
- Confirm action taken on City Council Agenda Item G, a \$150 one-time net pay for all full and part time regular employees. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, authorization for the Mayor to execute documents necessary for assignment from DLI McAlester, LLC to UIRC-GSA VI MCALESTER OK, LLC, of DLI's interests in a certain lease recorded on February 9, 2001 with the Pittsburg County Clerk as Document No. 59897 in Book 001094, Pages 327-338 (The DEA Building). *(Joe Ervin, City Attorney)*

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

AYE: Trustees Smith, Karr, Barnett, Read, Stevens, Garvin & Chairman Browne
NAY: None

Chairman Browne declared the motion carried.

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

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

AYE: Trustees Smith, Karr, Barnett, Read, Stevens, 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 December 13, 2016, at 6:00 P.M. after proper notice and agenda was posted December 6, 2016.

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

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

- Approval of the Minutes from the November 22, 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 December 6, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount of \$115,794.48.
- Confirm action taken on City Council Agenda Item C, authorization of payment to GC Rental & Sales, Invoice 43821, in the amount of \$ 930.20, 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 D, authorization of payment to Utility Supply Co., Invoice 099484, in the amount of \$ 2,486.04, for waterline items 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 E, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-05, in the amount of \$10,082.00 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 G, a \$150 one-time net pay for all full and part time regular employees. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for all of Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma from R1-B Single-Family Residential District to R-2 Two-

Family Dwelling (Duplex) District. *(Leroy Alsup, Community & Economic Development Director)*

- Confirm action taken on City Council Agenda Item 7, a “Use Permit After Review” in the “Wade Watts Corridor” for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales. *(Leroy Alsup, Community & Economic Development Director)*

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

AYE: Trustees Smith, Karr, Barnett, Read, Stevens, Garvin & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

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

AYE: Trustees Smith, Karr, Barnett, Stevens, Read, Garvin & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
November 22, 2016

The McAlester Retirement Trust Authority met in Regular session on Tuesday, November 22, 2016, at 6:00 P.M. after proper notice and agenda was posted November 17, 2016.

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

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

- Approval of the Minutes from the October 25, 2016 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of November, 2016. (*Toni Ervin, CFO*) in the amount of \$86,020.68.

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

AYE: Trustees Smith, Barnett, Karr, Read, Stevens & Chairman Browne
NAY: None

Chairman Browne declared the motion carried.

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

AYE: Trustees Smith, Barnett, Karr, Read, Stevens & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary