



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, October 9, 2018 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

John Browne	Mayor
Weldon Smith	Ward One
Cully Stevens, Vice-Mayor	Ward Two
Travis Read	Ward Three
James Brown	Ward Four
Buddy Garvin	Ward Five
Zach Prichard	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 September 25, 2018, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for September 19, 2018 through October 2, 2018. *(Toni Ervin, Chief Financial Officer)*
- C. Accept and place on file the Oklahomans for Independent Living 4th Quarter report for the months of April through June, 2018. *(Pam Pulchny, Executive Director)*
- D. Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205245-ME. *(Cora Middleton, City Clerk)*
- E. Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205150-BD. *(Cora Middleton, City Clerk)*

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.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 102, TRAFFIC AND VEHICLES, ARTICLE II, DIVISION 2, SECTION 102-78, MARKING OF FIRE LANES, REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2626 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2018-2019; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider and act upon, to approve the Developer Agreement in form only, for “Shops At McAlester,” located at the southwest corner of 14th street and the George Nigh Expressway, in the City of McAlester, Oklahoma. *(William J. Ervin, City Attorney)*

Executive Summary

The attached Developer Agreement has been submitted by Burk Collins Company and is ready for consideration and approval by the council as to form only.

2. Consider and act upon, Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$20,899.97. *(Jayme Clifton, Community & Economic Development Director)*

Executive Summary

Motion to award Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$20,899.97 and to authorize the Mayor to execute the respective Building Demolition & Site Clearance Contract.

3. Consider and act upon, an ordinance amending the regulation marking of fire lanes within the City of McAlester; amending Chapter 102, Article II, Section 102-78, repealing all conflicting ordinances. *(William Ervin, City Attorney)*

Executive Summary

Motion to approve an ordinance amending the regulation marking of fire lanes within the City of McAlester.

4. Consider and act upon, approving the unified Branding and use of the NEW City of McAlester Logo, presented by Billy Sumner, Tourism/Expo Manager. *(Billy Sumner, Expo Manager)*

Executive Summary

Motion to approve the unified Branding and use of the NEW City of McAlester Logo, across all platforms and departments.

5. Consider and act upon, an Ordinance amending Ordinance No. 2626 which established the budget for fiscal year 2018-2019; 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.

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 September 25, 2018, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending October 2, 2018. *(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 September 25, 2018, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending October 2, 2018. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, an Ordinance amending Ordinance No. 2626 which established the budget for fiscal year 2018-2019; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MPWA

McALESTER ECONOMIC DEVELOPMENT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 24, 2018 Special Meeting of the McAlester Economic Development Authority. *(Cora Middleton, City Clerk)*
- Approval of the Minutes from the August 28, 2018 Special Meeting of the McAlester Economic Development Authority. *(Cora Middleton, City Clerk)*

- Consider and act upon, to approve the Developer Agreement for the Shops at McAlester Project located at 14th Street and George Nigh Expressway in the City of McAlester, Oklahoma. (*William J. Ervin, City Attorney*)

ADJOURN MEDA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2018 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

The McAlester City Council met in a Regular session on Tuesday, September 25, 2018, at 6:00 P.M. after proper notice and agenda was posted, September 21, 2018 at 8:50 A.M.

Call to Order

Mayor Browne called the meeting to order.

William J. Ervin gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, James Brown, Zach Prichard & John Browne

Absent: Buddy Garvin

Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager; Toni Ervin, CFO; David Horinek, Public Works Director; Brett Brewer, Fire Chief; An-Chen, Chief Accountant; Shawn Smith, E-911 Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizens Comments on Non-Agenda Items

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

Stephanie Giacomo addressed the Council updating them on the City's Team Building project on Wednesday, September 19, 2018. She informed the Council that 120 participants, including City employees, Health Department employees and various other volunteers were divided into 29 teams. She added that the group met at the Choctaw Parking Lot at 8:30 a.m., picked up their supplies, divided into their teams, painted their assignments and were back by 11:20 a.m.

Manager Stasiak commented that this had been a tremendous experience that everyone enjoyed.

Linda Fry addressed the Council regarding a house at 240 W. Peoria and the condition of the house.

Manager Stasiak asked Ms. Fry to give her contact information to his Executive Assistant, Linda Hooper before she left the Council Chambers.

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 September 11, 2018, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for September 5, 2018 through September 18, 2018. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$146,962.04; Parking Authority - \$174.25; Nutrition - \$2,826.47; Landfill Res./Sub-Title D - \$3,849.37; Tourism Fund - \$14,851.28; SE Expo Center - \$5,208.83; E-911 - \$13,510.72; Economic Development - \$6,860.12; Grants & Contributions - \$109.28; CDBG Grants Fund - \$78,400.00; Fleet Maintenance - \$11,168.80; Dedicated Sales Tax-MPWA - \$1,500.00; Technology Fund - \$3,398.04; Stormwater Fund - \$92,605.75 and Infrastructure Fund - \$32,564.76.
- C. Consider and act upon, authorizing the Mayor to sign an ACC Business Agreement for managed Point to Point Service for ISP, 100 mbps Fiber, between City Hall and the New Police Station (Federal Building). *(James Stanford, IT Computer Support Specialist)*
- D. Consider and act upon, approval of the Ward 6 Councilman, Zach Prichard, attending the New Municipal Officials Institute on November 15, 2018 in McAlester at the Eastern Oklahoma State College McAlester Campus, 1802 College Ave., McAlester, OK. *(Cora Middleton, City Clerk)*
- E. Consider and act upon, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, authorization of the expenditure of \$3,000.00 of City Funds for the Mayor to attend the McAlester Stampede in Washington D.C. on October 1, 2018 through October 5, 2018. *(Cora Middleton, City Clerk)*
- G. Discussion and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

Councilman Read moved to approve the Consent agenda. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Stevens, Brown, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

Vice-Mayor Stevens moved to open a Public Hearing to address a proposed ordinance amending Chapter 48, Fees, Charges and Services Rates, and section 6-66. The motion was seconded by Councilman Read, and the vote was taken as follows:

AYE: Councilman Stevens, Read, Brown, Prichard, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:09 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.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER MUNICIPAL CODE CHAPTER 48, FEES, CHARGES AND SERVICE RATES, CHAPTER 6, ARTICLE II, DIVISION 3, OCCUPATION TAX; SECTION 6-66, REPEALING ALL CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE OF OCTOBER 25, 2018.

There were no comments and a motion to close the Public Hearing was made by Councilman Read. The motion was seconded by Vice-Mayor Stevens, and the vote was taken as follows:

AYE: Councilman Read, Stevens, Brown, Prichard, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:09 P.M.

Scheduled Business

1. Consider and act upon, amendment of an ordinance of the City of McAlester; Chapter 48 Fees, Charges and Service Rates, Chapter 6, Article II, Division 3, Occupation Tax; Section 6-66, repealing all conflicting ordinances; and establishing an effective date of October 25, 2018. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to discuss the ordinance amending occupation tax fees and establishing an effective date of October 25, 2018.

Vice-Mayor Stevens commented that this was a follow up from the discussion at the previous meeting. He commented that he had furnished amounts for the Council to review and consider.

There was discussion concerning the reduction being for all businesses, and the ability of the Council to revisit this matter at a later time.

Robin Woodly addressed the Council regarding the increase in the fees, and the State fees that are charged to a business like hers'.

There was discussion concerning the additional cost to the City, trying to please all of the citizens, how the City operating like a business, how the City raises revenues, not raising fees simply to raise fees, if businesses would come to McAlester even with a higher fee, comparing McAlester to other cities, the fees being in line with the changes in the law, not profiting from the fees, the amount that these fees contribute to the City's revenue and these fees being set up for an incremental increase.

ORDINANCE NO. 2636

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER MUNICIPAL CODE CHAPTER 48, FEES, CHARGES AND SERVICE RATES, CHAPTER 6, ARTICLE II, DIVISION 3, OCCUPATION TAX; SECTION 6-66, REPEALING ALL CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE OF OCTOBER 25, 2018.

A motion to approve **ORDINANCE NO. 2636**, amending the Occupation Tax fees was made by Vice-Mayor Stevens and seconded by Mayor Browne. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Stevens, Brown, Prichard & Mayor Browne
NAY: Councilman Smith & Read

Mayor Browne declared the motion carried.

2. Consider and act upon, authorizing the Mayor, Chief Finance Officer, and City Attorney to sign all required documents for the final payment and closeout for Project 3-40-0057-015-2017 "Rehabilitate Runway 2/20 and Connecting Taxiways (Design Only)". (*David Horinek, Public Works Director*)

Executive Summary

Motion to approve and authorize the Mayor, Chief Finance Officer, and City Attorney to sign all required documents for the final payment and closeout for Project 3-40-0057-015-2017 "Rehabilitate Runway 2/20 and Connecting Taxiways (Design Only)".

Director Horinek addressed the Council explaining that this was the final payment for the Design Project to rehabilitate Runway 2/20 and connecting Taxiways.

Councilman Smith moved to approve and authorize the Mayor, Chief Finance Officer, and City Attorney to sign all required documents for the final payment and closeout for Project 3-40-0057-015-2017 "Rehabilitate Runway 2/20 and Connecting Taxiways (Design Only)". The motion was seconded by Councilman Read, and the vote was taken as follows:

AYE: Councilman Smith, Read, Prichard, Stevens, Brown & Mayor Browne
NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, authorizing the Mayor and City Attorney to sign all required documents for the bidder selected, including the grant application, grant agreement, the construction contract, the sponsor's certifications and any other documents related to the project "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-18-FS. All referenced documents will be forth coming from LBR Inc., The Federal Aviation Administration and The Oklahoma Aeronautical Commission.
(David Horinek, Public Works Director)

Executive Summary

Motion to approve and authorize the Mayor and City Attorney to sign all required documents for the bidder selected, including the grant application, grant agreement, the construction contract, the sponsor's certifications and any other documents related to the project "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-18-FS.

Director Horinek addressed the Council stated that the City had received two (2) bids on May 17, 2018 and after review by staff at LBR, Inc. was recommending the bid from Interstate Highway Construction.

Tyler McDonald, LBR, Inc. Airport Consultant addressed the Council commenting that this was a good project for the City of McAlester's Airport.

A motion was made by Councilman Read and seconded by Councilman Smith to approve and authorize the Mayor and City Attorney to sign all documents for Interstate Highway Construction bid in the amount of \$4,037,486.64 Base Bid, \$183,000.00 Alternate 1 and \$77,363.20 Alternate 2, including grant application, grant agreement, the construction contract, the sponsor's certifications and any other documents related to the project "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-18-FS. All referenced documents will be forth coming from LBR Inc., The Federal Aviation Administration and The Oklahoma Aeronautical Commission.

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

AYE: Councilman Read, Smith, Prichard, Stevens, Brown & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

4. Discussion on Monthly Financial update. (Toni Ervin, Chief Financial Officer)

Executive Summary

Discussion on City of McAlester's Financial update.

CFO Ervin addressed the Council to update them on the City's financial status. She began with the review of year end June 30, 2018. CFO Ervin stated that as of June 30, 2018 the City had received 100% of Revenue and 97% of Expenses for the General Fund with an ending Fund Balance of \$641,887.00. She added that while the City did not like having an ending Fund Balance that low it would continue to remain transparent and report the numbers as they were.

CFO Ervin continued by reviewing the June 30, 2018 year end for the McAlester Public Works Authority explaining that the Authority had received 94.95% of budgeted Revenue and the

Expenditures had been 97.91%. She added that the ending Fund Balance for MPWA was \$676,046.00. She explained that the transfers out of MPWA went General Fund, Dedicated Sales Tax Fund and CDBG Grant Fund. Continuing with the review she covered the Dedicated Sales Tax Fund, the Landfill Fund, the E-911 Fund, Technology Fund, Stormwater Fund, Tourism Fund, Expo Fund, Economic Development Fund and the Education Fund. She then explained the different types of fund balances.

CFO Ervin then began the update of the City's financial status as of August 31, 2018 explaining that Revenues received was at 16.76% and Expenditures were at 18.83%. She added that the ending Fund Balance was \$433,380.00, stating that it was at the lowest it had been since she came to the City. CFO Ervin then reviewed the MPWA Fund stating that Revenues were at 17.86% and Expenditures were at 14.67% with an ending Fund Balance of \$860,769.00. She reviewed the Sales Tax and Use Tax revenues adding that they was higher than last year at this time. CFO Ervin reviewed the Residential, Commercial, Water Districts and Wholesale water sales pointing out that they were higher than the previous year's receipts.

CFO ended her review with the Treasury Report that furnished those ending Fund balances as of August 30th and also furnished the highest balances of the month for each of the Funds.

There was discussion concerning the increase in the Bond payments, the transfers to the Dedicated Sales Tax Fund, and the number of minimum water bill accounts. CFO Ervin stated that she could furnish that information to the Council.

There was no vote on this item.

5. Consider and act upon, awarding the bid in the amount of \$64,105.02 for 911 Ergonomic Console Furniture for the 911 Center to Xybix Systems of Littleton, Colorado. (*Shawn Smith, E911 Manager*)

Executive Summary

Motion to approve the award of bid to Xybix Systems.

Shawn Smith, E911 Manager addressed the Council explaining that four (4) Bid Packets were mailed and two (2) Bids were opened Thursday, September 20, 2018 at 9:00 A.M. She explained that Xybix Systems, Inc. was the low bid and had also the company that the City had purchased its' current 911 furniture from. She stated that the life expectancy of the consoles was ten (10) years and the furniture in the 911 Center was twelve (12) years old. Ms. Smith explained how the consoles operated and that the current furniture in the Center was beginning to experience failures.

Councilman Brown moved to approve awarding the bid for 911 Ergonomic Console Furniture in the amount of \$64,105.02, to Xybix Systems, Inc. The motion was seconded by Councilman Prichard, and the vote was taken as follows:

AYE: Councilman Brown, Prichard, Smith, Stevens, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

6. Consider and act upon, awarding the bid in the amount of \$50,897.06 for one new and unused ISO Compliant 60kW Diesel Fueled Generator for the 911 Center to Evans Enterprises of Norman, Oklahoma. (*Shawn Smith, E911 Manager*)

Executive Summary

Motion to approve the award of bid to Evans Enterprises.

Shawn Smith, E911 Manager addressed the Council explaining that the generator was necessary to supply power to the 911 Center should power be lost to the building. She stated that the generator that was being proposed was similar to the generator at City Hall and was ISO compliant. She added that the ISO compliancy would help the Fire Department and the citizens of McAlester with lower insurance premiums.

Councilman Prichard asked why the 911 Center needed a new generator.

Ms. Smith stated that there was not a generator at the Federal Building. Manager Stasiak commented that this was part of the movement, of the 911 Center, Police Department, Criminal Investigative Department and Court, to the Federal building.

A motion to approve and award the bid, in the amount of \$50,897.06, for one new and unused ISO Compliant 60kW Diesel Fueled Generator to Evans Enterprises was made by Councilman Smith. The motion was seconded by Councilman Read.

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

AYE: Councilman Smith, Read, Brown, Prichard, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

7. Consider and act upon, awarding the bid in the amount of \$102,990.00, for network upgrade, virtualization and high availability for City Hall and the new Police Department (Federal Building). (*James Stanford, IT Computer Support Specialist*)

Executive Summary

Motion to approve the award of the bid to WAV11, 460 S. Main, McAlester, OK 74501.

CFO Ervin addressed the Council explaining that on September 10, 2018 bids were received and opened for the network upgrade, virtualization and high availability for City Hall and the new Police Department (Federal Building). She stated that two (2) bids were received and Wave 11 had been the low bidder. She added this would increase storage and speed and would create redundancy.

James Stanford, IT Computer Support Specialist commented that the City had a mesh of old and new components and as the City added technology it was decreasing the available storage. He stated that this would allow for a backup system should one server crash.

Mayor Browne inquired about better security. Mr. Stanford stated that this would also change the way backups would be done and make it easier and faster to get the system running after a system failure.

There was no further discussion, and Councilman Smith moved to approve the award the bid for network upgrade, virtualization and high availability for City Hall and the new Police Department (Federal Building), in the amount of \$102,990.00 to Wave 11. The motion was seconded by Councilman Read, and the vote was taken as follows:

AYE: Councilman Smith, Read, Stevens, Brown, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

New Business

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

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak informed the Council that the City had made the presentation, to the Veterans Commission in Oklahoma City, for the new VA Center. He added that the VA Center in Talihina would be closing and the six (6) communities that were being considered for the new Center were Holdenville, Hugo, Muskogee, Poteau, Sallisaw and McAlester. He commented that the City was expecting a visit in the month of October. He added that this would be a \$100 million facility and would employ two hundred and fifty (250) people. He explained that a site off of Hereford Lane had been proposed that offered high visibility from the Highway and close proximity to the hospital.

Remarks and Inquiries by City Council

Vice-Mayor Stevens thanked the City employees for the painting they had done and commented that they had done an excellent job.

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

Mayor's Comments and Committee Appointments

Mayor Browne stated that he and Councilmen Smith and Brown had attended the Employee Dinner last night. He commented that years of service awards up to forty (40) years had been given out and for the first time the Employee of the Year had been a tie. He added that Officers Jonathan O'Dell and Jack Suter were the Employee of the Year. He thanked the City for inviting them to the Dinner. He then congratulated the McAlester High School Hall of Fame Football inductees Kevin Brown, Mr. Bobby Cantrell and the late Lawson Giddings.

Recess Council Meeting

Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Read.

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

AYE: Councilman Smith, Read, Brown, Prichard, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:10 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:11 P.M.

Adjournment

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

AYE: Councilman Smith, Read, Stevens, Brown, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 7:11 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

September 19, 2018

Thru

October 2, 2018

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1	MISC VENDOR					
	LADANA DETELLO	I-201809271283	01 -5653215	AWARDS/NUC PR LADANA DETELLO:REIMB SUPPLIES	089134	112.57
	SHEILA MALDONADO	I-201809271284	01 -5653215	AWARDS/NUC PR SHEILA MALDONADO:REIMB SUPPLIE	089135	100.03
	DELONA JONES	I-201809271285	01 -5653215	AWARDS/NUC PR DELONA JONES:REIMB SUPPLIES	089136	51.29
	KEVIN HEAROD	I-201809271287	01 -5321331	EMPLOYEE TRAV TUITION-POLYGRAPH&OACP	089137	90.00
01-A00026	AT & T LONG DISTANCE					
		I-201809201267	01 -5215315	TELEPHONE UTI PHONE UTILITY-LONG DISTANCE	089062	55.01
01-A00267	AIRGAS, INC					
		I-9080550277	01 -5432202	OPERATING SUP OXYGEN	089140	92.48
01-A00362	VYVE BROADBAND					
		I-201809201270	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	089063	62.95
		I-201809261277	01 -5547328	INTERNET SERV INTERNET SVS-OAK HILL	089072	62.80
		I-201809261277	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	089072	88.90
01-A00500	AMERICAN MUNICIPAL SERV					
		I-AUGUST 2018	01 -2105	COLLECTION AG COLLECTIONS PAYABLE	089143	7,446.76
01-A00525	AMERICAN PLANNING ASSOC					
		I-18-19 S PERRY	01 -5652331	EMPLOYEE TRAV APA MEMBERSHIP 18-19	089144	95.00
		I-1809008	01 -5652331	EMPLOYEE TRAV APA CONFERENCE-MABRY	089145	100.00
01-A00751	ATWOODS					
		I-4654/9	01 -5653215	AWARDS/NUC PR PRIZES FOR AWARDS DINNER	089148	89.96
		I-4662/9	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089148	93.87
01-B00180	UNION IRON WORKS, INC.					
		I-S2099243.001	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089150	37.18
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2391318.002	01 -5548203	REPAIRS & MAI LIGHTS AT WEST SEWER PLAN	089153	470.00
		I-S2405807.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089153	241.48
		I-S2411171.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089153	177.50
		I-S2415047.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089153	12.85
01-C00195	CARROT-TOP INDUSTRIES, I					
		I-40131400	01 -5542203	REPAIRS & MAI FLAG POLE PARTS	089154	150.94
01-C00443	CHRIS HEAROD					
		I-201809201271	01 -5544308	CONTRACT LABO UMPIRE-8 GAMES	089064	200.00
01-C00840	CRAWFORD & ASSOCIATES P					
		I-11845	01 -5215302	CONSULTANTS CONSULTING FEES	089157	412.50
01-D00402	DIAMOND TROPHY & ENGRAV					
		I-20180710	01 -5653215	AWARDS/NUC PR SERVICE AWARD PLAQUES	089163	955.60

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00684	DR. JASON MCELYEA	I-201810021300	01	-5432308	CONTRACTED SE CONTRACT EMS SVS-9/16-9/30/18	089165	1,071.00
01-D00730	DUB ROSS CO., INC	I-0111924-IN	01	-5865218	STREET REPAIR STORMDRAIN PIPE	089166	919.40
01-E00266	ERVIN & ERVIN ATTORNEYS	I-10/01/2018	01	-5214302	CONSULTANTS LEGAL FEES	089133	1,245.00
		I-201810011289	01	-5214302	CONSULTANTS CONTRACT LEGAL SVS-OCT 2018	089124	3,233.33
01-E00406	EXPRESS EMPLOYMENT PROF	I-21162085	01	-5212308	CONTRACTED SE TEMP SERVICE-RECEPTION	089170	358.80
01-F00020	FAITH MARKETING SOLUTIO	I-0D14011467	01	-5321332	COMMUNITY SER PROMOTIONAL SUPPLIES	089171	517.54
		I-0D14011468	01	-5321332	COMMUNITY SER PROMOTIONAL ITEMS	089171	218.48
01-F00032	FASSIO'S FITNESS, LLC	I-AUG 2018 FIRE	01	-5431330	DUES & SUBSCR JULY-AUG MEMBERSHIP	089172	125.00
		I-AUG 2018 POLICE	01	-5321330	DUES JULY-AUG MEMBERSHIP	089172	125.00
		I-JULY 2018 FIRE	01	-5431330	DUES & SUBSCR JULY-AUG MEMBERSHIP	089172	125.00
		I-JULY 2018 POLICE	01	-5321330	DUES JULY-AUG MEMBERSHIP	089172	125.00
01-F00322	FUN EXPRESS, LLC	I-691928468-01	01	-5653215	AWARDS/NUC PR DECOR FOR AWARDS DINNER	089175	157.54
01-G00375	GRAINGER, INC.	I-9906909909	01	-5548203	REPAIRS & MAI MISC REPAIR PARTS	089176	35.00
01-H00020	H L'S PAWN SHOP	I-9376-24	01	-5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089177	225.00
01-H00021	H L'S SPORTS SHOP	I-575229	01	-5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089178	239.96
01-I00049	IDEAL CLEANING	I-3302	01	-5548308	CONTRACTED SE MONTHLY CLEANING SVS-SEPT 2018	089179	1,835.00
01-I00120	TYLER TECHNOLOGIES	I-025-236712	01	-5213336	FEES MONTHLY SUPPORT FEES-COURT	089181	200.00
		I-025-236712	01	-5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	089181	220.50
01-I00195	INTEGRIS OCCUPATIONAL H	I-2018-24421	01	-5431305	PHYSICALS PENSION PHYSICALS	089183	950.00
01-J00121	JAMESCO ENTERPRISES, LL	I-19010	01	-5215202	OPERATING SUP JANITORIAL SUPPLIES	089184	376.00
01-L00380	LOCKE SUPPLY CO.						

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.	continued				
		I-35358673-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089187	122.64
		I-35414511-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089187	58.14
01-L00428	LOWE'S CREDIT SERVICES					
		I-01637	01 -5548204	SMALL TOOLS HANDTOOLS, PLIERS, ETC	089188	113.05
		I-02061	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089188	23.73
		I-02599	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089188	12.35
		I-05773	01 -5653215	AWARDS/NUC PR PRIZES FOR AWARDS DINNER	089188	61.31
		I-06723	01 -5653215	AWARDS/NUC PR PRIZES FOR AWARDS DINNER	089188	308.61
		I-09602	01 -5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089188	141.55
		I-09843	01 -5321332	COMMUNITY SER SUPPLIES AS NEEDED	089188	113.98
		I-902199	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089188	44.60
01-M00280	MEGAPATH CLOUD COMPANY,					
		I-201809261279	01 -5215315	TELEPHONE UTI PHONE EXP-LONG DISTANCE	089075	403.67
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA411103	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	089190	577.77
01-M00570	MOORE MEDICAL CORP.					
		I-70042904	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	089192	1,576.96
01-M00590	MOSS WRECKER SERVICE					
		I-002454	01 -5652319	DEMOLITION DEMOS (9)	089193	3,490.00
		I-002461	01 -5652319	DEMOLITION DEMOS (9)	089193	1,645.00
01-MC0098	MCAFEE & TAFT					
		I-549264	01 -5210302	CONSULTANTS/L LEGAL FEES	089194	250.00
01-MC0146	PITTSBURG COUNTY EMERGE					
		I-201810011292	01 -5101353	PITTSBURG EME EMER MNGT SVS-OCT 2018	089196	4,166.67
01-N00028	NATHAN R OSBORNE DBA SO					
		I-SOS-2018-13	01 -5652318	ABATEMENTS CONTRACT ABATEMENT MOWING	089197	1,095.00
		I-SOS-2018-14	01 -5652318	ABATEMENTS CONTRACT ABATEMENT MOWING	089197	275.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-16 - 18-19 RENEWAL	01 -5210330	DUES & SUBSCR ANNUAL RENEWAL 18-19	089198	203.88
		I-300021824	01 -5212317	ADVERTISING & COUNCIL & MISC PUBLICATIO	089198	33.55
01-O00520	OIL-OK INDEPENDENT LIVI					
		I-092018-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	089203	2,000.00
01-O00530	OML-OK MUNICIPAL LEAGUE					
		I-GRANTS-ROBERSON	01 -5211331	EMPLOYEE TRAV GRANT WORKSHOP-ROBERSON	089204	85.00
01-O00544	OMPA (OKLAHOMA MUNICIPA					
		I-CASHHANDLINGMANUAL	01 -5211331	EMPLOYEE TRAV CASH HANDLING MANUAL	089205	50.00

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000558	OMMS-OKLAHOMA MUNICIPAL						
		I-18-19	01	-5210480	CONTINGENCY 18-19 MEMBERSHIP	089206	4,000.00
01-P00242	PETER STASIAK						
		I-201809261274	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-OKC VET'S PRESENTAT	089076	146.70
		I-201809271286	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-ANTLERS TRIP	089208	70.72
		I-201810011290	01	-5210112	VEHICLE ALLOW AUTO ALLOWANCE-OCT 2018	089125	500.00
01-P00337	PITTS COUNTY CRIMINAL J						
		I-AUGUST 2018	01	-5213335	COUNTY INCARC INCARCERATION FEES	089209	4,576.00
		I-SEPT 2018	01	-5213335	COUNTY INCARC INCARCERATION FEES	089210	5,104.00
01-P00418	POLICE BALLISTIC SHIELD						
		I-1548	01	-5653213	SAFETY EXPENS RED/BLUE LIGHTS	089211	2,475.00
01-P00510	PRO-KIL, INC						
		I-175187	01	-5542308	CONTRACTED SE PEST CONTROL-STIPE	089213	126.00
		I-175309	01	-5548316	REPAIRS & MAI PEST CONTROL	089213	90.00
01-R00210	RED RIVER SPECIALTIES,						
		I-652360	01	-5542206	CHEMICALS HERBICIDE	089217	841.53
01-R00412	RPM STAFFING PROFESSION						
		I-95377	01	-5865308	CONTRACT SERV TEMP EMPLOYEE-STREETS	089218	761.60
01-R00527	ROSEANNA'S ITALIAN FOOD						
		I-2018 AWARDS DINNER	01	-5653215	AWARDS/NUC PR CATERING-AWARDS DINNER	089066	1,147.50
01-S00380	SKILLPATH SEMINARS						
		I-8045212	01	-5653330	DUES & SUBSCR MEMBERSHIPS-MALDONAD	089222	299.00
		I-8045214	01	-5211330	DUES & SUBSCR MEMBERSHIPS-DETELLO	089222	349.00
		I-8045214	01	-5211330	DUES & SUBSCR MEMBERSHIPS-ERVIN	089222	349.00
		I-8045214	01	-5211330	DUES & SUBSCR MEMBERSHIPS-LAI	089222	349.00
		I-8045214	01	-5653330	DUES & SUBSCR MEMBERSHIPS-WHITING	089222	349.00
01-S00643	SPECIAL OPS UNIFORMS, I						
		I-785473	01	-5321207	CLOTHING ALLO NEW OFFICER EQUIPMENT	089223	16.99
01-S00726	STAPLES BUSINESS ADVANT						
		I-3389643357	01	-5215202	OPERATING SUP OFFICE SUPPLIES	089225	385.56
		I-3390212887	01	-5215202	OPERATING SUP OFFICE SUPPLIES	089225	59.79
		I-3390212889	01	-5215202	OPERATING SUP OFFICE SUPPLIES	089225	899.40
01-T00010	T. H. ROGERS LUMBER CO.						
		I-557225	01	-5865218	STREET REPAIR FORMING MATERIALS	089226	55.09
		I-557227	01	-5865218	STREET REPAIR FORMING MATERIALS	089226	8.99
01-T00056	TED ALEXANDER						
		I-201809201273	01	-5544308	CONTRACT LABO UMPIRE-3 GAMES	089067	75.00

PACKET : 16943 16950 16954 16956 16970 16973
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00598	TULSA ASPHALT LLC					
		I-18222	01 -5865218	STREET REPAIR ASPHALT FOR STREET PATCH	089229	4,280.60
01-T00630	TWIN CITIES READY MIX,					
		I-172419	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	089230	312.00
01-U00020	UNITED STATES CELLULAR					
		I-201809201268	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	089068	1,401.82
		I-201809201268	01 -5215315	TELEPHONE UTI EQUIP EXP-GENERAL	089068	1,189.74
01-W00040	WALMART COMMUNITY BRC					
		C-01294	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	089232	45.88-
		I-00391	01 -5321209	JAIL/PRISONER PRISONER MEALS	089232	15.00
		I-00799	01 -5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089232	697.00
		I-01118	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089232	243.59
		I-01295	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	089232	41.90
		I-01366	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	089232	45.88
		I-01368	01 -5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089232	175.00
		I-02763	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	089232	21.62
		I-07991	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	089232	126.96
		I-09837	01 -5653215	AWARDS/NUC PR AWARDS DINNER SUPPLIES	089232	148.77
		I-900392	01 -5321202	OPERATING SUP SUPPLIES AS NEEDED	089232	22.75
		I-901232	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089232	29.47
		I-902764	01 -5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089232	125.00
		I-908382	01 -5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089232	124.96
		I-909450	01 -5653215	AWARDS/NUC PR SERVICE AWARD CHOICES	089233	134.76
01-W00381	WILLIAM D ROBERTSON					
		I-201809201272	01 -5544308	CONTRACT LABO UMPIRE-8 GAMES	089069	200.00
01-W00473	WALKER COMPANIES STAMP					
		I-18-19 CLIFTON	01 -5652330	DUES & SUBSCR NOTARY RENEWAL-CLIFTON	089237	125.00
			FUND 01 GENERAL FUND	TOTAL:		72,805.49

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 PACKET : 16943 16950 16954 16956 16970 16973
 VENDOR SET: Mult
 FUND : 02 MPWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00423	ALLIED WASTE SERVICES O					
		I-201810021301	02 -5866306	CONTRACTED RE WASTE SVS FEES-SEPT 2018	089142	162,052.60
		I-201810021301	02 -5866306	CONTRACTED RE BAD DEBT	089142	51.81
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2418823.001	02 -5973203	REPAIRS & MAI ELECTRICAL REPAIR ITEMS	089153	377.00
01-D00158	DAVID T HARDGRAVE					
		I-4-1903	02 -5973302	CONSULTANTS (PRETREATMENT FEE-CONSULTA	089159	1,800.00
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-OE 4537224	02 -5973329	DEQ FEES EXAM FEE-RICHMOND & COX	089161	62.00
		I-OE 4537225	02 -5973329	DEQ FEES EXAM FEE-RICHMOND & COX	089162	62.00
01-D00540	DOLESE BROTHERS					
		I-AG18109337	02 -5975218	STREET REPAIR 1 1/2" CRUSHER RUN	089164	835.43
		I-AG18112354	02 -5975218	STREET REPAIR 1 1/2" CRUSHER RUN	089164	993.51
01-E00229	ENVIRONMENTAL PRODUCTS					
		I-235920	02 -5975230	SEWER MAIN RE REPAIR PARTS-FLUSH TRUCK	089168	1,561.19
01-I00110	IMPRESS OFFICE SUPPLY					
		I-1593	02 -5216202	OPERATING SUP OFFICE SUPPLIES	089180	512.00
01-I00120	TYLER TECHNOLOGIES					
		I-025-236712	02 -5216336	MAILING FEES MONTHLY SUPPORT FEES-UB&C	089181	293.16
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201809201269	02 -5267313	ELECTRIC UTIL ELECTRIC UTILITY-HEREFORD LN	089065	643.84
01-L00428	LOWE'S CREDIT SERVICES					
		I-902570	02 -5975235	WATER MAIN RE MISC REPAIR & MAINT ITEMS	089188	44.08
01-O00275	OKLA DEPT OF COMMERCE					
		I-102018-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	089202	1,145.83
01-O00544	OMPA (OKLAHOMA MUNICIPA					
		I-CASHHANDLINGMANUAL	02 -5216331	TRAVEL & TRAI CASH HANDLING MANUAL	089205	50.00
01-P00560	PSO/SOUTHWESTERN ELECTR					
		I-201810031316	02 -5267313	ELECTRIC UTIL ELECTRIC UTILITY-MPWA	089214	42,209.14
01-R00104	EVERETT R HOLLAR					
		I-1616	02 -5216331	TRAVEL & TRAI CALCULATING CONSUMPTION	089216	332.50
01-R00412	RPM STAFFING PROFESSION					
		I-95378	02 -5973308	CONTRACT SERV TEMP EMPLOYEE-WASTEWATER	089218	839.60
01-R00468	ROGER GRAVES TRUCKING I					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-R00468	ROGER GRAVES TRUCKING I	continued				
		I-10898	02 -5973203	REPAIRS & MAI SAND FOR PLANTS	089219	1,957.60
01-T00052	TECHNICAL PROGRAMMING S					
		I-102266	02 -5216336	MAILING FEES UB&C MAILING FEE	089227	910.22
		I-102266	02 -5216317	POSTAGE UB&C MAILING FEE-POSTAGE	089227	1,353.43
01-T00630	TWIN CITIES READY MIX,					
		I-172146	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089230	235.00
		I-172235	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089230	416.00
		I-172620	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089230	936.00
		I-172738	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089230	208.00
01-U00020	UNITED STATES CELLULAR					
		I-201809201268	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	089068	744.70
		I-201809201268	02 -5267315	TELEPHONE UTI EQUIP EXP-MPWA	089068	368.92
01-U00051	UTILITY SUPPLY CO., INC					
		I-119568	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089231	26.02
		I-119569	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089231	164.77
		I-119570	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089231	228.52
		I-119571	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089231	69.01
		I-119572	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089231	3.24
		I-119573	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089231	172.80
01-V00072	VERIZON WIRELESS SERVIC					
		I-201809261276	02 -5216328	INTERNET SERV INTERNET SVS-AMI BASE STATIONS	089079	55.47
				FUND 02 MPWA	TOTAL:	221,715.39

PACKET : 16943 16950 16954 16956 16970 16973

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00404	JOHN OR LUCILLE WHETSEL						
		I-102018-LEASE PMT	03	-5876501	OUTER MARKER AIRPORT OUTERMARKER LEASE	089185	225.00
01-Q00017	JOSHUA HASS dba QUALITY						
		I-1239	03	-5876203	REPAIRS & MAI JANITORIAL SUPPLIES	089215	591.00
01-U00020	UNITED STATES CELLULAR						
		I-201809201268	03	-5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	089068	25.81
			FUND	03	AIRPORT AUTHORITY	TOTAL:	841.81

PACKET : 16943 16950 16954 16956 16970 16973

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00324	ALISHA RAE HOWELL					
		I-201810021297	08 -5549308	CONTRACT SERV MEAL DEL-12 DAYS	089141	180.00
		I-201810021298	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089141	118.80
01-D00054	DANIEL E. REAGAN					
		I-201810021295	08 -5549308	CONTRACT SERV MEAL DEL-12 DAYS	089158	180.00
		I-201810021296	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089158	129.60
01-E00207	EMMA E. BELLIS					
		I-201810021299	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089167	102.60
01-S00580	AT & T					
		I-201809261280	08 -5549315	TELEPHONE UTI PHONE UTILITY-NUTRITION	089078	341.80
01-U00020	UNITED STATES CELLULAR					
		I-201809201268	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	089068	77.41
			FUND 08 NUTRITION	TOTAL:		1,130.21

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-B00244	BIG MAC TANK TRUCKS, LL	I-MID00102219	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL	089151	805.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		805.00

PACKET : 16943 16950 16954 16956 16970 16973

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00172	ADAM GRONWALD DBA HAPPY	I-125	27 -5655308	CONTRACT SERV DIGITAL MEDIA SERVICES	089138	225.00
01-C00149	CANON FINANCIAL SERVICE	I-19235717	27 -5655318	PRINTING COPIER - TOURISM	089074	71.00
01-C00636	COMMON ROOTS LLC	I-14-6868	27 -5655214	TOURISM EXPEN DESIGN & PROMO FEES	089155	480.00
01-MC0134	MCALESTER MAIN STREET	I-092018-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	089195	1,250.00
01-P00450	PRIDE IN MCALESTER	I-092018-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	089212	2,500.00
01-S00726	STAPLES BUSINESS ADVANT	I-3390212888	27 -5655202	OPERATING SUP OFFICE SUPPLIES	089225	44.99
01-T00500	TRACY PARROTT, DBA PARR	I-201810011291	27 -5655340	OFFICE RENT OFFICE RENT-OCT 2018	000000	1,044.00
01-U00020	UNITED STATES CELLULAR	I-201809201268	27 -5655315	TELEPHONE UTI CELL PHONE EXP-TOURISM	089068	41.37
		I-201809201268	27 -5655315	TELEPHONE UTI EQUIP EXP-TOURISM	089068	94.98
			FUND 27	TOURISM FUND	TOTAL:	5,751.34

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	I-19235717	28 -5654202	OPERATING SUP COPIER - EXPO	089074	77.00
01-P00560	PSO/SOUTHWESTERN ELECTR	I-201809261278	28 -5654313	ELECTRIC UTIL ELECTRIC UTILITY-EXPO RV PARK	089077	476.11
01-S00009	SADLER PAPER CO	I-145998	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	089221	470.56
01-U00020	UNITED STATES CELLULAR	I-201809201268	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	089068	118.79
		I-201809201268	28 -5654315	TELEPHONE UTI EQUIP EXP-EXPO	089068	94.98
			FUND 28 SE EXPO CENTER	TOTAL:		1,237.44

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00146	CANADIAN VALLEY TELEPHO					
		I-1974SZ00801.069	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	089073	113.36
01-I00110	IMPRESS OFFICE SUPPLY					
		I-1596	29 -5324202	OPERATING SUP OFFICE SUPPLIES 18-19	089180	50.00
01-U00020	UNITED STATES CELLULAR					
		I-201809201268	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	089068	89.26
		I-201809201268	29 -5324315	TELEPHONE UTI EQUIP EXP-E911	089068	189.96
01-W00392	WINDSTREAM CORPORATION					
		I-201809261275	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	089080	453.37
				FUND 29 E-911	TOTAL:	895.95

PACKET : 16943 16950 16954 16956 16970 16973

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE						
	I-19235717	30	-5652202	OPERATING SUP	COPIER - ECON DEV	089074	28.00
01-E00266	ERVIN & ERVIN ATTORNEYS						
	I-10/01/2018	30	-5652302	CONSULTANTS	LEGAL FEES-TIF	089133	1,515.00
01-I00188	INFRASTRUCTURE SOLUTION						
	I-MC-18-16-01	30	-5652350	BUSINESS DEVE	SITE REVIEW-VET CTR	089182	4,675.00
01-MC0134	MCALESTER MAIN STREET						
	I-092018-2015-2016	30	-5211353	MAIN STREET P	CONTRACT- MCALESTER MAIN ST	089195	1,250.00
01-000275	OKLA DEPT OF COMMERCE						
	I-102018-#12248	30	-5211510	CDBG / EDIF D	CDBG - EDIF CONT #12248	089201	282.50
01-P00450	PRIDE IN MCALESTER						
	I-092018-2015-2016	30	-5211352	MISC PRIDE IN	CONTRACT-PRIDE IN MCALESTER	089212	2,500.00
				FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	10,250.50

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00215	ADVANCE AUTO PARTS					
		C-8117826775974	35 -5862203	REPAIRS & MAI PARTS FOR G-3	089139	309.36-
		I-8117825439923	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089139	132.69
		I-8117825743796	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089139	113.54
		I-8117825775812	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089139	15.66
		I-8117826175867	35 -5862203	REPAIRS & MAI PARTS FOR G-3	089139	362.90
		I-8117826375913	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089139	54.78
		I-8117826430409	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089139	4.79
		I-8117826475925	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089139	147.22
		I-8117826775982	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089139	13.99
01-B00150	BEALES GOODYEAR TIRES					
		I-1-GS52657	35 -5862203	REPAIRS & MAI TIRES FOR S-7	089149	792.84
		I-1-GS52812	35 -5862203	REPAIRS & MAI TIRES FOR PK-1	089149	528.56
01-F00310	SUMMIT HOLDINGS DBA FRO					
		I-411168576	35 -5862203	REPAIRS & MAI KING PIN - S-20	089174	175.23
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-075874	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089186	130.09
		I-076196	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089186	27.99
01-M00543	MONTAGE ENTERPRISES INC					
		I-66457	35 -5862203	REPAIRS & MAI ROLLER SHAFT ASSEMBLY	089191	1,335.29
		I-66507	35 -5862203	REPAIRS & MAI ROLLER SHAFT ASSEMBLY	089191	32.17
01-Q00075	O'REILLY AUTO PARTS					
		C-0230-184722	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	165.16-
		C-0230-187082	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	5.72-
		I-0230-184711	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	165.16
		I-0230-185350	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	24.99
		I-0230-185378	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	89.97
		I-0230-186132	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	62.39
		I-0230-186251	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	24.42
		I-0230-186282	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	74.70
		I-0230-186399	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	76.36
		I-0230-186462	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	24.25
		I-0230-186897	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	106.58
		I-0230-186915	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	69.98
		I-0230-187043	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	5.72
		I-0230-187058	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089199	3.81
		I-0230-187149	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089200	115.90
		I-0230-187204	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089200	239.72
		I-0230-187217	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089200	12.64
		I-0230-187720	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089200	3.79
		I-0230-187732	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089200	124.14
		I-0230-187766	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089200	65.60
01-P00023	P & K EQUIPMENT, INC					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00023	P & K EQUIPMENT, INC		continued			
		I-3002303	35 -5862316	REPAIRS & MAI INJECTOR PUMP- AP-3	089207	5,324.05
		I-3013664	35 -5862316	REPAIRS & MAI HYDRAULIC PUMP REPLACEMEN	089207	2,812.87
01-R00653	RUSH TRUCK CENTERS OF O					
		I-3012064080	35 -5862317	EMERGENCY VEH PART FOR FIRE ENG 4	089220	195.00
01-S00710	STANDARD MACHINE LLC					
		I-254839	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089224	266.00
01-T00299	THOMPSON DIESEL INC					
		I-2007347	35 -5862203	REPAIRS & MAI FUEL SOLINOID - WW-10	089228	87.91
01-U00020	UNITED STATES CELLULAR					
		I-201809201268	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET	089068	51.61
01-W00195	WELDON PARTS INC.					
		I-2157835-00	35 -5862203	REPAIRS & MAI TRUCK REPAIR PARTS	089236	59.79
				FUND 35 FLEET MAINTENANCE	TOTAL:	13,474.85

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-C00653	CONSOLIDATED BENEFITS R					
		I-2075	36 -5215315	THIRD PARTY A W/C ADMIN 9/18-6/19	089156	1,750.00
			FUND	36 WORKER'S COMPENSATION	TOTAL:	1,750.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00417	BLX GROUP, LLC	I-42182-1467/072618	38 -5215520	AGENT FEES PREP-INTERIM ARBITRAGE	089152	500.00
			FUND 38	DEDICATED SALES TAX-MPWA TOTAL:		500.00

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-A00712	ARVEST BANK dba ARVEST						
		I-102018-002	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	089147	2,485.55
		I-102018-1503001-3	41	-5865510	LEASE PAYMENT EQUIP LEASE -800-1503001-003	089147	1,326.45
		I-102018-800150300	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	089147	3,210.15
01-D00217	DEERE CREDIT, INC.						
		I-102018-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	089160	1,821.57
01-F00170	FIRST NATIONAL BANK						
		I-102018-#135002	41	-5974501	MCC CONTROLS LOAN #135002-MCC CONTROLS	089173	4,709.36
		I-102018-LN#134438	41	-5975510	UTM LOAN PAYM AMI LOAN PAYMENT LOAN #134438	089173	18,395.29
01-W00194	WELCH STATE BANK						
		I-102018-55766	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	089235	1,517.90
		I-102018-55820	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	089235	2,555.73
				FUND 41 CIP FUND	TOTAL:		36,022.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00151	WAV11, LLC	I-9103	44 -5225401	TECHNOLOGY UP MONTHLY EMAIL ACCESS-OCT 2018	089234	2,040.00
				FUND 44 TECHNOLOGY FUND	TOTAL:	2,040.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
		I-102018-004	46 -5871501	LOAN PAYMENTS LOAN PMT-SWEEPER 1503001-004	089147	3,284.13
01-I00188	INFRASTRUCTURE SOLUTION					
		I-MC-18-06-03	46 -5871402	CANAL WALL RE CANAL WALL RPR-910 E PARK	089182	2,000.00
		I-MC-18-08-03	46 -5871402	CANAL WALL RE CANAL WALL RPR-1000 E SEN	089182	1,000.00
		I-MC-18-13-03	46 -5871401	CAPITAL OUTLA CANAL WALL REPLACEMENT	089182	430.00
01-M00304	MESHEK & ASSOC., PLC					
		I-5815	46 -5871401	CAPITAL OUTLA STMWTR MGMT PGM-PH II	089189	8,984.35
				FUND 46 STORMWATER FUND	TOTAL:	15,698.48

PACKET : 16943 16950 16954 16956 16970 16973

VENDOR SET: Mult

FUND : 48 INFRASTRUCTURE FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-A00661	APAC-CENTRAL, INC.						
		I-7001149973	48	-5865403	ASPHALT OVERL ASPHALT-D ST	089146	15,085.22
		I-7001149976	48	-5865403	ASPHALT OVERL ASPHALT-D ST	089146	5,919.14
		I-7001150022	48	-5865403	ASPHALT OVERL ASPHALT-D ST	089146	18,421.44
		I-7001150065	48	-5865403	ASPHALT OVERL ASPHALT-D ST	089146	10,087.40
01-B00503	BROKEN ARROW ELECTRIC S						
		I-S2383239.002	48	-5548401	INFRASTRUCTUR LIGHTS AT RESERVE BLDG	089153	1,884.62
		I-S2406132.001	48	-5548401	INFRASTRUCTUR LIGHTING-FED BLDG/FAA BLD	089153	225.97
		I-S2408699.001	48	-5548401	INFRASTRUCTUR LIGHTING-FED BLDG/FAA BLD	089153	168.69
		I-S2409186.001	48	-5548401	INFRASTRUCTUR LIGHTING-FED BLDG/FAA BLD	089153	141.32
		I-S2410637.001	48	-5548401	INFRASTRUCTUR LIGHTING-FED BLDG/FAA BLD	089153	316.33
		I-S2411086.003	48	-5548401	INFRASTRUCTUR LIGHTING-FED BLDG/FAA BLD	089153	69.72
01-E00259	ERGON ASPHALT & EMULSIO						
		I-9401921903	48	-5865403	ASPHALT OVERL SSI TAC OIL	089169	4,603.88
01-I00188	INFRASTRUCTURE SOLUTION						
		I-MC-18-12-03	48	-5975402	WATER LINE RE CONSULTING FEES	089182	1,180.00
01-L00428	LOWE'S CREDIT SERVICES						
		I-02529	48	-5548401	INFRASTRUCTUR 17' LADDER & SUPPLIES	089188	52.24
				FUND 48	INFRASTRUCTURE FUND	TOTAL:	58,155.97
						REPORT GRAND TOTAL:	443,074.43

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2018-2019	01 -2105	COLLECTION AGENCY 25% (COU	7,446.76						
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	33,333.32				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	18,000.00				
	01 -5210112	VEHICLE ALLOWANCE	500.00	6,000	4,000.00				
	01 -5210302	CONSULTANTS/LABOR RELATION	250.00	45,000	33,434.00				
	01 -5210330	DUES & SUBSCRIPTIONS	203.88	3,300	1,716.12				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	217.42	7,500	6,892.30				
	01 -5210480	CONTINGENCY	4,000.00	25,000	16,550.00				
	01 -5211330	DUES & SUBSCRIPTIONS	1,047.00	1,200	103.00				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	135.00	5,500	3,184.52				
	01 -5212308	CONTRACTED SERVICES	358.80	3,968	2,401.40				
	01 -5212317	ADVERTISING & PRINTING	33.55	2,500	1,196.50				
	01 -5213335	COUNTY INCARCERATION EXPEN	9,680.00	18,500	4,948.00				
	01 -5213336	FEES	200.00	3,000	2,200.00				
	01 -5214302	CONSULTANTS	4,478.33	63,000	36,769.70				
	01 -5215202	OPERATING SUPPLIES	1,720.75	38,000	17,111.56				
	01 -5215302	CONSULTANTS	412.50	35,000	20,000.00				
	01 -5215312	EQUIPMENT RENTALS	577.77	27,000	900.00				
	01 -5215315	TELEPHONE UTILITY	3,050.24	54,540	33,428.67				
	01 -5225349	SOFTWARE MAINTENANCE	220.50	79,500	4,169.58				
	01 -5321202	OPERATING SUPPLIES	22.75	12,000	6,180.13				
	01 -5321207	CLOTHING ALLOWANCE	16.99	37,455	11,524.56				
	01 -5321209	JAIL/PRISONER EXPENSE	15.00	4,000	3,900.00				
	01 -5321330	DUES	250.00	1,250	1,000.00				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	90.00	10,000	6,820.52				
	01 -5321332	COMMUNITY SERVICES PROGRAM	850.00	7,500	4,489.92				
	01 -5431202	OPERATING SUPPLIES	273.06	13,600	8,554.73				
	01 -5431305	PHYSICALS	950.00	12,000	11,050.00				
	01 -5431328	INTERNET SERVICE	62.95	2,300	1,796.40				
	01 -5431330	DUES & SUBSCRIPTIONS	250.00	7,000	6,282.00				
	01 -5432202	OPERATING SUPPLIES	1,669.44	25,600	16,332.90				
	01 -5432308	CONTRACTED SERVICES	1,071.00	65,025	53,234.77				
	01 -5542203	REPAIRS & MAINT SUPPLIES	150.94	38,500	18,329.05				
	01 -5542206	CHEMICALS	841.53	15,000	13,008.69				
	01 -5542308	CONTRACTED SERVICES	126.00	13,500	6,574.00				
	01 -5544308	CONTRACT LABOR	475.00	15,000	6,880.81				
	01 -5547328	INTERNET SERVICE	62.80	755	566.60				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,329.34	35,200	19,625.89				
	01 -5548204	SMALL TOOLS	113.05	2,000	1,100.00				
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,835.00	22,000	15,635.00				
	01 -5548316	REPAIRS & MAINTENANCE	90.00	21,000	9,919.86				
	01 -5652318	ABATEMENTS	1,370.00	15,000	9,735.00				
	01 -5652319	DEMOLITION	5,135.00	75,000	40,351.00				
	01 -5652330	DUES & SUBSCRIPTIONS	125.00	2,000	1,740.00				
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	195.00	3,600	3,205.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	01 -5653213	SAFETY EXPENSE	2,475.00	25,500	13,658.62		
	01 -5653215	AWARDS/NUC PROGRAM	5,186.89	9,500	3,749.98		
	01 -5653330	DUES & SUBSCRIPTIONS	648.00	400	248.00-	Y	
	01 -5865218	STREET REPAIRS & MAINTENAN	5,576.08	41,912	1,506.64		
	01 -5865308	CONTRACT SERVICES	761.60	0	19,590.95-	Y	
	01 -5865328	INTERNET SERVICE	88.90	2,050	1,550.40		
	02 -5216202	OPERATING SUPPLIES	512.00	10,450	8,438.00		
	02 -5216317	POSTAGE	1,353.43	30,100	23,588.41		
	02 -5216328	INTERNET SERVICE	55.47	605	441.72		
	02 -5216331	TRAVEL & TRAINING	382.50	1,000	693.76		
	02 -5216336	MAILING FEES	1,203.38	25,100	18,799.97		
	02 -5267313	ELECTRIC UTILITY	42,852.98	352,233	219,690.33		
	02 -5267315	TELEPHONE UTILITY	1,113.62	124,020	103,808.28		
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	9,166.68		
	02 -5866306	CONTRACTED REFUSE SERVICES	162,104.41	1,890,290	1,407,394.72		
	02 -5973203	REPAIRS & MAINT SUPPLIES	2,334.60	50,500	18,146.35		
	02 -5973302	CONSULTANTS (IND. PRETREAT	1,800.00	21,600	0.00		
	02 -5973308	CONTRACT SERVICES	839.60	0	8,692.56-	Y	
	02 -5973329	DEQ FEES	124.00	25,000	24,442.00		
	02 -5975218	STREET REPAIRS & MAINTENAN	3,623.94	103,500	39,938.91		
	02 -5975230	SEWER MAIN REPAIR	1,561.19	20,500	16,438.81		
	02 -5975235	WATER MAIN REPAIR	708.44	51,500	18,948.24-	Y	
	03 -5876203	REPAIRS & MAINT SUPPLIES	591.00	2,000	750.18		
	03 -5876315	TELEPHONE UTILITY	25.81	336	284.38		
	03 -5876501	OUTER MARKER LEASE PAYMENT	225.00	2,700	1,800.00		
	08 -5549308	CONTRACT SERVICES	711.00	15,500	5,174.88		
	08 -5549315	TELEPHONE UTILITY	419.21	4,720	3,873.65		
	09 -5864327	SUB TITLE D EXPENSE	805.00	80,000	57,179.56		
	27 -5655202	OPERATING SUPPLIES	44.99	2,500	1,711.52		
	27 -5655214	TOURISM EXPENSE	480.00	34,500	27,914.06		
	27 -5655308	CONTRACT SERVICES	225.00	13,200	1,602.52		
	27 -5655315	TELEPHONE UTILITY	136.35	540	362.28		
	27 -5655318	PRINTING	71.00	30,000	14,217.00		
	27 -5655340	OFFICE RENT	1,044.00	15,510	11,334.00		
	27 -5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	22,500.00		
	27 -5655353	MAIN STREET PROGRAM	1,250.00	15,000	11,250.00		
	28 -5654202	OPERATING SUPPLIES	77.00	4,400	3,427.00		
	28 -5654203	REPAIR & MAINT SUPPLIES	470.56	16,238	9,922.95		
	28 -5654313	ELECTRIC UTILITY	476.11	72,650	55,714.34		
	28 -5654315	TELEPHONE UTILITY	213.77	3,500	2,824.49		
	29 -5324202	OPERATING SUPPLIES	50.00	5,000	4,169.02		
	29 -5324315	TELEPHONE UTILITY	845.95	95,400	78,615.89		
	30 -5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	22,500.00		
	30 -5211353	MAIN STREET PROGRAM	1,250.00	15,000	11,250.00		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,260.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	30 -5652202	OPERATING SUPPLIES	28.00	4,000	3,666.00				
	30 -5652302	CONSULTANTS	1,515.00	115,000	16,080.00-	Y			
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	4,675.00	24,600	17,332.07-	Y			
	35 -5862203	REPAIRS & MAINTENANCE SUPP	5,091.32	209,848	150,895.86				
	35 -5862315	TELEPHONE UTILITY	51.61	674	570.78				
	35 -5862316	REPAIRS & MAINTENANCE	8,136.92	25,000	14,320.79				
	35 -5862317	EMERGENCY VEHICLES	195.00	42,000	29,879.97				
	36 -5215315	THIRD PARTY ADM FEES	1,750.00	11,300	8,083.36-	Y			
	38 -5215520	AGENT FEES	500.00	7,000	1,500.00				
	41 -5862401	CAPITAL OUTLAY	5,695.70	68,349	45,566.20				
	41 -5865510	LEASE PAYMENTS	7,221.65	86,660	57,773.40				
	41 -5974501	MCC CONTROLS - WTP	4,709.36	56,513	37,675.56				
	41 -5975510	UTM LOAN PAYMENTS	18,395.29	220,745	147,163.84				
	44 -5225401	TECHNOLOGY UPGRADES	2,040.00	28,900	2,556.19-	Y			
	46 -5871401	CAPITAL OUTLAY	9,414.35	285,000	189,400.35				
	46 -5871402	CANAL WALL REPLACEMENT	3,000.00	165,000	22,389.68				
	46 -5871501	LOAN PAYMENTS-STREET SWEEP	3,284.13	39,420	26,283.48				
	48 -5548401	INFRASTRUCTURE IMPROVEMENT	2,858.89	80,000	63,304.92				
	48 -5865403	ASPHALT OVERLAY PROGRAM	54,117.08	350,000	36,513.87				
	48 -5975402	WATER LINE REPLACEMENT	1,180.00	75,000	50,055.78				
** 2018-2019 YEAR TOTALS **			443,074.43						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	10/2018	72,805.49
02	10/2018	221,715.39
03	10/2018	841.81
05	10/2018	0.00
08	10/2018	1,130.21
09	10/2018	805.00
11	10/2018	0.00
14	10/2018	0.00
16	10/2018	0.00
24	10/2018	0.00
26	10/2018	0.00
27	10/2018	5,751.34
28	10/2018	1,237.44
29	10/2018	895.95
30	10/2018	10,250.50
32	10/2018	0.00
33	10/2018	0.00
35	10/2018	13,474.85
36	10/2018	1,750.00
38	10/2018	500.00
41	10/2018	36,022.00
42	10/2018	0.00
44	10/2018	2,040.00
46	10/2018	15,698.48
48	10/2018	58,155.97
		443,074.43
		443,074.43



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 9, 2018</u>	Item Number:	<u>Consent Agenda C</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>Pam Pulchny, Exec Dir</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>October 3, 2018</u>	Exhibits:	<u>1</u>

Subject

Accept and place on file the Oklahomans for Independent Living 4th Quarter report for the months of April through June, 2018.

Recommendation

Staff recommends acceptance of the Quarterly Reports of Oklahomans for Independent Living.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Center for Independent Living
ADvantage Case Management
Independent Living Services
Community Integration
Transportation
Employment
Recreation



601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

**Oklahomans for Independent Living
Transportation Program
Quarterly Report
April through June 2018**

From April 2018 through June 2018 – OIL has transported citizens to medical appointments, banking, utility companies, shopping, beauty shops, restaurants, mental health services, tribal health services, Social Security, Health Department and Department of Human Services.

- **During this quarter, OIL transported 140 people and provided 545 trips.** At each of those 545 trips, citizen's either
- paid a bill,
- bought groceries or received services that they needed,
- ate a meal or splurged on themselves, family or friends,
- or conducted business or received healthcare.
- All of which generated income for area businesses and the City. Citizens had access to Lift Equipped Public Transportation.

During this quarter, OIL has provided 1,602 miles in public transportation.

The OIL Transportation Program expenses include an On-Call Bus Driver, fringe benefits, insurance, fuel, maintenance, occupancy, phone and office supply. Program Expense: \$ 5,698.

The OIL Transportation Program is all that some citizens have in the way of transportation. Without the program, citizens would be secluded to their homes more often and goods and services would not be received.

Sincerely,

Pamela Pulchny,
Executive Director

*Attached Consumer Service Report and Disability Report, of services utilized by the citizens of Pittsburg County.

Consumer Services Report

from 04/01/2018 to 06/30/2018

Pittsburg, OK	Request Total	Distinct Received	Total Received
Adult/Employment Transition (Vocational Services)	0	0	0
Advocacy/Legal Services	2	2	2
Assistive Technology	1	1	1
Children's Services	0	0	0
Communication Services	0	0	0
Community Based Services (Personal Assistance Services)	0	0	0
Counseling and related services	0	0	0
Family Services	0	0	0
High School/Employment Transition (Vocational Services)	0	0	0
Housing, Home Modification, and Shelter Services	3	1	1
IL Skills Training and Life Skills Training	8	8	8
Information and Referral Services	68	68	68
Mental Restoration Services	0	0	0
Mobility training	0	0	0
NCF Transition (Personal Assistance Services)	0	0	0
Other	0	0	0
Peer Counseling Services	84	84	84
Personal Assistance Services	0	0	0
Physical Restoration Services	0	0	0
Preventive Services	0	0	0
Prostheses, Orthotics, and other appliances	0	0	0
Recreational Services	114	114	114
Rehabilitation Technology Services	0	0	0
Therapeutic Treatment	0	0	0
Transportation Services	0	0	0
Vocational Services	0	0	0
Youth/Transition Services	0	0	0
Totals	280	278	278

Total of all Counties - Requested: 280, Distinct Received: 278, Total Received: 278

Disabilities Report

from 04/01/2018 to 06/30/2018

Pittsburg, OK	Disability Total
Alzheimer's Disease	0
Amputation	3
Arthritis	25
Autism	4
Back Injury	15
Blindness	4
Burn Injury	1
Cancer	7
Cardiac/Circulatory Condition	12
Cerebral Palsy	6
Cystic Fibrosis	0
Deafness/Hearing Loss	7
Developmental Disability	48
Diabetes	13
Down Syndrome	2
Drug/Alcohol Abuse	2
Emotional/Behavioral Disabilities	1
End-Stage Renal Disease	0
Endocrine/Metabolic Condition	1
Environmental Sensitivity	0
Epilepsy	4
Hansens Disease	0
Hard of Hearing/Hearing Loss	2
Head Injury	3
Heart Disease	8
Hemiplegia	0
Hemophilia	0
HIV/AIDS	0
Hydrocephalus	0
Learning Disability	21
Mental Disability	1
Mental Illness/Emotional Illness	14
Mental Retardation	0
Multiple Sclerosis	4
Muscular Dystrophy	0
Musculo-Skeletal	1
Neurological Disorder	3
Neuromuscular	3
Orthopedic	4
Other Cognitive	3

Pittsburg, OK	Disability Total
Other Congenital Birth Anomaly	1
Other Hearing Disabilities	3
Other Mental Illness	7
Other Physical Disabilities	24
Other Visual Disabilities	0
Paraplegia	2
Quadriplegia	1
Respiratory Condition	6
Respiratory/Pulmonary	7
Sickle_cell Anemia	0
Specific Learning Disability	1
Speech Impairment	2
Spina Bifida	2
Spinal Cord Injury	2
Stroke	5
Traumatic or Other Brain Injury	2
Visual Impairment	8
Total	295



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 9, 2018</u>	Item Number:	<u>Consent Agenda D</u>
Department:	<u>City Clerk</u>	Account Code:	<u></u>
Prepared By:	<u>Cora Middleton, City Clerk</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 28, 2018</u>	Exhibits:	<u>Several</u>

Subject

Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205245-ME.

Recommendation

Motion to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205245-ME.

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. 205245-ME 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>09.28.18</u>
City Manager	<u></u>	<u></u>



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

September 24, 2018

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



RE: Member : City of McAlester
 Claimant : Larry Butler
 Date of Loss : 7/31/2018
 Claim No. : 205245-ME

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 11/11/18, you must deny this claim in writing before 11/11/18. 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,

Mary Ellis, CPCU, AIC
Claims Supervisor



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September 24, 2018

Mr. and Mrs. Larry Butler
807 Indiana
McAlester, OK 74501

RE: Member : City of McAlester
 Claimant : Larry Butler
 Date of Loss : 7/31/2018
 Claim No. : 205245-ME

Dear Mr. and Mrs. Butler:

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.

Sincerely,

Mary Ellis, CPCU, AIC
Claims Supervisor

cc: City of McAlester ✓

Cora Middleton

From: Cora Middleton
Sent: Thursday, August 16, 2018 6:21 PM
To: 'Claims'
Subject: Notice of Tort Claim - L. Butler, 807 Indiana
Attachments: 807 E Indiana- Butler Damage Report.docx; 807 Indiana pictures.pdf; Neighbor's statement.pdf; Notice of Tort Claim - L. Butler.pdf

To Whom It May Concern;

Attached is a Notice of Tort Claim for alleged water damage due to a water line break. Please process accordingly and if you have any questions contact me.

Thank you,

Cora Middleton, CMO, CMC
City Clerk

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.

RECEIVED ON

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) Larry & Cynthia Butler

CLAIMANT(S) SOCIAL SECURITY NO. _____

ADDRESS 807 Indiana

CLAIMANT(S) DATE OF BIRTH 194

McAlester, OK, 74501

PHONE: HOME (918) 420-9274 BUS. ()

Continue on another sheet if needed

- DATE AND TIME OF INCIDENT 7/31/18 11 a.m. () p.m. for any information requested)
- LOCATION OF INCIDENT 807 Indiana, McAlester OK, 74501
- DESCRIBE INCIDENT City water line broke in front of house & washed out drive & cracked concrete drive, causing extensive damage.

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 _____

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 Driveway

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL PROPERTY \$ _____

5. NAME OF YOUR INSURANCE CO. American Farmers & Ranchers POLICY NO. HOB2523702 AMOUNT CLAIMED _____

AMOUNT RECEIVED -0-

6. The names of any witnesses known to you.

Name _____ Address _____ Phone Number _____

Name _____ Address _____ Phone Number _____

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

TOTAL CLAIM

\$ Unknown at

this time.

Larry w Butler

08-13-18

SIGNATURE(S)

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)

on

For further information on this claim contact

(Title)

by telephone at

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

Statement from neighbor, photos of property and report from Safety / Risk Mgmt. Officer

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

Name

Title/Position

Telephone

1. _____
2. _____
3. _____
4. _____

Submitted by:

Date

Title:

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

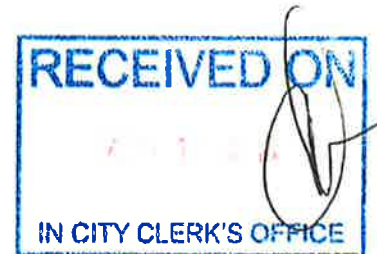
8/7/2018

To whom it may concern.

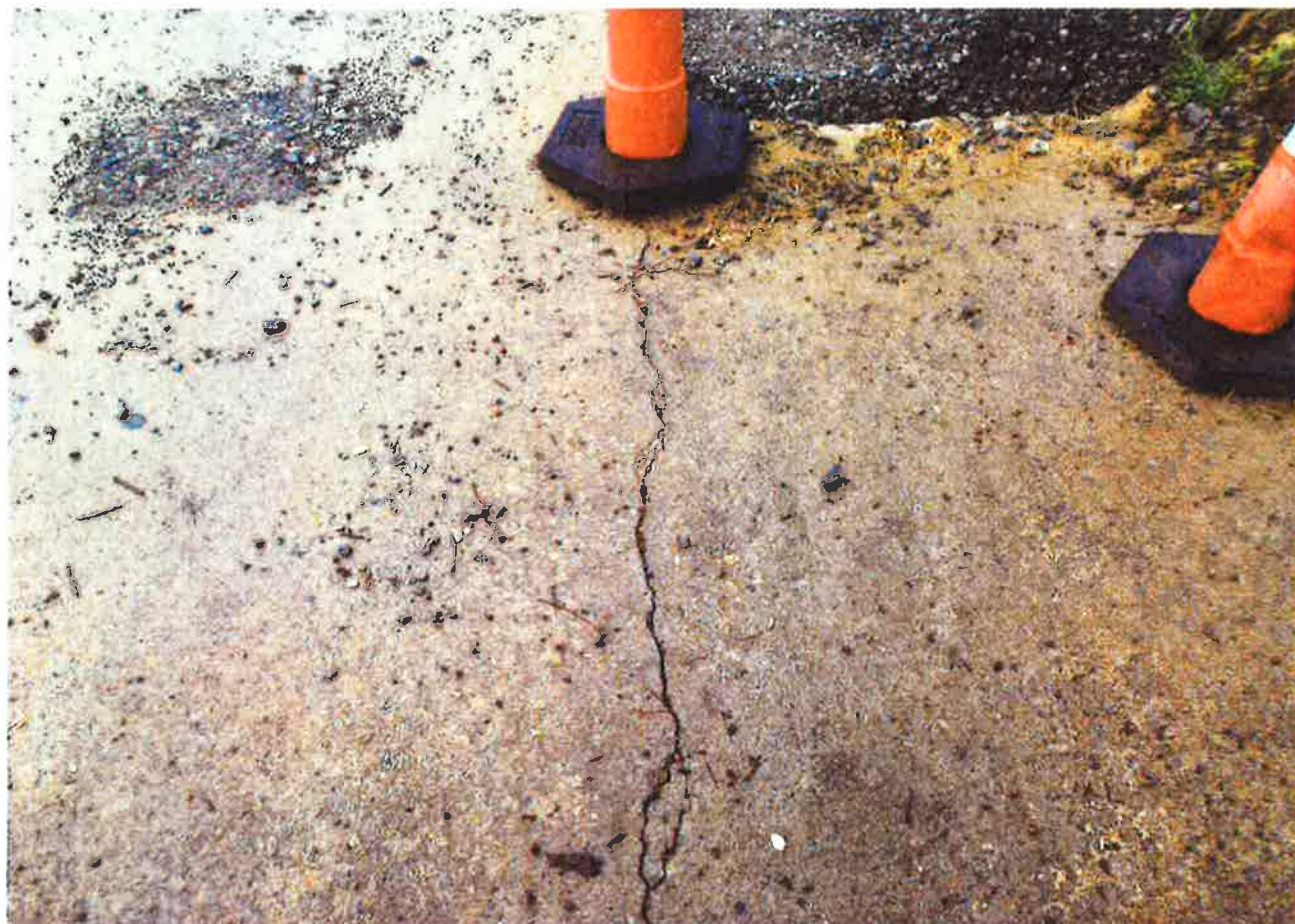
On July 31st 2018 at 11:00 am I noticed water running down the drive way of my neighbor Larry Butler's house at 807 Indiana Ave, I went the Larry's to see where the water was coming from, as I approached the house I observed water bubbling from the middle of Indiana Ave and from under the drive way at 807 Indiana, it was obvious from the sound under the drive way and the street it was a burst water main. I did not think anyone was home so I immediately called the city of McAlester to report a major water leak. I also called another neighbor Jim Mercer to come and help with blocking the street to keep anyone from driving over the spot where water was bubbling from under the middle street in case of a sink hole , collapse or from a wash out.

After an hour maybe two someone from the city finally showed up to assess the situation, eventually equipment showed up to start digging up the edge of the street and Larry's drive way to gain access the leak in the city water main which runs under Larry's drive way. I watched a bobcat with a jack hammer attached bust up Larry's drive way and a track hoe remove the debris from the drive way, they eventually exposed the main and repaired the leak. Dump trucks with fill arrived before dark and they filled the hole. Larry's drive way is now mostly rough with gravel / fill and is in dire need of being restored to its original state with a concrete drive way.

Terry Trammell
Terry Trammell
816 Indiana Ave, 918 470 5192















McAlester City Council

AGENDA REPORT

Meeting Date: October 9, 2018
Department: City Clerk
Prepared By: Cora Middleton, City Clerk
Date Prepared: October 4, 2018

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

Subject

Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205150-BD.

Recommendation

Motion to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205150-BD.

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. 205150-BD 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

Department Head

City Manager

P. Stasiak

Initial
CM

Date
10.04.18



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

September 25, 2018

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



RE: Member : City of McAlester
Claimant : Caslo Properties LLC
Date of Loss : 7/9/2018
Claim No. : 205150-BD

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 **10/22/18**, you must deny this claim in writing before **10/22/18**. 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,

Brad Doublehead
Senior Claims Adjuster



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

September 25, 2018

Caslo Properties LLC
1421 N. Main
McAlester, OK 74501

RE: Member : City of McAlester
 Claimant : Caslo Properties LLC
 Date of Loss : 7/9/2018
 Claim No. : 205150-BD

Dear Caslo Properties LLC:

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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Doublehead", is written over the printed name.

Brad Doublehead
Senior Claims Adjuster

cc: City of McAlester

City of McAlester
Safety Office

Date: 7-9-2018

Reference: Property Damage Report

Location: 1017 E Kiowa

Damaged Property: Water damage

Comments: On July 9, 2018, Les Cashmere, 918-424-1950, called to say his water had not been completely shut off when a tenant moved out and his water heater had a leak at the top and flooded his rent house at 1017 E. Kiowa. The water was shut off by the City of McAlester on July 1, 2018 when the tenant came and requested that be done. Our Utility office claims this meter was indeed turned off completely, and if there is ever a problem turning one off they immediately call someone to get it taken care of. They are confident this water was turned off completely. Cashmere claims he went by the residence on July 9, 2018 and discovered water running out of the garage. He also claims the water meter was turned on about 1/3 of the way open. Cashmere says he tried to turn it off with a wrench and could not. He obtained a water shut off key from his office and said it easily turned off at that point. There was damage to the ceiling and floors of the townhouse. The water heater was located upstairs in a bathroom. The leak was from the discharge side of the heater. Cashmere claims had the water not been left on slightly this would not have happened.

I spoke with an employee from FloodServ (Ashley) who told me the drain pan under the water heater was not draining. She said the water level in it did not move for close to 2 hours and she had to vacuum the water from it. Cashmere claims this is not the case and says it must have been clogged from the water in it. He claims water was flowing from the drain outside, however I can't see how this is true with the statement I got from the FloodServ employee. I believe this pan was clogged and probably still is from some past tenant putting something in it, or any of a number of other things could be clogging it. Cashmere claims the majority of the damage was from water spray from his faulty heater and not the drain pan.

From 7-1 to 7-9, 164 gallons of water ran through the meter. Had this been spraying as much as Cashmere claims it should have ran more water through than that. I feel this water was turned back on by someone to clean or for any other reason and they were not able to turn it back off fully.

I believe our employees when they say the water was turned off. Anyone could have turned this water on the week before it was discovered leaking. Had the heater not been leaking and the pan not clogged this probably could have been avoided.

I have no damage estimate at this time. Pictures are attached to this report.

Doug Basinger
Safety/ Risk Management





















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405.657.1400 • 800.234.9461 • FAX 405.657.1401

July 26, 2018

Caslo Properties LLC
Mr. Lester Cashmere
1421 N. Main
McAlester, OK 74501

Re: Member	:	City of McAlester
Claimant	:	Caslo Properties LLC
Date of Loss	:	7/9/2018
Claim Number	:	205150-BD

Dear Mr. Cashmere:

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

Brad Doublehead
(405) 657-1400
Fax: (405) 657-1401
bdoublehead@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 Transmission**OMAG****Date:** 7/26/2018 1:56:33 PM**Subject:** Acknowledgement Letter**Total pages:** 2

To: Cora Middleton**Company:** McAlester**Phone:****Fax:** (918) 421-4971**From:** OMAG Claims Department**Phone:** 4056571400**Fax:** 4056571401

Message:

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

Cora Middleton

From: Cora Middleton
Sent: Wednesday, July 25, 2018 4:22 PM
To: 'Claims'
Subject: Notice of Tort Claim - L. Cashmere
Attachments: 1017 E Kiowa 7-9-2018 Damage Report.docx; 1017 e Kiowa pictures-Risk Mgmt.-Safety Officer.pdf; Notice of Tort Claim, L. Cashmere-Water Damage.pdf; Photos, L. Cashmere.pdf; Utility billing service order.pdf

To Whom IT May Concern;

Attached is a Notice of Tort Claim and related documentation for an alleged incident that occurred on July 9, 2018. Please process accordingly. If you have any questions I can be contacted by this email or by phone at 918-423-9300 ext. 4956.

Thank you,

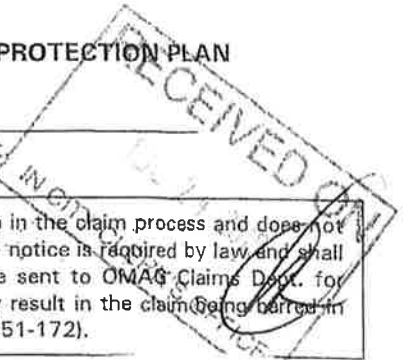
Cora Middleton, CMO, CMC
City Clerk

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 OMA's 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) CAZLO PROPERTIES LLC CLAIMANT(S) SOCIAL SECURITY NO. _____
ADDRESS LESTER CASHMERE MANAGING PARTNER CLAIMANT(S) DATE OF BIRTH _____
846 W. 1st St. McAlester OK 74501 PHONE: HOME (918) 424-1950 BUS. () _____

Continue on another sheet if needed for any information requested)

- DATE AND TIME OF INCIDENT 7/9/18 11:00 a.m.
- LOCATION OF INCIDENT 1817 E KIDWA, MCALISTER OK
- DESCRIBE INCIDENT APARTMENT FLOODED DUE TO WATER METER NOT TURNED COMPLETELY OFF BY CITY. SEE ATTACHED

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

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO X 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 _____
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 SEE ATTACHED WRITUP AND PHOTOGRAPHS
PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL PROPERTY . SEE ATTACHED MINIMUM \$ 4,312

5. NAME OF YOUR INSURANCE CO. NATIONAL FIRE & MARINE POLICY NO. 1APRM044295-01 AMOUNT CLAIMED CLAIM NOT FILED DUE TO \$5,000 DEDUCTIBLE AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

DOUG BASINGER, SAFETY OFFICER CITY OF MCALISTER 918-424-9105
Name Address Phone Number
CAROL CROWH & JASON VANMETER, FLOOD SERV MCALISTER OK 918-429-1911
Name Address Phone Number
CORY WOODARD CONSTRUCTION ROUTE 5, BOX 107 EUFADA OK 74432 918-424-3479

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

TOTAL CLAIM \$ 4,000

[Signature] Managing Partner 7-23-18
SIGNATURE(S) 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 Cora Middleton
(Title) City Clerk, on July 24, 2018

For further information on this claim contact Doug Basinger
(Title) Risk Mgmt./Safety Officer by telephone at (918) 423-9300 ext. 4934

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

Statement from Safety Officer, Utility billing service order, photos taken by Safety Officer, Statement from Lester Cashmere (Claimant) and photos taken by Claimant

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

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.			
2.			
3.			
4.			

Submitted by: Cora Middleton Date 07/25/, 2018

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

Cazlo Properties
1421 N Main St
McAlester, OK 74501
918-426-5454

7/23/18

INCIDENT AND PROPERTY DAMAGES

On or about 6-1-18, Christina Anderson, Lessee of apartment at 1017 E Kiowa, McAlester OK, (one of an eight unit apartment complex owned by Cazlo Properties LLC) moved out of Town AND AS SHE WAS responsible for all utilities, notified PSO on electric, and City Of McAlester on water, sewer and trash service, requested service be disconnected and account closed. At that time, Valerie Cashmere, partner of Cazlo Properties, inspected the apartment finding it very clean and ready to be released. The electric was off and Lessee said City had been notified to discontinue service.

On 7-1-18 the apartment was released deposit was obtained with Lessee to move in later in July or first of August and after paying rent on move in date, they could obtain keys and be responsible for utilities and having service connected.. Lessee is from out of state moving here with the Base and leased the apartment sight unseen from pictures therefore no one was in apartment from 6-1-18 until 7-9-18

On 7-9-18, I Lester Cashmere, Managing Partner of Cazlo Properties LLC, went to apartment at approximately 11:00am, to verify one final time all was ready for new Lessee. I found water running out garage door and out overflow pipe from water heater located on 2nd floor of apartment. Rushing to turn water off, I found the water meter valve was only about 2/3 off, was stuck open and even with a water meter T handle wrench would not close off until opened and then back off to stop, 90 degrees to pipe. I believe meter employee with City of McAlester believed he had turned valve off however it was stuck partly open. I contacted City Utilities and Doug Basinger inspected damage. Electric was turned off yet water heater busted out on top under pressure where out water line is located, shooting water in air with some being contained in catch pan and the balance on the floor draining down into ceiling of floor below. Water was about 1" deep covering lower floor, running into garage with ceiling of lower floor wet as well as insulation in ceiling, ducts and walls.

Floodserv of McAlester sucked up water, opened up holes in sheetrock and began drying with large fans. Cory Woodard removed wet sheet rock and wet insulation and allowed fans to dry. Water had shorted out heat and air unit transformer, requiring replacement. The living room plank floor will be last to replace if necessary. The tile is ok. See attached pictures.

Cost to replace property damage not including water heater or its replacement:

Woodard Construction labor to complete repairs ----	\$1,500
Sheetrock, tape, mud, paint etc.	450
Floodserv- removing & drying	1,847
Luker heat and air on transformer	115
Flooring estimate to remove and replace living room if Necessary	800
Many hours myself in helping in clean up and repair	?
Possible loss of rental income	<u>?</u>

Total cost outlay to date not including flooring \$4,212

I certify the above is true and correct to the best of my knowledge.


Managing Partner, Cazlo Properties

7-23-18
Date

Service Order Maintenance - (Edit)

File Edit Options Help

Service

Order # 74391 Complete Void

Address 09-0133 1017 E KIOWA AVE

Job

Code OFF - TURN OFF SERVICE Action Disconnect

Date 6/01/2018 04:09 PM Status Completed

General Metered Non-Metered Notes Charges Costs Footprint

Order

READ AND TURN OFF SERVICE!

Completion

PORSHA COMPLETED ORDER 6/1/18
REPORTED READ AS 31000
TURNED OFF

Exit

View margaretc

164 Gallons

Margaret Cook

From: Norma Dellinger
Sent: Tuesday, July 10, 2018 8:23 AM
To: Margaret Cook
Subject: 1017 E KIOWA

Les Cashmere call stated water was not turned all the way off and the hot water heater went out flooding this apartment. His call back # is 918-424-1950

Thank you
Norma Dellinger
Customer Service Clerk
918-423-9300 ext 4952
City of McAlester
Utility Billing Department



McAlester City Council

AGENDA REPORT

Meeting Date: October 9, 2018 Item Number: 1
Department: William J. Ervin, City Attorney
Prepared By: Attorney Account Code: _____
Date Prepared: October 3, 2018 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, to approve the Developer Agreement in form only, for "Shops At McAlester," located at the southwest corner of 14th street and the George Nigh Expressway, in the City of McAlester, Oklahoma.

Recommendation

The attached Developer Agreement has been submitted by Burk Collins Company and is ready for consideration and approval by the council as to form only.

Discussion

The attached agreement is the form of the proposed agreement between the McAlester Economic Development Authority and Shops At McAlester, a limited liability corporation, for the delivery of project cost reimbursement incentive payments, and providing for the rights and obligations of the MEDA and the developer. The City of McAlester is not a party to the developer agreement, but is being consulted on the form and content of the agreement before it is considered by the MEDA.

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>10-4-18</u>

**DEVELOPER AGREEMENT
SHOPS AT MCALESTER**

This DEVELOPER AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the MCALESTER ECONOMIC DEVELOPMENT AUTHORITY ("Authority"), a public trust of the City of McAlester, Oklahoma ("City"), and Shops at McAlester, a limited liability company ("Developer"). Authority and Developer are sometimes referred to herein individually as "Party" and collectively as "Parties." References contained in the Agreement to "City" or "City Council" shall refer to the City of McAlester, Oklahoma or the City Council of said City.

WITNESSETH:

WHEREAS, Developer intends to construct a retail development with an investment of approximately \$27 million and estimated annual sales of approximately \$45 million when fully developed and occupied, designated as the Shops at McAlester, on land described on Exhibit A attached hereto and made a part hereof.

WHEREAS, the retail development and accompanying improvements contemplated by Developer will promote economic development, stimulate business and commerce, create additional employment opportunities, offer retail shopping opportunities not now available, and generate new property and sales tax revenue.

WHEREAS, Developer has advised Authority that a contributing factor that would induce Developer to develop the Shops at McAlester would be an agreement by Authority to provide economic development incentives in the form of project cost reimbursements. The reimbursement will defray the costs to be incurred by Developer for on-off-site infrastructure, improvements, public utilities, and other work necessitated by the development.

WHEREAS, Authority is authorized under the laws of the State of Oklahoma including Article 10, Section 14 of the Oklahoma Constitution and the cases decided thereunder to establish economic development programs and to provide sales tax increments for development as part of its economic development plan and for its public purpose as defined in Article 10, Section 14.

WHEREAS, Authority has determined that providing economic development incentives pursuant to this Agreement will further public purposes and the economic development goals of the Authority.

WHEREAS, in connection with the furtherance of public purposes and the economic development goals of the Authority, Authority has determined that the contemplated improvements to and the use of the land described on Exhibit A are in compliance with the laws and policy of the State of Oklahoma and the City of McAlester.

WHEREAS, the McAlester City Council, McAlester Planning Commission, the McAlester Southside Area Reinvestment Review Committee, and the Pittsburg County Commissioners have each approved the creation of a Tax Increment Financing District to recruit the Shops at McAlester project.

NOW, THEREFORE, Authority and Developer, for good and valuable consideration, do mutually agree as follows:

1. DEFINITIONS. As utilized herein, the following terms shall have the meanings indicated:
 - a. “Occupant” means an occupant of the Project that is operating a business within the Project and either (a) owns fee simple title to the site of its business or (b) operates its business pursuant to a written lease agreement with Developer or its assigns.
 - b. “Point of Sale” means the physical location at which a sale of tangible personal property or services taxable under the Oklahoma Sales Tax Code is made in the course of the occupant’s business, to be determined as set forth in 68 O.S. 1352 as it may be amended from time to time.
 - c. “Project” means the land described on Exhibit A attached hereto and made a part hereof and the improvements thereon. Attached hereto as Exhibit B is a proposed preliminary depiction of the Project.
 - d. “Sales Tax Receipts” means any sales taxes generated by an Occupant from retail sales conducted within the Project area.
 - e. “Reimbursement Period” means the period of time beginning when the first retail sale occurs within the Project (“Effective Date”) and ending when the reimbursement is paid in full or for a period of sixty (60) months after the Effective Date, whichever occurs first. For calculation of the Termination Date, month one (1) begins on the first day of the month immediately following said first retail sale.

2. OWNERSHIP INTEREST IN PROJECT. Each party acknowledges and agrees that the Project does not include any property that is owned or leased by a member of the McAlester City Council, by a member of the Authority, by a member of the McAlester Planning Commission, or by an employee of the City.

Developer warrants to Authority that Developer is or will be the fee simple owner of that real property described in Exhibit A or, that by conveyance or agreement, Developer has the equitable title thereto and the right and authority to develop such land as provided by this Agreement. This warranty shall be accomplished before any obligation of the Authority is required.

3. PUBLIC INFRASTRUCTURE IMPROVEMENTS. In connection with its construction of the Project, and as a consideration for the reimbursement of project costs made by the Authority in a sum not to exceed \$5,500,000.00, Developer plans to construct certain public infrastructure improvements necessitated by the Project as listed on Exhibit C attached hereto. These public improvements are subject to Developer's compliance with all City Ordinances and regulations with respect to the construction performed by Developer. Specifically, Developer plans to construct those public water, sewer, and roadway improvements as indicated within the Final Plat as approved by the City's Community Development Department, to be attached hereto and made a part hereof upon the approval and such other items, including, but not limited to, those items listed on Exhibit C attached hereto.
4. POINT OF SALE REQUIREMENTS. Developer shall include in the contract it enters into with each contractor for construction of improvements to the Project a requirement that such contractor shall cause construction purchases to be delivered to the Project and agrees to use the appropriate McAlester street address for such purchases and deliveries in such a manner that Oklahoma, Pittsburg County, and McAlester sales and/or use taxes, to the extent applicable, shall apply to such purchases of building items and construction materials. Provided, if Developer contracts with another party to construct the improvements to the Project, he shall include in any such contract the requirement that all such construction purchases be so delivered in order to fulfill this sales or use tax requirement. Developer will provide Authority lists of purchase prices or copies of invoices he receives and shall require the same from any third party he may contract with and deliver the same to the Authority. Developer agrees that Authority or its agent shall have the right to inspect and audit the books and records of Developer to confirm the total amount of purchases.

5. REIMBURSEMENT CALCULATION. Authority hereby agrees to provide to Developer reimbursement payments in an amount not to exceed \$5,500,000. The amount of reimbursement provided will be calculated based on the following:

- a. The reimbursement payments will equal ninety percent (90%) of all City of McAlester and Pittsburg County sales taxes that are collected in the Project area, not to exceed a maximum reimbursement of \$5,500,000, or until the Termination Date.
- b. It is understood and agreed by Developer that if the Project fails to generate sufficient retail sales to result in the transfer of the maximum reimbursement, Authority will only transfer those reimbursement payments which Developer qualifies for, based on the criteria set forth in Agreement.
- c. Except for the reimbursement set out above, Developer acknowledges and agrees that Authority has not offered or provided any other financial incentive(s) or assistance as an inducement to construct the Project and any on-site and off-site infrastructure or utility improvements necessitated by the Project.
- d. Authority covenants and agrees that it will not take any action which would otherwise place Developer in a subordinated position to receive reimbursement payments under this Agreement from the Project, it being the intent of the parties that Developer shall have the first right to receive the reimbursement described in this Agreement.
- e. Any reimbursement payment which remains unpaid after the Termination Date and which accrued prior to the expiration of the Reimbursement Period, shall be paid after the termination of this Agreement.

6. REIMBURSEMENT PAYMENTS

- a. Sixty (60) days after the first twelve (12) month period following the Effective Date, and sixty (60) days after the end of every twelve (12) month period thereafter during the Reimbursement Period, Authority will transfer a reimbursement payment for that applicable period as set

forth in this Agreement. If Authority has any inquiries concerning the Sales Tax Receipts for any Occupant(s) of the Project (including, without limitation, the inability of the Oklahoma Tax Commission to segregate the sales taxes attributable to the location of an Occupant(s) location in the Project versus other locations of such retailer in the City of McAlester), Authority shall have the right to withhold any reimbursement amount, with respect of such Occupant(s) that Authority may dispute, until Authority receives such additional information as Authority shall reasonably require.

- b. Developer shall obtain from each Occupant of the Project such Occupant's Federal Tax Identification Number and such Occupant's Sales Tax Permit Number issued by the Oklahoma Tax Commission. Developer will cooperate with Authority's efforts to obtain the Sales Tax Receipts information.
- c. Subject to Authority's obligation below to use reasonable efforts to maintain the confidentiality of the Project Sales Tax Receipts, which Developer may have in respect of sales taxes generated from the Project. Developer shall hold Authority harmless for any information required to be released by law, by order of a Court of competent jurisdiction, or as required by any governmental entity. Developer shall cause all leases of the Project and other contracts with Occupants relating to occupancy of the Project that are executed after the date of this Agreement to include a provision to hold the Authority harmless, for the release of information required to be released by law, by order of a Court of competent jurisdiction, or as required by any governmental entity.
- d. Authority will obtain from the Oklahoma Tax Commission such sales tax reports as are necessary to confirm the Sales Tax Receipts for Occupants within the Project. If Authority is unable to obtain the amount of sales taxes generated from the business of an Occupant, then such Occupant shall be deemed to have generated no sales taxes for the purposes of calculating the reimbursement payment unless and until such sales are reported. Authority shall maintain the confidentiality of the Sales Tax Receipts, subject to any laws that may require disclosure thereof. Performance of this provision shall be deemed to have been completed at the end of the Reimbursement Period.

7. MAXIMUM REIMBURSEMENT. Notwithstanding anything contained herein to the contrary, in no event shall the sum of the cumulative reimbursement payments made by Authority under this Agreement exceed the sum of \$5,500,000. Accordingly, notwithstanding any other provision of this Agreement, if the sum of the amounts described herein prior to the expiration of the Reimbursement Period reaches \$5,500,000, then as of such date Developer shall not be entitled to any further reimbursements or other incentives under this Agreement.
8. TENANT RESTRICTIONS. Developer will forfeit any reimbursement from sales taxes collected from any Occupant that relocated its operation to the Project from another location within the city limits of McAlester, For any Occupant that locates an additional operation to the Project, Occupant must continue to operate other said location(s), for the duration of the full term of this agreement, for Developer to be eligible to receive a reimbursement from sales taxes collected from such Occupant.
9. TENANT REQUIREMENTS. Developer shall be required to provide the following specific tenant mix in the Project:
 - a. At least one (1) national anchor, such as HOBBY LOBBY, of at least fifty thousand (50,000) square feet in size.
 - b. At least two (2) national junior anchors, such as TJ MAXX or ROSS, each of at least fifteen thousand (15,000) square feet in size.
 - c. At least three (3) restaurants or related businesses in which food or beverages are sold for immediate consumption.
10. VALIDITY OF INCENTIVES. It is understood and expressly agreed by Developer that Authority does not warrant or guarantee that the transfer of reimbursements as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the statutory authority is challenged by court action, however, Authority agrees to complete the obligations and payments under this agreement to the fullest extent allowed under applicable law. In the event such action related to this Agreement is instituted, Developer shall be responsible for defending itself, this Agreement, and the reimbursement payments hereunder, at Developer's sole cost of defense. Developer and Authority shall cooperate with each other in defending against such action to the extent permitted by applicable law. Should such action result in the loss of reimbursement payments as previously paid as provided herein, Developer shall be solely responsible for the payment of

any repayment due, including all taxes which otherwise would have been paid to City or County, without recourse to either, and without any obligation by Authority to reimburse same back to Developer. Any payments to Developer prior to such action shall remain with developer in any case.

In the event of any legislative or judicial action that limits or restricts Authority's ability to pay as herein provided or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such reimbursement payments will cease and be of no further force, effect, or consequence, in which event Authority shall be under no further obligation to Developer. However, Authority and Developer may agree to modify the reimbursement payments provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon Authority for the reimbursement payment of same. Each party shall be responsible for its respective attorney's fees.

In the event the Oklahoma Tax Commission determines, for any reason, that any sales taxes were erroneously paid from the sales provided for herein and Authority shall be required to reimburse or repay any portion of such taxes, the amount of such reimbursement or repayment shall be deducted from the calculation of the reimbursement payments to Developer. In the event the calculation of sales taxes for that period shall reflect an overpayment of the reimbursement payments, as provided for herein, by Authority to Developer, Developer agrees to reimburse Authority the amount of such overpayment, through an adjustment from the next payment due in the next ensuing period or following completion of this Agreement should the overpayment occur in the final reimbursement period.

11. INDEMNITY. It is understood and agreed between the parties that Developer, in performing its obligation hereunder, is acting independently and Authority assumes no responsibility or liability in connection therewith to third parties. Developer agrees to indemnify, defend, and hold harmless Authority, its officers, agents, and employees, against any and all claims, lawsuits, judgements, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by Developer's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Developer, its officers, agents, employees, or representatives, except that the indemnity provided in this paragraph shall not apply to any liability resulting from the sole negligence of Authority, its officers, agents, employees, contractors, or representatives.

12. DEFAULT. In the event Developer breaches any of the terms and conditions of this Agreement, then Developer shall be in default under this Agreement. In the event of such default, Authority shall give Developer written notice of such default, and if Developer has not cured such default in its entirety within ninety (90) days of said written notice, this Agreement may be terminated by Authority, in which event Developer shall no longer have the benefit of any reimbursements set forth herein that accrue on or after the date of such termination.
13. NOTICES. All notices required to be given hereunder shall be in writing and shall be addressed as follows, or as either party may subsequently designate by written notice to the other. All notices shall be delivered by facsimile, recognized overnight delivery service, or hand-delivery and shall be deemed effective upon delivery.

To Developer: Shops at McAlester, LLC
c/o Burk Collins
1840 Norwood Plaza, Suite 101
Hurst, Texas 76054
Phone: (817) - 268 -- 5489
Fax: 817-268-2240

With a copy to:
Russell Mulinix
Mulinix Goerke & Meyer, P.L.L.C.
210 Park Avenue, Suite 3030
Oklahoma City, Oklahoma 73102
Fax: 405-232-8999
Email: rusty@lawokc.com

To Authority: McAlester Economic Development Authority
c/o City Manager
P.O. Box 578
McAlester, Oklahoma 74502
Phone: (918) 423 - 9300
Fax: (918) 421 - 4970

14. ASSIGNMENT. In connection with a sale or financing of the Project or any part thereof to a bona fide third party purchaser or related entity or affiliate, Developer shall not have the right, without Authority's prior written consent which shall not be unreasonably withheld, to either: (a) assign its rights and obligations under this

Agreement; or (b) to retain its rights and obligations under this Agreement should Developer sell or seek to sell any interest in the Project. Within thirty (30) days following a sale of the Project, Developer shall provide Authority written notice of its election of (a) above. In the event Developer elects (a) above, then the assignee ("New Developer") shall execute and deliver to Authority an instrument, reasonably satisfactory to Authority in form and substance, whereby New Developer (i) agrees that it will continue to operate the Project as a retail shopping center during the remaining term of this Agreement, and (ii) assumes all the obligations of Developer under this Agreement and agrees to be bound by the provisions of this Agreement during the remaining term of this Agreement as if New Developer had been the original Developer hereunder.

15. BINDING EFFECT. This Agreement and the terms, covenants, and provisions hereof shall inure to the benefit of and be binding upon the successors and permitted assigns of both parties.
16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one instrument.
17. APPLICABLE LAW. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Oklahoma, without giving effect to its principles of conflicts of law.
18. VENUE. The obligations of the parties to this Agreement are performable in Pittsburg County, Oklahoma, and if legal action is necessary to enforce same, exclusive venue shall lie in Pittsburg County, Oklahoma.
19. SEVERABILITY. In the event any one or more of the provisions herein, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.
20. ARTICLE X, SECTION 26, OKLAHOMA CONSTITUTION. Notwithstanding any provision contained herein, the parties hereto expressly declare their intention that the covenants of the Authority regarding the reimbursement payments shall not constitute a debt or obligation of the City in violation of Article X, Section 26 of the Oklahoma Constitution, but that the payments being made to the Developer

shall be payable hereunder only to the extent that funds are available by the governing body of the Authority in any given fiscal year.

21. FUTHER ASSURANCES. Each party hereto shall from time to time execute and deliver such further documents and take such further actions as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

“Authority”

MCALESTER ECONOMIC
DEVELOPMENT AUTHORITY, a public
trust.

By John Browne

Trustee

Notice Address: c/o City Manager
P.O. Box 578
McAlester, OK 74502

ATTEST

“Developer”

Shops at McAlester, LLC

By _____
Managing Member

Notice Address: 1840 Norwood Plaza
Suite 101
Hurst, Texas 76054

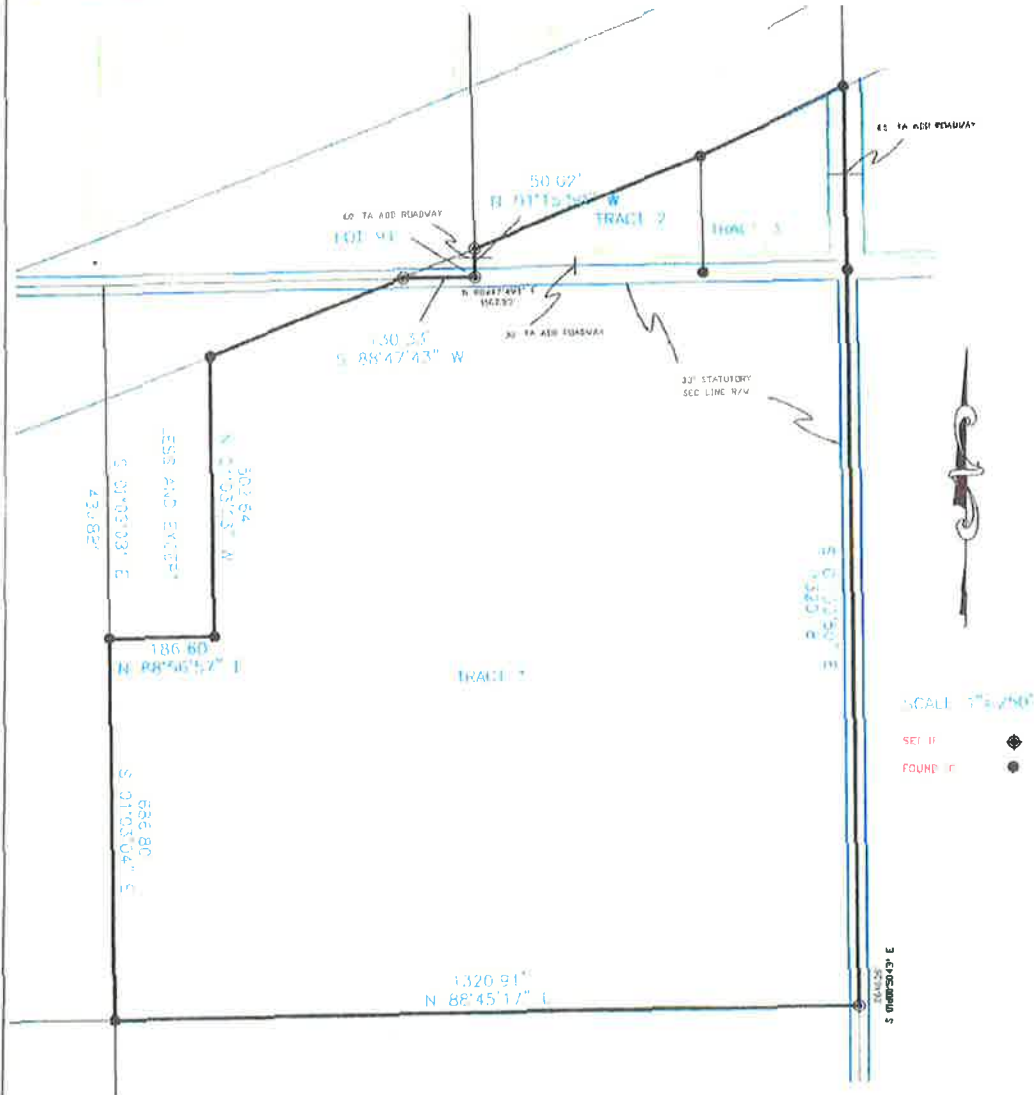
ATTEST

DEVELOPER AGREEMENT - EXHIBIT A

FOR: BURK COLLINS AND
CO., LTD.

PLAT OF SURVEY
PREPARED BY: MILLIGAN LAND SURVEYING PLLC
C.A. 5298 (PLS) exp 06/30/2019
216 PEACEABLE RIDGE McALESTER, OK 74501
Cell 918-429-5999 Fax 918-423-7761

EASEMENTS: NOT PROVIDED)



LEGAL DESCRIPTION AS PROVIDED:

TRACT 1:

ALL THAT PART OF THE N/4 NE/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN LYING SOUTH OF HIGHWAY #69, PITTSBURG COUNTY, STATE OF OKLAHOMA, PITTSBURG COUNTY, STATE OF OKLAHOMA LESS AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #69 AND THE WEST LINE OF SAID NE/4 NE/4; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NE/4 NE/4 A DISTANCE OF 430.02 FEET; THENCE EASTERLY AND PERPENDICULAR TO THE WEST LINE OF SAID NE/4 NE/4 A DISTANCE OF 186.66 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID NE/4 NE/4 A DISTANCE OF 502.64 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #69; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL THAT PART OF THE WESTERLY 405 FEET OF LOT 90 LYING SOUTH OF U.S. HIGHWAY 69 R-D-W IN TOWNSITE ADDITION #4 TO PITTSBURG COUNTY, STATE OF OKLAHOMA

TRACT 3:

THE EASTERLY 257.5 FEET OF THAT PART OF LOT 90 LYING SOUTH OF U.S. HIGHWAY 69 R-D-W IN TOWNSITE ADDITION #4 TO PITTSBURG COUNTY, STATE OF OKLAHOMA

PROPERTY ADDRESS:
TBD, SW CORNER OF
14TH STREET AND 89 HIGHWAY
MCALISTER, OKLAHOMA 74501
BASIS OF NORTH: ODOT PLANS

THIS SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS
FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA BOARD
REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

LAST SITE VISIT 3/7/2018

WILL MILLIGAN PLS 1661

Will Milligan 3/7/2018

FILE NO.: 14166095

EXHIBIT "A"

TRACT 1

All that Part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section NINETEEN (19), Township FIVE (5) North, Range FIFTEEN (15) East of the Indian Base and Meridian, lying South of Highway #69, Pittsburg County, State of Oklahoma, less and except a tract of land more particularly described as follows: Beginning at the Intersection of the Southerly right-of-way line of U.S. Highway #69 and the West line of said NE¼ NE¼; thence Southerly along the West line of said NE¼ NE¼ a distance of 430.82 feet; thence Easterly and perpendicular to the West line of said NE¼ NE¼ a distance of 186.66 feet; thence Northerly and parallel with the West line of said NE¼ NE¼ a distance of 502.64 feet to a point on the Southerly right-of-way line of U.S. Highway #69; thence Southwesterly along said right-of-way a distance of 200.00 feet to the Point of Beginning.

TRACT 2

All that part of the Westerly 405 feet of Lot NINETY (90)
lying South of U.S. Highway 69 right-of-way in
TOWNSITE ADDITION #4 to
Pittsburg County, Oklahoma

TRACT 3

The Easterly 257.5 feet of that Part of Lot NINETY (90)
lying South of U.S. Highway 69 right-of-way in
TOWNSITE ADDITION #4 to
Pittsburg County, Oklahoma

005583


SHOPS AT MCALESTER





BURK COLLINS & CO., LTD.


817-268-5489


DEVELOPER AGREEMENT - EXHIBIT C


 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers		Opinion of Probable Construction Cost	
		McAlester Town Crossing Development	
		February 20, 2017	
		Page 1 of 1	Retail Connections
Off-Site (Public Roads and Highway Intersection)			
Summary			
Item	Description	Total Price	
1	14th Street, Starting at Highway Access Road 960 linear feet South, 40 feet wide	\$ 507,562.50	
2	Tanglewood Drive, Extension through the Development to the Transition to the US 69 Access Road, 1,200 linear feet average 36' wide	\$ 536,350.00	
3	US 69 Highway Improvements including Deceleration Lanes, Turning Lanes, 14th Street Crossover, Signal	\$ 875,906.20	
Construction Total		\$ 1,919,818.70	
Off-Site Engineering Design Fees		\$ 150,000.00	
Off-Site Estimated Resident Project Representative (Hourly)		\$ 65,000.00	
Survey		\$ 25,000.00	
Geotechnical Report		\$ 10,000.00	
Total Project Cost		\$ 2,169,818.70	
The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from these estimated costs.			

 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers		Opinion of Probable Construction Cost	
		McAlester Town Crossing Development	
		February 20, 2017	
		Page 1 of 1	Retail Connections
On-Site (Construction)			
Summary			
Item	Description	Total Price	
1	Utilities Improvements (Excluding Gas Line Relocation)	\$ 328,000.00	
2	On-Site (Construction)	\$ 2,861,000.00	
3	On-Site (Parking Lot)	\$ 2,100,250.00	
Construction Total		\$ 5,289,250.00	
On-Site Engineering Design/Drainage Study Fees		\$ 251,500.00	
On-Site Landscaping Engineering Fee		\$ 25,000.00	
On-Site Platting and Zoning Assistance		\$ 20,000.00	
Survey		By Owner	
Geotechnical Report		By Owner	
Environmental Assessments		By Owner	
Total Project Cost		\$ 5,585,750.00	
<i>The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from these estimated costs.</i>			

 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers		Opinion of Probable Construction Cost			
		McAlester Town Crossing Development			
		February 20, 2017			
		Page 1 of 3		Retail Connections	
14th Street, Starting at Highway Access Road 960 linear feet South, 40 feet wide					
Item	Description	Unit	Qty	Unit Price	Total Price
1	PC Concrete for Pavement (Placement)	SY	4,300	\$25.00	\$ 107,500.00
2	PC Concrete for Pavement (Assume 6")	CY	720	\$115.00	\$ 82,800.00
3	Concrete Joint Sealing	LF	8,825	\$3.00	\$ 26,475.00
4	Concrete Curb (6" Barrier-Integral)	LF	2,565	\$10.00	\$ 25,650.00
5	Lime Stabilized Subgrade	SY	4,525	\$7.00	\$ 31,675.00
6	Geogrid / Geotextile Fabric	SY	4,525	\$3.50	\$ 15,837.50
7	Aggregate Type A	CY	1,485	\$50.00	\$ 74,250.00
8	Removal of Asphalt Pavement	SY	1,750	\$7.50	\$ 13,125.00
9	30" RCP Drainage	LF	65	\$110.00	\$ 7,150.00
10	24" RCP Drainage	LF	195	\$105.00	\$ 20,475.00
11	Drainage Junction Boxes	EA	2	\$5,000.00	\$ 10,000.00
12	Construction Staking	LS	1	\$7,500.00	\$ 7,500.00
13	Traffic Control (Tanglewood / Access Road)	LS	1	\$12,000.00	\$ 12,000.00
14	Earthwork	LS	1	\$25,000.00	\$ 25,000.00
15	Final Grading, Topsoil and Sod	SY	1,625	\$5.00	\$ 8,125.00
16	Mobilization, Bonds and Insurance	LS	1	\$40,000.00	\$ 40,000.00
Construction Subtotal					\$ 507,562.50

 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers		Opinion of Probable Construction Cost			
		McAlester Town Crossing Development			
		February 20, 2017			
		Page 2 of 3		Retail Connections	
Tanglewood Drive, Extension through the Development to the Transition to the US 69 Access Road, 1,200 linear feet average 36' wide.					
Item	Description	Unit	Qty	Unit Price	Total Price
1	PC Concrete for Pavement (Placement)	SY	5,400	\$25.00	\$ 135,000.00
2	PC Concrete for Pavement (Assume 6")	CY	900	\$115.00	\$ 103,500.00
3	Concrete Joint Sealing	LF	10,000	\$3.00	\$ 30,000.00
4	Concrete Curb (6" Barrier-Integral)	LF	2,500	\$10.00	\$ 25,000.00
5	Lime Stabilized Subgrade	SY	5,700	\$7.00	\$ 39,900.00
6	Geogrid / Geotextile Fabric	SY	5,700	\$3.50	\$ 19,950.00
7	Aggregate Type A	CY	1,900	\$50.00	\$ 95,000.00
8	Removal of Asphalt Pavement	SY	400	\$7.50	\$ 3,000.00
9	Construction Staking	LS	1	\$7,500.00	\$ 7,500.00
10	Traffic Control (Detour signs on access road)	LS	1	\$7,500.00	\$ 7,500.00
11	Earthwork	LS	1	\$30,000.00	\$ 30,000.00
12	Mobilization, Bonds and Insurance	LS	1	\$40,000.00	\$ 40,000.00
Construction Subtotal					\$ 536,350.00

 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers		Opinion of Probable Construction Cost			
		McAlester Town Crossing Development			
		February 20, 2017			
		Page 3 of 3		Retail Connections	
US 69 Highway Improvements including Deceleration Lanes, Turning Lanes, 14th Street Crossover					
Item	Description	Unit	Qty	Unit Price	Total Price
1	Asphalt Surface Course (Superpave S5 (PG64-22) 5060 SY, 2" thick	Ton	567	\$150.00	\$ 85,008.00
2	Asphalt Base Course (Superpave S3 (PG64-22) 5060 SY, 6" thick	Ton	1,700	\$145.00	\$ 246,523.20
3	Aggregate Type A	CY	1,790	\$50.00	\$ 89,500.00
4	Removal of Asphalt Pavement	SY	2,650	\$7.50	\$ 19,875.00
5	Earthwork	LS	1	\$25,000.00	\$ 25,000.00
6	Signal Lights	LS	1	\$250,000.00	\$ 250,000.00
7	Striping	LS	1	\$5,000.00	\$ 5,000.00
8	Drainage Improvements	LS	1	\$75,000.00	\$ 75,000.00
9	Construction Staking	LS	1	\$7,500.00	\$ 7,500.00
10	Traffic Control (Highway Signage, Lane Closure,)	LS	1	\$25,000.00	\$ 25,000.00
11	Final Grading, Topsoil and Sod	SY	1,500	\$5.00	\$ 7,500.00
12	Mobilization, Bonds and Insurance	LS	1	\$40,000.00	\$ 40,000.00
Construction Subtotal					\$ 875,906.20

 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers	Opinion of Probable Construction Cost				
	McAlester Town Crossing Development				
	February 20, 2017				
	Page 1 of 1		Retail Connections		
On-Site (Utilities Improvements)					
Sewer Improvements					
Item	Description	Unit	Qty	Unit Price	Total Price
1	8" Sewer Line Relocation	LF	2,000	\$50.00	\$ 100,000.00
2	4' ID Manholes Relocation	EA	8	\$3,500.00	\$ 28,000.00
Water Improvements					
3	8" Water Line Extension	LF	4,300	\$35.00	\$ 150,500.00
4	8" Gate Valves	EA	6	\$2,500.00	\$ 15,000.00
5	Fire Hydrant Assembly	EA	9	\$3,500.00	\$ 31,500.00
6	2 Year Maintenance Bond	LS	1	\$3,000.00	\$ 3,000.00
Other Utilities					
7	16" Gas Line Relocation (On-Going Investigation)	LS	1	TBD	TBD
Construction Subtotal					\$ 328,000.00



Opinion of Probable Construction Cost

McAlester Town Crossing Development

February 20, 2017

Page 1 of 1

Retail Connections

On-Site (Construction)

Item	Description	Unit	Qty	Unit Price	Total Price
1	Earthwork - General	LS	1	\$500,000.00	\$ 500,000.00
2	Fill/Cut Rough Grading (SF x 5')	CY	167,500	\$10.00	\$ 1,675,000.00
3	Fill/Cut Final Grading (SF x 1')	CY	27,300	\$10.00	\$ 273,000.00
4	Pad Grading (SF x 1')	CY	6,300	\$10.00	\$ 63,000.00
5	Drainage Improvements	LS	1	\$250,000.00	\$ 250,000.00
6	Landscaping Improvements	LS	1	\$100,000.00	\$ 100,000.00

Construction Subtotal \$ 2,861,000.00

On-Site (Parking Lot For Lot 1)

1	PC Concrete for Pavement (Placement)	SY	33,500	\$20.00	\$ 670,000.00
2	PC Concrete for Pavement	CY	5,600	\$110.00	\$ 616,000.00
3	Concrete Joint Sealing	LF	37,000	\$2.00	\$ 74,000.00
4	Concrete Curb (6" Barrier-Integral)	LF	3,000	\$10.00	\$ 30,000.00
5	Lime Stabilized Subgrade	SY	33,500	\$6.50	\$ 217,750.00
6	Geogrid / Geotextile Fabric	SY	33,500	\$3.00	\$ 100,500.00
7	Aggregate Type A, (Estimating 6" Thickness)	CY	5,600	\$50.00	\$ 280,000.00
8	Earthwork (Estimated an average of 1 foot cut / fill)	LF	11,200	\$10.00	\$ 112,000.00

Parking Lot Subtotal \$ 2,100,250.00

On-Site Construction Total \$ 4,961,250.00

**TANDY TOWN SHOPPING CENTER
1700–1762 E. CARL ALBERT PARKWAY
McALESTER, OK 74501**

September 17, 2018

Mr. Kirk Ridenour
Economic Development Director
City of McAlester
28 East Washington
McAlester, OK 74501

Dear Kirk:

Thanks for meeting last Monday with such short notice to discuss the McAlester economy, Tandy Town and the proposed shopping center development at 14th Street. I found our meeting productive and informative.

I regret that I did not previously more fully develop and discuss my concerns with respect to paragraph eight of the developer agreement regarding the potential relocation of existing merchants from existing retail venues in the City of McAlester sufficiently with Joe Ervin prior to the City Council meeting of August 28, 2018.

While the Council did clarify by additional language the length of time a new tenant in the 14th street project must maintain its original business(es) at existing location(s) in the City of McAlester when opening an additional business at the 14th street project by including the language “...for the duration of the full term of this agreement...”, the Council did not approve the disincentive measure and language suggested by Mr. Ervin in our telecom to help prevent the “poaching” of existing tenants from existing City of McAlester retail venues.

The developer has repeatedly stated that the proposed 14th street project would bring new business and new retail sales tax dollars to McAlester and that his proposed project has no intention of removing any tenants from existing locations and relocating them to the proposed project. “A rising tide lifts all boats” was a certain way that promise was emphasized. Councilman Read did express a concern during the August 28th Council meeting that the proposed project not merely “shift” retail sales tax dollars from an existing property to the proposed project, and that the proposed project should draw new tenants not presently in the City of McAlester, thereby increasing sales tax receipts and not just “trade” tax dollars from one property to another. Indeed a potential and more serious problem

with moving tenants from an existing property to the proposed project may result in merchants moving to the new venue and failing to remain in business due to the considerable increase in rent and overhead which may not be supported by their theretofore successful business model, thereby actually *reducing* retail sales tax receipts to the City.

Instead of the opposite, currently paragraph eight of the development agreement draft actually incentivizes the proposed project to entice existing retail tenants to relocate to the proposed project. Please allow me to offer an explanation via a math example. Say a 2,000 square foot existing local tenant with sales of say \$300,000 annually moves from an existing retail property to the proposed development. Under the present structure of paragraph eight the proposed TIF development would sacrifice the 4.725% ($90\% \times 5.25\%$) retail sales tax refund derived from these sales of \$14,175 in exchange for say \$20 per sq. ft. base rent plus CAM reimbursements of say \$2.50/ft. = \$22.50 sq. ft. total rent x 2,000 sq. ft. = \$45,000 per year, with annual increases for as long as that tenant remains. Now imagine this scenario repeating several times across some 60,000 plus square feet of minor spec space.

It is generally understood that retail developments these days by formula initially lose money by subsidizing their anchor tenants in build cost and rent dollars, supplement their building costs with public assistance, and ultimately realize profits from the smaller space tenants who essentially underwrite the remaining cost and offer the project its profit.

Given these metrics, and the absolute necessity to create and maintain the leasing momentum of a new project so as not to lose the favorable image of a successful project in the public's and potential new tenant pool's eyes, the developer must direct his leasing staff to acquire as many tenants as possible, as quickly as possible not already located in McAlester, but also to acquire existing tenants in the City to the proposed project. The math dictates that the project do so, the worst case being the sacrifice, as in the example, of say \$14,175 vs. the gain of \$45,000 annually. It is most important to maintain the leasing momentum hopefully for enough time to lease the majority of the smaller shop space prior to the initial and inevitable merchant failures, which failures always occur to some degree in a new retail project until the project is fully stabilized which often takes a few years.

New tenants not presently in the market will certainly increase the City's retail tax receipts, will likely capture some retail dollar leakage, and should also increase the overall retail traffic into the City from outlying areas. These are all healthy potential outcomes of the proposed TIF 14th street project. That said, we must also alleviate potential poaching and cannibalization of existing properties, which can only lead to blight and *loss* of retail sales tax receipts citywide.

In order then to maintain the status quo in the City's existing retail environments including the preservation of the existing flow of retail sales tax receipts to the City, we respectfully request the following tool be added to the development agreement for the proposed TIF project at 14th street:

"8. TENANT RESTRICTIONS. Developer will forfeit any reimbursement from sales taxes collected from any Occupant that relocated its operation to the Project from another location within the city limits of McAlester, and the annual project reimbursement payment paid to the developer shall be reduced by the sum of four (4) times the reimbursement calculation for the sales taxes collected from each such relocated occupant."

This disincentive should help the proposed development stay on track with its promise to produce *new* tax receipts from new merchants not yet located within the City's limits, preserve existing tax receipts, prevent blight, and allow for a more level playing field for property owners not blessed with a substantial TIF sales tax reimbursement package.

For all the positive reasons mentioned above, we sincerely hope the proposed 14th street TIF project is a tremendous success, but even as a rising tide lifts all boats, a reckless tide can also swamp them. Thank you in advance for your consideration.

Respectively yours,

Gene Murphy
Managing Partner
Tandy Town Shopping Center
3325 Ocean Dr.
Oxnard, CA 93035
805 985 2452
(Cell: 818 613 2126)
zephyr98@earthlink.net

cc:

John Browne
Weldon Smith
Cully Stevens
Travis Read
James Brown
Buddy Garvin
Zach Prichard
Joe Ervin



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 9, 2018</u>	Item Number:	<u>2</u>
Department:	<u>Community & Economic Development</u>		
Prepared By:	<u>Jayne Clifton, Director</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>September 26, 2018</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>5</u>

Subject

Consider and act upon, Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$20,899.97.

Recommendation

Motion to award Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$20,899.97 and to authorize the Mayor to execute the respective Building Demolition & Site Clearance Contract.

Discussion

Fourteen dilapidated structures were condemned by Resolution No 18-13 on June 26, 2018. The recommended contract is for the demolition and site clearance for three of those properties.

Balance of funding in the FY2018-2019 Budget for Demolition (01-5652319) - \$40,351.00

The following documents are attached for your reference:

1. Contract for Building Demolition & Site Clearance Services to Dustin Harris dba Harris Construction
2. Building Demolition & Site Clearance Bid Tabulation from August 22, 2018
3. Harris Construction Building Demolition & Site Clearance Bid
4. Affidavit of Publication – Notice to Bidders published on August 14 & August 18, 2018
5. Resolution No. 18-13 recorded with Pittsburg County Clerk on July 2, 2018

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	J. Clifton		
City Manager	P. Stasiak	<i>PJS</i>	<i>10-4-18</i>

CONTRACT FOR BUILDING DEMOLITION AND SITE CLEARANCE SERVICES

City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501

This Contract made this 11th day of September, 2018 between the City of McAlester, hereinafter referred to as the "City", and Dustin Harris dba Harris Construction Services, hereinafter referred to as the "Contractor".

WITNESSETH, that the City and the Contractor for the considerations stated herein mutually agree as follows:

SECTION 1 -Statement of Work

The Contractor shall furnish all supervision, equipment and labor to perform and complete all work required for the demolition and site clearance. Pursuant to the Building Demolition Specifications & Special Conditions (Attachment #3), Contractor will remove structure and resulting debris from the lot; will remove all slabs, foundations, fences, sidewalks, out-buildings and any other construction on the lot; will level lot and leave lot in a mowable condition with all small trees and bushes removed; will plug and secure sewer line at a depth of not less than 24 inches from the ground surface; will dispose of all construction and other debris only in a landfill approved by the DEQ. All real property shall be returned to its natural terrain at the following legally described property(s):

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS
308 W Adams Ave	One Story	\$4,399.99
37 W Apache Ave	Two Structures, One Story	8,999.99
1017 E Osage Ave	One Structure, Two Story	7,499.99
TOTAL AWARD		\$ 20,899.97

SECTION 2 -Contract Price

The city will pay the Contractor for the performance of said contract the sum of \$34,649.00. In addition, all salvageable materials shall become the property of the Contractor. This sum shall include all landfill dumping fees.

SECTION 3 -Contract Documents

The Contract Documents which comprise this Contract for Building Demolition and Site Clearance Services consists of the following documents attached hereto and incorporated herein by reference as if fully set out herein:

- Instructions to bidders (Bid Package)
- This Building Demolition & Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)

SECTION 4 -Insurance

The contractor agrees to provide a Public or Contractor's Liability Insurance Certificate in the amount specified below and to indemnify and hold the City harmless from any acts of negligence on the part of said Contractor.

The Contractor shall maintain in force, between the time that the Contractor commences the Building Demolition and Site Clearance Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the City for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Oklahoma law governing Workman's Compensation. Before commencing the Building Demolition and Site Clearance Work provided for in this Contract, the Contractor shall furnish the City with certificates showing that the required insurance is in force and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the City.

SECTION 5 -Worker's Compensation Insurance

It is understood and agreed to by the parties hereto that the Contractor is an independent contractor and not the employee of the City and the Contractor shall provide the City with a Certificate of Worker's Compensation Insurance Coverage as required by Oklahoma law governing Workman's Compensation; or

1. If the Contractor is a sole proprietor without any employees, the Contractor may execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act- Form Edition 21014" in lieu of providing a Certificate of Worker's Compensation Insurance; or
2. If the Contractor has employees, but by definition they are not classified as employees pursuant to 85A O.S. 2015 § 2(18)(b) "the term employee shall not include" for Worker's Compensation Insurance purposes, the Contractor may provide documentation to show their employees fall under one of the exemptions provided by 85A O.S. 2015 § 2(18)(b) and execute and provide an "Affidavit of Exempt Status Under the Worker's Compensation Act-Form Edition 21014" for themselves in lieu of providing a Certificate of Worker's Compensation Insurance.

SECTION 6 - Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work under this Contract. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonable and necessary.

SECTION 7- Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Building Demolition and Site Clearance Work.

SECTION 8- Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the City except by written instrument signed by the Contractor, accepted by the City.

SECTION 9- Inspection

The Contractor shall permit inspection by the City and other appropriate officials in order to confirm that work is conducted in accordance with the terms and conditions of this contract, and that work is satisfactorily completed.

SECTION 10-Completion and Liquidated Damages

The Contractor agrees to commence work on the date to be specified in a written "Notice to Proceed" and fully complete the project within the agreed upon consecutive calendar days thereafter. Contractor agrees to pay as liquidated damages, the sum of \$50 for each consecutive calendar day thereafter as provided by this bid package and Contract until the project is completed in full. The Bidder will be expected to complete Building Demolition and Site Clearance Services for all properties identified herein within 90 days from the date to commence work as specified in a written "Notice to Proceed", or within a time frame that is agreed to by City and Contractor.

SECTION 11 -Permits

Contractor shall be responsible for and obtain all permits required to perform the work described in this agreement. Contractor is responsible for requesting and verifying disconnection of services with all utility companies before work begins.

SECTION 12- Payment of Contract Price

Full payment will be issued by City to Contractor upon completion of all work for each individual property address awarded to the Contractor as they are completed. No Progress payments shall be made on individual properties.

SECTION 13- Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner and Owner's officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

SECTION 14- Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be executed on the day and year first above written.

Dustin Harris dba Harris Construction Services
Contractor:



Signature of Owner/Authorized Agent*

**Must have the authority to bind the contractor and to answer questions with respect to the Contract.*

City of McAlester, Oklahoma
A Municipal Corporation:

John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

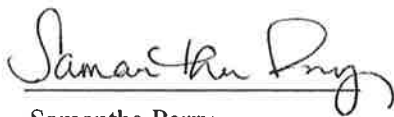
BID TABULATION

City of McAlester

Bid Opening for Building Demolition and Site Clearance Services

Wednesday, August 22, 2018, at 10:00 AM

Property Address	Bids Received		Individual Low Bidder	
	Moss Wrecker	Harris Construction	Moss Wrecker	Harris Construction
818 W Jackson Ave	\$ 4,465.00	\$ 4,999.99	\$ 4,465.00	
531 W Adams Ave	\$ 3,489.00	\$ 4,649.99	\$ 3,489.00	
324 W Madison Ave	\$ 4,490.00	\$ 4,799.99	\$ 4,490.00	
308 W Adams Ave	\$ 4,890.00	\$ 4,399.99		\$ 4,399.99
527 W Cherokee Ave	\$ 1,645.00	\$ 2,999.99	\$ 1,645.00	
411 W Delaware Ave	\$ 3,490.00	\$ 5,499.99	\$ 3,490.00	
412 W Cherokee Ave	\$ 4,490.00	\$ 4,999.99	\$ 4,490.00	
37 W Apache Ave	\$ 10,000.00	\$ 8,999.99		\$ 8,999.99
9 W Apache Ave	\$ 4,195.00	\$ 12,999.99	\$ 4,195.00	
730 S 2nd St	\$ 4,190.00	\$ 4,749.99	\$ 4,190.00	
716 S 4th St	\$ 4,195.00	\$ 4,449.99	\$ 4,195.00	
1017 E Osage Ave	\$ 9,985.00	\$ 7,499.99		\$ 7,499.99
Total	\$ 59,524.00	\$ 71,049.88	\$ 34,649.00	\$ 20,899.97
				\$ 55,548.97



Samantha Perry

Bid Opening Attendees: George Estrada, Samantha Perry, Kelby Adams, Henry Moss, Fran Harris

Harris

**ATTACHMENT #2
BID FORM FOR BUILDING DEMOLITION & SITE CLEARANCE SERVICES**

**City of McAlester
Community & Economic Development Department
Municipal Building, 28 East Washington, McAlester, Oklahoma 74501**

The undersigned, having read the documents delineated below, do hereby propose to provide the Building Demolition and Site Clearance Services at the prices stated herein:

- Instructions to Bidders (Bid Package)
- Building Demolition and Site Clearance Services Contract (Attachment #1)
- Bid Form (Attachment #2)
- Building Demolition Specifications & Special Conditions (Attachment #3)
- The following Addenda (receipt of all which are hereby acknowledged): (if none, so state)

ADDENDA NUMBER(S): _____

PROPERTY ADDRESS	TYPE OF STRUCTURE	BID PER ADDRESS ¹
818 W Jackson Ave	Two Structures, One Story	\$ 4,999.99/
531 W Adams Ave	Two Structures, One Story	4649.99/
324 W Madison Ave	Two Structures, One Story	4799.99/
308 W Adams Ave	One Story	4399.99/
527 W Cherokee Ave	One Story	2999.99/
411 W Delaware Ave	One Story	5499.99/
412 W Cherokee Ave	One Story	4,999.99/
37 W Apache Ave	Two Structures, One Story	8,999.99/
9 W Apache Ave	Two Structures, One & Two Story	12,999.99/
730 S 2 nd St	One Story	4,749.99/
716 S 4 th St	One Story	4,449.99/
1017 E Osage Ave	One Structure, Two Story	7,499.99/
		\$ 71,049.99/
¹ The Bid Price Per address shall include all Landfill Dump Fees.		
² Bidder must indicate a bid price for each individual address & not just a total lump sum for all addresses combined.		

In submitting these bids, the bidder understands that the right is reserved by the City of McAlester to accept or reject any and/or all bids or any portion thereof and to waive any informalities. Bid prices shall remain in effect for 90 days after the date that bids are opened. The City reserves the right to award one contract for all properties, individual contracts for each property or any combination thereof to the lowest and best bidder that provides the most favorable total cost to the City.

Employee Information:

1. Is the Bidder/Contractor a sole proprietor without employees: YES NO (circle one)
2. If the Bidder/Contractor has employees working for them, how many employees do you employ? 5

(BID FORM CONTINUED ON NEXT PAGE)

05/31/2017 Form

Attachment #2
City of McAlester
Bid Form for Building Demolition & Site Clearance Services

Page 2

Required Attachments:

- Table A- Proposed Subcontracts Breakdown
- Non-Collusion Affidavit
- Conflict of Interest Disclosure Form

HCS
Company or Bidder Name (Please Print or Type)

8/22/18
Date

PO BX 1185

918/424/2811
Contact Phone Number

KREBS, OK 74554
Mailing Address (Please Print or Type)


Signature of Owner or Authorized Agent

TABLE A
PROPOSED SUBCONTRACTS BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3
Name of Sub-Contractor	Type of Contract (business or profession)	Total Approximate Dollar Amount

Company

Project Name

Project Location

Company Officer (Signature)

Date

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) SS:
County of Pittsburg)

_____, of lawful age, being first duly sworn, deposes and says that:

- (1) He is Dustin Harris of HCS, the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dustin Harris
(Signed)

Owner
(Title)

Signed before me this 21st day of August, 2018.

Patricia A. Weddle
Notary Public

My Commission expires: 6/12/2021



**CITY OF MCALESTER
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of McAlester employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO

NAME(S)

POSITION(S)

Mark Coleman 8/22/18
Signature of Owner or Authorized Agent Date

POBX 1185

Krebsch. 74554
Mailing Address (Please Print or Type)

HCS
Company or Bidder Name (Please Print or Type)

918/424/2811
Contact Phone Number

AFFP

Bids on demoltion 99.53

McAlester News-Capital

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

I, Cindi Irvin, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of McAlester News-Capital, a daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the city of McAlester, for the county of Pittsburg, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

August 14, 2018, August 18, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



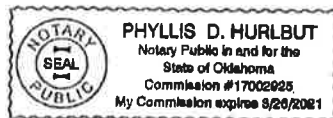
Sales Representative

Subscribed to and sworn to me this 18th day of August 2018.



Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



03100051 00022863

MCALISTER, CITY OF (LI)
PO Box 578
MCALISTER, OK 74502

(Published in the McAlester News-Capital August 14th & 18th, 2018.)

CITY OF MCALISTER
NOTICE TO BIDDERS

Notice is hereby given that the City of McAlester, Oklahoma will accept sealed bids until 10:00 a.m. (local time), Wednesday, August 22, 2018 for Building Demolition and Site Clearance Services for the various residential and related structures on the properties listed below:

PROPERTY ADDRESS	TYPE OF STRUCTURE
818 W Jackson Ave	Two Structures, One Story
531 W Adams Ave	Two Structures, One Story
324 W Madison Ave	Two Structures, One Story
308 W Adams Ave	One Story
527 W Cherokee Ave	One Story
411 W Delaware Ave	One Story
412 W Cherokee Ave	One Story
37 W Apache Ave	Two Structures, One Story
9 W Apache Ave	Two Structures, One & Two Story
730 S 2nd St	One Story
716 S 4th St	One Story
1017 E Osage Ave	One Structure, Two Story

Instruction to Bidders and Bid Packets may be obtained at the City of McAlester, Community & Economic Development Department Office, located on the second floor of the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501 or by emailing George Estrada, Building Inspector at george.estrada@cityofmcalester.com. Bids must be sealed and submitted on City bid documents.

At 10:00 a.m. (local time), Wednesday, August 22, 2018, the bids will be opened and read aloud at the Community & Economic Development Department Office, located at the Municipal Building, 28 East Washington, McAlester, Oklahoma 74501.

The City of McAlester reserves the right to reject any and all bids; waive irregularities and formalities in any bid submitted. In addition, the City reserves the right to contract with one or more parties to perform identical services as deemed appropriate.

/s/ Karen Boatright, Court Administrator Date: 8-10-18

Community & Economic
Development Department

AUG 22 2018

Received

4959

RESOLUTION NO. 18-13

A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.

WHEREAS, the City of McAlester desires to remove buildings in the community that are dangerous by reason of being dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or the property creates a fire hazard which is dangerous to other property; and

WHEREAS, the procedures as outlined in Article IX Dangerous Buildings, Section 18-531 of the McAlester Code of Ordinances and Oklahoma Statute 11 §, 22-112 Condemnation of Dilapidated Buildings- Notice - Removal - Lien has been complied with.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester, Oklahoma that:

SECTION 1: Those structures listed in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein are hereby determined to be dilapidated and dangerous buildings that constitute a detriment or hazard and that the general welfare of the community will be served by their demolition, clearance of the site, and leveling of the lot.

SECTION 2: The property owner is given thirty (30) days from this date to dismantle the structure(s), clear the site, and level the lot. The property owner is hereby granted fifteen (15) days from this date to remove all personal property from the identified structure(s) and/or obtain a Special Remodeling Permit.

SECTION 3: The City Manager and/or agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within the dates herein.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 26th day of June 2018.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: 
John Browne, Mayor




Cora Middleton, City Clerk



✓ I-2018-006206 Book 2366 Pg 263
07/02/2018 3:44 pm Pg 0263-0266
Fee \$ 19.00 Doc: \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

STATE OF OKLAHOMA)
)
COUNTY OF PITTSBURG)

SS: I-2018-006206 Book 2366 Pg:264
07/02/2018 3:44 pm Pg 0263-0266
Fee: \$ 19.00 Doc: \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on 26th day of June, 20 18, personally appeared John Browne, known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such municipal corporation for the uses and purposes therein set forth.

WITNESS MY HAND and seal the day and year last above written.

MY COMMISSION EXPIRES:

12/11/18

NOTARY PUBLIC:

Jayne L. Clifton



Exhibit A

Property Owner with Mailing Address	Property Address	Legal Description	Mortgage Holder	Reason for Condemnation	Date of Notification
1 Phil L. McMintrey 2740 N 7th St McAlester OK 74501 William Thomas Fy 3500 N Main St McAlester OK 74501	609 E Short Ave	Lot 5 Block 105 North McAlester	N/A	Dilapidated/Dangerous Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
2 Wanda Jean Orr 745 W Adams Ave McAlester OK 74501	818 W Jackson Ave	Lots 2 & 3 Block 181 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure, Unsecured & Vacant Accumulation of Debris/Dangerous	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
3 Walt & Denise Timmons 36 Blue Jay Circle McAlester OK 74501	531 W Adams Ave	S 55' Lot 4 Block 231 South McAlester	The Bank N.A. PO Box 1067 McAlester OK 74502	Dilapidated/Dangerous Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
4 Roger M Timmons 5 N Big Valley St McAlester OK 74501	324 W Madison Ave	E 2 Lot 4 Block 234 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
5 Cherie Allen 2250 W Westside Rd McAlester OK 74501	308 W Adams Ave	E 50' Lot 2 Block 304 South McAlester	N/A	Dilapidated/Dangerous Structure Accumulation of Debris/Dangerous Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
6 Melissa Smith & Minnie Belle Smith PO Box 352 Krebs OK 74554	527 W Cherokee Ave	W 40' Lot 5 Block 388 South McAlester	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
7 Robert & Eula Nash % HB Equity LLC 3810 Medical Pkwy Suite 256 Austin TX 78755	411 W Delaware Ave	E 50' Lot 9 Block 434 South McAlester	N/A	Dilapidated/Dangerous Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
8 John & Sandra Sepe % Heath & Angela Broume 719 Bronne Rd McAlester OK 74501	412 W Cherokee Ave	E 2 Lot 3 Block 434 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
9 Jim & Jonathan Mullins 37 W Apache Ave McAlester OK 74501	37 W Apache Ave	E 60' of W 110' Lot 7 & E 30' Lot 7 & W 20' Lot 8 Block 481A South McAlester	N/A	Dilapidated/Dangerous Structure Accumulation of Debris/Dangerous Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
10 Lowe Prop & Management, LLC PO Box 1591 McAlester OK 74502	9 W Apache Ave	E 90' Lot 9 Block 481A South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018
11 David & Brenda Gore 9 W Park Ave McAlester OK 74501	505 S A St	S 40' Lot 2 Block 482 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Rec: 06/14/2018 Legal Publication: 06/16/2018

I-2018-006206 Book 2366 Pg.265
07/02/2018 3:44 pm Pg 0263-0266
Fee: \$ 19.00 Doc: \$ 0.00
Hope Trammel - Pittsburg County Clerk
State of Oklahoma

Exhibit A

Property Owner with Mailing Address	Property Address	Legal Description	Mortgage Holder	Reason for Condemnation	Date of Notification
12 Jessie Thompson 8010 W Hwy 270 McAlester OK 74501	730 S 2nd St	Part of Lot 9 Block 537 South McAlester	N/A	Dilapidated/Dangerous Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
Jessie Thompson 2906 N Hickory McAlester OK 74501					
13 Brian M Timmons 2 Sharp Rock Rd McAlester OK 74501	716 S 4th St	N 59' Lot 3 Block 539A South McAlester	N/A	Accumulation of Debris/Dangerous Inadequate Light, Air, or Sanitation Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
14 Jason Valenzuela & Lucas Lowe 49 Sunny Slope Dr McAlester OK 74501	1017 E Osage Ave	Lot 11 Block 545 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018

1-2018-006206 Book 2366 Pg 266
07/02/2018 3:44 pm Pg 0263-0266
Fee \$ 19.00 Doc \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma



McAlester City Council

AGENDA REPORT

Meeting Date: October 9, 2018 Item Number: 3
Department: City Manager Account Code: _____
Prepared By: William Ervin, City Attorney Budgeted Amount: _____
Date Prepared: June 4, 2018 Exhibits: 1 (City Ordinance)

Subject

Consider and act upon, an ordinance amending the regulation marking of fire lanes within the City of McAlester; amending Chapter 102, Article II, Section 102-78, repealing all conflicting ordinances.

Recommendation

Motion to approve an ordinance amending the regulation marking of fire lanes within the City of McAlester.

Discussion

This ordinance regulates the marking of fire lanes within the City, and amends the required marking or posting of fire lanes for the City of McAlester.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

10-4-18

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 102, TRAFFIC AND VEHICLES, ARTICLE II, DIVISION 2, SECTION 102-78, MARKING OF FIRE LANES, REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

* * * * *

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

SECTION 1: Chapter 102, Article II, Division 2, Section 102-78 of McAlester Code of Ordinances is hereby amended to read as follows:

Sec. 102-78. Marking of fire lanes.

All designated fire lanes will be marked or striped ~~and~~ or posted with official signs and the fire chief will be the controlling authority on the designation of the fire lanes.

SECTION 2. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency, and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 3. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS _____ DAY OF _____, 2018.

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 _____, 2018.

By William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 9th, 2018</u>	Item Number:	<u>4</u>
Department:	<u>Expo – Finance Dept</u>	Account Code:	<u></u>
Prepared By:	<u>Billy Sumner, Expo Mgr.</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>October 3rd, 2018</u>	Exhibits:	<u>1 (Presentation)</u>

Subject

Consider and act upon, approving the unified Branding and use of the NEW City of McAlester Logo, presented by Billy Sumner, Tourism/Expo Manager.

Recommendation

Motion to approve the unified Branding and use of the NEW City of McAlester Logo, across all platforms and departments.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin		
City Manager	P. Stasiak	<u>PJS</u>	<u>10-4-18</u>

Branding Committee Members

The Branding Committee met on 3 separate occasions to discuss the logo, branding and possible adaptations.

1. Thursday September 6th at 9:00am
2. Monday, September 17th at 9:30am
3. Monday, October 1st at 9:30am

List of committee members included:

- Cully Stevens (Chairman)
- James Brown
- Billy Sumner
- Eddie Gray
- Adam Gronwald
- Rachel Lockwood
- Mary Helfenbein
- Steve Harrison
- Helen Wheeler

REVIEW:
August 28th, 2018 Council Meeting



Survey Results

- **Survey ran from August 31st until September 14th (2 weeks)**
- **145 total responses**
- **75.6 % were combined age range of 21-50**
- **Overall, how appealing is this logo for the City of McAlester? - 54.6% rated it a 6 or higher with majority being that of a 7 or 10.**
- **Do you like the "Small Town. Big Frontier." tagline? – 51.7% YES**
- **Would you support the use of this logo city wide for branding and marketing efforts? - 61.4% YES**

MC-ALESTEROK

Small Town. Big Frontier.



Small Town. Big Frontier.

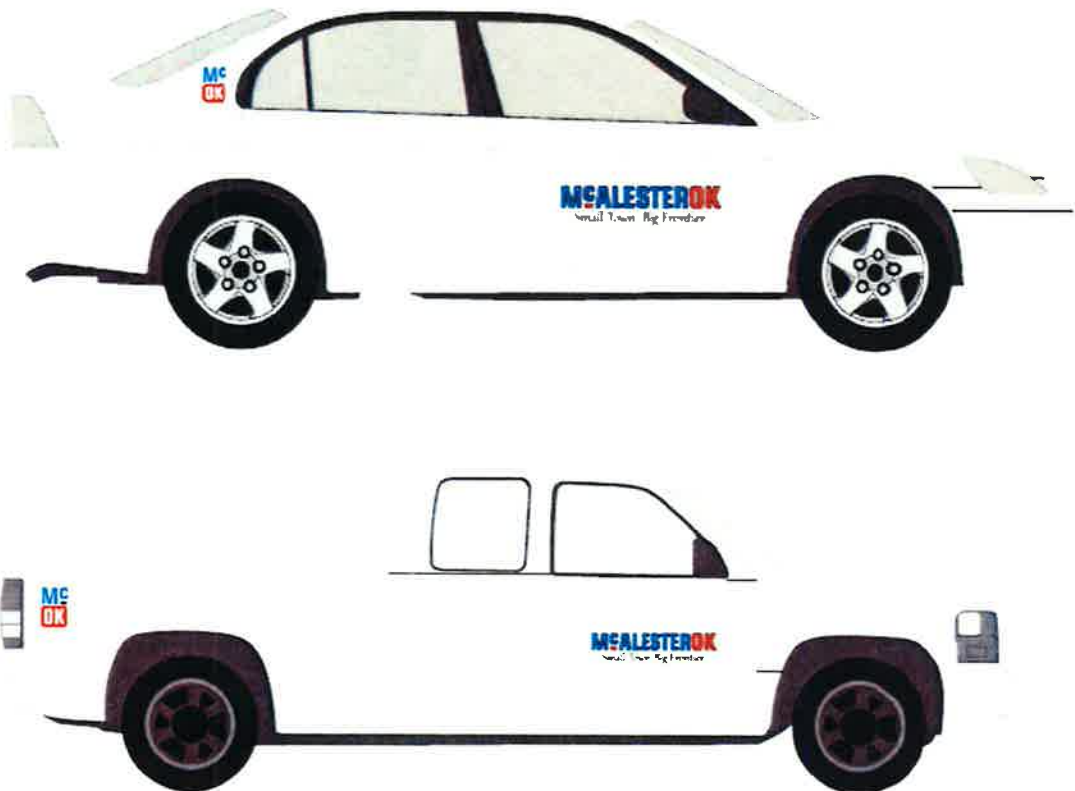
Small Town.

From the *Collins English Dictionary*: Small town is used when referring to small places, usually in the United States, where people are friendly, honest, polite and old fashioned.

Big Frontier.

The word “frontier” is packed with opportunities for multiple campaigns for Tourism and Economic Development. The interpretation of opportunity works in all cases, but “Frontier” can be used to highlight our Wild West history, the great outdoors, or new frontiers (e.g. a technological advance at Choctaw Defense or the opportunity to be the first to do something here).

The tag line is definable and not laughable. It is a memorable way to convey positive concepts we realistically embody. It also makes sense at face value. Branding is a balance between being unique and widely applicable.



McALESTEROK
Small Town. Big Frontier.

PO Box 578 (1st & Washington) McAlester, Oklahoma 74502 918-423-4300 FAX 918-421-4971 www.cityofmcalester.com

McALESTEROK
Small Town. Big Frontier.

Peter J. Stasiak
City Manager

918-423-9300 ext. 4964 (Office)
918-421-9900 (Cell)
918-421-4970 (Fax)
peterstasiak@cityofmcalester.com

Physical: 28 E. Washington
McAlester, OK 74501
Mailing: P.O. Box 578
McAlester, OK 74502

McALESTEROK
Small Town. Big Frontier.

www.cityofmcalester.com



McALESTEROK

Small Town. Big Frontier.

Business Cards

\$25 for 500

50 sets needed

Total: \$1,250

Car/Equipment Decals

600 primary decals (300 sets)

Total: \$3,191 (\$5.32 each)

800 secondary decals

Total: \$1,995 (\$2.49 each)

Embroidery for City Uniforms

\$2 more per piece for new logo

(currently only "City of McAlester")

**Numbers could be lower if shirts are
screen printed for T-Shirts*

Tourism Sign (Change out)

\$520.86

Letter Head/Thank You Cards/Email

Signatures (All Digital) – NO COST

Total Cost: \$6,956.86

THE TAGLINE

Small Town. Big Frontier.

TAGLINE RATIONALE

Small Town.

From the *Collins English Dictionary*: Small town is used when referring to small places, usually in the United States, where people are friendly, honest, polite and old fashioned.

We need to be careful to stick to a brand that we fit and not a brand that we aspire to fit. We also cannot have a target audience of everyone. We need to market to people who are looking for what we can deliver. If "small town" is a turn off in a sales pitch for McAlester, we probably are not going to make that sale. It is unlikely that anyone is going to visit McAlester and decide the "Small Town" tagline is a misfit.

Big Frontier.

As defined by authors Robert Hine and Mack Faragher*, "frontier history tells the story of the creation and defense of communities, the use of the land, the development of markets, and the formation of states." They explain, "It is a tale of conquest, but also one of survival, persistence, and the merging of peoples and cultures that gave birth and continuing life to America."

Further, "Through treaties with foreign nations and native tribes; political compromise; military conquest; establishment of law and order; the building of farms, ranches, and towns; the marking of trails and digging of mines; and the pulling in of great migrations of foreigners, the United States expanded from coast to coast, fulfilling the dreams of Manifest Destiny"**.

The word "frontier" is packed with opportunities for multiple campaigns for Tourism and Economic Development. The interpretation of opportunity works in all cases, but "Frontier" can be used to highlight our Wild West history, the great outdoors, or new frontiers (e.g. a technological advance at Choctaw Defense or the opportunity to be the first to do something here).

THE TAGLINE

Owning it.

McAlester embodies these two traits to its core. McAlester is great place to live for people that love charm and convenience. Walk or bicycle the neighborhoods and visit one of our 19 beautiful parks. Explore downtown's options for dining, shopping and in the near future an expanded nightlife! The combination of neighborhoods, community events, downtown action, the Old Town antiques district and Lake Eufaula recreation make our city top of the list for living a life of fulfillment, excitement and the knowledge of our possibilities.

The tag line is definable and not laughable. It is a memorable way to convey positive concepts we realistically embody. It also makes sense at face value. Branding is a balance between being unique and widely applicable.

PRIMARY LOGO W/ TAGLINE

McALESTEROK
Small Town. Big Frontier.

ALTERNATE LOGO W/OUT TAGLINE



LOGO RATIONALE

Modern yet organic typography represents McAlester's mix of an emerging urban downtown and traditional neighborhoods. The sunset orange & turquoise blue color scheme represents our energetic, diverse and playful nature. With the alternate logo, we feel this logo will more than likely become the "icon" of the city with many conceptual uses.

BRANDING TIMEFRAME

McAlester Tourism is seeking speedy approval on this new logo so it can be fully implemented before the first of the year. Beginning in 2019, McAlester will start a year-long celebration for its Sesquicentennial; the 150 year establishment of our town.

There are many opportunities for us to promote our city as a progressive, new urban and inclusive yet a cultural and authentic town. 2019 will see an influx of visitors to our charming city, encouraged through increased advertising efforts, amplified events and redesigned correlating tourism brochures.

Everywhere our visitors go we want them to see and realize a comprehensive campaign. Whether seeing a city employee working on the street, a city vehicle driving by or any tourism brochures collected, we want to send out a unified message that we have done our job to sell our city.

The ordering process to implement the new branding for McAlester will take approximately two months to have items in-hand; we could see full implementation by January 1, 2019.

REFERENCES

*Two renowned historians, Robert V. Hine and John Mack Faragher, present the American West as both frontier and region, real and imagined, old and new, and they show how men and women of all ethnic groups were affected when different cultures met and clashed. Their concise and engaging survey of frontier history traces the story from the first Columbian contacts between Indians and Europeans to the multicultural encounters of the modern Southwest.

**Manifest Destiny: The 19th-century doctrine or belief that the expansion of the US throughout the American continents was both justified and inevitable.



McAlester City Council

AGENDA REPORT

Meeting Date:	October 9, 2018	Item Number:	5
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	
Date Prepared:	October 2, 2018	Exhibits:	7

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2626 which established the budget for fiscal year 2018-2019; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

10-4-18

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,
AMENDING ORDINANCE NO. 2626 WHICH ESTABLISHED THE
BUDGET FOR FISCAL YEAR 2018-2019; REPEALING ALL
CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY
CLAUSE; AND DECLARING AN EMERGENCY.**

WHEREAS, the City Council heretofore adopted Ordinance No. 2626 setting forth the Budget for Fiscal Year 2018-2019 beginning July 1, 2018 and ending June 30, 2019; and

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2018-2019 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:

SECTION 1: The proposed amendment to the FY 2018-2019 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-6, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2018-2019 Budget.

SECTION 2: All portions of the existing FY 2018-2019 Budget, Ordinance No. 2626 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2018.

**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 _____, 2018.

William J. Ervin, City Attorney

[illegible][illegible]

Original Budget - Revenues ***	\$	-
Amendments		<u>35,000</u>
Current Budget - Revenues	\$	35,000
Original Budget - Expenditures	\$	891,832
Amendments		<u>35,000</u>
Current Budget - Expenditures	\$	926,832

[illegible][illegible]

City of McAlester
Budget Amendment - FY 2018-2019
Grant & Contributions
October 9, 2018

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
32	4-0-603		DONATIONS-PARKS (FOR TREES)	-	3,949	3,949
32	4-0-607		DONATIONS- FIRE		1,460	1,460
32	4-0-609		DONATIONS-POLICE		460	460
32	4-0-610		DONATIONS-UTILITIES		1,155	1,155
32	4-0-611		DONATIONS-TULSA FAIR BOOTH		431	431
32	4-0-612		DONATION-SWAT		6,434	6,434
32	4-0-614		DONATIONS-DOG PARK		869	869
32	4-0-615		DONATION-NON UNIFORM COUNCIL		4,533	4,533
32	4-0-618		EMS GRANT		53	53
32	4-0-620		DONATIONS-DISC GOLF COURSE		130	130
32	4-0-624		ARCHERY PARK GRANT		3,725	3,725
32	4-0-625		DONATION-DEAK WALKING TRACK		607	607
32	4-0-627		DONATIONS-ADA PLAYGROUND		2,721	2,721
32	4-0-628		DONATIONS-MULLEN SPLASH PAD		55,200	55,200
32	4-0-629		DONATIONS-BOMB DISPLAY		1,376	1,376
32	4-0-631		VETERAN MEMORIAL PJT REVENUE		772	772
						-
			Total		83,875	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
32	5215203	INTERDEPARTMENTAL	EXPENSE FOR PARKES (TREES)		3,949	3,949
32	5215207	INTERDEPARTMENTAL	FIRE DONATION EXPENSE		1,460	1,460
32	5215209	INTERDEPARTMENTAL	POLICE DONATION EXPENSE		460	460
32	5215210	INTERDEPARTMENTAL	UTILITY DONATION EXPENSE		1,155	1,155
32	5215211	INTERDEPARTMENTAL	TULSA FAIR BOOTH EXPENSE		431	431
32	5215212	INTERDEPARTMENTAL	SWAT DONATION EXPENSE		6,434	6,434
32	5215214	INTERDEPARTMENTAL	EXPENSES-DOG PARK		869	869
32	5215215	INTERDEPARTMENTAL	NON-UNIFORM COUNCIL EXPENSE		4,533	4,533
32	5215218	INTERDEPARTMENTAL	EMS GRANT		53	53
32	5215220	INTERDEPARTMENTAL	DISC GOLF COURSE EXPENSE		130	130
32	5215224	INTERDEPARTMENTAL	ARCHERY PARK GRANT EXPENSE		3,725	3,725
32	5215225	INTERDEPARTMENTAL	DEAK WALKING TRACK EXPENSE		607	607
32	5215227	INTERDEPARTMENTAL	ADA PLAYGROUND EXPENSE		2,721	2,721
32	5215228	INTERDEPARTMENTAL	EXPENSES-MULLEN SPLASH PAD		55,200	55,200
32	5215229	INTERDEPARTMENTAL	BOMB DISPLAY EXPENSES		1,376	1,376
32	5215331	INTERDEPARTMENTAL	VETERAN MEMORIAL PJT EXPENSE		772	772
						-
					83,875	

FUND INFORMATION

Original Budget - Revenues ***	
Amendments	83,875
Current Budget - Revenues	\$ 83,875
Original Budget - Expenditures	
Amendments	83,875
Current Budget - Expenditures	\$ 83,875

*** Does not include appropriated fund balance.

Approved by the City Council this
 October 9, 2018

Explanation of Budget Amendment:

Budget Supplement to lapse and reappropriate expenditures for the ongoing capital projects and purchases related to Fiscal Year 17-18 Capital projects.

Approved:

Mayor

Attest:

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

City Clerk

[illegible][illegible]

Original Budget - Revenues ***	\$ 358,952
Amendments	-
Current Budget - Revenues	\$ 358,952
Original Budget - Expenditures	\$ 875,267
Amendments	188,318
Current Budget - Expenditures	\$ 1,063,585

A1119-004

[illegible][illegible]

Original Budget - Revenues ***	\$ 99,900
Amendments	3,000
Current Budget - Revenues	\$ 102,900
Original Budget - Expenditures	\$ 99,900
Amendments	3,000
Current Budget - Expenditures	\$ 102,900

A1119-005

[illegible][illegible]

Council Chambers
Municipal Building
September 25, 2018

The McAlester Airport Authority met in Regular session on Tuesday September 25, 2018, at 6:00 P.M. after proper notice and agenda was posted September 21, 2018.

Present: Travis Read, James Brown, Zach Prichard, Weldon Smith, Cully Stevens, & John Browne
Absent: Buddy Garvin
Presiding John Browne, Chairman

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

- Approval of the Minutes from the September 11, 2018, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 18, 2018. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 1,179.19 and Airport Grant \$ 31,190.00.
- Confirm action taken on City Council Agenda Item 2, authorization for the Mayor, Chief Finance Officer, and City Attorney to sign all required documents for the final payment and closeout for Project 3-40-0057-015-2017 "Rehabilitate Runway 2/20 and Connecting Taxiways (Design Only)". (*David Horinek, Public Works Director*)
- Confirm action taken on City Council Agenda Item 3, authorization for the Mayor and City Attorney to sign all required documents for the bidder selected, including the grant application, grant agreement, the construction contract, the sponsor's certifications and any other documents related to the project "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-18-FS. All referenced documents will be forth coming from LBR Inc., The Federal Aviation Administration and The Oklahoma Aeronautical Commission. (*David Horinek, Public Works Director*)

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

AYE: Trustees Brown, Smith, Read, Prichard, Stevens & 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. Read.

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

AYE: Trustees Brown, Smith, Read, Prichard, Stevens & Chairman Browne
NAY: None

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
September 25, 2018

The McAlester Public Works Authority met in Regular session on Tuesday September 25, 2018, at 6:00 P.M. after proper notice and agenda was posted September 21, 2018.

Present: Travis Read, Weldon Smith, James Brown, Zach Prichard, Cully Stevens & John Browne
Absent: Buddy Garvin
Presiding: John Browne, Chairman

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

- Approval of the Minutes from the September 11, 2018, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B regarding claims ending September 18, 2018. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 84,019.61.

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

AYE: Brown, Smith, Read, Stevens, Prichard & 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. Read. There was no discussion and the vote was taken as follows:

AYE: Trustees Brown, Smith, Read, Stevens, Prichard & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 24, 2018

The McAlester Economic Development Authority met in Special session on Tuesday July 24, 2018, at 6:00 P.M. after proper notice and agenda was posted July 20, 2018.

Present: Travis Read, Weldon Smith, James Brown, Zach Prichard, Cully Stevens, Buddy Garvin & John Browne
Absent: None
Presiding: John Browne, Chairman

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

- Confirm action taken on City Council Agenda Item 4, an Ordinance of the City of McAlester relating to the exercise of certain constitutional powers in regards to the McAlester Southside Reinvestment Area Project Plan and the establishment and administration of a Tax Increment Finance District. *(Joe Ervin, City Attorney)*

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

AYE: Trustees Brown, Read, Smith, Garvin & Chairman Browne.
NAY: Trustees Stevens & Prichard

Chairman Browne declared the motion carried.

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

AYE: Trustees Brown, Read, Smith, Garvin & Chairman Browne.
NAY: Trustees Stevens & Prichard

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

The McAlester Economic Development Authority met in Special session on Tuesday August 28, 2018, at 6:00 P.M. after proper notice and agenda was posted August 24, 2018.

Present: Travis Read, Weldon Smith, James Brown, Zach Prichard, Cully Stevens & John Browne
Absent: Buddy Garvin
Presiding: John Browne, Chairman

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

- Approval of the Minutes from the July 24, 2018 Special Meeting of the McAlester Economic Development Authority. (*Cora Middleton, City Clerk*)
- Consider and act upon, to approve a Developer Agreement for the Shops at McAlester Project located at 14th Street and George Nigh Expressway in the City of McAlester, Oklahoma. (*William Ervin, City Attorney*)
- Consider and act upon, to approve a Resolution of the McAlester Economic Development Authority to facilitate administration of the funds allocated to the MEDA from TIF District Number 1 for the City of McAlester. (*William Ervin, City Attorney*) Resolution No. 18-01-MEDA, as amended.

Mr. Prichard commented that the vote on the July 24, 2018 minutes were incorrect and needed to be corrected. He added that he still felt that this was a violation of the Charter and the Authority was creating an obligation. He requested that the Board not approve this and take it to a vote of the citizens.

Mr. Ervin explained that the resolution refers to the obligation of the McAlester Economic Development Authority to administer the funds created by the ordinance. He stated that it was not an obligation created by the Developer Agreement or a third party.

Mr. Prichard stated that it was clear that the Developer would be paid up to \$5.5 million.

Mr. Ervin stated that if the Board had concerns, they could drop the work “agreement” and just have “ordinance and plan”.

Chairman Browne moved to amend the motion to add the removal of the word “agreement”. Both Trustees Smith and Read accepted the amendment.

Mr. Read clarified that this was with the amendments that had been discussed. Chairman Browne confirmed that the motion would include those amendments.

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

AYE: Trustees Brown, Read, Smith & Chairman Browne

NAY: Trustees Stevens & Prichard

Chairman Browne declared the motion carried.

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

AYE: Trustees Brown, Read, Smith & Chairman Browne.

NAY: Trustees Stevens & Prichard

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary



McAlester Economic Development Authority

AGENDA REPORT

Meeting Date:	October 9, 2018	Item Number:	MEDA
Department:	William J. Ervin, City Attorney	Account Code:	
Prepared By:	October 3, 2018	Budgeted Amount:	
Date Prepared:		Exhibits:	2

Subject

Consider and act upon, to approve the Developer Agreement for the Shops at McAlester Project located at 14th Street and George Nigh Expressway in the City of McAlester, Oklahoma.


Recommendation

The attached Draft Developer Agreement has been submitted by Burk Collins Company and is ready for consideration and approval by the McAlester Economic Development Authority.

Discussion

The attached agreement is the form of the proposed agreement between the McAlester Economic Development Authority and Shops At McAlester, a limited liability corporation, for the delivery of project cost reimbursement incentive payments, and providing for the rights and obligations of the MEDA and the developer.

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak 	10-4-18