



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, October 23, 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 October 9, 2018, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for October 3, 2018 through October 16, 2018. *(Toni Ervin, Assistant City Manager)*
- C. Consider and act upon, approval of an Assignment and Assumption Agreement, consenting to the change of assignment regarding Consolidated Benefits Resources. *(Peter Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, DEDICATING A PLATTED ROADWAY LOCATED IN TOWNSITE ADDITION NO. 5 (TSA NO. 5) PITTSBURG COUNTY, OKLAHOMA. BEING FORTY FEET (40') IN WIDTH AND FIVE HUNDRED FEET (500') IN LENGTH, LOCATED BETWEEN TSA 5 LOT NOS. SIXTY EIGHT (68) AND EIGHTY EIGHT (88) AS A PUBLIC STREET OF THE CITY OF MCALESTER, OKLAHOMA, MORE COMMONLY KNOWN AND NAMED EAST KIOWA AVENUE, AND DECLARING AN EMERGENCY.

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. (Kirk Ridenour, Economic Development)

Executive Summary

The attached Developer Agreement is ready for consideration and approval by the council as to form only.

2. Presentation of Financial Reporting Under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of July 1, 2018. (Bruce R. Nordstom, FSA, EA, MAAA, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)

Executive Summary

Motion to accept and place on file the Actuarial Report for period ending July 1, 2018.

3. Discussion on the residential sewer drainage located at 411 and 415 East Miami Ave. (*Peter Stasiak, City Manager*)

Executive Summary

Discussion.

4. **TABLED FROM OCTOBER 9TH, 2018 COUNCIL MEETING:** Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205245-ME. (*Cora Middleton, City Clerk*)

Executive Summary

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

5. Consider and act upon, approval of an ordinance of the City of McAlester; authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately, repealing all conflicting ordinances. (*Peter Stasiak, City Manager*)

Executive Summary

Motion to approve the ordinance authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately.

6. 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, Assistant City Manager*)

Executive Summary

Motion to approve the budget amendment ordinance.

7. Discussion on Monthly Financial update. *(Toni Ervin, Assistant City Manager)*

Executive Summary

Discussion on City of McAlester's Financial update.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 9, 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 16, 2018. *(Toni Ervin, Assistant City Manager)*
- Confirm action taken on City Council Agenda Item 6, 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, Assistant City Manager)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 9, 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 16, 2018. *(Toni Ervin, Assistant City Manager)*
- Confirm action taken on City Council Agenda Item 5, approval of an ordinance of the City of McAlester; authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately, repealing all conflicting ordinances. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, 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, Assistant City Manager)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the September 25, 2018 Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of October, 2018, *(Toni Ervin, Assistant City Manager)*

ADJOURN MRTA

MCALESTER ECONOMIC DEVELOPMENT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 9, 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. *(Kirk Ridenour, Economic Development)*

ADJOURN MEDA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.2 et.seq. Oklahoma Statutes, to wit:

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

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, October 9, 2018, at 6:00 P.M. after proper notice and agenda was posted, October 5, 2018 at 4:55 P.M.

Call to Order

Mayor Browne called the meeting to order.

Harold Meashintubby gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Pete Stasiak, City Manager; Toni Ervin, CFO; Brett Brewer, Fire Chief; An-Chen, Chief Accountant; Billy Sumner, Tourism/Expo 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.

Cherrie Allen, 2250 Westside Rd., McAlester, OK addressed the Council regarding her property at 308 W. Adams Ave.

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)* In the following amounts: General Fund - \$72,805.49; Nutrition - \$1,130.21; Landfill Res./Sub-Title D - \$805.00; Tourism Fund - \$5,751.34; SE Expo Center - \$1,237.44; E-911 - \$895.95; Economic Development - \$10,250.50; Fleet Maintenance - \$13,474.84; Worker's Compensation - \$1,750.00; Dedicated Sales Tax-

MPWA - \$500.00; CIP Fund - \$36,022.00; Technology Fund - \$2,040.00; Stormwater Fund - \$15,698.48 and Infrastructure Fund - \$58,155.97.

- 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)*

Councilman Prichard requested that Item “D” be removed for individual consideration.

Councilman Smith moved to approve the Consent Agenda Items “A, B, C and E”. The motion was seconded by Councilman Brown. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

Items Removed from Consent Agenda

- D. Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205245-ME. *(Cora Middleton, City Clerk)*

Councilman Prichard inquired about the nature of this claim.

There was a brief discussion concerning the claim, the City’s right of way in relation to the citizen’s property, why repairs had not been completed, having the claimant, Mr. Butler present to speak to the Council and the decision of the City’s insurance carrier.

Councilman Brown moved to pay this claim.

There was another brief discussion regarding the City’s insurance carrier’s recommendation, what the claimant was requesting to be repaired, what the City would repair and having Mr. Butler address the Council regarding his claim.

A motion was made by Councilman Brown and seconded by Vice-Mayor Stevens to table Consent Agenda Item “D”.

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

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

NAY: None

Mayor Browne declared the motion carried.

Councilman Smith moved to open a Public Hearing to address two (2) proposed ordinances. The motion was seconded by Vice-Mayor Stevens, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:13 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 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.

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

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

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:13 P.M.

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.

Mayor Browne stated that this item was being pulled. He added that the attorneys were still discussing this matter.

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.

Director Clifton addressed the Council explaining that this agreement was for three (3) of the fourteen (14) structures that had been condemned on June 26, 2018. She added that she had included the balance for Demolitions and there was enough to cover this agreement.

Director Clifton then addressed Ms. Allen's request reviewing the notification process for property that was being considered for condemnation and adding that it had been eighty (80) days since the property had been condemned.

There was discussion regarding Ms. Allen's property, the cost of demolition, a potential buyer for Ms. Allen's property, how long this structure had been vacant, the length of time that had expired since the notifications had been mailed, the amount of contacts that had been made with Ms. Allen, the information that was furnished in those contacts and the typographical error in the contract that needed to be corrected prior to the Mayor's signature.

A motion to award Building Demolition & Site Clearance Contracts with Dustin Harris dba Harris Construction in the sum of \$20,899.97 and authorize the Mayor to execute the respective contracts was made by Councilman Smith. The motion was seconded by Councilman Prichard, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

Chief Brewer addressed the Council explained that they were requesting changing the language in Section 102-78 to replace the word "and" with "or".

Councilman Prichard asked why the change was being requested and if there had been issues in the past with enforcement.

Chief Brewer explained that in some Fire Lanes signs could not be placed and in those areas the Police Department could not enforce those lanes. He added that the Fire Marshall had been

contacted in the past asking that this language be addressed because the Officers did not feel they could enforce it with the current language.

ORDINANCE NO. 2637

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.

There was no further discussion, and a motion to approve **ORDINANCE NO. 2637**, amending Section 102-78 was made by Councilman Smith. The motion was seconded by Councilman Garvin, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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.

Expo Manager Billy Sumner addressed the Council reviewing the previous presentation made, during the August 28, 2018 Council meeting, concerning the proposed new Branding of the City of McAlester. He updated them on the activities of the Committee that had been formed to review and gather public input about the proposed logo. He reviewed the survey results and commented that the consensus had been to remove "1869" because it dated the logo.

There was discussion concerning the research that the Committee had done, the feedback they had received, what identified McAlester in this logo, its' similarity to another community's logo and the cost of implementing this logo city wide.

A motion to approve the unified Branding and use of the new City of McAlester logo across all platforms and departments was made by Vice-Mayor Stevens. The motion was seconded by Councilman Smith, and the vote was taken as follows:

AYE: Councilman Stevens, Brown, Garvin, Prichard & Mayor Browne

NAY: Councilman Smith

Mayor Browne declared the motion carried.

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.

CFO Ervin addressed the Council reviewing the Budget amendments explaining that these were to lapse and re-appropriate expenditures for the ongoing capital projects and purchases for Fiscal Year 17/18 Capital projects.

There was a brief discussion concerning the Defense Grant and the related projects.

ORDINANCE NO. 2638

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.

There was no further discussion, and Councilman Smith moved to approve **ORDINANCE NO. 2638**, amending Fiscal Year 2018/2019 Budget. the motion was seconded by Councilman Prichard, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

Councilman Brown moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Garvin, and the vote was taken as follows:

AYE: Councilman Brown, Garvin, Smith, Stevens, 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 updated the Council on the status and activities at the Federal Building. He added that the goal was still to have the Police Department and related departments moved into that building by December 25, 2018.

Remarks and Inquiries by City Council

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

Councilman Stevens inquired about using the Court room at the Federal Building to conduct the Council meetings.

Manager Stasiak commented that that was not currently in the plans but if the Council chose to do that the City would look into making it happen. He added that a dais similar to the one in the current Chambers would have be constructed.

Councilman Prichard commented that he would like to that option.

Mayor's Comments and Committee Appointments

Mayor Browne commented that he had attended that "Indigenous Peoples" Day parade yesterday and the gathering that followed in Chadick Park. He stated that there had been a big turnout and a good celebration. He stated that last week he had been in Washington D.C. with the McAlester Stampede and some of the topics that had been discussed were the Haywood Gate, the Direct Hire capability at the McAlester Army Ammunition Plant (McAAP) and the railroad from McAlester to Shawnee. He added that the money that the City spent on the Stampede, MDSA and the Spectra contracts was a very good investment. He commented that when attending the Stampede, it was apparent that (McAAP) was of interest to the Army.

Recess Council Meeting

Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Stevens.

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

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

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 6:50 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 6:52 P.M.

Adjournment

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 6:52 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

October 3, 2018

Thru

October 16, 2018

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1	MISC VENDOR					
	JOHN BROWNE	I-201810111344	01 -5101331	EMPLOYEE TRAV TRAVEL EXP-STAMPEDE	089305	204.00
	JAYME CLIFTON	I-201810151351	01 -5652331	EMPLOYEE TRAV TRAVEL REIMB-APA-OK CONF	089306	399.62
	SAMANTHA PERRY	I-201810151352	01 -5652331	EMPLOYEE TRAV TRAVEL REIMB-APA-OK CONF	089307	248.12
01-A00202	ADT SECURITY SERVICES					
		I-674322781	01 -5542308	CONTRACTED SE SECURITY ALARM	089309	46.79
01-A00267	AIRGAS, INC					
		I-9956620965	01 -5542203	REPAIRS & MAI BOTTLE RENTAL	089310	72.90
		I-9956620967	01 -5432202	OPERATING SUP OXYGEN	089310	624.40
		I-9956621978	01 -5542203	REPAIRS & MAI BOTTLE RENTAL	089310	44.00
		I-9956621978	01 -5543203	REPAIRS & MAI BOTTLE RENTAL	089310	44.00
01-A00362	VYVE BROADBAND					
		I-201810041326	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP	089250	62.95
		I-201810041326	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	089250	89.95
		I-201810101339	01 -5542328	INTERNET SERV INTERNET SVS-STIPE	089298	83.64
		I-201810101339	01 -5542328	INTERNET SERV INTERNET SVS-PARKS	089298	77.63
		I-201810101339	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	089298	77.63
		I-201810101339	01 -5865328	INTERNET SERV INTERNET SVS-STREETS	089298	77.64
01-A00751	ATWOODS					
		I-4615/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	42.91
		I-4616/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	67.94
		I-4618/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	22.19
		I-4624/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	133.21
		I-4627/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	19.93
		I-4652/9	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	5.71
		I-4655/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	78.38
		I-4669/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089314	23.97
01-B00170	BEARS MANAGEMENT GROUP,					
		I-6245	01 -5542209	PLAYGROUND MA REPLACE NET @ MULLENS	089316	1,885.00
01-B00180	UNION IRON WORKS, INC.					
		I-S2099367.001	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089317	83.73
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2400469.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089320	76.13
		I-S2423885.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089320	16.90
01-C00100	CLEET					
		I-SEPT 2018	01 -2100	CLEET PAYABLE CLEET PAYABLE	089253	4,772.58
01-C00149	CANON FINANCIAL SERVICE					
		I-19264004	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	089254	725.00
01-C00245	CATHEY & ASSOCIATES, L.					

PACKET : 16988 16991 16996 16999 17025
VENDOR SET: Mult
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-C00245	CATHEY & ASSOCIATES, L.	continued					
		I-45222-fee	01	-5548316	REPAIRS & MAI GARAGE DOOR REPAIRS	089323	5.00
		I-45398	01	-5548316	REPAIRS & MAI GARAGE DOOR REPAIRS	089323	1,734.00
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-STIPE	089255	165.12
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-1600 E COLLEGE "C"	089255	26.40
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-FIRE STAT 3	089255	25.14
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-CITY HALL	089255	57.17
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-CEMETERY	089255	41.24
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-OAK HILL	089255	29.55
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-MAINT SHOP	089255	25.14
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-LIBRARY	089255	86.16
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-EMER RESPONSE	089255	54.46
		I-201810041334	01	-5215314	GAS UTILITY GAS UTILITY-315 E KREBS	089255	25.14
		I-201810101341	01	-5215314	GAS UTILITY GAS UTILITY-802 E HARRISON	089299	25.14
		I-201810101341	01	-5215314	GAS UTILITY GAS UTILITY-EXPO	089299	133.29
		I-201810101341	01	-5215314	GAS UTILITY GAS UTILITY-ARMORY	089299	38.17
		I-201810101341	01	-5215314	GAS UTILITY GAS UTILITY-FIRE STATION 2	089299	33.80
01-C00530	CMI INC						
		I-8016921	01	-5321202	OPERATING SUP MOUTH PIECES	089324	115.00
01-C00646	COMPTON ELECTRIC COMPAN						
		I-1905	01	-5544308	CONTRACT LABO LIGHT POLE RPRS-SBC	089325	100.00
01-C00900	CYNTHIE CUMBIE dba CUST						
		I-595730	01	-5431207	CLOTHING ALLO UNIFORMS	089328	300.00
01-D00170	DAVIS PIPE & SUPPLY						
		I-S1520538	01	-5542319	LIGHTS REPLAC PARTS FOR CHRISTMAS LIGHT	089330	176.18
		I-S1520538.001	01	-5542319	LIGHTS REPLAC PARTS FOR CHRISTMAS LIGHT	089330	7,110.69
01-D00684	DR. JASON MCELYEA						
		I-201810181361	01	-5432308	CONTRACTED SE CONTRACT EMS SVS-10/1-10/15/18	089337	1,071.00
01-E00024	STANLEY RAY OWENS DBA E						
		I-3518	01	-5542203	REPAIRS & MAI 4 MOS BATHROOM SVS-ARCHER	089338	120.00
		I-3551	01	-5542203	REPAIRS & MAI 4 MOS BATHROOM SVS-ARCHER	089338	240.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201810111346	01	-5321212	FUEL EXPENSE FUEL EXP-POLICE	089343	8,519.66
		I-201810111346	01	-5431212	FUEL EXPENSE FUEL EXP-FIRE	089343	1,172.72
		I-201810111346	01	-5542212	FUEL EXPENSE FUEL EXP-PARKS	089343	1,607.14
		I-201810111346	01	-5547212	FUEL EXPENSE FUEL EXP-CEMETERY	089343	415.15
		I-201810111346	01	-5548212	FUEL EXPENSE FUEL EXP-FAC MAINT	089343	240.66
		I-201810111346	01	-5652212	FUEL EXPENSE FUEL EXP-CODES	089343	299.01
		I-201810111346	01	-5225212	FUEL EXPENSE FUEL EXP-IT	089343	66.12
		I-201810111346	01	-5322212	FUEL EXPENSE FUEL EXP-ANIMAL CNTL	089343	370.71

PACKET : 16988 16991 16996 16999 17025

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00015	FLEETCOR TECHNOLOGIES	continued				
	I-201810111346	01 -5432212	FUEL EXPENSE	FUEL EXP-AMBULANCE	089343	1,392.60
	I-201810111346	01 -5544212	FUEL EXPENSE	FUEL EXP-SBC	089343	225.14
	I-201810111346	01 -5865212	FUEL EXPENSE	FUEL EXP-STREETS	089343	2,837.79
	I-201810111346	01 -5653212	FUEL EXPENSE	FUEL EXP-SAFETY	089343	55.49
01-F00141	WITMER PUBLIC SAFETY GR					
	I-E1758486	01 -5431207	CLOTHING ALLO	BADGES	089346	401.99
01-G00010	G C RENTAL CENTER, INC					
	I-54540	01 -5865218	STREET REPAIR	EQUIPMENT RENTAL FEE	089348	139.99
	I-54545	01 -5547203	REPAIRS & MAI	EQUIP RENTAL-GRAVES	089348	325.00
01-H00045	CHEROKEE NATION ENTERTA					
	I-879	01 -5542331	EMPLOYEE TRAV	LODGING-PARKS	089351	197.16
	I-884	01 -5547331	TRAVEL & TRAI	LODGING-CEMETERY	089351	197.16
	I-888	01 -5542331	EMPLOYEE TRAV	LODGING-PARKS	089351	197.16
	I-937	01 -5542331	EMPLOYEE TRAV	LODGING-PARKS	089351	197.16
	I-939	01 -5542331	EMPLOYEE TRAV	LODGING-PARKS	089351	197.16
01-I00000	IAFC					
	I-94689 18-19	01 -5431330	DUES & SUBSCR	MEMBERSHIP DUES 18-19	089353	239.00
01-I00115	INTERMEDIX TECHNOLOGIES					
	I-201810181360	01 -5432308	CONTRACTED SE	CONTRACT EMS SVS-SEPT 2018	089355	1,828.23
01-I00120	TYLER TECHNOLOGIES					
	I-130-2890	01 -5225349	SOFTWARE MAIN	BRAZOS RDC MAINTENANCE	089356	4,000.00
01-I00140	INDIAN NATION WHOLESALE					
	I-6968970	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	089357	318.77
	I-6969827	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	089357	110.34
	I-6970557	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	089357	270.34
	I-6971250	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	089357	250.34
	I-6973856	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	089357	32.69
	I-6982575	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	089357	169.19
01-I00262	INVESTIGATIVE CONCEPTS,					
	I-1212127504	01 -5653348	DRUG TESTING/	BACKGROUND CHECKS	089359	79.85
01-J00110	JACKIE BRANNON CORR. CT					
	I-SEPT2018CEMETERY	01 -5547308	CONTRACTED SE	INMATE FEES-CEMETERY	089360	405.00
	I-SEPT2018PKWY	01 -5542308	CONTRACTED SE	INMATE FEES-PARKS	089360	405.00
01-J00121	JAMESCO ENTERPRISES, LL					
	I-18916	01 -5542202	OPERATING SUP	JANITORIAL SUPPLIES	089361	746.53
	I-19051	01 -5542202	OPERATING SUP	JANITORIAL SUPPLIES	089361	483.48
	I-19099	01 -5215202	OPERATING SUP	JANITORIAL SUPPLIES	089361	293.83
	I-19108	01 -5542202	OPERATING SUP	JANITORIAL SUPPLIES	089361	525.04

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00340	JIM WOOD REFRIGERATION					
		I-18-20060	01 -5544203	REPAIRS & MAI REPAIRS ON ICE MACHINE	089363	296.50
01-L00067	COMPLIANCE RESOURCE GRO					
		I-2018-4	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	089368	495.00
		I-47562	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	089368	100.00
		I-47563	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	089368	156.00
01-L00380	LOCKE SUPPLY CO.					
		I-35455404-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089370	88.51
		I-35511918-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089370	18.97
01-L00428	LOWE'S CREDIT SERVICES					
		I-02005	01 -5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	089371	56.94
		I-02809	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089371	23.73
		I-06091	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089371	127.15
		I-07755	01 -5542203	REPAIRS & MAI MISC REPAIR/MAINT ITEMS	089371	68.51
		I-07939	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089371	13.22
		I-901668	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089371	92.27
		I-902089	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089371	130.04
		I-99902519	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089371	39.88
01-M00089	MARK EMMONS PHOTOGRAPHY					
		I-18-00348	01 -5210480	CONTINGENCY PHOTOGRAPHS	089373	1,185.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00136552	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089379	24.99
01-MC0170	MCALESTER REGIONAL HOSP					
		I-CITYLAB 9/30/18	01 -5653348	DRUG TESTING/ DRUG SCREENS	089380	156.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700644	01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	089381	485.00
01-N00028	NATHAN R OSBORNE DBA SO					
		I-SOS-2018-15	01 -5652318	ABATEMENTS CONTRACT ABATEMENT MOWING	089382	730.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-300021912	01 -5212317	ADVERTISING & COUNCIL & MISC PUBLICATIO	089383	42.65
		I-658 10/17/18	01 -5653317	ADVERTISING & JOB POSTINGS	089383	422.00
		I-CLOSING	01 -5652317	ADVERTISING & PUBLICATION FEES	089383	43.00
		I-CW GARAGE SALE AD	01 -5212317	ADVERTISING & CITY WIDE GARAGE SALE AD	089383	250.00
		I-TRAILER ORDINANCE	01 -5652317	ADVERTISING & PUBLICATION FEES	089383	36.15
		I-VARIANCE	01 -5652317	ADVERTISING & PUBLICATION FEES	089383	55.85
01-O00219	OKLA BUREAU OF NARCOTIC					
		I-SEPT 2018	01 -2103	OBN PAYABLE (OBN PAYABLE	089258	57.54
01-O00270	OKLA DEPT OF AGRICULTUR					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000270	OKLA DEPT OF AGRICULTUR	continued				
		I-00094	01 -5542331	EMPLOYEE TRAV AG CONF TESTING-PARK	089390	200.00
		I-00094	01 -5544331	EMPLOYEE TRAV AG CONF TESTING-SBC	089390	100.00
01-000427	OKLA UNIFORM BUILDING C					
		I-SEPT 2018	01 -5652336	FEES BUILDING PERMIT FEES	089300	92.00
01-000595	OSBI					
		I-SEPT 2018	01 -2101	AFIS PAYABLE PAYABLES-AFIS	089259	4,589.00
		I-SEPT 2018	01 -2102	FORENSICS PAY PAYABLES-FORENSIC	089259	4,397.92
		I-SEPT 2018	01 -2106	OSBI-LAB FEE PAYABLES-LAB	089259	76.22
01-P00023	P & K EQUIPMENT, INC					
		I-1659347	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089392	179.97
		I-2967734	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089392	192.91
		I-2969361	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089392	32.58
		I-2978398	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089392	42.93
		I-2983521	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089392	113.98
		I-2984587	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089392	169.00
		I-2993021	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089392	39.88
01-P00210	PEPSI COLA					
		I-10002467	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	089393	383.00
		I-10002507	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	089393	134.00
01-P00242	PETER STASIAK					
		I-201810151350	01 -5210331	EMPLOYEE TRAV MILEAGE REIMB-DURANT TRIP	089394	87.75
01-P00250	PETTY CASH					
		I-JULY-SEPT 2018	01 -5652336	FEES FILING FEES	089260	19.00
		I-JULY-SEPT 2018	01 -5321202	OPERATING SUP LOST TAG FEE	089260	10.50
		I-JULY-SEPT 2018	01 -5652336	FEES FILING FEES	089260	15.00
		I-JULY-SEPT 2018	01 -5865212	FUEL EXPENSE REIMB FUEL EXP-STREETS	089260	156.51
		I-JULY-SEPT 2018	01 -5865202	OPERATING SUP OIL FOR CHOP SAW	089260	13.13
		I-JULY-SEPT 2018	01 -5215202	OPERATING SUP NORMAN RETIREMENT PARTY	089260	35.14
		I-JULY-SEPT 2018	01 -5431202	OPERATING SUP TAG & TITLE - 2018 E-450	089260	49.00
		I-JULY-SEPT 2018	01 -5652336	FEES FILING FEES	089260	15.00
		I-JULY-SEPT 2018	01 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE	089260	24.99
		I-JULY-SEPT 2018	01 -5324207	CLOTHING ALLO BOOT ALLOWANCE	089260	60.18
		I-JULY-SEPT 2018	01 -5431202	OPERATING SUP TAG & TITLE FEES	089260	64.50
		I-JULY-SEPT 2018	01 -5652336	FEES FILING FEES	089260	21.00
		I-JULY-SEPT 2018	01 -5321331	EMPLOYEE TRAV MEAL REIMB-ADA TRAINING	089260	57.00
		I-JULY-SEPT 2018	01 -4-0-406	SWIMMING POOL POOL MONEY	089260	93.00
		I-JULY-SEPT 2018	01 -4-0-406	SWIMMING POOL POOL MONEY	089260	132.50
		I-JULY-SEPT 2018	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-SBDC WILBURTON	089260	33.25
		I-JULY-SEPT 2018	01 -5431202	OPERATING SUP TAG & TITLE FEES	089260	52.50
		I-JULY-SEPT 2018	01 -5652336	FEES FILING FEES	089260	19.00
		I-JULY-SEPT 2018	01 -5214202	OPERATING SUP FILING FEES	089260	10.00
		I-JULY-SEPT 2018	01 -5210202	OPERATING SUP EMPLOYEE MTG EXP-GIFT CARDS	089260	284.40

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00329	PATRICK WALLING DBA PIT	I-11322	01 -5542203	REPAIRS & MAI FRONT LOCK ON STIPE CTR	089395	134.95
		I-11498	01 -5548203	REPAIRS & MAI KEYS & MISC ITEMS	089395	128.00
01-P00451	PURCHASE POWER / PITNEY	I-10/17/2018	01 -5215317	POSTAGE POSTAGE FOR POST MACHINE	089396	1,500.00
01-P00510	PRO-KIL, INC	I-175580	01 -5542308	CONTRACTED SE PEST CONTROL-STIPE	089397	126.00
01-P00560	PSO/SOUTHWESTERN ELECTR	I-201810041333	01 -5215313	ELECTRIC UTIL ELECTRIC UTILITY-LIBRARY	089261	3,718.99
		I-201810041333	01 -5215313	ELECTRIC UTIL ELECTRIC UTILITY-FED BLDG	089261	2,475.10
		I-201810041333	01 -5215313	ELECTRIC UTIL ELECTRIC UTILITY-1699 E CRL AL	089261	18.77
		I-201810101342	01 -5215313	ELECTRIC UTIL ELECTRIC UTILITY-GENERAL	089301	15,393.00
01-R00412	RPM STAFFING PROFESSION	I-95484	01 -5865308	CONTRACT SERV TEMP EMPLOYEE-STREETS	089398	761.60
		I-95584	01 -5865308	CONTRACT SERV TEMP EMPLOYEE-STREETS	089398	661.64
		I-95687	01 -5865308	CONTRACT SERV TEMP EMPLOYEE-STREETS	089398	761.60
01-S00100	JODY LYNN WOOD dba SCOR	I-18-00657	01 -5542316	REPAIRS & MAI RPR AMPHITHEATER-ROTARY	089399	2,100.00
01-S00184	SECURITY BANK CARD CENT	I-201810111347	01 -5210331	EMPLOYEE TRAV MEETING EXP-EMP MTG	089403	61.16
		I-201810111347	01 -5210331	EMPLOYEE TRAV MEETING EXP-EMP MTG-COMM SVS	089403	55.20
		I-201810111347	01 -5211331	EMPLOYEE TRAV GFOA WEB TRNG	089403	135.00
		I-201810111347	01 -5211331	EMPLOYEE TRAV 2018 OML TRNG-ROBERSON	089403	241.01
		I-201810111347	01 -5211331	EMPLOYEE TRAV 2018 OML TRNG-ERVIN/WHITING	089403	1,364.13
		I-201810111347	01 -5213331	EMPLOYEE TRAV OMCCA CONF-BOATRUGHT/TAYLOR	089403	283.92
		I-201810111347	01 -5652331	EMPLOYEE TRAV CE TRAINING	089403	45.08
		I-201810111347	01 -5652331	EMPLOYEE TRAV 2018 APA CONFERENCE	089403	250.00
		I-201810111347	01 -5321202	OPERATING SUP ROLATAPE	089403	295.25
		I-201810111347	01 -5321331	EMPLOYEE TRAV TRAINING MATERIAL	089403	402.96
		I-201810111347	01 -5321325	FIRING RANGE FIRING RANGE	089403	50.00
01-S00190	SECURITY SYS. & ENG. IN	I-32054	01 -5321316	REPAIRS & MAI FIX CHIEF'S DOOR/ALARM	089404	95.00
01-S00249	MORGAN STANLEY SMITH BA	I-OCT 2018	01 -5215110	PENSION - DEF PENSION CONT-GENERAL	089405	19,168.08
01-S00350	SIGNS BY JADE	I-928	01 -5652202	OPERATING SUP PLANNING NOTICE SIGNS	089406	330.00
01-S00445	PACKAGING SOLUTIONS, LL	I-21590	01 -5215202	OPERATING SUP COPY PAPER-ALL OFFICES	089407	775.00

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00643	SPECIAL OPS	UNIFORMS, I				
		I-785354	01 -5431207	CLOTHING ALLO UNIFORMS	089408	128.98
		I-785370	01 -5431207	CLOTHING ALLO UNIFORMS	089408	118.98
01-S00726	STAPLES	BUSINESS ADVANT				
		C-201810181364	01 -5225349	SOFTWARE MAIN CORRECT PMT TO WRONG VENDOR	089410	150.00-
		I-21-1900994	01 -5225349	SOFTWARE MAIN OLETS MOBILE ACCESS	089410	50.00
		I-21-1901029	01 -5225349	SOFTWARE MAIN OLETS MOBILE ACCESS	089410	50.00
		I-24-1903254	01 -5225349	SOFTWARE MAIN OLETS MOBILE ACCESS	089410	50.00
		I-3390828266	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089410	249.65
		I-3391450603	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089410	15.85
		I-3391450605	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089410	394.56
		I-3391450606	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089410	195.61
01-T00010	T. H. ROGERS	LUMBER CO.				
		I-557780	01 -5542203	REPAIRS & MAI METAL DOOR	089411	428.57
		I-558060	01 -5865218	STREET REPAIR FORMING MATERIALS	089411	250.88
01-T00320	THYSSENKRUPP	ELEVATOR C				
		I-3004161371	01 -5548318	ELEVATOR MAIN ELEVATOR MAINT FEES	089412	563.69
		I-3004161567	01 -5548318	ELEVATOR MAIN ELEVATOR MAINT FEES	089412	582.02
01-T00499	TRACTOR SUPPLY COMPANY					
		C-337405	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089413	59.96-
		I-336055	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089413	154.93
		I-337108	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089413	119.92
01-T00510	TRAFFIC SIGNALS, INC.					
		I-15288	01 -5865203	REPAIR & MAIN WIRING FOR TRAFFIC SIGNAL	089414	7,890.00
01-T00630	TWIN CITIES READY MIX,					
		I-173336	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	089416	658.00
		I-173515	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	089416	1,040.00
01-U00020	UNITED STATES CELLULAR					
		I-201810041324	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	089264	1,590.60
		I-201810041325	01 -5215315	TELEPHONE UTI CELL PHONE EXP-TICKET WRITERS	089264	3,437.72
		I-201810041330	01 -5544328	INTERNET SERV INTERNET SVS-SBC	089264	252.53
01-W00040	WALMART COMMUNITY BRC					
		I-00504	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	089418	104.33
		I-909522	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	089418	73.27
01-W00371	WILLIAMS SCOTSMAN, INC.					
		I-6128042	01 -5865312	EQUIPMENT REN OFFICE RENTAL-STREETS	089421	318.87
				FUND 01 GENERAL FUND	TOTAL:	138,089.32

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS, INC	I-9956620966	02	-5973203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	089310	138.30
01-A00362	VYVE BROADBAND	I-201810041326	02	-5866230	RECYCLING CEN INTERNET SVS-RECYCLE CTR	089250	62.00
		I-201810041326	02	-5973328	INTERNET SERV INTERNET SVS-E WWM	089250	73.28
01-A00768	AT&T CORP DBA ACC BUSIN	I-201810041327	02	-5267315	TELEPHONE UTI INTERNET SVS-CITY HALL	089252	884.58
01-B00180	UNION IRON WORKS, INC.	I-S2101038.001	02	-5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	089317	47.37
01-C00320	CENTERPOINT ENERGY ARKL	I-201810041334	02	-5267314	GAS UTILITY GAS UTILITY-CENTRAL GARAGE	089255	30.62
01-D00322	DEPT. OF ENVIR. QUALITY	I-3RD QTR 2018	02	-5864329	DEQ FEES QTRLY REPORT FEE	089331	40.87
		I-OE 4537339	02	-5973329	DEQ FEES EXAM FEES	089332	62.00
		I-OE 4537340	02	-5973329	DEQ FEES EXAM FEES	089333	62.00
		I-OE 4537341	02	-5973329	DEQ FEES EXAM FEES	089334	62.00
		I-OE 4537342	02	-5973329	DEQ FEES EXAM FEES	089335	62.00
		I-OE 4537343	02	-5973329	DEQ FEES EXAM FEES	089336	62.00
01-E00238	ENVIRONMENTAL RESOURCE	I-46277	02	-5973304	LAB TESTING MONTHLY TESTING FEE	089340	420.00
01-E00241	ENVIRONMENTAL SYSTEMS R	I-93497351	02	-5871302	CONSULTANTS ARCGIS UPGRADE/MAINT	089304	5,000.00
01-F00015	FLEETCOR TECHNOLOGIES	I-201810111345	02	-5216212	FUEL EXPENSE FUEL EXP-UB&C	089342	573.48
		I-201810111345	02	-5864212	FUEL EXPENSE FUEL EXP-LANDFILL	089342	566.04
		I-201810111345	02	-5866212	FUEL EXPENSE FUEL EXP-SANITATION	089342	423.10
		I-201810111345	02	-5871212	FUEL EXPENSE FUEL EXP-ENGINEERING	089342	93.91
		I-201810111345	02	-5973212	FUEL EXPENSE FUEL EXP-WWT	089342	875.89
		I-201810111345	02	-5975212	FUEL EXPENSE FUEL EXP-UTM	089342	2,581.75
		I-201810111346	02	-5871212	FUEL EXPENSE FUEL EXP-ENGINEERING	089343	12.63
		I-201810111346	02	-5973212	FUEL EXPENSE FUEL EXP-WWT	089343	39.10
01-F00037	FASTENAL	I-OKMCA167993	02	-5975204	SMALL TOOLS BLADES & TOOLS	089344	46.97
01-F00251	FORT COBB FUEL AUTHORIT	I-201810041332	02	-5267314	GAS UTILITY GAS UTILITY-HEREFORD LN	089257	16.84
01-G00355	GLOBAL ENERGY SOLUTIONS	I-FRI-1003	02	-5973316	REPAIRS & MAI REPAIR TIMEMARK CONTROLLE	089349	593.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00016	CORE & MAIN LP					
		I-J464482	02 -5975235	WATER MAIN RE WATERLINE REPAIR PARTS	089350	5,360.40
01-I00188	INFRASTRUCTURE SOLUTION					
		I-MC-18-02-09	02 -5871302	CONSULTANTS OKIE LOCATES	089358	2,203.22
01-J00121	JAMESCO ENTERPRISES, LL					
		I-19095	02 -5973203	REPAIRS & MAI JANITORIAL SUPPLIES	089361	1,325.53
01-J00501	JUSTIN R BUCKNER DBA JB					
		I-120763	02 -5975218	STREET REPAIR HAULING FEE	089365	4,973.55
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-09/30/2018	02 -5866307	CONTRACTED RE RECYCLING CTR LABOR	089367	1,710.00
01-N00320	NORTH CENTRAL LAB OF WI					
		I-413004	02 -5973203	REPAIRS & MAI STIRPLATES & SENSOR	089386	826.65
01-O00075	O'REILLY AUTO PARTS					
		I-0230-188587	02 -5973203	REPAIRS & MAI PLANT REPAIR ITEMS	089387	23.73
01-P00250	PETTY CASH					
		I-JULY-SEPT 2018	02 -5864212	FUEL EXPENSE REIMB FUEL EXP-LANDFILL	089260	171.55
		I-JULY-SEPT 2018	02 -5871331	EMPLOYEE TRAV TRAVEL EXP-ALFA MTG	089260	18.44
01-R00600	RURAL WATER DISTRICT #1					
		I-201810041331	02 -5267316	REPAIRS & MAI WATER UTILITY-LANDFILL	089262	175.84
01-S00184	SECURITY BANK CARD CENT					
		I-201810111347	02 -5216331	TRAVEL & TRAI CE TRAINING	089403	31.79
01-S00249	MORGAN STANLEY SMITH BA					
		I-OCT 2018	02 -5267110	PENSION - DEF PENSION CONT-MPWA	089405	8,935.58
01-S00580	AT & T					
		I-201810101338	02 -5267315	TELEPHONE UTI PHONE EXP-DATA LINE	089302	498.00
		I-201810101338	02 -5267315	TELEPHONE UTI PHONE EXP-MPWA	089302	8,530.80
01-S00704	BRAVADO WIRELESS FORMER					
		I-0120072	02 -5973328	INTERNET SERV INTERNET SVS-W WWM	089303	88.43
01-T00630	TWIN CITIES READY MIX,					
		I-173176	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089416	416.00
		I-173177	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089416	416.00
		I-173248	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089416	416.00
		I-173424	02 -5975218	STREET REPAIR CONCRETE FOR WATER BREAK	089416	2,730.00
01-U00020	UNITED STATES CELLULAR					
		I-201810041324	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	089264	746.87

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00020	UNITED STATES CELLULAR	continued				
	I-201810041324	02 -5267315	TELEPHONE UTI EQUIP EXP-MPWA		089264	49.99
01-U00051	UTILITY SUPPLY CO., INC					
	I-119901	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS		089417	254.00
	I-119902	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS		089417	272.01
01-W00371	WILLIAMS SCOTSMAN, INC.					
	I-6118148	02 -5864312	EQUIPMENT REN OFFICE RENTAL-LANDFILL		089421	334.78
			FUND 02 MPWA		TOTAL:	53,338.89

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
01-C00320	CENTERPOINT ENERGY ARKL								
		I-201810041334	03	-5876314	GAS UTILITY	GAS UTILITY-AIRPORT	089255	31.68	
01-F00015	FLEETCOR TECHNOLOGIES								
		I-201810111345	03	-5876212	FUEL EXPENSE	FUEL EXP-AIRPORT	089342	331.59	
01-P00250	PETTY CASH								
		I-JULY-SEPT 2018	03	-5876330	DUES & SUBSCR	COPY FEES	089260	10.00	
01-P00560	PSO/SOUTHWESTERN ELECTR								
		I-201810041333	03	-5876313	ELECTRIC UTIL	ELECTRIC UTILITY-AIRPORT	089261	1,476.37	
01-S00249	MORGAN STANLEY SMITH BA								
		I-OCT 2018	03	-5876110	PENSION-DEFIN	PENSION CONT-AIRPORT	089405	685.50	
01-U00020	UNITED STATES CELLULAR								
		I-201810041324	03	-5876315	TELEPHONE UTI	CELL PHONE EXP-AIRPORT	089264	25.98	
					FUND	03	AIRPORT AUTHORITY	TOTAL:	2,561.12

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PSO/SOUTHWESTERN ELECTR	I-201810041333	05 -5218313	ELECTRIC UTIL ELECTRIC UTILITY-PARKING AUTH	089261	182.51
			FUND	05 PARKING AUTHORITY	TOTAL:	182.51

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FUND : 08 NUTRITION

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	WANDA NARUP	I-201810171356	08 -5549308	CONTRACT SERV REIMB MILEAGE-FNFOK MTG	089308	33.48
01-A00324	ALISHA RAE HOWELL					
		I-201810171353	08 -5549308	CONTRACT SERV MEAL DEL-11 DAYS	089311	165.00
		I-201810171354	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089311	118.80
01-D00054	DANIEL E. REAGAN					
		I-201810171357	08 -5549308	CONTRACT SERV MEAL DEL-11 DAYS	089329	165.00
		I-201810171358	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089329	129.60
01-E00207	EMMA E. BELLIS					
		I-201810171355	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089339	102.60
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201810111346	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	089343	581.79
01-S00249	MORGAN STANLEY SMITH BA					
	I-OCT 2018		08 -5549110	PENSION-DEFIN PENSION CONT-NUTRITION	089405	754.00
01-U00020	UNITED STATES CELLULAR					
		I-201810041324	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	089264	77.93
			FUND	08 NUTRITION	TOTAL:	2,128.20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL	I-188	09 -5864365	ALFA ESCROW L LANDFILL PARTICIPATION FE	089313	3,921.00
01-B00244	BIG MAC TANK TRUCKS, LL	I-MID00104385	09 -5864327	SUB TITLE D E LEACH WATER REMOVAL	089318	805.00
			FUND 09	LANDFILL RES./SUB-TITLE DTOTAL:		4,726.00

PACKET : 16988 16991 16996 16999 17025

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND	I-201810041326	27	-5655328	INTERNET SERV INTERNET SVS-TOURISM	089250	87.00
01-B00490	BRIGGS PRINTING	I-67317-2	27	-5655318	PRINTING AD FOR 2019 150 YR CELEBR	089319	449.40
01-C00046	C D W GOVERNMENT, INC	I-PLG9461	27	-5655308	CONTRACT SERV APPLE MACBOOK AIR 13"	089322	1,372.48
01-F00015	FLEETCOR TECHNOLOGIES	I-201810111346	27	-5655212	FUEL EXPENSE FUEL EXP-TOURISM	089343	26.33
01-M00078	STEVEN RICE DBA MAP INC	I-18-00020-B	27	-5655318	PRINTING TOURISM BROCHURE FEES	089372	1,570.27
01-O00137	OKLA TOURISM/RECREATION	I-1351-15078	27	-5655214	TOURISM EXPEN BROCHURE MAILING FEES	089389	167.04
01-S00249	MORGAN STANLEY SMITH BA	I-OCT 2018	27	-5655110	PENSION-DEFIN PENSION CONT-TOURISM	089405	429.75
01-U00020	UNITED STATES CELLULAR	I-201810041324	27	-5655315	TELEPHONE UTI CELL PHONE EXP-TOURISM	089264	41.55
				FUND	27 TOURISM FUND	TOTAL:	4,143.82

PACKET : 16988 16991 16996 16999 17025

VENDOR SET: Mult

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00768	AT&T CORP DBA ACC BUSIN						
		I-201810041327	28	-5654328	INTERNET SERV INTERNET SVS-EXPO	089252	613.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201810111346	28	-5654212	FUEL EXPENSE FUEL EXP-EXPO	089343	65.11
01-I00109	IMPERIAL, LLC						
		I-2877:002953	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	089354	320.55
01-I00140	INDIAN NATION WHOLESALE						
		C-973486	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	089357	166.44-
		I-6984754	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	089357	2,175.16
01-J00110	JACKIE BRANNON CORR. CT						
		I-SEPT2018EXPO	28	-5654308	CONTRACT SERV INMATE FEES-JULY, AUG,SEP	089360	540.00
01-J00121	JAMESCO ENTERPRISES, LL						
		I-18978	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	089361	260.59
		I-19141	28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	089361	285.20
01-L00380	LOCKE SUPPLY CO.						
		I-35537534-00	28	-5654203	REPAIR & MAIN HOT WATER HEATER	089370	2,171.95
01-P00210	PEPSI COLA						
		I-81061674	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	089393	2,660.00
01-P00560	PSO/SOUTHWESTERN ELECTR						
		I-201810041333	28	-5654313	ELECTRIC UTIL ELECTRIC UTILITY-EXPO	089261	8,923.71
01-S00249	MORGAN STANLEY SMITH BA						
		I-OCT 2018	28	-5654110	PENSION-DEFIN PENSION CONT-EXPO	089405	817.17
01-S00580	AT & T						
		I-201810101338	28	-5654315	TELEPHONE UTI ATM LINE @ EXPO	089302	171.81
01-S00704	BRAVADO WIRELESS FORMER						
		I-0120072	28	-5654328	INTERNET SERV INTERNET SVS-EXPO	089303	88.43
01-T00320	THYSSENKRUPP ELEVATOR C						
		I-3004161374	28	-5654316	REPAIRS & MAI ELEVATOR MAINT FEES	089412	582.02
01-T00580	R. D. FORD dba TRIPLE						
		I-2155	28	-5654316	REPAIRS & MAI INSTALL WATER HEATER	089415	415.00
		I-2158	28	-5654316	REPAIRS & MAI INSTALL WATER HEATER	089415	570.00
01-U00020	UNITED STATES CELLULAR						
		I-201810041324	28	-5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	089264	119.47
01-W00040	WALMART COMMUNITY BRC						

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00040	WALMART COMMUNITY BRC		continued			
	I-906269		28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	089418	47.27
				FUND 28 SE EXPO CENTER	TOTAL:	20,660.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00581 AT&T		I-201810041329	29 -5324315	TELEPHONE UTI HOST CIRCUIT-COUNTY	089251	198.00
		I-201810041329	29 -5324315	TELEPHONE UTI HOST CIRCUIT-CITY	089251	781.25
01-C00856 CROSS TELEPHONE		I-00013404	29 -5324315	TELEPHONE UTI PHONE UTILITY-911 CNTY TRUNK L	089256	381.78
01-F00015 FLEETCOR TECHNOLOGIES		I-201810111346	29 -5324212	FUEL EXPENSE FUEL EXP-E911	089343	91.83
01-J00435 JORDAN CARRIS AGENCY		I-C ARMSTRONG	29 -5324202	OPERATING SUP NOTARY BOND-C ARMSTRONG	089364	30.00
		I-T ROBERTS	29 -5324202	OPERATING SUP NOTARY BOND-T ROBERTS	089364	30.00
01-M00715 MUSKOGEE COMMUNICATIONS		I-2018414	29 -5324316	REPAIRS-MAINT RADIO REPAIRS 18-19	089378	475.00
01-O00276 OKLA DEPT OF PUBLIC SAF		I-21-1901144	29 -5324308	CONTRACTED SE TELETYPE RENTAL 18-19	089391	350.00
01-P00250 PETTY CASH		I-JULY-SEPT 2018	29 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE	089260	12.98
		I-JULY-SEPT 2018	29 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE	089260	35.80
		I-JULY-SEPT 2018	29 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE	089260	16.87
01-S00180 OKLA SECRETARY OF STATE		I-C ARMSTRONG	29 -5324202	OPERATING SUP NOTARY-C ARMSTRONG	089400	25.00
		I-C ARMSTRONG	29 -5324202	OPERATING SUP FILING FEE-C ARMSTRONG	089400	10.00
		I-T ROBERTS	29 -5324202	OPERATING SUP NOTARY FILING-T ROBERTS	089401	10.00
		I-T ROBERTS NOTARY	29 -5324202	OPERATING SUP NOTARY-T ROBERTS	089402	25.00
01-S00249 MORGAN STANLEY SMITH BA		I-OCT 2018	29 -5324110	PENSION-DEFIN PENSION CONT-E911	089405	2,848.33
01-S00580 AT & T		I-201810041328	29 -5324315	TELEPHONE UTI PHONE EXP-E911	089263	5,588.64
		I-201810101338	29 -5324401	CAPITAL OUTLA PHONE EXP-EQUIP LEASE	089302	2,403.33
		I-201810101338	29 -5324315	TELEPHONE UTI PHONE EXP-911 WIRELESS	089302	228.36
01-U00020 UNITED STATES CELLULAR		I-201810041324	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	089264	83.08
01-X00030 ERGOFLEX SYSTEMS, INC.		I-23619-PF	29 -5324401	CAPITAL OUTLA E911 WORKSTATIONS	089422	32,052.51
			FUND 29 E-911	TOTAL:		45,677.76

PACKET : 16988 16991 16996 16999 17025

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00592	BUILT RIGHT CONSTRUCTIO	I-1233	30 -5652350	BUSINESS DEVE REPAIRS @ FLIGHT SVS STAT	089321	10,300.00
01-E00240	EOSC	I-1	30 -5652304	SMALL BUSINES LOCAL MATCH FOR OSBDC	089341	3,800.00
01-M00277	MDSS MCALESTER DEFENSE	I-SEPT 2018	30 -5652343	2016 OSMPC GR MDSS-SALARY	089374	1,610.96
		I-SEPT 2018	30 -5652343	2016 OSMPC GR MDSS-CELL PHONE	089374	95.00
		I-SEPT 2018	30 -5652343	2016 OSMPC GR MDSS-OFFICE SPACE	089374	650.00
		I-SEPT 2018	30 -5652343	2016 OSMPC GR MDSS-TRAVEL RETMB	089374	250.00
01-M00480	MILLER GLASS COMPANY, I	I-1957957	30 -5652350	BUSINESS DEVE RIM CYLINDERS	089376	456.00
01-S00184	SECURITY BANK CARD CENT	I-201810111347	30 -5652331	EMPLOYEE TRAV 2018 STAMPEDE	089403	1,326.61
		I-201810111347	30 -5652350	BUSINESS DEVE MCAAP MTG	089403	94.04
		I-201810111347	30 -5652331	EMPLOYEE TRAV MRHC MTG	089403	44.54
		I-201810111347	30 -5652331	EMPLOYEE TRAV 208 US ARMY TRADE SHOW	089403	682.73
01-S00249	MORGAN STANLEY SMITH BA	I-OCT 2018	30 -5652114	PENSION-DEFIN PENSION CONT-ECON DEV	089405	587.17
01-W00233	WESTERN INTERIOR	I-962004	30 -5652350	BUSINESS DEVE PAINT @ FLIGHT SVS S	089423	10,000.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	29,897.05

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00150	BEALES GOODYEAR TIRES					
		I-1-GS52811	35 -5862203	REPAIRS & MAI TIRES FOR LF-1	089315	509.00
		I-201810181363	35 -5862203	REPAIRS & MAI FIRESTONE TIRES-PMT TO WRONG V	089315	246.16
01-B00155	BEALLS PLBG.					
		C-201810181362	35 -5862203	REPAIRS & MAI CREDIT-PMT TO WRONG VENDOR	000000	246.16-
		I-1-GS53128	35 -5862203	REPAIRS & MAI TIRES	000000	246.16
01-C00245	CATHEY & ASSOCIATES, L.					
		I-45502	35 -5862203	REPAIRS & MAI PLEXIGLASS ON S-33	089323	28.80
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201810111346	35 -5862212	FUEL EXPENSE FUEL EXP-FLEET	089343	309.25
01-F00310	SUMMIT HOLDINGS DBA FRO					
		I-411169735	35 -5862203	REPAIRS & MAI BRAKE PARTS ON S-20	089347	560.44
01-J00310	JET TIRE SERVICE					
		I-151057	35 -5862203	REPAIRS & MAI VEHICLE ALIGNMENT	089362	99.95
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-076249	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	21.28
		I-076324	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	4.02
		I-076406	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	22.99
		I-076407	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	16.96
		I-076869	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	145.48
		I-076950	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	7.69
		I-077064	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	13.36
		I-077092	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	30.96
		I-077098	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	089366	45.26
01-M00543	MONTAGE ENTERPRISES INC					
		C-C65942	35 -5862203	REPAIRS & MAI MOWER PARTS	089377	994.01-
		I-65234	35 -5862203	REPAIRS & MAI MOWER PARTS	089377	1,101.30
		I-66818	35 -5862203	REPAIRS & MAI MOWER PARTS	089377	699.05
01-N00270	NIX AUTO CENTER, INC.					
		I-322792	35 -5862203	REPAIRS & MAI MISC PARTS	089384	40.18
		I-322812	35 -5862203	REPAIRS & MAI MISC PARTS	089384	55.01
01-N00271	FREEDOM FORD INC					
		I-93945	35 -5862203	REPAIRS & MAI MISC PARTS	089385	60.36
01-O00075	O'REILLY AUTO PARTS					
		C-0230-190507	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	18.00-
		I-0230*190771	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	15.66
		I-0230-187981	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	45.16
		I-0230-188066	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	60.76
		I-0230-188093	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	20.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS	continued				
		I-0230-188289	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	72.24
		I-0230-188506	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	5.99
		I-0230-188548	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	13.18
		I-0230-188551	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	6.99
		I-0230-188631	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	89.86
		I-0230-188664	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	44.97
		I-0230-188796	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	20.99
		I-0230-188822	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089387	7.95
		I-0230-190034	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	125.27
		I-0230-190205	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	16.71
		I-0230-190516	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	6.21
		I-0230-190616	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	78.34
		I-0230-190713	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	11.29
		I-0230-190777	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	120.97
		I-0230-190800	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	4.79
		I-0230-191213	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	38.94
		I-0230-191235	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	17.98
		I-0230-191517	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	9.99
		I-0230-191617	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089388	35.94
01-P00023	P & K EQUIPMENT, INC					
		I-2928475	35 -5862203	REPAIRS & MAI PARTS FOR PK-60 MOWER	089392	50.00
		I-2928476	35 -5862203	REPAIRS & MAI PARTS FOR PK-60 MOWER	089392	483.93
01-S00249	MORGAN STANLEY SMITH BA					
		I-OCT 2018	35 -5862110	PENSION-DEFIN PENSION CONT-FLEET	089405	1,428.00
01-S00710	STANDARD MACHINE LLC					
		I-254935	35 -5862203	REPAIRS & MAI REPAIRS ON FAM-5	089409	951.32
01-U00020	UNITED STATES CELLULAR					
		I-201810041324	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET	089264	51.94
01-W00195	WELDON PARTS INC.					
		I-2164122-00	35 -5862203	REPAIRS & MAI TRUCK REPAIR PARTS	089419	11.66
01-W00269	WHITES TRACTORS					
		I-091198	35 -5862203	REPAIRS & MAI MISC PARTS	089420	140.00
01-W00371	WILLIAMS SCOTSMAN, INC.					
		I-6128041	35 -5862312	EQUIPMENT REN OFFICE RENTAL-FLEET	089421	318.87
				FUND 35 FLEET MAINTENANCE	TOTAL:	7,312.38

PACKET : 16988 16991 16996 16999 17025
VENDOR SET: Mult
FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00653	CONSOLIDATED BENEFITS R	I-2096	36 -5215315	THIRD PARTY A W/C ADMIN 9/18-6/19	089326	1,750.00
			FUND	36 WORKER'S COMPENSATION	TOTAL:	1,750.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00064	FENTON HONDA ARDMORE					
		I-18-00808	41 -5210480	CONTINGENCY 2018 HONDA CR-V AWD	089345	23,598.00
			FUND	41 CIP FUND	TOTAL:	23,598.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00304	MESHEK & ASSOC., PLC	I-5832	46 -5871404	MASTER DRAIN	089375	4,780.00
01-S00184	SECURITY BANK CARD CENT	I-201810111347	46 -5871401	CAPITAL OUTLA	089403	308.88
			FUND	46 STORMWATER FUND	TOTAL:	5,088.88

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00661	APAC-CENTRAL, INC.					
		I-7001155732	48 -5865403	ASPHALT OVERL ASPHALT-W TYLER	089312	8,549.18
		I-7001155733	48 -5865403	ASPHALT OVERL ASPHALT-W TYLER	089312	7,649.56
		I-7001155784	48 -5865403	ASPHALT OVERL ASPHALT-W TYLER	089312	13,672.86
		I-7001155829	48 -5865403	ASPHALT OVERL ASPHALT-W TYLER	089312	14,446.00
01-C00669	CONTINENTAL RESEARCH CO					
		I-469618-CRC	48 -5865403	ASPHALT OVERL TUFF STUFF CLEANER	089327	2,900.00
01-H00075	HARRIS CONSTRUCTION SER					
		I-ASPHALT HAUL #2	48 -5865403	ASPHALT OVERL ASPHALT HAULING FEE	089352	7,990.00
01-L00078	LAMBERT MECHANICAL INC					
		I-180711	48 -5548401	INFRASTRUCTUR REPAIR A/C @ RESERVE CTR	089369	744.58
01-T00320	THYSSENKRUPP ELEVATOR C					
		I-6000330248	48 -5548401	INFRASTRUCTUR REPAIR ELEVATOR--FED BLDG	089412	4,375.00
01-U00051	UTILITY SUPPLY CO., INC					
		I-119900	48 -5975402	WATER LINE RE PSO LINE REPLACEMENT	089417	2,307.29
				FUND 48 INFRASTRUCTURE FUND TOTAL:		62,634.47
				REPORT GRAND TOTAL:		401,788.40

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2018-2019	01 -2100	CLEET PAYABLE (COURT)	4,772.58					
	01 -2101	AFIS PAYABLE - COURT	4,589.00					
	01 -2102	FORENSICS PAYABLE (COURT)	4,397.92					
	01 -2103	OBV PAYABLE (COURT)	57.54					
	01 -2106	OSBI-LAB FEE PAYABLE	76.22					
	01 -4-0-406	SWIMMING POOLS *NON-EXPENS	225.50	33,800-	22,056.04-			
	01 -5101331	EMPLOYEE TRAVEL & TRAININ	204.00	3,000	2,711.00			
	01 -5210202	OPERATING SUPPLIES	284.40	2,500	1,915.60			
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	237.36	7,500	6,654.94			
	01 -5210480	CONTINGENCY	1,185.00	25,000	16,495.00			
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	1,740.14	5,500	1,444.38			
	01 -5212317	ADVERTISING & PRINTING	292.65	2,500	1,196.50			
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	283.92	3,000	2,716.08			
	01 -5214202	OPERATING SUPPLIES	10.00	1,000	921.21			
	01 -5215110	PENSION - DEFINED BENEFIT	19,168.08	230,017	153,344.68			
	01 -5215202	OPERATING SUPPLIES	1,959.64	38,000	16,787.42			
	01 -5215312	EQUIPMENT RENTALS	725.00	27,000	900.00			
	01 -5215313	ELECTRIC UTILITY	21,605.86	398,552	298,970.13			
	01 -5215314	GAS UTILITY	765.92	32,690	30,746.40			
	01 -5215315	TELEPHONE UTILITY	5,028.32	54,540	28,400.35			
	01 -5215317	POSTAGE	1,500.00	12,000	7,000.00			
	01 -5225212	FUEL EXPENSE	66.12	1,048	751.37			
	01 -5225349	SOFTWARE MAINTENANCE	4,000.00	79,500	4,269.58			
	01 -5320328	INTERNET SERVICE	89.95	1,080	810.15			
	01 -5321202	OPERATING SUPPLIES	420.75	12,000	5,574.38			
	01 -5321212	FUEL EXPENSE	8,519.66	94,218	67,274.72			
	01 -5321316	REPAIRS & MAINTENANCE	95.00	2,500	2,405.00			
	01 -5321325	FIRING RANGE	50.00	15,000	14,756.10			
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	459.96	10,000	5,844.56			
	01 -5322212	FUEL EXPENSE	370.71	4,021	2,998.35			
	01 -5324207	CLOTHING ALLOWANCE	85.17	1,000	777.71			
	01 -5431202	OPERATING SUPPLIES	179.22	13,600	8,588.73			
	01 -5431207	CLOTHING ALLOWANCE	949.95	27,840	1,708.05			
	01 -5431212	FUEL EXPENSE	1,172.72	12,982	9,005.56			
	01 -5431328	INTERNET SERVICE	62.95	2,300	1,733.45			
	01 -5431330	DUES & SUBSCRIPTIONS	239.00	7,000	6,282.00			
	01 -5432202	OPERATING SUPPLIES	624.40	25,600	16,416.02			
	01 -5432212	FUEL EXPENSE	1,392.60	11,014	7,156.96			
	01 -5432308	CONTRACTED SERVICES	2,899.23	65,025	50,335.54			
	01 -5542202	OPERATING SUPPLIES	1,755.05	7,000	1,427.95			
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,223.80	38,500	18,599.00			
	01 -5542209	PLAYGROUND MAINTENANCE SUP	1,885.00	10,000	8,813.00			
	01 -5542212	FUEL EXPENSE	1,607.14	21,728	14,265.54			
	01 -5542308	CONTRACTED SERVICES	577.79	13,500	6,574.00			
	01 -5542316	REPAIRS & MAINTENANCE	2,100.00	3,600	180.00			

** 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	-5542319	LIGHTS REPLACEMENT	7,286.87	13,500	1,133.80		
01	-5542328	INTERNET SERVICE	161.27	1,960	1,398.56		
01	-5542331	EMPLOYEE TRAVEL & TRAININ	988.64	3,000	951.36		
01	-5543203	REPAIRS & MAINT SUPPLIES	44.00	8,469	3,865.27		
01	-5544202	OPERATING SUPPLIES	1,846.27	16,250	10,796.93		
01	-5544203	REPAIRS & MAINTENANCE SUPP	573.19	8,982	6,113.84		
01	-5544212	FUEL EXPENSE	225.14	2,293	1,352.05		
01	-5544308	CONTRACT LABOR	100.00	15,000	7,580.81		
01	-5544328	INTERNET SERVICE	252.53	630	272.41		
01	-5544331	EMPLOYEE TRAVEL & TRAINING	100.00	1,000	790.00		
01	-5547203	REPAIRS & MAINT SUPPLIES	630.60	11,000	7,584.15		
01	-5547212	FUEL EXPENSE	415.15	5,640	2,612.88		
01	-5547308	CONTRACTED SERVICES	405.00	5,760	0.00		
01	-5547331	TRAVEL & TRAINING	197.16	770	242.84		
01	-5548203	REPAIRS & MAINTENANCE SUPP	533.52	35,200	19,125.89		
01	-5548212	FUEL EXPENSE	240.66	3,349	2,593.10		
01	-5548311	PARKING RENTAL	485.00	5,820	0.00		
01	-5548316	REPAIRS & MAINTENANCE	1,739.00	21,000	8,680.86		
01	-5548318	ELEVATOR MAINTENANCE AGREE	1,145.71	6,200	1,617.16		
01	-5548328	INTERNET SERVICE	77.63	935	624.46		
01	-5652202	OPERATING SUPPLIES	330.00	2,400	1,721.06		
01	-5652212	FUEL EXPENSE	299.01	2,360	1,579.64		
01	-5652317	ADVERTISING & PRINTING	135.00	2,300	1,082.57		
01	-5652318	ABATEMENTS	730.00	15,000	7,635.00		
01	-5652331	EMPLOYEE TRAVEL & TRAININ	942.82	3,600	2,262.18		
01	-5652336	FEES	181.00	1,800	1,311.00		
01	-5653212	FUEL EXPENSE	55.49	640	467.83		
01	-5653317	ADVERTISING & PRINTING	422.00	2,000	57.60		
01	-5653348	DRUG TESTING/PHYSICALS	986.85	7,920	2,820.00		
01	-5865202	OPERATING SUPPLIES	13.13	750	613.03		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	7,890.00	37,250	23,298.65		
01	-5865212	FUEL EXPENSE	2,994.30	38,018	23,090.93		
01	-5865218	STREET REPAIRS & MAINTENAN	2,145.81	41,912	1,506.64		
01	-5865308	CONTRACT SERVICES	2,184.84	16,815	2,775.95- Y		
01	-5865312	EQUIPMENT RENTALS	318.87	3,900	73.56		
01	-5865328	INTERNET SERVICE	77.64	2,050	1,472.76		
02	-5216212	FUEL EXPENSE	573.48	6,746	5,068.60		
02	-5216331	TRAVEL & TRAINING	31.79	1,000	661.97		
02	-5267110	PENSION - DEFINED BENEFIT	8,935.58	107,227	71,484.68		
02	-5267314	GAS UTILITY	47.46	12,700	12,470.54		
02	-5267315	TELEPHONE UTILITY	10,710.24	124,020	93,098.04		
02	-5267316	REPAIRS & MAINTENANCE	175.84	3,000	2,538.19		
02	-5864212	FUEL EXPENSE	737.59	2,208	992.91		
02	-5864312	EQUIPMENT RENTALS	334.78	4,020	2.64		
02	-5864329	DEQ FEES	40.87	1,000	800.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
02	-5866212	FUEL EXPENSE	423.10	8,628	6,730.51				
02	-5866230	RECYCLING CENTER EXPENSE	62.00	800	588.61				
02	-5866307	CONTRACTED RECYCLE SERVICE	1,710.00	23,000	12,200.00				
02	-5871212	FUEL EXPENSE	106.54	1,242	815.58				
02	-5871302	CONSULTANTS	7,203.22	98,200	82,149.69				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	18.44	3,000	2,981.56				
02	-5973203	REPAIRS & MAINT SUPPLIES	2,314.21	50,500	18,205.08				
02	-5973212	FUEL EXPENSE	914.99	9,945	5,557.53				
02	-5973304	LAB TESTING	420.00	32,100	10,902.54				
02	-5973316	REPAIRS & MAINTENANCE	593.00	17,800	2,430.92				
02	-5973328	INTERNET SERVICE	161.71	1,945	1,371.44				
02	-5973329	DEQ FEES	310.00	25,000	24,442.00				
02	-5975204	SMALL TOOLS	46.97	1,000	0.00				
02	-5975212	FUEL EXPENSE	2,581.75	25,984	18,478.92				
02	-5975218	STREET REPAIRS & MAINTENAN	8,951.55	103,500	24,965.36				
02	-5975230	SEWER MAIN REPAIR	47.37	20,500	16,438.81				
02	-5975235	WATER MAIN REPAIR	5,886.41	51,500	18,948.24	- Y			
03	-5876110	PENSION-DEFINED BENEFIT	685.50	8,226	5,484.00				
03	-5876212	FUEL EXPENSE	331.59	2,511	1,361.55				
03	-5876313	ELECTRIC UTILITY	1,476.37	18,380	13,628.98				
03	-5876314	GAS UTILITY	31.68	730	637.08				
03	-5876315	TELEPHONE UTILITY	25.98	336	258.40				
03	-5876330	DUES & SUBSCRIPTIONS	10.00	75	65.00				
05	-5218313	ELECTRIC UTILITY	182.51	2,580	2,027.13				
08	-5549110	PENSION-DEFINED BENEFIT	754.00	9,048	6,032.00				
08	-5549212	FUEL EXPENSE	581.79	5,752	3,891.24				
08	-5549308	CONTRACT SERVICES	714.48	15,500	4,460.40				
08	-5549315	TELEPHONE UTILITY	77.93	4,720	3,795.72				
09	-5864327	SUB TITLE D EXPENSE	805.00	80,000	57,179.56				
09	-5864365	ALFA ESCROW LIABILITY PAYM	3,921.00	24,000	8,000.00				
27	-5655110	PENSION-DEFINED BENEFIT	429.75	5,157	3,438.00				
27	-5655212	FUEL EXPENSE	26.33	300	246.88				
27	-5655214	TOURISM EXPENSE	167.04	34,500	22,114.06				
27	-5655308	CONTRACT SERVICES	1,372.48	13,200	6,182.53				
27	-5655315	TELEPHONE UTILITY	41.55	540	320.73				
27	-5655318	PRINTING	2,019.67	30,000	14,217.00				
27	-5655328	INTERNET SERVICE	87.00	1,045	784.00				
28	-5654110	PENSION-DEFINED BENEFIT	817.17	9,806	6,537.32				
28	-5654203	REPAIR & MAINT SUPPLIES	2,504.42	16,238	6,767.86				
28	-5654210	CONCESSION SUPPLIES	5,249.86	30,000	18,219.71				
28	-5654212	FUEL EXPENSE	65.11	805	561.08				
28	-5654308	CONTRACT SERVICES	540.00	6,000	2,760.00				
28	-5654313	ELECTRIC UTILITY	8,923.71	72,650	46,790.63				
28	-5654315	TELEPHONE UTILITY	291.28	3,500	2,533.21				
28	-5654316	REPAIRS & MAINTENANCE	1,567.02	34,000	22,566.96				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
28	-5654328	INTERNET SERVICE	701.43	8,980	7,400.28				
29	-5324110	PENSION-DEFINED BENEFIT	2,848.33	34,180	22,199.51				
29	-5324202	OPERATING SUPPLIES	130.00	5,000	3,629.02				
29	-5324207	CLOTHING ALLOWANCE	65.65	2,500	2,434.35				
29	-5324212	FUEL EXPENSE	91.83	818	655.14				
29	-5324308	CONTRACTED SERVICES	350.00	36,800	30,691.50				
29	-5324315	TELEPHONE UTILITY	7,261.11	95,400	71,354.78				
29	-5324316	REPAIRS-MAINTENANCE	475.00	2,800	800.00				
29	-5324401	CAPITAL OUTLAY	34,455.84	148,900	40,177.04-	Y			
30	-5652114	PENSION-DEFINED CONTRIBUTI	587.17	4,465	1,384.39				
30	-5652304	SMALL BUSINESS - ECON DEV	3,800.00	38,000	0.00				
30	-5652331	EMPLOYEE TRAVEL & TRAINING	2,053.88	25,000	22,946.12				
30	-5652343	2016 OSMPC GRANT-DEFENSE D	2,605.96	243,642	235,489.27				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	20,850.04	24,600	17,426.11-	Y			
35	-5862110	PENSION-DEFINED BENEFIT	1,428.00	17,136	11,424.00				
35	-5862203	REPAIRS & MAINTENANCE SUPP	5,204.32	209,848	150,172.11				
35	-5862212	FUEL EXPENSE	309.25	2,306	1,645.66				
35	-5862312	EQUIPMENT RENTALS	318.87	3,900	73.56				
35	-5862315	TELEPHONE UTILITY	51.94	674	518.84				
36	-5215315	THIRD PARTY ADM FEES	1,750.00	11,300	8,083.36-	Y			
41	-5210480	CONTINGENCY	23,598.00	75,000	33,005.72				
46	-5871401	CAPITAL OUTLAY	308.88	398,502	302,593.47				
46	-5871404	MASTER DRAINAGE	4,780.00	251,710	210,580.00				
48	-5548401	INFRASTRUCTURE IMPROVEMENT	5,119.58	80,000	60,185.34				
48	-5865403	ASPHALT OVERLAY PROGRAM	55,207.60	350,000	32,056.27				
48	-5975402	WATER LINE REPLACEMENT	2,307.29	75,000	40,748.49				
** 2018-2019 YEAR TOTALS **			401,788.40						

NO ERRORS

** END OF REPORT **

PACKET : 16988 16991 16996 16999 17025

VENDOR SET: Multiple

BANK : Multiple

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

FUND	PERIOD	AMOUNT
01	10/2018	138,089.32CR
02	10/2018	53,338.89CR
03	10/2018	2,561.12CR
05	10/2018	182.51CR
08	10/2018	2,128.20CR
09	10/2018	4,726.00CR
27	10/2018	4,143.82CR
28	10/2018	20,660.00CR
29	10/2018	45,677.76CR
30	10/2018	29,897.05CR
35	10/2018	7,312.38CR
36	10/2018	1,750.00CR
41	10/2018	23,598.00CR
46	10/2018	5,088.88CR
48	10/2018	62,634.47CR
ALL		401,788.40CR



McAlester City Council

AGENDA REPORT

Meeting Date: October 23, 2018
Department: City Council
Prepared By: Peter Stasiak, City Manager
Date Prepared: October 18, 2018

Item Number: Consent Agenda C
Account Code: _____
Budgeted Amount: _____
Exhibits: 8

Subject

Consider and act upon, approval of an Assignment and Assumption Agreement, consenting to the change of assignment regarding Consolidated Benefits Resources.

Recommendation

Approve the Assignment and Assumption Agreement, consenting to the change in assignment regarding Consolidated Benefits Resources.

Discussion

Consolidated Benefits Resources owner has sold his interest to his partner. Staff recommends council approval for consent of the change of assignment from Jerry Whorton, LLC to Two Oaks Investment, LLC.

Approved By

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



September 19, 2018

*Doug Basinger
City of McAlester
PO Box 578
McAlester, OK 74502*

Dear Doug:

As we recently discussed, I will be selling my financial interest in Consolidated Benefits Resources to Harold (Hal) Salisbury. Hal has been my partner since 1996 and has been intricately involved in helping me and has been on the CBR Board of Directors these past 22 years. We anticipate closing the sale no later than the end of October, 2018. Consolidated Benefits Resources will continue to operate under the trade name Consolidated Benefits Resources after the transaction closes.

I will remain as CEO with a multiple-year contract with provisions to extend as needed. There will be no change in staffing or performance. Your adjuster and service level will remain the same.

The transaction requires three things from you:

1. Review, sign and date the enclosed Assignment and Assumption Agreement (Assignment). The Assignment indicates your consent and approval to the assignment of your Service Agreement with CBR from Jerry Whorton, LLC d/b/a Consolidated Benefits Resources to Two Oaks Investments, LLC d/b/a Consolidated Benefits Resources on the date the transaction closes.

If you have any questions or need clarification related to the Assignment please don't hesitate to contact me via phone or email. My Cell number is (405) 210-6002. My email is jwhorton@cbremail.com

2. Review, sign and date the enclosed W9 reflecting the CBR ownership name change from Jerry Whorton, LLC to Two Oaks Investments, LLC and Two Oaks' Tax ID number.
3. Once you sign and date the Assignment and complete the W9 please scan and email a copy of each document to me at jwhorton@cbremail.com. Send the original signed and dated Assignment and W9 to me in the enclosed self-addressed, stamped envelope. If possible, please try to return the signed and dated original Assignment and W9 on or before September 28, 2018.

Please don't hesitate to give me a call if you have any questions or need clarification. I can be reached via cell at (405) 210-6002 or via email at jwhorton@cbremail.com.

Thank you for your assistance.

Sincerely,



Jerry Whorton, CEO

Attached Documents: Assignment and W9

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is by and between JERRY WHORTON, L.L.C., d/b/a Consolidated Benefits Resources ("Assignor"), TWO OAKS INVESTMENTS, LLC d/b/a Consolidated Benefits Resources ("Assignee") and City of McAlester ("Contract Party").

WITNESSETH:

A. Assignor and Assignee entered into a certain Asset Purchase Agreement (the "Purchase Agreement") dated August 31, 2018, in which Assignee agreed to purchase, and Assignor agreed to sell, substantially all business assets owned or used by Assignor, including a Contract between Assignor and Contract Party for Assignor to provide worker's compensation management services for Contract Party under a contract dated the 1 day of September, 2018 ("Contract"); and

B. Pursuant to the Purchase Agreement, Assignor desires to assign all of its rights, title and interest in and to the Contract to Assignee, and Assignee desires to assume all indebtedness, obligations and liabilities of Assignor arising under the Contract.

C. Notwithstanding the date this Agreement is signed, this Agreement shall be effective as of the date the transaction contemplated in the Purchase Agreement closes ("Effective Date").

NOW, THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, effective as of the Effective Date, all of its rights, title and interest in and to the Contract.
2. Assumption. Assignee hereby assumes and agrees to keep, observe and perform, from and after the Effective Date, all of the covenants, terms and conditions required to be kept, observed or performed by Assignor pursuant to the Contract from and after the Effective Date.
3. Consent to Assignment. Contract Party hereby consents to and approves the assignment and assumption of the Contract by Assignee under the terms of the Contract and this Agreement.
4. Binding Effect. Each and all of the terms, covenants, conditions and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Further Assurances. Each Contract Party hereby agrees to execute and deliver such further instruments and documents as the Assignee or Assignor may reasonably request to fully effectuate the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


“Assignor”

JERRY WHORTON, L.L.C.

By: 
Jerrold Whorton, Manager

“Assignee”

TWO OAKS INVESTMENTS, LLC

By: 
Harold W. Salisbury, Manager

Contract Party hereby consents to and approves the Assignment and Assumption to Assignee:

“Contract Party”

City of McAlester

By: _____

Print Name: _____

Title: _____

SERVICE CONTRACT

This contract is made effective September 1, 2018 between the City of McAlester, Oklahoma (COMC) and Jerry Whorton LLC, dba Consolidated Benefits Resources (CBR).

Recitals:

- o COMC desires to retain CBR to provide services for workers' compensation claims administration.
- o CBR conducts and operates a claims management program for the prevention, investigation, processing, accounting and payment of workers' compensation claims.

IN CONSIDERATION of the following terms and provisions, COMC and CBR agree regarding self-insurance claims subject to the Oklahoma Workers' Compensation Code or Administrative Workers' Compensation Act as follows:

CBR Agrees To:

- o Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
- o Compliance with COMC's claim requests during the life of the contract.
- o Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
- o Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO's for additional discounts, and review of the ODG guidelines for utilization review.
- o Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
- o Attend scheduled meetings with representatives of COMC to review and discuss claims and loss prevention strategies.
- o Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
- o Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
- o Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
- o Develop work related injury claim files after receipt of the First Notice of Injury.
- o During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
- o Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect medical and indemnity payments, reserves, litigation status, expense reconciliation and alphabetical claim listing.

- Maintain insurance coverage which reflects the following:
 - Statutory workers' compensation
 - \$1 million errors and omissions
 - \$500,000 fidelity bond or employee dishonesty policy
 - \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.
- Medical management assignments will be jointly approved by COMC and CBR's claim supervisor prior to issuance. Said assignments will be issued on serious injuries when such professional management dictates, and when such cost will be accepted and approved by COMC.
- Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR regarding compensability.
- Process all bills for payment and notify adverse party as to the amount of the claim.
- Aid in protecting the subrogation rights of COMC.
- Coordinate Legal defense with outside attorney selected by COMC.
- Coordinate Excess Insurance filings for COMC. These filings include: file quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to COMC.
- Submit data pursuant to Medicare Section 111 on behalf of COMC.
- Submit applicable data to the Insurance Services Office on behalf of COMC.
- Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of COMC.

COMC Agrees To:

- Provide appropriate personnel to coordinate workers' compensation claims between CBR and COMC.
- Authorize settlements when warranted. Provide settlement authority to CBR within an amount to be determined by COMC.
- Choose legal representative and pay all legal fees directly related to each claim file if such fees are generated and approved by COMC.
- File all CC-Form 2's or equivalent with CBR within 1 day of the date COMC was notified of the injury, or as soon as practicable.
- Timely fund claims payment account.

Service Fees:

In consideration of the services outlined in this contract, the service fees will be as follows:

CBR will charge a flat fee of \$1,750 per month for the first annual contract period. This amount covers unlimited number of claims, regardless of claim type. This fee is inclusive of all services that CBR provides, there are no fees for extra claims, Medicare Section 111 reporting & correspondence, bill review, reports, claims reviews, Claim system access, mediation attendance, subrogation recovery, managed care fees, seminars & training, etc.

CBR will charge a \$2 handling fee per transaction for transactions submitted to the Oklahoma Workers' Compensation Commission for their Electronic Data Interface mandate effective September 1, 2018. The cost will be billed to the claim file as an Allocated Loss Adjustment Expense.

Terms and Cancellation Rights:

The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.

The term of this contract shall remain in force and effect for a period from September 1, 2018 through June 30, 2019 subject to the cancellation right in this paragraph.

In the event COMC files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.

In the event COMC deems that CBR is not performing its services in the industry's usual and customary manner, COMC will give CBR written notice by certified mail specifying the way COMC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, COMC may cancel this contract on 30 days written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to COMC if COMC fails to perform any material obligation under this Contract and COMC fails to correct defects of their performance obligations.

Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.

Official notice may be served in writing as follows:

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

Consolidated Benefits Resources
Attn: Richard M. Fisher, President
PO Box 13770
Oklahoma City, OK 73113

Complete Agreement:

This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.

Severability:

Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

Assignment:

This Contract may not be assigned by CBR without the express written approval of COMC.

Records:

All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of COMC and shall be available for inspection or audit by COMC at any time. Upon termination or cancellation of this Agreement, all such records shall be held in trust by CBR for 6 months following the last transaction arising under this Agreement, unless demand for possession of any or all such records is made by COMC whereupon any or all such records shall be immediately delivered by CBR to COMC.

Signatures:

This contract is offered for execution jointly by COMC and CBR.

City of McAlester

By 
John Browne, Mayor

08/28/18
Date

Consolidated Benefits Resources (CBR)

By 
Richard M Fisher, President/Manager

8-30-18
Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Two Oaks Investments, LLC

2 Business name/disregarded entity name, if different from above
dba Consolidated Benefits Resources

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 581630

6 City, state, and ZIP code
Tulsa, OK 74158-1630

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] []

or
Employer identification number
3 2 - 0 5 7 7 2 3 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date ► **9/26/18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is by and between JERRY WHORTON, L.L.C., d/b/a Consolidated Benefits Resources ("Assignor"), TWO OAKS INVESTMENTS, LLC d/b/a Consolidated Benefits Resources ("Assignee") and City of McAlester ("Contract Party").

WITNESSETH:

A. Assignor and Assignee entered into a certain Asset Purchase Agreement (the "Purchase Agreement") dated August 31, 2018, in which Assignee agreed to purchase, and Assignor agreed to sell, substantially all business assets owned or used by Assignor, including a Contract between Assignor and Contract Party for Assignor to provide worker's compensation management services for Contract Party under a contract dated the 1 day of , 2018 ("Contract"); and

B. Pursuant to the Purchase Agreement, Assignor desires to assign all of its rights, title and interest in and to the Contract to Assignee, and Assignee desires to assume all indebtedness, obligations and liabilities of Assignor arising under the Contract.

C. Notwithstanding the date this Agreement is signed, this Agreement shall be effective as of the date the transaction contemplated in the Purchase Agreement closes ("Effective Date").

NOW, THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee, effective as of the Effective Date, all of its rights, title and interest in and to the Contract.

2. **Assumption.** Assignee hereby assumes and agrees to keep, observe and perform, from and after the Effective Date, all of the covenants, terms and conditions required to be kept, observed or performed by Assignor pursuant to the Contract from and after the Effective Date.

3. **Consent to Assignment.** Contract Party hereby consents to and approves the assignment and assumption of the Contract by Assignee under the terms of the Contract and this Agreement.

4. **Binding Effect.** Each and all of the terms, covenants, conditions and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Further Assurances. Each Contract Party hereby agrees to execute and deliver such further instruments and documents as the Assignee or Assignor may reasonably request to fully effectuate the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“Assignor”

JERRY WHORTON, L.L.C.

By: *Jerrold Whorton, Manager*
Jerrold Whorton, Manager

“Assignee”

TWO OAKS INVESTMENTS, LLC

By: _____
Harold W. Salisbury, Manager

Contract Party hereby consents to and approves the Assignment and Assumption to Assignee:

“Contract Party”

City of McAlester

By: _____
Print Name: _____
Title: _____

SERVICE CONTRACT

This contract is made effective October 22, 2018 between the City of McAlester, Oklahoma (COMC) and Two Oaks Investments, LLC d/b/a/ Consolidated Benefits Resources (CBR).

Recitals:

- COMC desires to retain CBR to provide services for workers' compensation claims administration.
- CBR conducts and operates a claims management program for the prevention, investigation, processing, accounting and payment of workers' compensation claims.

IN CONSIDERATION of the following terms and provisions, COMC and CBR agree regarding self-insurance claims subject to the Oklahoma Workers' Compensation Code or Administrative Workers' Compensation Act as follows:

CBR Agrees To:

- Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
- Compliance with COMC's claim requests during the life of the contract.
- Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
- Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO's for additional discounts, and review of the ODG guidelines for utilization review.
- Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
- Attend scheduled meetings with representatives of COMC to review and discuss claims and loss prevention strategies.
- Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
- Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
- Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
- Develop work related injury claim files after receipt of the First Notice of Injury.
- During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
- Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect medical and indemnity payments, reserves, litigation status, expense reconciliation and alphabetical claim listing.

- Maintain insurance coverage which reflects the following:
 - Statutory workers' compensation
 - \$1 million errors and omissions
 - \$500,000 fidelity bond or employee dishonesty policy
 - \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.
- Medical management assignments will be jointly approved by COMC and CBR's claim supervisor prior to issuance. Said assignments will be issued on serious injuries when such professional management dictates, and when such cost will be accepted and approved by COMC.
- Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR regarding compensability.
- Process all bills for payment and notify adverse party as to the amount of the claim.
- Aid in protecting the subrogation rights of COMC.
- Coordinate Legal defense with outside attorney selected by COMC.
- Coordinate Excess Insurance filings for COMC. These filings include: file quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to COMC.
- Submit data pursuant to Medicare Section 111 on behalf of COMC.
- Submit applicable data to the Insurance Services Office on behalf of COMC.
- Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of COMC.

COMC Agrees To:

- Provide appropriate personnel to coordinate workers' compensation claims between CBR and COMC.
- Authorize settlements when warranted. Provide settlement authority to CBR within an amount to be determined by COMC.
- Choose legal representative and pay all legal fees directly related to each claim file if such fees are generated and approved by COMC.
- File all CC-Form 2's or equivalent with CBR within 1 day of the date COMC was notified of the injury, or as soon as practicable.
- Timely fund claims payment account.

Service Fees:

In consideration of the services outlined in this contract, the service fees will be as follows:

CBR will charge a flat fee of \$1,750 per month for the first annual contract period. This amount covers unlimited number of claims, regardless of claim type. This fee is inclusive of all services that CBR provides, there are no fees for extra claims, Medicare Section 111 reporting & correspondence, bill review, reports, claims reviews, Claim system access, mediation attendance, subrogation recovery, managed care fees, seminars & training, etc.

CBR will charge a \$2 handling fee per transaction for transactions submitted to the Oklahoma Workers' Compensation Commission for their Electronic Data Interface mandate effective October 22, 2018. The cost will be billed to the claim file as an Allocated Loss Adjustment Expense.

Terms and Cancellation Rights:

The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.

The term of this contract shall remain in force and effect for a period from October 22, 2018 through June 30, 2019 subject to the cancellation right in this paragraph.

In the event COMC files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.

In the event COMC deems that CBR is not performing its services in the industry's usual and customary manner, COMC will give CBR written notice by certified mail specifying the way COMC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, COMC may cancel this contract on 30 days written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to COMC if COMC fails to perform any material obligation under this Contract and COMC fails to correct defects of their performance obligations.

Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.

Official notice may be served in writing as follows:

City of McAlester
Attn: Doug Basinger
28 E Washington
McAlester, OK 74502

Consolidated Benefits Resources
Attn: Richard M. Fisher, President
PO Box 13770
Oklahoma City, OK 73113

Complete Agreement:

This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.

Severability:

Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

Assignment:

This Contract may not be assigned by CBR without the express written approval of COMC.

Records:

All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of COMC and shall be available for inspection or audit by COMC at any time. Upon termination or cancellation of this Agreement, all such records shall be held in trust by CBR for 6 months following the last transaction arising under this Agreement, unless demand for possession of any or all such records is made by COMC whereupon any or all such records shall be immediately delivered by CBR to COMC.

Signatures:

This contract is offered for execution jointly by COMC and CBR.

City of McAlester

By _____

Date

Consolidated Benefits Resources (CBR)

By  _____
Jerrold Whorton, CEO

10-8-18
Date

SERVICE CONTRACT

This contract is made effective September 1, 2018 between the City of McAlester, Oklahoma (COMC) and Jerry Whorton LLC, dba Consolidated Benefits Resources (CBR).

Recitals:

- COMC desires to retain CBR to provide services for workers' compensation claims administration.
- CBR conducts and operates a claims management program for the prevention, investigation, processing, accounting and payment of workers' compensation claims.

IN CONSIDERATION of the following terms and provisions, COMC and CBR agree regarding self-insurance claims subject to the Oklahoma Workers' Compensation Code or Administrative Workers' Compensation Act as follows:

CBR Agrees To:

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- Compliance with COMC's claim requests during the life of the contract.
- Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
- Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO's for additional discounts, and review of the ODG guidelines for utilization review.
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- Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
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- During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
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- Coordinate Legal defense with outside attorney selected by COMC.
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- Submit applicable data to the Insurance Services Office on behalf of COMC.
- Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of COMC.

COMC Agrees To:

- Provide appropriate personnel to coordinate workers' compensation claims between CBR and COMC.
- Authorize settlements when warranted. Provide settlement authority to CBR within an amount to be determined by COMC.
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Terms and Cancellation Rights:

The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.

The term of this contract shall remain in force and effect for a period from September 1, 2018 through June 30, 2019 subject to the cancellation right in this paragraph.

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Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.

Official notice may be served in writing as follows:

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

Consolidated Benefits Resources
Attn: Richard M. Fisher, President
PO Box 13770
Oklahoma City, OK 73113

Complete Agreement:

This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.

Severability:

Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

Assignment:

This Contract may not be assigned by CBR without the express written approval of COMC.

Records:

All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of COMC and shall be available for inspection or audit by COMC at any time. Upon termination or cancellation of this Agreement, all such records shall be held in trust by CBR for 6 months following the last transaction arising under this Agreement, unless demand for possession of any or all such records is made by COMC whereupon any or all such records shall be immediately delivered by CBR to COMC.

Signatures:

This contract is offered for execution jointly by COMC and CBR.

City of McAlester

By 
John Browne, Mayor

08/28/18
Date

Consolidated Benefits Resources (CBR)

By _____
Richard M Fisher, President/Manager

Date



September 14, 2018

City of McAlester

PO Box 578

McAlester, OK 74502

Dear Pete Stasiak:

As we recently discussed, I will be selling my financial interest in Consolidated Benefits Resources to Harold (Hal) Salisbury. Hal has been my partner since 1996 and has been intricately involved in helping me and has been on the CBR Board of Directors these past 22 years. We anticipate closing the sale no later than the end of October, 2018. Consolidated Benefits Resources will continue to operate under the trade name Consolidated Benefits Resources after the transaction closes.

I will remain as CEO with a multiple-year contract with provisions to extend as needed. There will be no change in staffing, service fee or performance. Your adjuster, service fee and service level will remain the same.

The transaction requires three things from you:

1. Review, sign and date the enclosed Assignment and Assumption Agreement (Assignment). The Assignment indicates your consent and approval to the assignment of your Service Agreement with CBR from Jerry Whorton, LLC d/b/a Consolidated Benefits Resources to Two Oaks Investments, LLC d/b/a Consolidated Benefits Resources on the date the transaction closes.

If you have any questions or need clarification related to the Assignment please don't hesitate to contact me via phone or email. My Cell number is (405) 210-6002. My email is jwhorton@cbremail.com

2. Review, sign and date the enclosed W9 reflecting the CBR ownership name change from Jerry Whorton, LLC to Two Oaks Investments, LLC and Two Oaks' Tax ID number.
3. Once you sign and date the Assignment and complete the W9 please scan and email a copy of each document to me at jwhorton@cbremail.com. Send the original signed and dated Assignment and W9 to me in the enclosed self-addressed, stamped envelope. If possible, please try to return the signed and dated original Assignment and W9 on or before September 28, 2018.

CONSOLIDATED BENEFITS RESOURCES

Tulsa
P.O. Box 581630
Tulsa, OK 74158-1630
Phone: 918-594-5170
Fax: 918-594-5171

Oklahoma City
P.O. Box 13770
Oklahoma City, OK 73113-1770
Phone: 405-848-3387
Fax: 405-840-4298

Administration
P.O. Box 581630
Tulsa, OK 74158-1630
Phone: 918-594-5170
Fax: 918-831-0442

Please don't hesitate to give me a call if you have any questions or need clarification. I can be reached via cell at (405) 210-6002 or via email at jwhorton@cbremail.com.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Whorton". The signature is fluid and cursive, with the first name "Jerry" and last name "Whorton" clearly distinguishable.

Jerry Whorton, CEO

Attached Documents: Assignment and W9



McAlester City Council

AGENDA REPORT

Meeting Date: October 23, 2018
Department: Economic Development
Prepared By: Kirk Ridenour
Date Prepared: October 16, 2018

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

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 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 company, 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

		<i>Initial</i>	<i>Date</i>
Department Head	Ridenour		10/16/2018
City Manager	P. Stasiak	<i>Pfs</i>	<i>10-18-18</i>

**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, The Authority agrees to provide reimbursement of project costs in a sum not to exceed \$5,500,000.00, Developer agrees to construct the Project and certain public infrastructure improvements necessitated by the Project as listed on Exhibits B and 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 agrees 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 assist Authority to obtain necessary financial information. 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 the parties will seek to agree on an amount of sales tax for any such business, failing a good faith agreement, 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.
 - d. Developer shall require each occupant in any lease to report its sales tax under a separate sales tax identification number, or any other legally valid manner, such sales tax generated by such occupant so such sales tax can be separately accounted for.

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 federal, state, and local 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 federal, state, and local 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

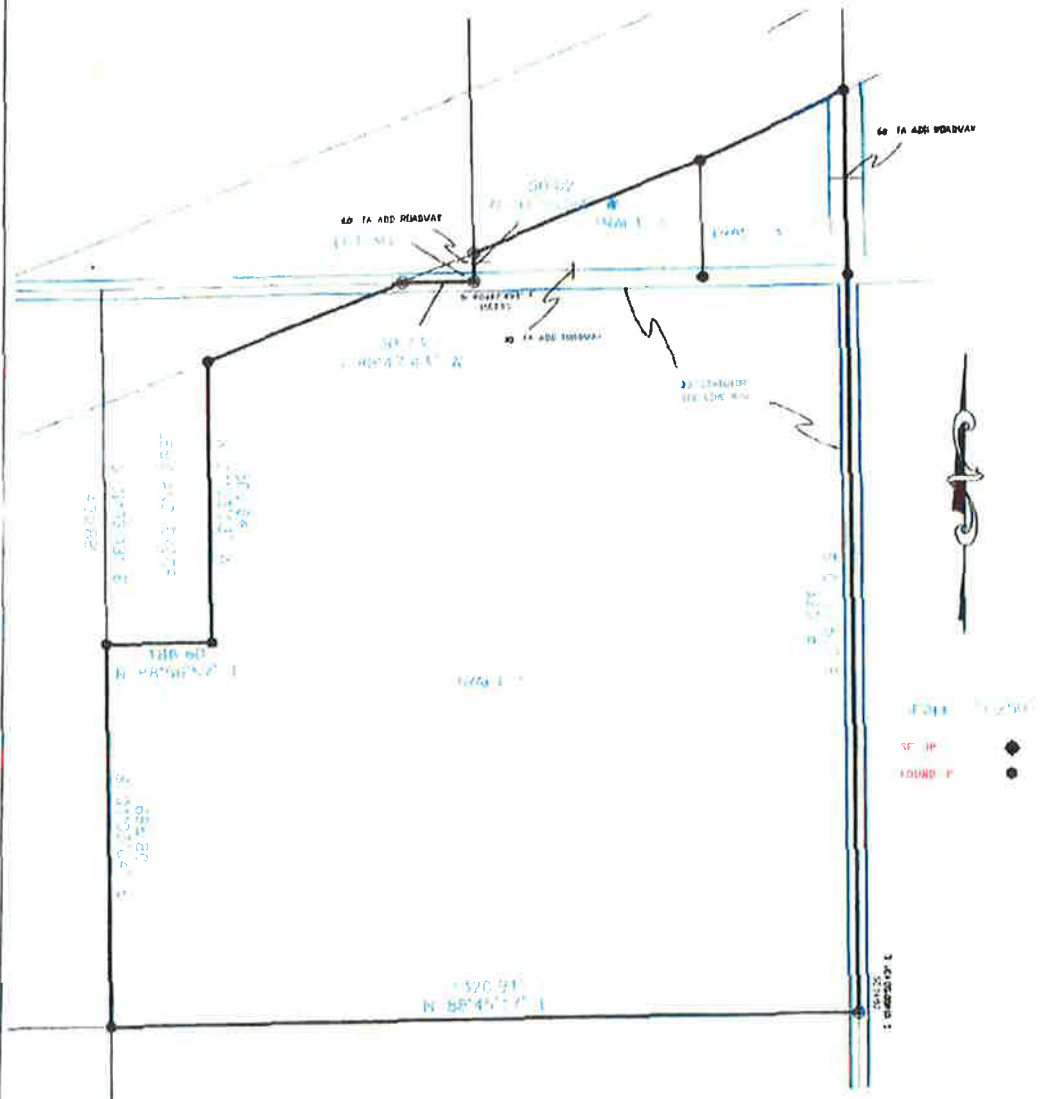


DEVELOPER AGREEMENT - EXHIBIT A

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 302.64 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-O-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-O-W IN TOWNSITE ADDITION #4 TO PITTSBURG COUNTY STATE OF OKLAHOMA

PROPERTY ADDRESS:
TBD, SW CORNER OF
14TH STREET AND 69 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

1


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



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 \times 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: October 23, 2018 Item Number: 2

Department: Finance

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

Prepared By: Troy, L.L.P. Account Code: _____

Date Prepared: October 16, 2018 Budgeted Amount: _____

Exhibits: 2

Subject

Presentation of Financial Reporting Under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of July 1, 2018.

Recommendation

Motion to accept and place on file the Actuarial Report for period ending July 1, 2018.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

10-18-18

Financial Reporting Under GASB Statements 67 & 68

**As of June 30, 2018
for**

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

MHBT, a Marsh & McLennan Agency LLC Company

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



a Marsh & McLennan Agency LLC company

October 10, 2018

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

Dear Pete:

We have prepared the accounting information that is required under GASB Statement No. 67 (Financial Reporting for Pension Plans) and Statement No. 68 (Accounting and Financial Reporting for Pensions).

Our calculations shown in this report are based on the census data, actuarial methods, procedures, and assumptions shown in the plan's actuarial funding report as of July 1, 2018, unless otherwise specifically noted.

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

The actuary signing below is a member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meets the U.S. Qualification Standards of the American Academy of Actuaries to render the Actuarial Opinion contained herein.

Respectfully submitted,

A stylized, cursive signature in black ink, appearing to read 'Bruce R. Nordstrom'.

Bruce R. Nordstrom, Senior Consulting Actuary
Fellow of the Society of Actuaries
Member of the American Academy of Actuaries
Enrolled Actuary No. 17-05871

A cursive signature in black ink, appearing to read 'Ralph Kunkel'.

Ralph Kunkel, Senior Consultant

Statement of Changes in Fiduciary Net Position

	Year Ended 06/30/2018	Year Ended 06/30/2017
Additions:		
City contributions	450,504	651,326
Investment income	1,045,313	1,691,681
Total additions	1,495,817	2,343,007
Deductions:		
Benefit payments	(1,170,192)	(1,068,783)
Administrative expenses	(102,669)	(103,197)
Total deductions	(1,272,861)	(1,171,980)
Net increase (decrease) in net position	222,956	1,171,027
Net position restricted for pensions:		
Beginning of year	13,784,516	12,613,489
End of year	14,007,472	13,784,516
Annual money-weighted rate of return, net of expenses paid from the trust	7.02%	12.81%

Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ended 06/30/2018	Year Ended 06/30/2017
Total pension liability ("TPL")	17,237,579	17,148,675
Net position from above	14,007,472	13,784,516
Net pension liability (end of year)	3,230,107	3,364,159
Net position as a percentage of TPL	81.3%	80.4%
Actuarially determined contribution	427,842	478,557
Actual contribution paid	450,504	651,326
Contribution deficiency (excess)	(22,662)	(172,769)

Actuarial Assumptions, Methods, and Plan Provisions

Summary of Significant Accounting Policies

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

Plan Description

Plan provisions are summarized in the separate Actuarial Funding Report as of July 1, 2018.

Actuarial Assumptions and Methods

The pension liability was determined based on actuarial assumptions and methods summarized in the separate Actuarial Funding Report as of July 1, 2018. Note that GASB 67 requires the use of the Entry Age Normal actuarial cost method. Since plan accruals have been frozen, the method used for funding shown in the Actuarial Funding Report generates the same pension liability as the Entry Age Normal method.

Investment Policy and Long-Term Expected Rate of Return

The plan's policy in regard to the allocation of invested assets is established by the City Council. The current asset allocation policy is 70% equity investments, 25% fixed income investments, and 5% cash. The long-term expected rate of return on pension investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rate of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2018 are summarized in the following table:

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

The City has, on average, made contributions that exceed actuarially determined contributions over the last few years. If the City continues to contribute in this fashion, the plan should always be sufficiently funded to pay benefits due.

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

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

	1% Decrease (6.2%)	Current Discount Rate (7.2%)	1% Increase (8.2%)
As of 06/30/2018			
Total pension liability	18,975,148	17,237,579	15,759,213
Net position	14,007,472	14,007,472	14,007,472
Net pension liability	4,967,676	3,230,107	1,751,741
As of 06/30/2017			
Total pension liability	18,927,164	17,148,675	15,640,605
Net position	13,784,516	13,784,516	13,784,516
Net pension liability	5,142,648	3,364,159	1,856,089

Schedules of Required Supplementary Information

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

	FYE 2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
<u>Total pension liability:</u>										
Service cost	0	0	0	0	0					
Interest	1,190,824	1,178,194	1,170,468	1,159,854	1,125,249					
Difference between expected and actual experience	68,272	103,095	25,240	4,086	354,880					
Changes in assumptions	0	0	0	0	0					
Benefit changes	0	0	0	0	0					
Benefit payments	(1,170,192)	(1,068,783)	(1,032,069)	(1,000,985)	(998,024)					
Net change	88,904	212,506	163,639	162,955	482,105					
Beginning of year TPL	17,148,675	16,936,169	16,772,530	16,609,575	16,127,470					
End of year TPL = (a)	17,237,579	17,148,675	16,936,169	16,772,530	16,609,575					
<u>Net position:</u>										
City contributions	450,504	651,326	567,282	495,901	580,226					
Net investment income	1,045,313	1,691,681	(240,348)	132,780	2,374,676					
Benefit payments	(1,170,192)	(1,068,783)	(1,032,069)	(1,000,985)	(998,024)					
Administrative expenses	(102,669)	(103,197)	(98,220)	(99,629)	(94,247)					
Other	0	0	0	0	0					
Net change	222,956	1,171,027	(803,355)	(471,933)	1,862,631					
Beginning of year net position	13,784,516	12,613,489	13,416,844	13,888,777	12,026,146					
End of year net position = (b)	14,007,472	13,784,516	12,613,489	13,416,844	13,888,777					
City's net pension liability = (a) - (b) =	3,230,107	3,364,159	4,322,680	3,355,686	2,720,798					
Net position as a percentage of TPL	81.3%	80.4%	74.5%	80.0%	83.6%					

Schedule of City Contributions Last 10 Fiscal Years

	FYE 2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Actual city contributions	450,504	651,326	567,282	495,901	580,226	877,216	885,464	814,184	674,663	651,326
Actuarially determined city contribution	427,842	478,557	458,246	489,408	507,902	931,814	885,271	821,436	674,662	478,557
Annual contribution excess (deficiency)	22,662	172,769	109,036	6,493	72,324	(54,598)	193	(7,252)	1	172,769

Pension Expense for Year Ended 06/30/2018

Net pension liability "NPL" at 06/30/2018	3,230,107
Less beginning NPL at 07/01/2017	(3,364,159)
(a) Change in NPL	(134,052)
City contributions	450,504
(b) Net change in NPL	316,452

Pension-related deferred outflows of resources and inflows of resources at 06/30/2018 from the following sources are:

	<u>Prior to Amortization of Current Year Portion</u>	
	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actuarial experience	0	(66,518)
Changes in assumptions	0	0
Net difference between projected and actual earnings on plan investments	82,433	0
(c-1),(c-2) Totals	82,433	(66,518)
(d-1) Unamortized actuarial experience base from 07/01/2013		(81,896)
(d-2) Unamortized investment gains/losses base from 07/01/2013		304,766
(e-1) Amortization of actuarial experience from 07/01/2013		(68,246)
(e-2) Amortization of investment gains/losses from 07/01/2013		304,766
(f-1) Unamortized actuarial experience base from 07/01/2014		(1,479)
(f-2) Unamortized investment gains/losses base from 07/01/2014		(338,178)
(g-1) Amortization of actuarial experience from 07/01/2014		(869)
(g-2) Amortization of investment gains/losses from 07/01/2014		(169,088)
(h-1) Unamortized actuarial experience base from 07/01/2015		(13,220)
(h-2) Unamortized investment gains/losses base from 07/01/2015		(711,655)
(i-1) Amortization of actuarial experience from 07/01/2015		(6,010)
(i-2) Amortization of investment gains/losses from 07/01/2015		(237,219)
(j-1) Unamortized actuarial experience base from 07/01/2016		(67,986)
(j-2) Unamortized investment gains/losses base from 07/01/2016		641,802
(k-1) Amortization of actuarial experience from 07/01/2016		(32,375)
(k-2) Amortization of investment gains/losses from 07/01/2016		160,451
(l-1) Amortization of current year actuarial experience = (66,518) / 2.7 years =		(24,636)
(l-2) Amortization of current year investment gains/losses = 82,433 / 5.0 years =		16,487
Pension expense, year ending 06/30/2018=(b)+(c-1,2)+(d-1,2)-(e-1,2)+(f-1,2)-(g-1,2)+(h-1,2)-(i-1,2)+(j-1,2)-(k-1,2)-(l-1,2)=		121,260
<u>Statement of Net Position Reconciliations:</u>		
NPL at 06/30/2018		3,230,107
Deferred outflows – experience gains/(losses)		(98,963)
Deferred inflows – investment gains/(losses)		(96,229)
Statement of net position elements in total at 06/30/2018		3,034,915
NPL at 07/01/2017		3,364,159
Pension expense for year ended 06/30/2017 developed above		121,260
City contributions		(450,504)
Statement of net position elements in total at 06/30/2018		3,034,915

Estimated Pension Expense for Year Ending 06/30/2019

a. Service cost =	0
b. Interest cost = $7.2\% \times \$17,237,579 - 3.6\% \times \$1,268,116 =$	1,195,454
c. Expected return on net position = $7.2\% \times \$14,007,472$ - $3.6\% \times \$1,268,116 + 3.6\% \times \$453,602 =$	979,215
d. Unamortized balances of bases re: actuarial experience =	(98,963)
e. Unamortized balances of bases re: investment gains/losses =	(96,229)
f. Amortizations of prior year bases re: actuarial experience =	(132,136)
g. Amortizations of prior year bases re: investment gains/losses =	75,397

Estimated pension expense for year ended 06/30/2019

= a. + b. - c. + d. + e. - f. - g. =

77,786

Actuarial Funding Report

**As of July 1, 2018
for**

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

MHBT, a Marsh & McLennan Agency LLC Company

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



a Marsh & McLennan Agency LLC company

July 27, 2018

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

Dear Pete:

This report presents the results of the July 1, 2018 actuarial valuation of the **City of McAlester Defined Benefit Retirement Plan and Trust**. It has been prepared to present the contribution requirements for the plan and fiscal year ending June 30, 2019. This report contains a discussion of the highlights of this year's valuation along with comparisons made to last year and to historical information for the last four years.

Our calculations are based upon the census data supplied by the City. This information is summarized in this report, which also includes a description of the actuarial assumptions used, a description of the actuarial methods used, and a summary of the plan provisions valued. The asset information for the valuation as of July 1, 2017 was taken from asset statements provided by Smith Barney and from information provided by the City about benefit payments and their reimbursement.

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

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

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

Respectfully submitted,

A stylized, handwritten signature in black ink.

Bruce R. Nordstrom, Senior Consulting Actuary
Fellow of the Society of Actuaries
Member of the American Academy of Actuaries
Enrolled Actuary No. 17-05871

A handwritten signature in black ink, appearing to read 'Ralph Kunkel'.

Ralph Kunkel, Senior Consultant

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

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D. Actuarial Valuation Date, Funding Policy, and Changes Since the Last Valuation	18
SECTION 5: PLAN PROVISIONS AND RISKS FACED BY PLAN	20-23

ACTUARIAL VALUATION

HIGHLIGHTS

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

FUNDING (for plan year ending June 30)	Actuarial Valuation As Of	
	July 1, 2018	July 1, 2017
Annual Required Contribution (ARC)	\$ 453,602	\$ 427,842
Normal Cost (with interest)	\$ 0	\$ 0
Approximate Asset Return (<i>for previous year</i>)		
Market value basis	7.0%	12.8%
Actuarial value basis	7.2%	8.4%
Market Value of Assets	\$ 14,007,472	\$ 13,784,516
Actuarial Value of Assets	\$ 14,089,772	\$ 13,835,311
Actuarial Accrued Liability	\$ 17,237,579	\$ 17,148,675
Funding Percentage (at Market Value)	81.3%	80.4%
Funding Percentage (at Actuarial Value)	81.7%	80.7%
Funding Interest Rate	7.2%	7.2%

DEMOGRAPHICS

Number of Participants:		
Active	62	69
Terminated vested	34	32
Retired and beneficiaries	84	82
<i>Total</i>	180	183
Covered Payroll	\$ N/A*	\$ N/A*
Average Age - Actives	54.2	53.6
Average Years of Service - Actives	17.1	16.5

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

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

Due to market conditions, the plan's market value asset performance last year was slightly less than the assumed investment return assumption of 7.2%. The estimated annual rate of return on the market value of assets for the year ending June 30, 2018 was 7.0%, as compared to much different returns the last two years – a gain of 12.8% for year ended June 30, 2017 and a loss of 2.6% for year ended June 30, 2016.

The value of plan assets used to determine the funding requirements ("actuarial value of assets") is a five-year weighted average of market values. The estimated annual rate of return on the actuarial value of assets for the year ending June 30, 2018 was a gain of 7.2%, as compared to a gain of 8.4% for the year ended June 30, 2017.

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

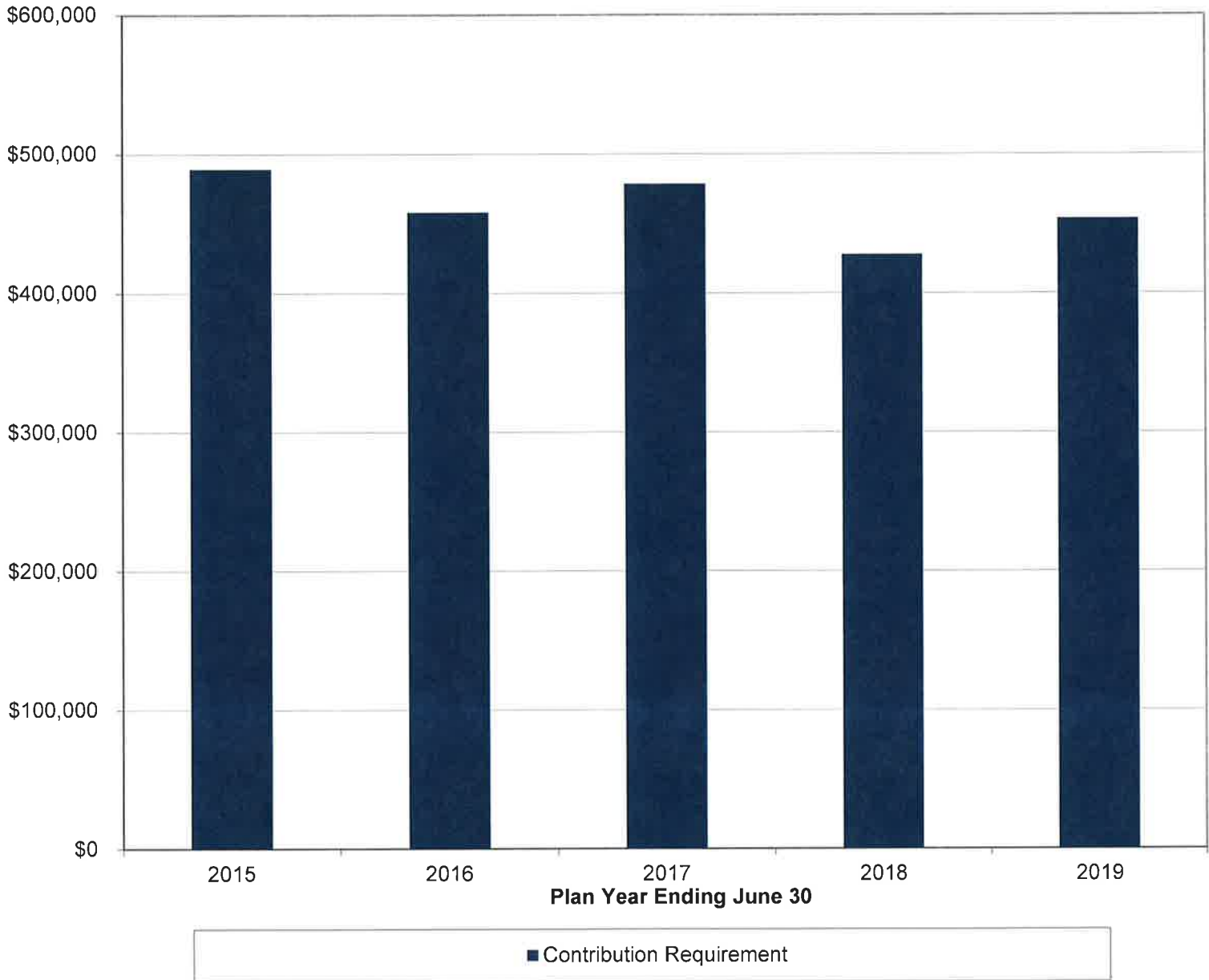
* * * *

The following pages contain a graphical presentation of various monetary and demographic statistics for the five-year period ending on July 1, 2018 and a discussion of the significance of past changes.

GRAPHS AND RESULTS

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

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

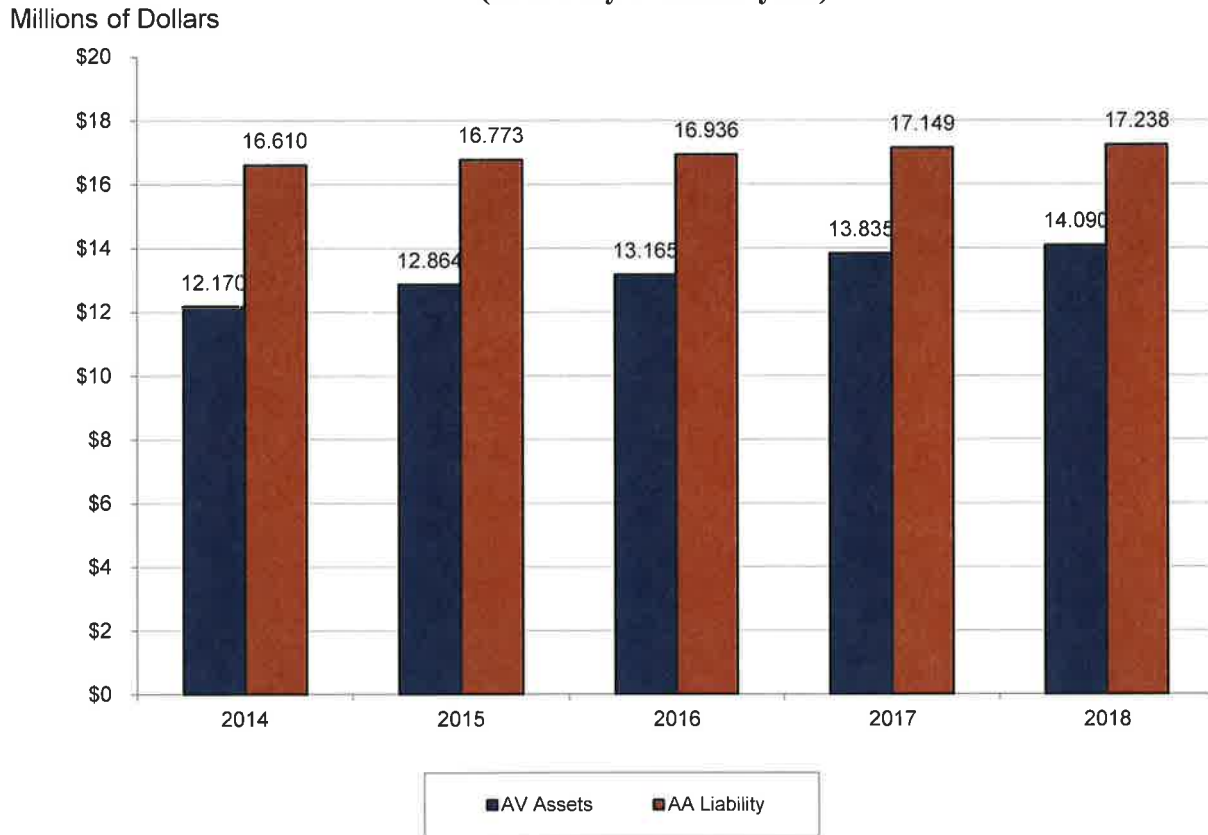


The annual contribution requirement for the current year increased slightly compared to the prior year by about 6% (see above).

As shown on page 10, the plan's ARC is equal to an amortization payment plus normal cost, which is equal to \$0 for all years shown above due to the plan freeze effective July 1, 2013.

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

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

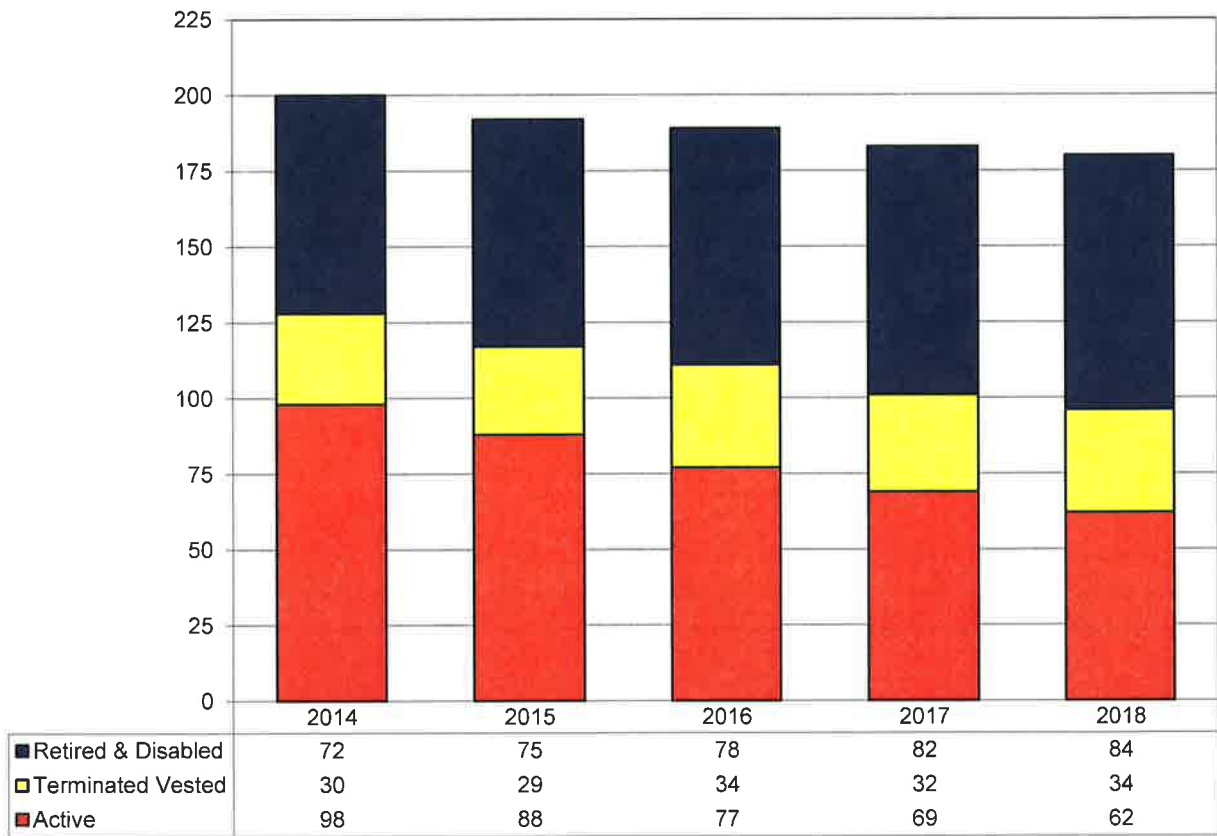


The difference between the two components above is the unfunded actuarial accrued liability. The unfunded actuarial accrued liability impacts the contribution required to adequately fund the plan and is funded through the annual amortization requirement.

The unfunded actuarial accrued liability decreased compared to last year by more than \$160,000 due mostly to a retiree death and two non-vested terminations.

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

GRAPH 3 - Plan Membership



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

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

SECTION 1

FUNDING INFORMATION

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

A. Annual Required Contribution (ARC)

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

	<u>July 1, 2018</u>		<u>July 1, 2017</u>	
	<u>Amount</u>	<u>% of Payroll</u>	<u>Amount</u>	<u>% of Payroll</u>
1. Normal Cost (with interest)	\$ 0	N/A	\$ 0	N/A
2. Amortization Requirement (with interest)	<u>\$ 453,602</u>	N/A	<u>\$ 427,842</u>	N/A
3. Annual Required Contribution for Plan Year = 1. + 2.	<u>\$ 453,602</u>	N/A	<u>\$ 427,842</u>	N/A

B. Unfunded Actuarial Accrued Liability

1. Actuarial Accrued Liability as of July 1, 2018	
a. Active Participants	\$ 2,981,013
b. Terminated Vested Participants	2,307,846
c. Retired and Disabled Participants	<u>11,948,720</u>
d. Actuarial Accrued Liability	<u>\$ 17,237,579</u>
2. Actuarial Value of Assets as of July 1, 2018	<u>\$ 14,089,772</u>
3. Unfunded Actuarial Accrued Liability as of July 1, 2018 = 1.d. - 2.	<u>\$ 3,147,807</u>

C. Determination of the Amortization Requirement

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

	<u>Unfunded Liability Arising:</u>	
	<u>Prior to July 1, 2009</u>	<u>After June 30, 2009</u>
1. Unfunded Actuarial Accrued Liability:	\$ 2,082,737	\$ 1,065,070
2. Remaining Years Left in Amortization Periods	8	20
3. Amortization Requirements on July 1, 2018	<u>\$ 327,891</u>	<u>\$ 95,245</u>
4. Total Amortization Requirement on July 1, 2018		<u>\$ 423,136</u>

SECTION 2

PLAN ASSET INFORMATION

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

A. Reconciliation of Market Value of Assets

	<u>Year Ending:</u>	
	<u>June 30, 2018</u>	<u>June 30, 2017</u>
1. Market Value of Assets on July 1, prior year	\$ 13,784,516	\$ 12,613,489
2. Changes During Year		
a. Employer contributions	450,504	651,326
b. Benefit payments made	(1,161,351)	(1,062,889)
c. Benefit payments due but not paid yet	(8,841)	(5,894)
d. Plan expenses	(102,669)	(103,197)
e. Investment income and change in market value	<u>1,045,313</u>	<u>1,691,681</u>
f. Net increase (decrease) during year – (sum of above)	222,956	1,171,027
3. Market Value of Assets on June 30, current year	\$14,007,472	\$13,784,516
Estimated net investment return on market value	7.0%	12.8%

B. Development of Actuarial Value of Assets

<u>Year</u>	<u>Market Value</u>	<u>Contribution</u>	<u>Expected</u>		<u>Market Value</u>	<u>Cumulative</u>	<u>Actuarial</u>
<u>(1)</u>	<u>BOY</u>	<u>Less Expenses</u>	<u>Return</u>	<u>Gain/ (Loss)</u>	<u>EOY</u>	<u>Unrecog-</u>	<u>Value of</u>
	(2)	<u>Less Benefit</u>	<u>on AVA</u>		(6)	<u>nized Gain/</u>	<u>Assets</u>
		<u>Payments</u>	<u>at 7.2%</u>	(5)		<u>(Loss)</u>	(8)
		(3)	(4)		[2 + 3 + 4 + 5]	(7)	
2012	10,445,928	72,466	758,863	(761,595)	10,515,662	(2,856,269)	10,763,608
2013	10,515,662	(99,185)	771,409	838,260	12,026,146	(577,497)	11,320,333
2014	12,026,146	(512,045)	796,630	1,578,046	13,888,777	2,824,214	12,169,761
2015	13,888,777	(604,713)	854,453	(721,673)	13,416,844	2,224,343	12,864,370
2016	13,416,844	(563,007)	905,966	(1,146,314)	12,613,489	(213,276)	13,164,674
2017	12,613,489	(520,654)	929,113	762,568	13,784,516	1,310,887	13,835,311
2018	13,784,516	(822,357)	966,538	78,775	14,007,472	551,402	14,089,772

SECTION 3

DEMOGRAPHIC INFORMATION

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

A. Reconciliation of Participant Data

	Active Participants	Terminated Vested Participants	Retired Participants, Disabled Participants and Beneficiaries	Total
July 1, 2017 Valuation	69	32	82	183
Non-vested Terminations	(2)	-	-	(2)
Vested Terminations	(2)	2	-	0
Disabled	-	-	-	0
Deaths with Eligible Beneficiary	-	-	-	0
Deaths without Eligible Beneficiary	-	-	(1)	(1)
Beneficiary	-	-	-	0
Retirements	(3)	-	3	0
Expired Benefits / Lumps Sums	-	-	-	0
New Participants	0	-	-	0
July 1, 2018 Valuation	62	34	84	180

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

B. Age - Service Distribution of Active Participants

Age	Years of Service									Total
	Under 1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35 & Up	
0 - 24	0	0	0	0	0	0	0	0	0	0
25 - 29	0	0	1	0	0	0	0	0	0	1
30 - 34	0	0	0	0	0	0	0	0	0	0
35 - 39	0	0	2	2	0	0	0	0	0	4
40 - 44	0	0	2	2	1	1	0	0	0	6
45 - 49	0	0	3	1	0	1	1	0	0	6
50 - 54	0	0	4	1	2	3	3	2	0	15
55 - 59	0	0	1	4	3	2	4	0	2	16
60 - 64	0	0	2	2	1	0	0	0	1	6
65 & Up	0	0	2	4	1	0	0	0	1	8
Total	0	0	17	16	8	7	8	2	4	62

C. Participant Counts and Statistics

Active Participants:

Number	62
Average Age	54.2 years
Average Service	17.1 years

Terminated Vested Participants:

Number	34
Total Annual Benefit Payments	\$ 269,160

Retired and Disabled Participants and Beneficiaries:

Number	84
Total Annual Benefit Payments	\$ 1,180,959

SECTION 4

ASSUMPTIONS AND METHODS

July 1, 2018 Actuarial Valuation

A. Actuarial Assumptions

Healthy Lives

Disabled Lives

Investment Return

Salary Increases

Marriage Assumption

Turnover Rates

Disability Rates

Sample Disability and Turnover Rates:

Retirement Rates

Retirement

Maximum Benefit Limitations Under IRC Section 415

Deferred Age for Terminated Vested Participants:

MHBT

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

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

B. Asset Valuation Method

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

C. Actuarial Cost Method

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

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

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

The valuation is performed as of July 1 of the plan year.

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

There have been no assumption or method changes since the last valuation as of July 1, 2017 besides the annual change in the mortality table.

SECTION 5

PLAN PROVISIONS AND RISKS FACED BY PLAN

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

The plan provisions used to determine the plan sponsor's funding requirements for the plan year ending June 30, 2018 were based on the provisions of the plan as in effect on July 1, 2017.

A summary of the major plan provisions is shown below:

Plan Year

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

Effective Date of Plan

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

Participation Requirements

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

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

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

Benefit Service

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

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

Vesting Service

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

Plan Compensation

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

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

Final Average Monthly Compensation

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

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

Monthly Accrued Benefit

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

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

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

Monthly Minimum Benefit

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

Normal Retirement Age

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

Late (Deferred) Retirement Age

Retirement at any age after normal retirement age is allowed.

Disability Benefit

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

Termination Benefit

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

Pre-Retirement Death Benefit

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

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

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

Payment Options

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

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

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

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

Automatic Cash Out

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

Limitation on Benefits

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

Deferred Retirement Option Plan (DROP) Benefits

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

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

Bonus Program Benefits

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

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

The City of McAlester Defined Benefit Retirement Plan and Trust
July 1, 2018 Actuarial Valuation

Significant Risks Faced by this Plan

This plan faces many risks that may impact the future financial status of the plan. We have attempted to identify those risks that we consider the most significant or potentially damaging, but, by their very nature, there is no way to be certain that we have identified all risks to the plan. Each actuarial assumption represents our, or the plan sponsor's, best estimate of future experience, but that does not imply that such expectations will be realized. The following risks were considered important enough that it might be advisable for the plan sponsor to consider a quantitative assessment of the impact of adverse experience on plan financials.

Investment Risk

The plan's investments are reasonably aggressive. The funded status of the plan would be negatively impacted by unfavorable returns in the equity and other markets. This could lead to higher future contribution requirements. We have not prepared an assessment of the quantitative effects of future asset return performance.

Asset/Liability Mismatch Risk

The plan's investments include both equity investments and fixed income investments that are not synchronized with the plan's expected cash flows. While this tends to result in higher investment returns, it adds to the risk that asset values will diverge from liability measurements. We do not provide investment advice and, generally, we do not recommend that the assets and liabilities be synchronized in this fashion, but the plan sponsor should note that the risk of mismatch could be reduced or eliminated at the cost of lower future asset returns.

Interest Rate Risk

The plan's liabilities are dependent upon the assumed interest rate. While this rate represents the best estimate of future returns, such future performance is inherently risky and decreases in interest rates will increase plan liabilities and could reduce the plan's funded status, depending on the impact those lower rates have on the plan's investments. The plan sponsor should note that the interest rate risk could be reduced or eliminated by synchronizing the plan's investments with the expected benefit cash flows, generally by moving to a 100% fixed income portfolio with similar cash flows, at the cost of lower future assets returns.

Longevity and Other Demographic Risk

The plan provides retirement benefits that will be paid for their lifetimes. While the plan uses mortality tables that include adjustments for future improvements in mortality rates, if the plan participants live longer than expected based on these tables, the plan's costs would increase and such increase could be significant.

Contribution Risk

In the future, the plan sponsor may or may not be willing or able to make plan contributions as expected, and such reductions in future assets will have a negative impact on the plan's funded status. We have not assessed the likelihood of this event.

Summary of Risks

Of the above risks, we feel that the asset return and interest rate risks are most important for the plan sponsor to monitor. We would be happy to provide scenario, sensitivity, or stress testing, or other quantitative assessment of the potential for unpleasant events that may impact the plan's future.



McAlester City Council

AGENDA REPORT

Meeting Date: October 23, 2018 Item Number: 3
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: October 18, 2018 Budgeted Amount: _____
Exhibits: Multiple

Subject

Discussion on the residential sewer drainage located at 411 and 415 East Miami Ave.

Recommendation

Discussion.

Discussion

The owner of these two properties has requested the council to address the fact that the drainage system for these properties does not tie into the city sewer system.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

10-18-18

Susan Hooper

From: Peter Stasiak
Sent: Thursday, October 18, 2018 11:05 AM
To: Susan Hooper
Subject: Fw: Sewer Issue at 411 & 415 E. Miami Avenue
Attachments: 412 E. Osage - 415 E. Miami.pdf; 412 E. Osage Permission Letter.pdf; Map of property & sewers - Miami to Osage - 4th to 5th.pdf

From: George Marcangeli
Sent: Thursday, October 18, 2018 7:16 AM
To: Peter Stasiak
Cc: Dalton Carlton; George Marcangeli
Subject: Sewer Issue at 411 & 415 E. Miami Avenue

Pete,

In regard to the complaint you received from Cody Nelson regarding sewer service at 411 E. Miami Avenue, I am providing you with the following historical accounting of my involvement in this issue:

September 5, 2017 - I received a phone call from Crystal Barlow about a sewer problem at 415 E. Miami. After checking our water and sewer atlas, I discovered that the City had no main sewer lines located in Block 568. This block extends from Fourth Street to Fifth Street between Osage Ave. and Miami Avenue, as shown on the attached map. There are eleven (11) private residences in this block and there are no platted alleys or easements that I can find.

September 6, 2017 - I researched the county clerk's records for property ownerships and emailed this information to Crystal Barlow so she could contact some adjacent property owners regarding the sewer service in this block. There appears to be 1 or 2 common sewer lines that are connected to a City Sewer Manhole in Fifth Street east of 905 S. Fifth. I had found some of these lines in the field earlier when the previous owner of 415 E. Miami had called about a sewer issue at 415 E. Miami.

September 6, 2017 - In doing the field review, it appeared that the sewer line serving 415 & 411 E. Miami was connected to a sewer line

somewhere on the property at 412 E. Osage. The residence at 412 E. Osage is not occupied and appears to have been vacant for several years. I called a local attorney, J. A. Allford, and he referred me to Margaret Stanfill who owns the property at 412 E. Osage. I asked her for a letter giving permission to enter her property to repair the sewer line serving 415 & 411 E. Miami.

October 2, 2017 - I received a letter from Margaret Stanfill granting written permission for access to her property at 412 E. Osage so that the sewer line serving 415 & 411 E. Miami could be located and repaired. The letter was forwarded to the property owners of 415 & 411 E. Miami.

October 3, 2017 - Kevin Hardwick received an email from the local DEQ representative asking for information about the sewer lines serving 415 & 411 E. Miami. I emailed DEQ the information we had showing all private properties and sewer lines in Block 568 and no public sewer lines or rights-of-way.

October 4, 2017 - Jonathan Schulz (DEQ) emailed us and indicated that it was the homeowners responsibility to fix their sewer problem since no public sewers existed in Block 568.

May 29, 2018 - Dalton Carlton received an email from Cody Nelson asking Dalton about a plan for a sewer line for 411 & 415 E. Miami.

June 6, 2018 - I emailed Dalton and explained to him what we had found in this area. I advised him that the quickest way to resolve the sewer issue was to have a plumber repair the existing private sewer line. I discussed a possible alternate plan to construct about 500 feet of new 8" sewer main on Fifth Street and Miami Avenue. This would be very costly and would only serve the 4 residences on Miami Avenue if they chose to reroute their sewers from the north side of their house to the south side (Miami Avenue). My recommendation was that the property owner(s) of 415 & 411 E. Miami hire a local plumber and do what was necessary to correct the problem with their sewer service line. I believe my email was forwarded to Cody Nelson by Dalton for his consideration.

June 6, 2018 - Cody Nelson emailed the City of McAlester and took issue with our recommendations.

If you need any additional information on this issue, please advise.

George Marcangeli, P.E.
Special Projects Engineer



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Phone: 918-423-9300

Fax: 918-421-4943

Page 1 of 2

ENGINEERING DEPARTMENT

DATE: 9-6-17

FAX: 918-423-3133

TO: J.A. Allford

COMPANY: Attorney

FROM: GEORGE MARCANGELI

SUBJECT: 412 E. Osage - Legal description

MESSAGE

J.A. - There is a sewer problem at 415 E. Miami that may require a plumber to have access to the property at 412 E. Osage in order to resolve the problem. We need to know who owns 412 E. Osage (if possible). Thanks

George MARCANGELI
Cell# 918-421-9065
Ext# 918-423-9300 X 4980

1 of 1

Basic Information

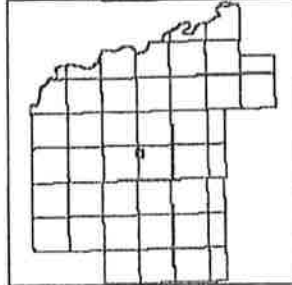
0100-00-568-002-0-002-00

Addition : South McAlester

Township : T5N

Range : R15E

Section : 07



Map Parcel

TOWNSHIP
PLAT MAP *new*

Owner(s)

VOGEL, J B

% WILLIAM ROCK

P O BOX 1383

MCALESTER, OK 74502--138

Parcel Location

412 E OSAGE AV

McAlester OK

80 McAlester-C

Parcel Value

Assessed Values

\$429

\$1,573

: Land :

: Improvement :

: Other :

Market Values

\$3,904

\$14,298

Estimated Tax : \$151

Legal Description

E 50' OR E/2 LOT 2 & E/2 OF N 15' LOT 5 BLK 568 SO MCALESTER

Sales Information

Jul 11, 2012

Grantor : VOGEL, THELMA S.
(DEC'D)

Grantee : VOGEL, J B

Book : 1969

Page : 150

Qualifi : 21

Instrument : FD

Vacant : I

Building (Improvement) Information

One Story

1,008'

One Story

Quality :

William C. Rock, Jr
Arvest Bank Utility Draft Payment
12/31/14
thru

JACK B. VOGEL ESTATE
P. O. BOX 264
BROKEN ARROW, OK 74013
918-695-2700

October 2, 2017

Mr. George Marcangeli
P. O. Box 578
McAlester, OK 74502
Fax No. 918-421-4971

Subject: Property at 412 E. Osage, McAlester

Dear Mr. Marcangeli:

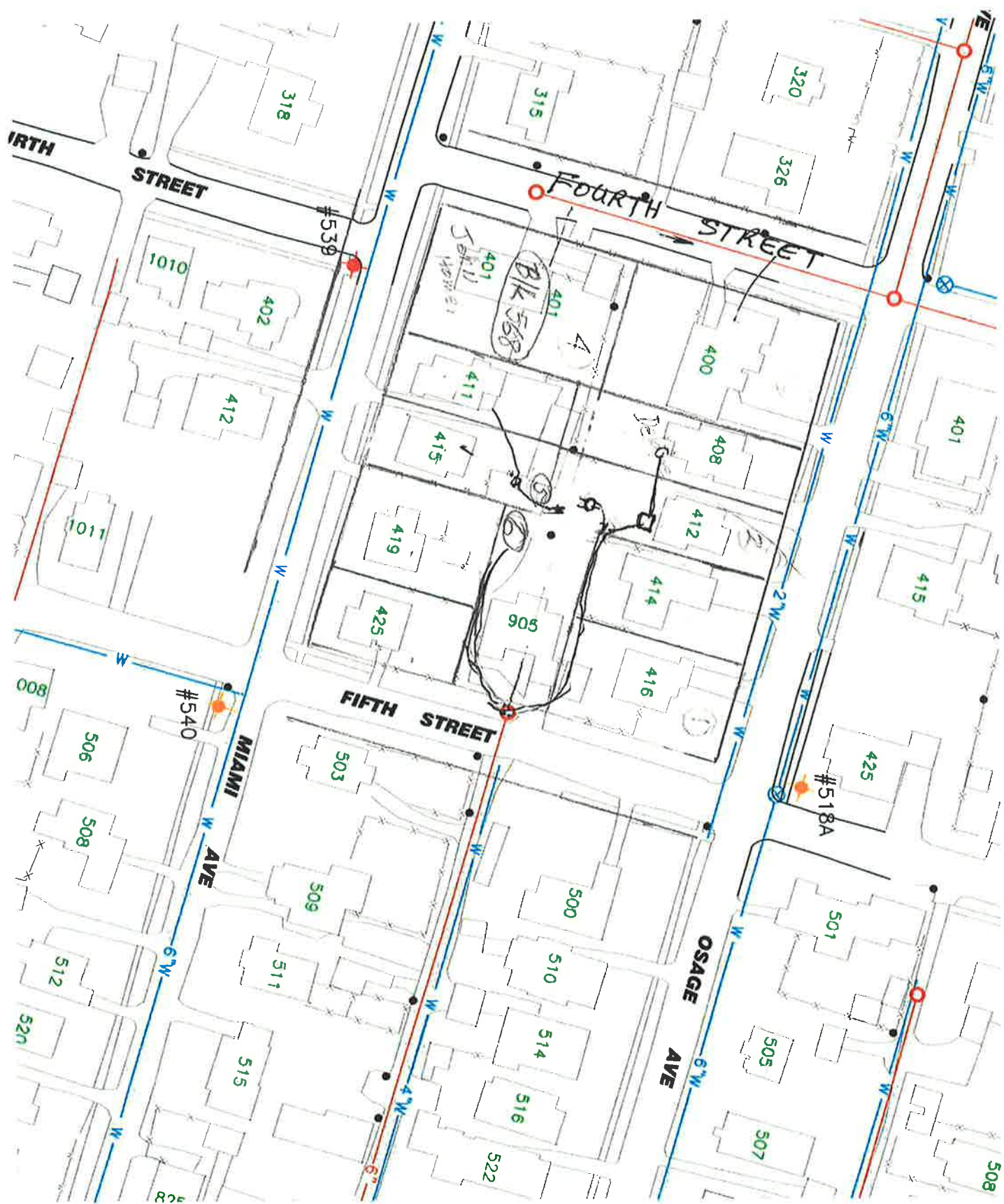
As the Personal Representative of the Jack B. Vogel Estate, access to the above property is granted to take whatever action is necessary to correct the sewer problem that may be involved with the above property. Hopefully, this will allow the problem at 415 E. Miami to be resolved.

Best regards,



Margaret Stanfill
Personal Representative

Cc: Mr. J. A. Allford, Attorney





McAlester City Council

AGENDA REPORT

TABLED FROM OCTOBER 9TH COUNCIL MEETING

Meeting Date:	<u>October 23, 2018</u>	Item Number:	<u>4</u>
Department:	<u>City Clerk</u>		
Prepared By:	<u>Cora Middleton, City Clerk</u>	Account Code:	<u></u>
Date Prepared:	<u>September 28, 2018</u>	Budgeted Amount:	<u></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	CM	09.28.18
City Manager	P. Stasiak <u>PJS</u>	<u>10-18-18</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



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

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 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) Larry & Cynthia Butler
ADDRESS 807 Indiana
McAlester, OK, 74501

CLAIMANT(S) SOCIAL SECURITY NO. _____

CLAIMANT(S) DATE OF BIRTH _____

PHONE: HOME (918) 420-9214 BUS. () _____

Continue on another sheet if needed

- DATE AND TIME OF INCIDENT 7/31/18 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

SIGNATURE(S)

08-13-18

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 Cara Mulliken
(Title) City Clerk, on August 13, 2018

For further information on this claim contact Dan Ruzicka
(Title) Risk Mgmt / Safety, by telephone at 918, 423-2300 ext. 4934

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. Offices

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: Cara Mulliken Date August 16, 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

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 23, 2018 **Item Number:** 5

Department: City Council

Prepared By: Peter Stasiak, City Manager **Account Code:** _____

Date Prepared: October 16, 2018 **Budgeted Amount:** _____

Exhibits: 1 (ordinance)

Subject

Consider and act upon, approval of an ordinance of the City of McAlester; authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately, repealing all conflicting ordinances.

Recommendation

Motion to approve the ordinance authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

10-18-18

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, DEDICATING A PLATTED ROADWAY LOCATED IN TOWNSITE ADDITION NO. 5 (TSA NO. 5) PITTSBURG COUNTY, OKLAHOMA. BEING FORTY FEET (40') IN WIDTH AND FIVE HUNDRED FEET (500') IN LENGTH, LOCATED BETWEEN TSA 5 LOT NOS. SIXTY EIGHT (68) AND EIGHTY EIGHT (88) AS A PUBLIC STREET OF THE CITY OF MCALESTER, OKLAHOMA, MORE COMMONLY KNOWN AND NAMED EAST KIOWA AVENUE, AND DECLARING AN EMERGENCY.

* * * * *

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

WHEREAS, the City of McAlester, Oklahoma, to better serve the interest of the public annexed that part of Townsite Addition No. Five in which the above described platted public roadway was described and located in 1976; and

Whereas, said public roadway had been dedicated to the public's use as a public roadway but was not maintained as such.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL, of the City of McAlester, Oklahoma that the above described public roadway be accepted as part of the public ways of this City, to become part of the City's roadway system and maintained as such, to be known as East Kiowa Avenue:

Section 1. EMERGENCY CLAUSE. That an emergency is hereby declared to exist for the preservation of the public peace, health, and safety by reason whereof it is necessary that this act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, WITH EMERGENCY CLAUSE BEING SEPERATELY ADOPTED, ON THIS _____ DAY OF _____, 2018.

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By _____
John Browne, Mayor

(SEAL)

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2018.

By William J. Ervin, City Attorney



East Kiowa Avenue Extension
(A brief History)

- April 1, 1916 Pittsburg County Townsite Addition # 5 plat was filed at Pittsburg County Clerk's Office. This plat included a 40ft wide roadway between lot 68 and 88 Townsite Addition # 5 that was east of and adjacent to Kiowa Avenue in McAlester. Townsite Addition # 5 was not in the city limits of the City of McAlester at this time.
- August 10, 1976 City of McAlester passed Ordinance No. 1497 adding lots 68, 88 and 89, Townsite Addition # 5 to the city limits of the City of McAlester. The platted 40 ft wide roadway between lot 68 and 88 was included in this annexation ordinance.
- September 23, 1976 Robert and Margaret Schiller and Wal-Mart Properties, Inc. filed a joint easement to the City of McAlester for re-opening on and across prior streets, Kiowa and Comanche Avenue for use across lots 68 and 88, Townsite Addition # 5.
- May 30, 2017 Harve Taylor and Wal-Mart began concrete repairs and joint sealing of the 40' platted roadway between lots 68 and 88 and asked the City of McAlester to accept a 500ft. long x 40ft wide strip as E. Kiowa Avenue east of U.S. 69 Hwy. right-of-way upon completion of repairs and joint sealing.
- June 15, 2018 City Public Works Director and Special Projects Engineer inspected the repairs and joint sealing work and indicated that it was acceptable to the City of McAlester.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 23, 2018</u>	Item Number:	<u>6</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Toni Ervin</u>	Account Code:	<u></u>
Date Prepared:	<u>October 16, 2018</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>5</u>

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

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

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-4, 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

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Increase (Decrease)	Balance After Amendment
24	4-0-999	AIRPORT GRANT	Appropriated Fund Balance	-	3,119	3,119
24	4-0-330	AIRPORT GRANT	Grant Reveune		28,071	28,071
24	4-0-330	AIRPORT GRANT	Grant Reveune		4,152,151	4,152,151
24	4-0-332	AIRPORT GRANT	OAC Grant Reveune		230,675	230,675
24	40-704	AIRPORT GRANT	Transfer from Aiport Fund		230,677	230,677
						*
						*
						*
						*
						*
						*
						*
						*
			Total		4,644,693	

[illegible]

Original Budget - Revenues ***	\$ -
Amendments	<u>4,644,693</u>
Current Budget - Revenues	\$ 4,644,693
Original Budget - Expenditures	\$ -
Amendments	<u>4,644,693</u>
Current Budget - Expenditures	\$ 4,644,693

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
03	4-0-720		Transfer from General	71,957	230,677	302,634
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
			Total		230,677	

[illegible]

Original Budget - Revenues ***	\$ 234,864
Amendments	<u>230,677</u>
Current Budget - Revenues	\$ 465,541
Original Budget - Expenditures	\$ 234,864
Amendments	<u>230,677</u>
Current Budget - Expenditures	\$ 465,541

Explanation of Budget Amendment:
Appropriate funds for the new Airport Grant.

City Clerk

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	4-0-702		Transfer from MPWA	1,853,493	230,677	2,084,170
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
			Total		230,677	

[illegible]

Original Budget - Revenues ***	\$14,828,071
Amendments	<u>230,677</u>
Current Budget - Revenues	\$15,058,748
Original Budget - Expenditures	\$14,828,071
Amendments	<u>230,677</u>
Current Budget - Expenditures	\$15,058,748

Approved by the City Council this
October 23, 2018

Appropriate funds for the new Airport Grant.

Mayo

Posted By _____ Date _____ BA# _____ Pkt# _____

A1119-009

[illegible][illegible]

Original Budget - Revenues ***	\$ 9,403,386
Amendments	<u>230,677</u>
Current Budget - Revenues	\$ 9,634,063
Original Budget - Expenditures	\$ 9,403,386
Amendments	<u>230,677</u>
Current Budget - Expenditures	\$ 9,634,063



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 23, 2018</u>	Item Number:	<u>7</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Toni Ervin</u>	Account Code:	<u></u>
Date Prepared:	<u>October 16, 2018</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>5</u>

Subject

Discussion on Monthly Financial update.

Recommendation

Discussion on City of McAlester's Financial update.

Discussion

See attached reports.

Approved By

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

City of McAlester

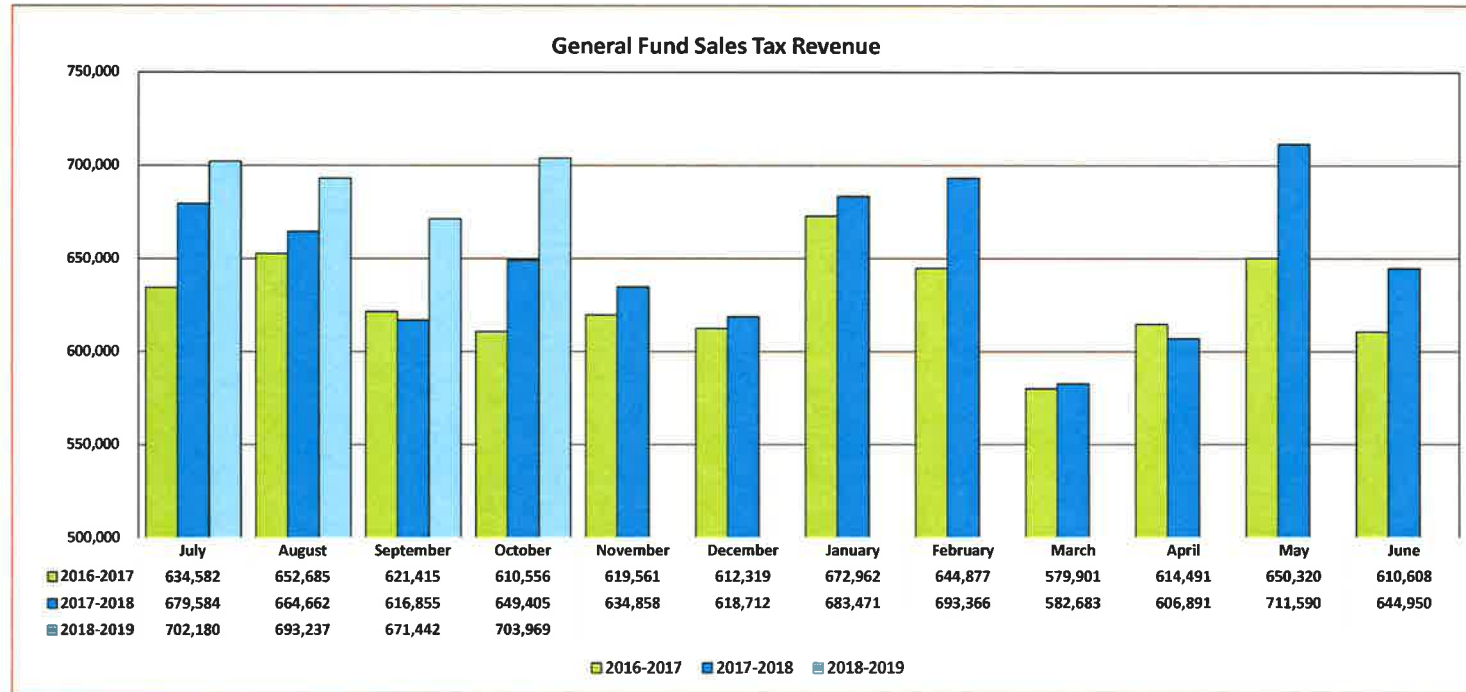
Financial Summary as of SEPTEMBER 30, 2018

Percentage of year complete: 25%

GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 724,393	\$ 724,393	\$ 724,393	
REVENUES	12,974,578	12,974,578	3,251,520	25.06%
EXPENDITURES	(14,008,727)	(14,008,727)	(3,514,170)	25.09%
REVENUES OVER (UNDER) EXPENDITURES	\$ (1,034,149)	\$ (1,034,149)	\$ (262,650)	
TRANSFERS IN	\$ 1,853,493	1,853,493	\$ 463,373	25.00%
TRANSFERS OUT	(819,344)	(819,344)	(204,836)	25.00%
NET TRANSFERS	\$ 1,034,149	\$ 1,034,149	\$ 258,537	
INCREASE (DECREASE) TO BALANCE	\$ -	\$ -	\$ (4,112)	
ENDING BALANCE	\$ 724,393	\$ 724,393	\$ 720,281	

MPWA FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 609,994	\$ 609,994	\$ 609,994	
REVENUES	9,403,386	9,403,386	2,576,157	27.40%
EXPENDITURES	(6,967,064)	(6,967,064)	(1,560,811)	22.40%
REVENUES OVER (UNDER) EXPENDITURES	\$ 2,436,322	\$ 2,436,322	\$ 1,015,346	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(2,436,322)	(2,436,322)	(609,080)	25.00%
INCREASE (DECREASE) TO BALANCE	\$ -	\$ -	\$ 406,266	
ENDING BALANCE	\$ 609,994	\$ 609,994	\$ 1,016,260	

City of McAlester: Financial Update

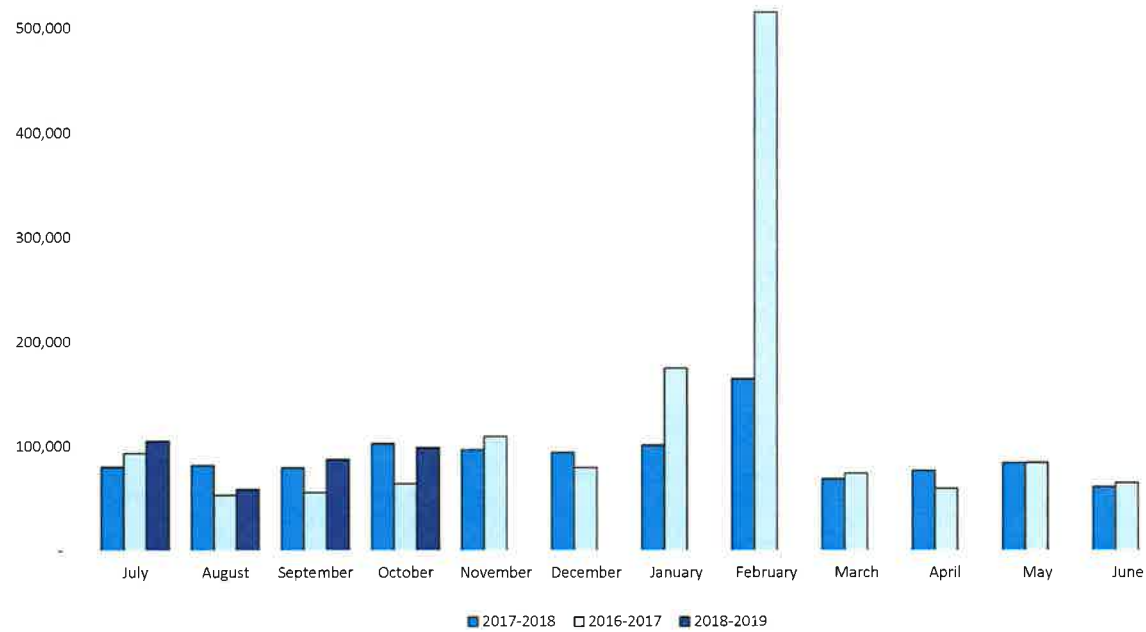


GENERAL FUND - SALES TAX REVENUE

Month	Year - to - Date Comparison		
	2016-2017	2017-2018	2018-2019
July	634,582	679,584	702,180
August	652,685	664,662	693,237
September	621,415	616,855	671,442
October	610,556	649,405	703,969
November	619,561	634,858	
December	612,319	618,712	
January	672,962	683,471	
February	644,877	693,366	
March	579,901	582,683	
April	614,491	606,891	
May	650,320	711,590	
June	610,608	644,950	
	7,524,277	7,787,024	2,770,828

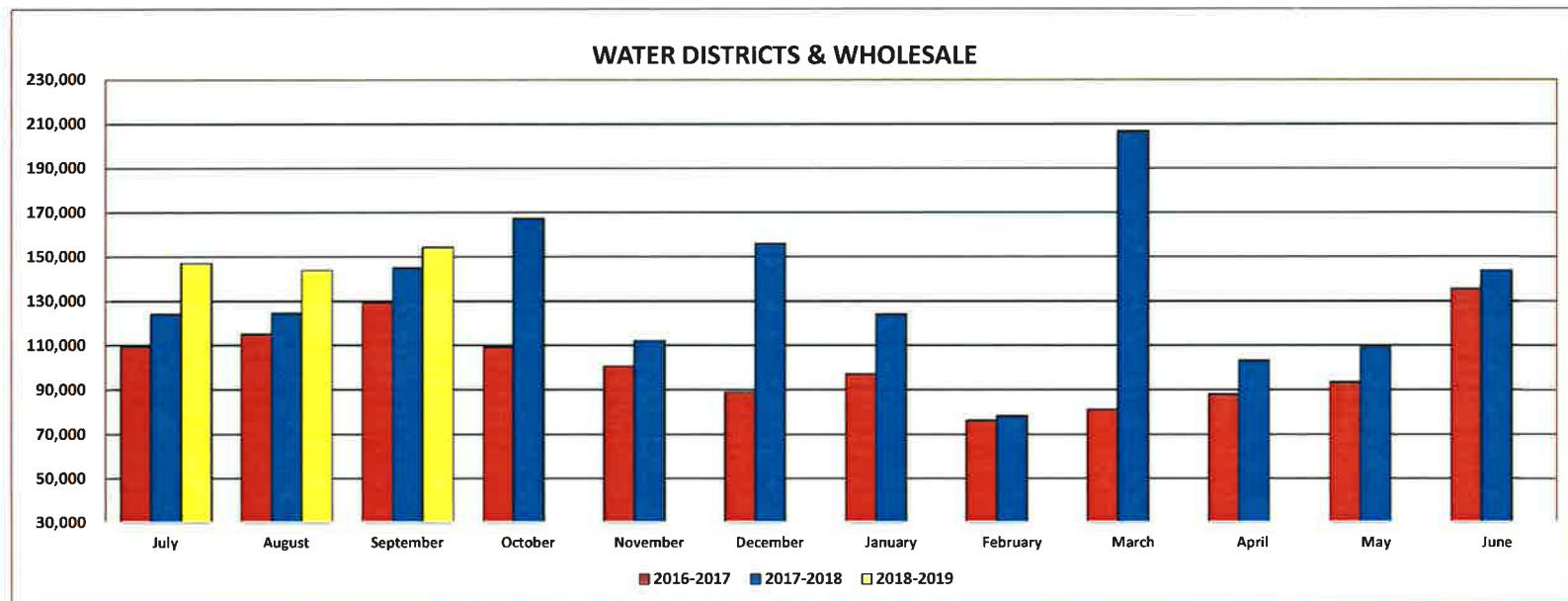
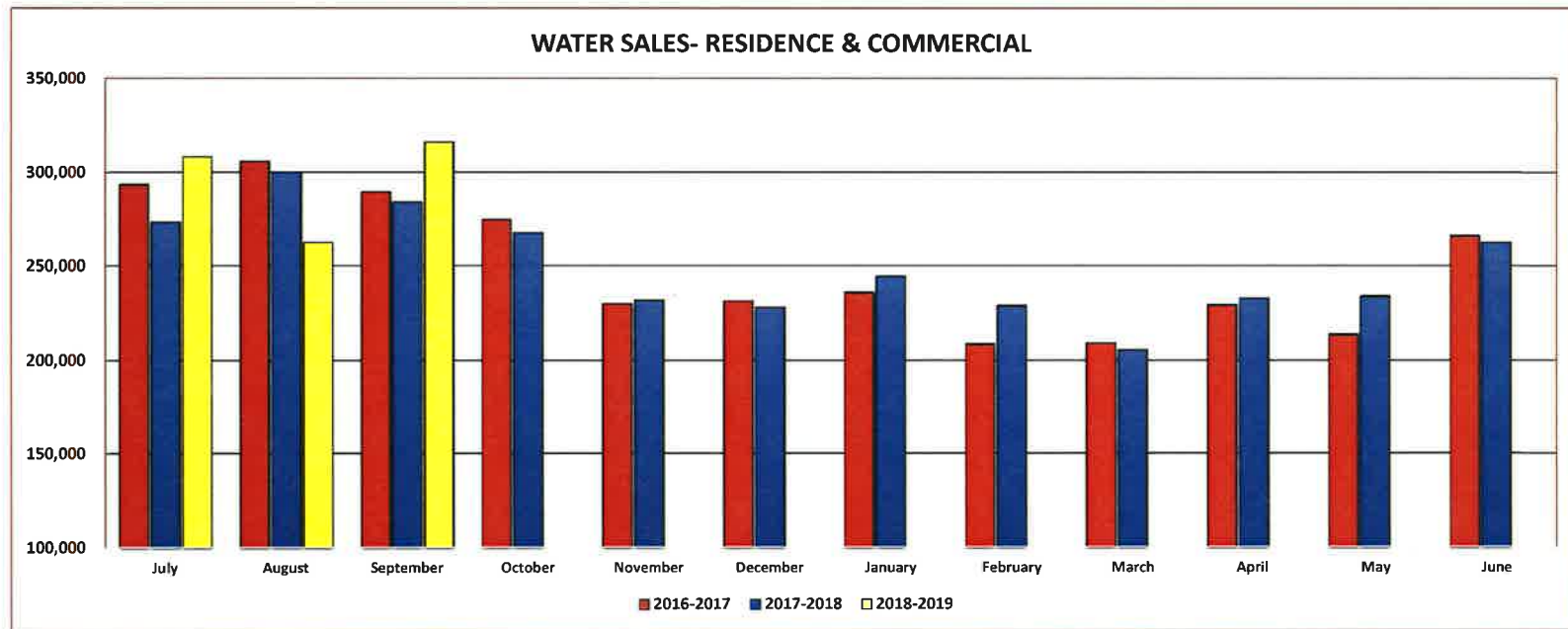
GENERAL FUND REVENUES

Use Tax



USE TAX						
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
July	59,313	58,513	41,616	93,558	80,420	105,151
August	61,443	54,249	50,528	53,079	82,148	59,045
September	47,849	65,698	55,845	55,740	79,725	87,770
October	53,232	49,936	64,231	64,099	102,907	98,998
November	53,959	56,840	54,870	109,807	97,336	
December	47,665	32,844	66,743	79,892	94,581	
January	54,984	50,932	66,517	174,928	101,429	
February	53,026	83,901	74,096	516,781	165,109	
March	46,178	51,167	48,228	74,318	68,918	
April	51,593	48,362	58,857	59,681	77,001	
May	50,255	53,266	57,400	84,754	84,443	
June	49,619	54,575	66,519	65,206	61,250	
	629,114	660,283	705,448	1,431,842	1,095,267	350,964

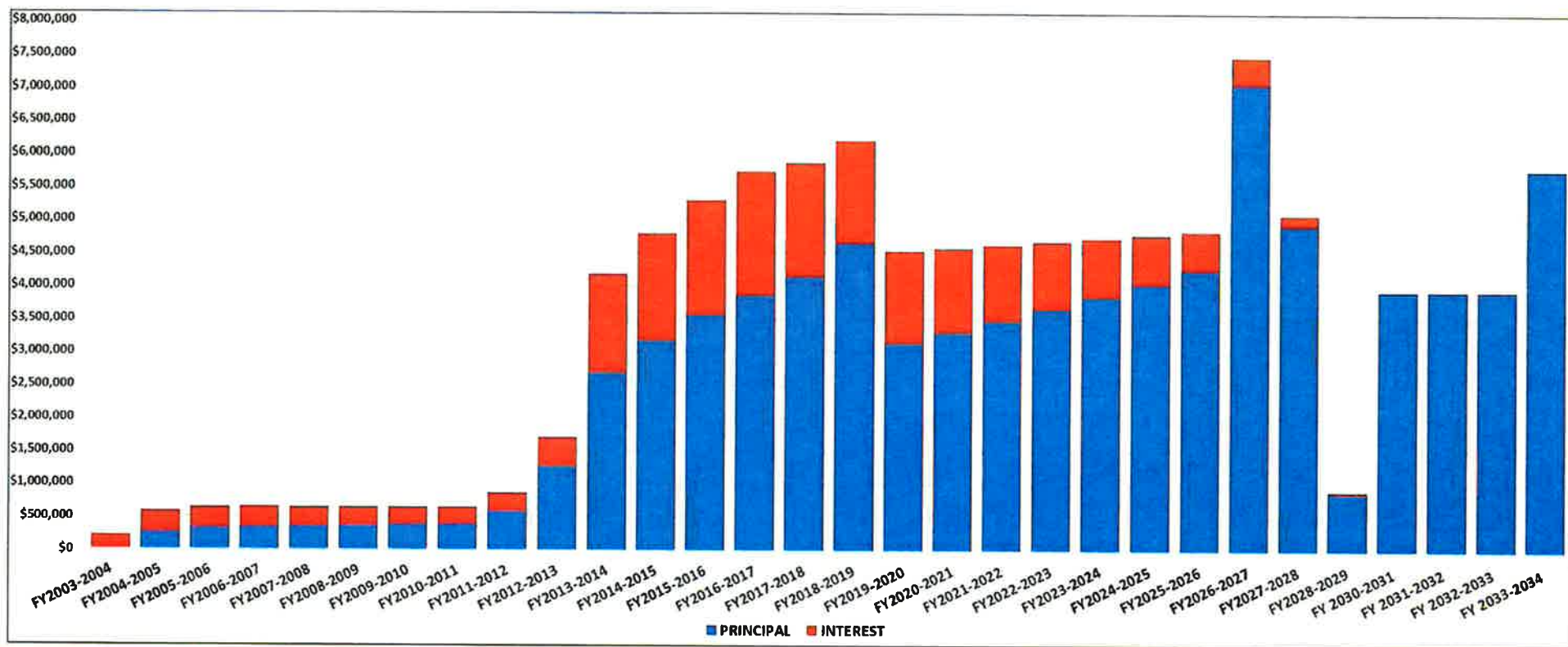
MPWA REVENUES 2018-2019



Current Bonds

◦ \$17,560,000	2002 Bonds – Capital Appreciation Bonds (no payment until 2031)
◦ \$7,000,000	2003A Bonds – last payment on 9/1/2018
◦ \$5,490,000	2011 Bonds – Refunded 2003B and 2004 Bonds at lower interest rate
◦ \$26,120,000	2012 Bonds – Refunded 1999A Bonds at lower interest rate
◦ \$8,890,000	2013 Bonds – Street Projects (savings from the Refunding NO new debt)
◦ \$4,910,000	2014 Bonds - Street Projects (savings from the Refunding NO new debt)
◦ \$12,615,000	2015 Bonds – Refunded 2002 Bonds at lower interest rate
<hr/>	
\$82,585,000	Total

City of McAlester: Existing Bonds: Amortization of payments



CITY OF MCALESTER**TREASURY REPORT****SEPTEMBER 2018**

BANK/AGENCY	BALANCE 9/30/2018	HIGHEST BALANCE OF MONTH
FIRST NATIONAL BANK:		
POOLED CASH	\$ 11,317,452	\$ 12,466,850
PAYROLL	10,022	52,390
NON UNIFORM COUNCIL-CLOSED	-	-
2003 A BOND EDUCATIONAL	5,054	5,054
2003B/2004 ECONOMIC DEV	5,043	5,043
STATE FORFIETURE (PD REVOLVING EVIDENCE)	53,976	53,976
EMERGENCY FUND ACCOUNT	3,781,589	3,781,589
ECONOMIC DEVELOPMENT	775,173	775,173
WORKER'S COMP	77	78
SAVINGS (1044699)	3,905	3,905
CD - 73927	252,008	252,008
TOTAL	\$ 16,204,299	\$ 17,396,066
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(17,977,739)	(17,977,739)
(OVER)/UNDER PLEDGED	\$ (2,273,441)	\$ (1,081,673)

GENERAL FUND - CLAIM ON POOLED CASH =	<u>\$648,367</u>
MPWA - CLAIM ON POOLED CASH =	<u>\$1,002,991</u>



PO Box 578 (1st & Washington) McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

City Manager Report to the Council

October 23, 2018

Business:

- The City has received final sales tax numbers for the period August 16, 2018 through September 15, 2018. The final sales tax number to be received from the Oklahoma Tax Commission is \$1.232M. The budgeted number for this period is \$1.202M or \$30K over budget. For the first four (4) months of the year, sales tax revenue is under budget \$33K. The Use Tax received for the period is \$99K as compared to \$102K budgeted, or \$3K under budget. For the first four (4) months of the year, use tax revenue is \$41K under budget.
- Water sales, district water sales, sewer and garbage sales for the month of September, 2018 equaled \$839K. The budgeted sales for September is \$851K or \$12K under budget for the month. These numbers have been seasonally adjusted. For the first (3) three months of the year, water sales, district water sales, sewer sales and garbage sales are over budget \$38K.

- Infrastructure Improvements

Utility Maintenance:

- Raw water 30" pipe located on the dam at Lake McAlester. Engineering has designed the 300' section to be redirected underground as it comes out of the raw water pump station. Thrust blocks, new piping and valves along with a volume meter will be installed. This will eliminate the piping on top of the dam. This project will be constructed and completed in-house. The pipe and thrust blocks will be installed prior to transitioning from the old pipe to the new pipe. This preparation will allow the entire project to be completed in one day. A parts list has been developed for the project and is currently out for quotes. This is being constructed as an infrastructure project. **Anticipated completion of this project is slated for November of this year.**

- The Utility Department is anticipating a slow-down in water leaks and breaks with the cooler weather. For the first three (3) months of the fiscal year, the following leaks and breaks were addressed by Utility Maintenance:

	<u>BREAKS</u>	<u>LEAKS</u>
Ward 1	23	10
Ward 2	5	8
Ward 3	28	9
Ward 4	8	11
Ward 5	19	7
Ward 6	13	10
Total	96	55

Street Maintenance:

The following streets are scheduled to be overlay the remainder of this year.

- 11th. Street between Electric Avenue and Fleming - **Complete**
- Fleming from 12th to 13th. Street - **Complete**
- 15th. Street and Fleming intersection - **Complete**
- Miami between B Street and D Street - **Complete**
- C Street between Miami and D Street - **Complete**
- Osage from C Street to D Street - **Complete**
- D Street from Stonewall to Electric - **Complete**
- Washington from A Street to D Street – **October 2018**
- Polk from C Street to D Street - **Complete**
- East Pierce Street from Strong West to bridge over canal – **October 2018**
- Adams Street from Main to First Street
- Van Buren from 3rd. Street to 6th. Street
- Choctaw from 5th. Street to 6th. Street
- Cherokee from 3rd. Street to 6th. Street
- 3rd. Street from Wyandotte to Rail Road tracks
- Seminole from 4th. Street to 7th. Street
- Tyler from D Street to West Street – **September 2018**
- Wichita from 6th. Street to 7th. Street
- Osage from 2nd. Street to 3rd. Street

The following streets have been identified for overlays but will require base work:

- Indiana from 5th. Street to 9th. Street
- Central from 9th. Street to the end of the road
- Miami from Main to 2nd. Street

- **Secondary Water Supply (Coal Creek): (Update)** The Engineers are identifying an Electrician to go through the pump station electrical panel and motors.
- **Storm Water:**
The following is a list of projects and current status for storm water:
 - 400 South A Street – **(Complete)**
 - 2500 Pelican Drive – Proposal/Design
 - 10th. And MacArthur – Proposal/Design
 - Saunier Way North Side – In Design
 - Indiana from 5th. Street to 9th. Street South Side – In Design
 - West of Newton Circle Drainage – Proposal/Design
 - B Street and Polk Drainage – Pending
 - Hunter Park and 14th. Street – Pending
 - 910 E. Park canal – **(Complete)**
 - 1000 E. Seneca Alley – **(Complete)**
 - 1223 N. West Street – On Hold
 - Osage to Seminole – **(Complete)**
- **Highway 69 Phase II:**
Attended an ODOT update for Phase II construction of Highway 69 in Antlers. This was a 90% plan completion update. This phase of the project encompasses the construction of an overpass in the area of Jimmie's Egg and Carmart. ODOT's intent is to have the plans ready for bid during the summer of 2019 with an anticipated start date of January 2020. The construction of Phase II is anticipated to take twelve months.
- **Carl Albert Federal Building:**
McAlester Police Department, Criminal Investigation Division (CID), Emergency 911 Dispatch and the Courts Department will be occupying the building. The completion date for occupancy is anticipated to be late December 2018. As long as delivery and construction installation proceeds as planned this date is highly achievable.

Department Reports:

Personnel (Open Positions):

- City Manager (1)
- Finance (1)
- Police (1)
- CID (1)
- Fire (2)
- Communications E911 (1)
- Recreation (1)
- Street Department (2)

- Utility Maintenance (2)

Economic Development:

- The Choctaw Nation has updated the demographics for the ten and one half counties. The information was presented at a meeting in Durant and attended by representatives from all the counties in the region. I have attached for your review Pittsburg Counties Labor Market report.

Community Development:

- The McAlester Comprehensive Plan project initiation was kicked off in November, 2017. The public has been engaged in every aspect of the plan and has participated in surveys and public meetings. There are six phases to the plan and the following has been accomplished to date and steps necessary to complete the plan.
- Phase I Project Initiation and kickoff (Completed November 2017)
- Phase II Project Assessment (Completed February 2018)
- Phase III Concept Plan Development (Completed May 2018)
- Phase IV Direction (To be completed August 2018)
- Phase V Plan Documentation (**To be completed November 2018**)
- Phase VI Code (**To be completed November 2018**)

Water Leaks Waived:

- 1309 E. Seminole, leak repaired by Long's Plumbing, repaired copper line under the house. Leak adjustment \$38.24
- 817 Hardy Springs Circle, leak repaired by Humphrey's Plumbing, repaired water line under concrete slab. Leak adjustment \$512.98
- 123 Liberty Circle, customer charged for sewer and home not on City sewer. Sewer charge adjustment \$238.32
- 10 Georgetown Circle, customer charged sewer and home not on City sewer. Sewer charge adjustment \$243.01
- 1501 South B Street, leak repaired by Long's Plumbing, repaired hot water line under house. Leak adjustment \$339.37
- 823 E. Seminole, leak repaired by Humphrey's Plumbing, repaired leak under the slab of the house. Leak adjustment \$41.52
- 1110 Hidden Valley Drive, customer had a malfunctioning meter. Account credited \$223.69
- 531 E. Electric Avenue, leak repaired by All About U Plumbing, replace water line under the house. Leak adjustment \$100.96
- 509 West Coal, leak repaired by customer with Locke Supply receipt, repaired water line to house. Leak adjustment \$15.44

HEADCOUNT SUMMARY

As of September 30, 2018

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2018-2019	SEPTEMBER 2018 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2018-2019	SEPTEMBER 2018 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	AUGUST 2018 ACTUAL FULL-TIME	AUGUST 2018 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	4	3	1				ASSISTANT MANAGER POSITION CURRENTLY OPEN	3	
TOURISM	CITY MANAGER	1	1						1	
ECONOMIC DEVELOPMENT	CITY MANAGER	1	1						1	
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	2	2						2	
PLANNING & ED	P&CD	5	5						5	
HUMAN RESOURCES	FINANCE	3	3						3	
COURT/LEGAL	FINANCE	3	3		4	4			4	4
UTILITY OFFICE	FINANCE	8	8		1	0	1	1 P/T POSITION OPEN	7	
FINANCE	FINANCE	5	4	1				1 F/T POSITION OPEN (CENTRAL PURCHASING AGENT)	4	
INFORMATION SERVICES	FINANCE	2	2						2	
TOTAL		34	32	2	12	11	1		32	11
POLICE	POLICE	40	39	1				1 F/T POSITION OPEN	39	
CID (DETECTIVES)	POLICE	7	6	1				1 F/T POSITION OPEN	7	
ANIMAL CONTROL	POLICE	1	1						1	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	9	1				1 F/T POSITION OPEN	10	
TOTAL		62	59	3	0	0	0		61	
FIRE	FIRE	43	41	2				1 F/T RECRUIT POSITION OPEN, 1 F/T ASST. CHIEF OPEN	40	
TOTAL		43	41	2	0	0	0		40	
PARKS	COMMUNITY SVC	12	12		3	1	2	2 SEASONAL POSITIONS OPEN	12	1
RECREATION	COMMUNITY SVC	3	2	1	13	11	2	1 F/T POSITION OPEN (REC SUPERVISOR), 2 SEASONAL POSITIONS OPEN	2	11
NUTRITION	COMMUNITY SVC	4	4		7	7			3	7
SWIMMING POOLS	COMMUNITY SVC				34	0	34	34 SEASONAL POSITIONS OPEN		34
CEMETERY	COMMUNITY SVC	5	5		1	0	1	1 SEASONAL POSITION OPEN	5	
EXPO	COMMUNITY SVC	4	4		7	4	3	3 P/T POSITIONS OPEN	3	4
TOTAL		28	27	1	65	23	42		25	57

HEADCOUNT SUMMARY CONTINUED

As of September 30, 2018

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2018-2019	SEPTEMBER 2018 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2018-2019	SEPTEMBER 2018 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	AUGUST 2018 ACTUAL FULL-TIME	AUGUST 2018 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	4	4		2	2			4	2
FACILITY MAINTENANCE	PUBLIC WORKS	3	3						3	
FLEET MAINTENANCE	PUBLIC WORKS	5	5						5	
AIRPORT	PUBLIC WORKS	3	3						3	
STREETS	PUBLIC WORKS	14	12	2				1 F/T POSITION CURRENTLY BEING FILLED BY RPM , 1 OPEN POSITION	12	
LANDFILL	PUBLIC WORKS	1	1						1	
TOTAL		30	28	2	2	2	0		28	2
WASTE WATER	UTILITIES	12	12						11	
UTILITY MAINT.	UTILITIES	12	10	2				2 F/T POSITIONS REMAIN OPEN	9	
TOTAL		24	22	2	0	0	0		20	
GRAND TOTAL		221	209	12	79	36	43		206	70

Prepared by Michelle Whiting, HR Assistant
Generated October 2, 2018



PITTSBURG COUNTY

REGIONAL CONTEXT



LABOR MARKET OVERVIEW, 2017

OKLAHOMA

Civilian Labor Force	1,834,312
Employed	1,755,604
Unemployed	78,708
Unemployment Rate	4.3%

CHOCTAW 11-COUNTY AREA

Civilian Labor Force	102,418
Employed	96,655
Unemployed	5,763
Unemployment Rate	5.6%

PITTSBURG COUNTY

Civilian Labor Force	17,250
Employed	16,291
Unemployed	959
Unemployment Rate	5.6%

FAST FACTS

- Major employers include: McAlester Regional Health Center, Choctaw Casino, McAlester Public Schools, Oklahoma Depart. of Corrections, and Pittsburg County
- Major manufacturers include: McAlester Army Ammunition Plant, Spirit Aero Systems, Tucker Energy, Berry Plastics, and Choctaw Defense
- Located along US Highway 69 and Union Pacific mainline with some OK railroad service

From McAlester:

- 175 miles to DFW airport
- 135 miles to Will Rogers airport (Oklahoma City)
- 100 miles to Tulsa International airport
- McAlester Regional Airport (KMLC) with 2 runways, FBO, hangars, and tie-downs
- Natural resources include oil, gas, coal
- Lake Eufaula 2.0+ million acre feet of capacity

BY THE NUMBERS



44,184
2017 Population



17,645
2017 Jobs



91.2
Cost of Living Index
(US average=100)

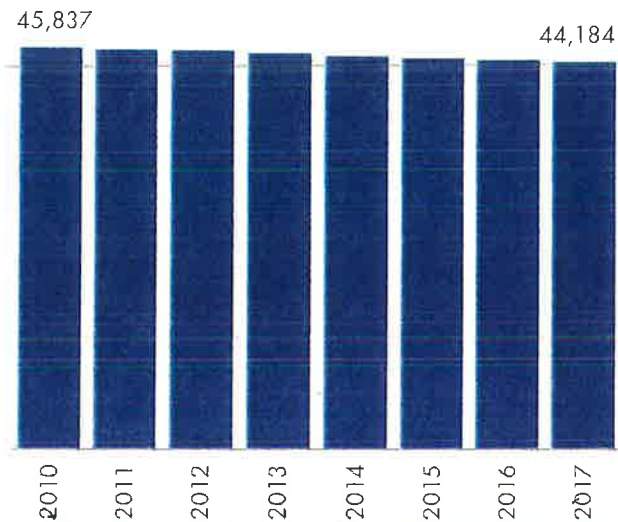


\$15.43
Median Hourly Wage
(US median=\$17.81)

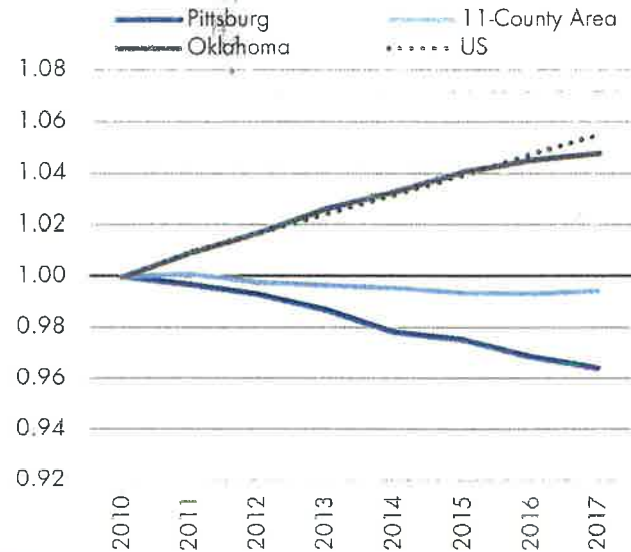
Sources: US Bureau of Labor Statistics, Local Area Unemployment Statistics (state and county labor market data, wages). Data for 2017 is an annual average calculated by TIP; EMSI 2017.4 - QCEW Employees, Non-QCEW Employees, and Self-Employed (wage and cost of living data); Eufaula Lake and Dam Oklahoma by USACE (Public Domain) (header image).

DEMOGRAPHICS

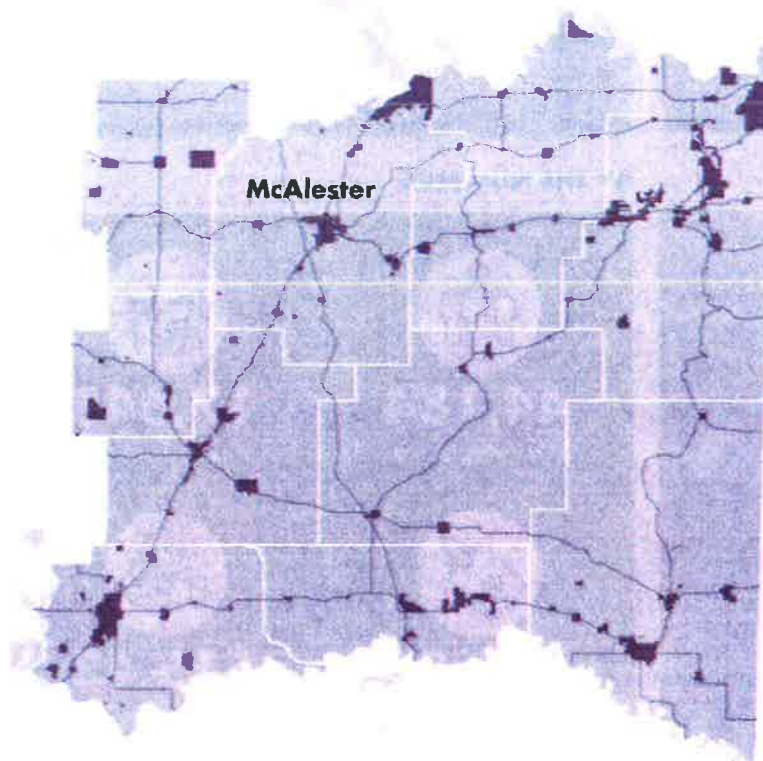
POPULATION 2010-2017



COMPARATIVE POPULATION TRENDS INDEXED TO 2010



INCORPORATED AREAS AND POPULATION CENTERS

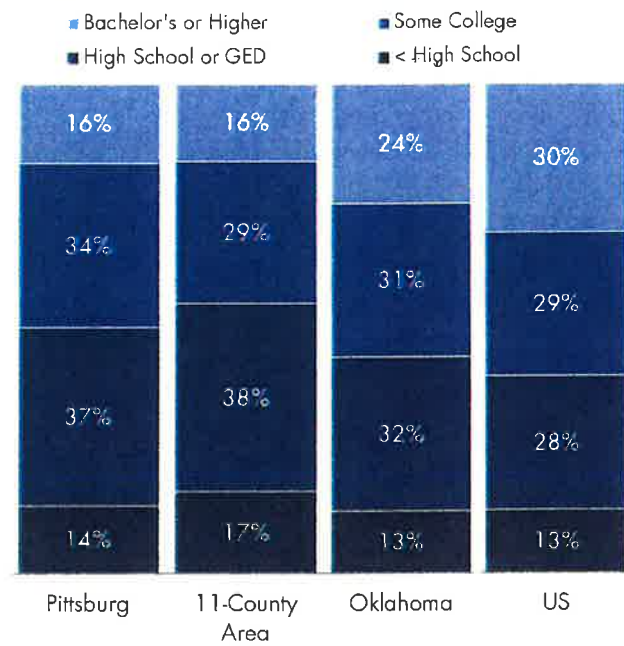


PITTSBURG COUNTY 44,184	
McAlester (county seat)	18,044
Hartshorne	1,972
Krebs	1,946
Quinton	993
Haileyville	766
Kiowa	681
Savanna	657
Crowder	406
Alderson	290
Canadian	207
Pittsburg	196
Indianola	154
Ashland	62
Carlton Landing	0
Balance of Pittsburg County	17,810

Source: US Census Bureau, Population Estimates Program (top figures); ArcGIS Online (map).

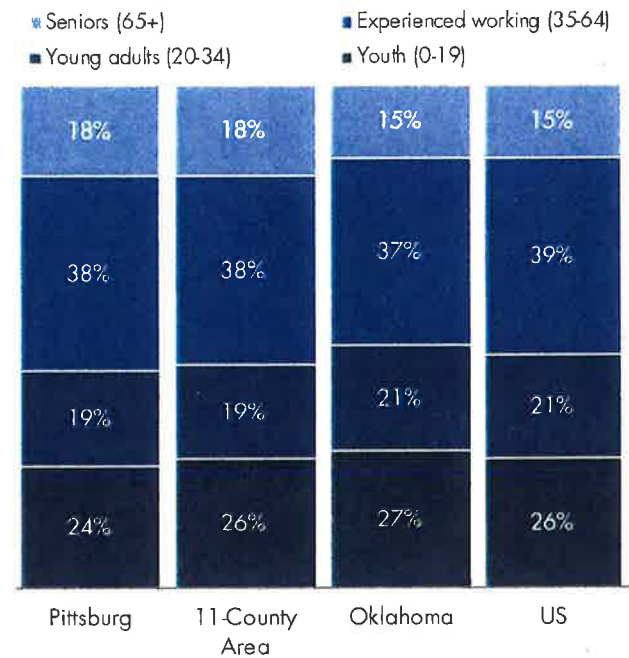
EDUCATIONAL ATTAINMENT, 2016

TOTAL POPULATION



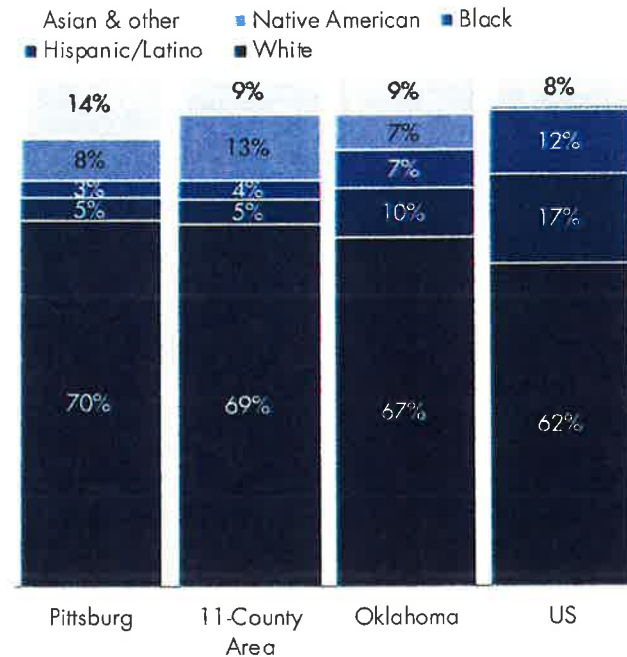
AGE STRUCTURE, 2016

TOTAL POPULATION



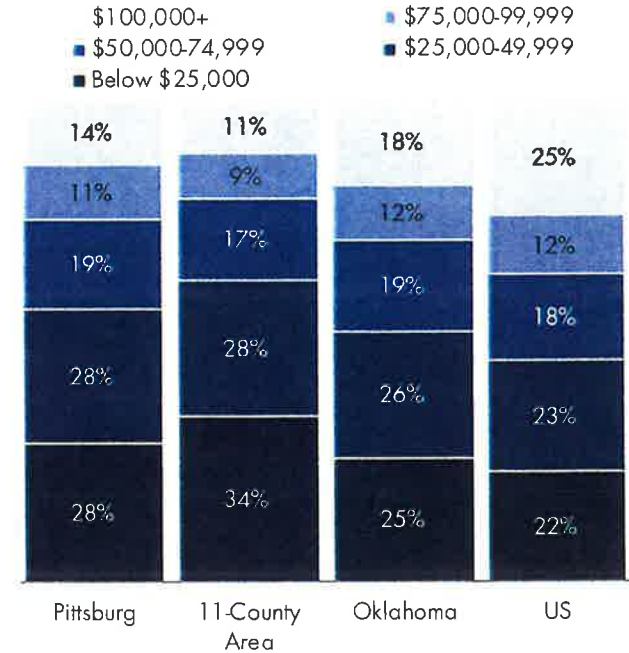
RACE AND ETHNICITY, 2016

TOTAL POPULATION



HOUSEHOLD INCOME, 2016

TOTAL POPULATION

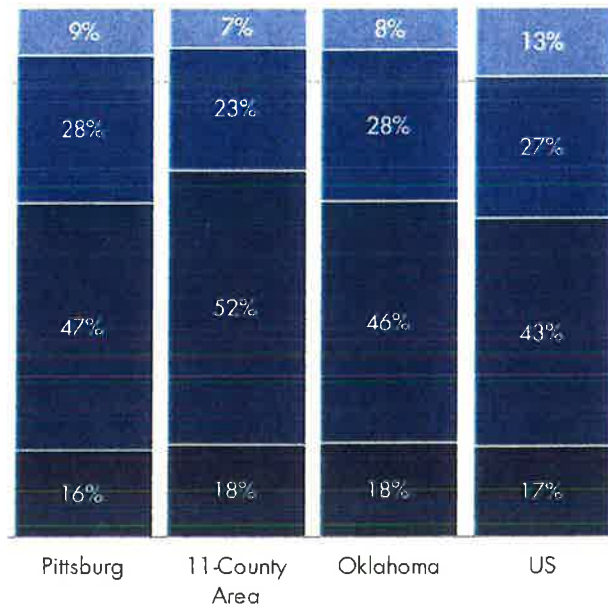


Source: US Census Bureau, American community Survey, 5-year averages for the period 2012-2016 (all figures this page)

HOUSING

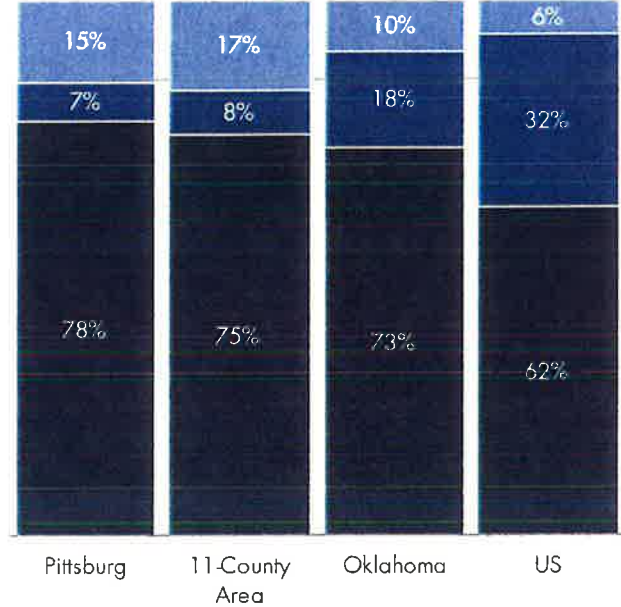
AGE OF HOUSING STOCK, 2016

■ Before 1939 ■ 1940-1969 ■ 1970-1999 ■ 2000 or later



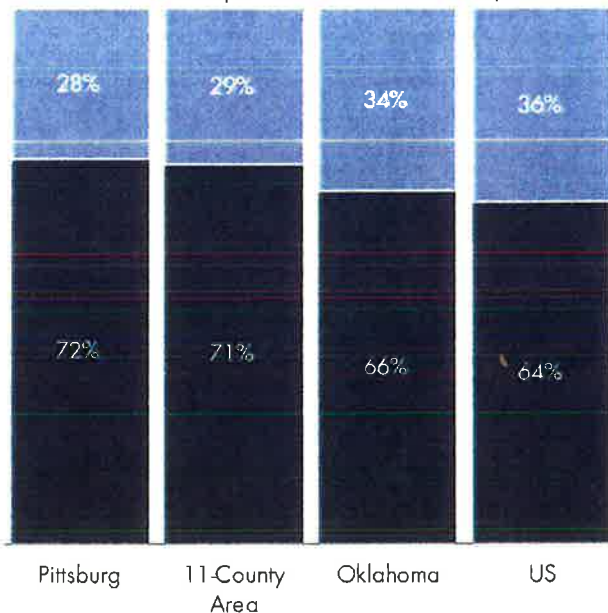
HOUSING TYPE, 2016

■ Mobile ■ Attached ■ Detached



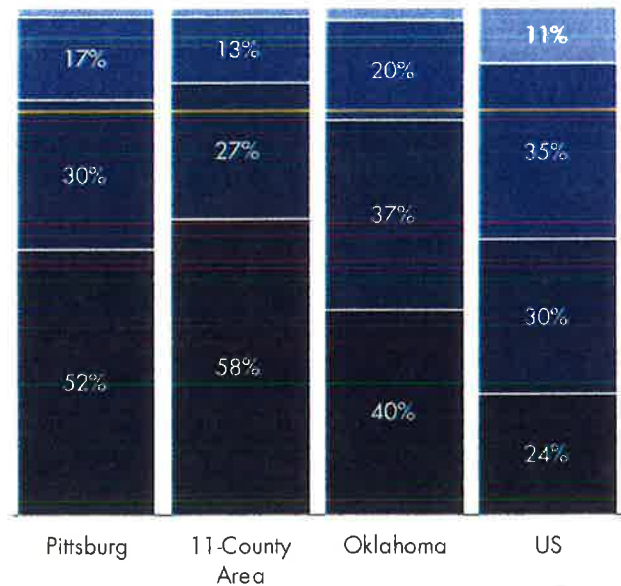
OCCUPANCY TYPE, 2016

■ Renter-occupied ■ Owner-occupied



HOUSING VALUE, 2016

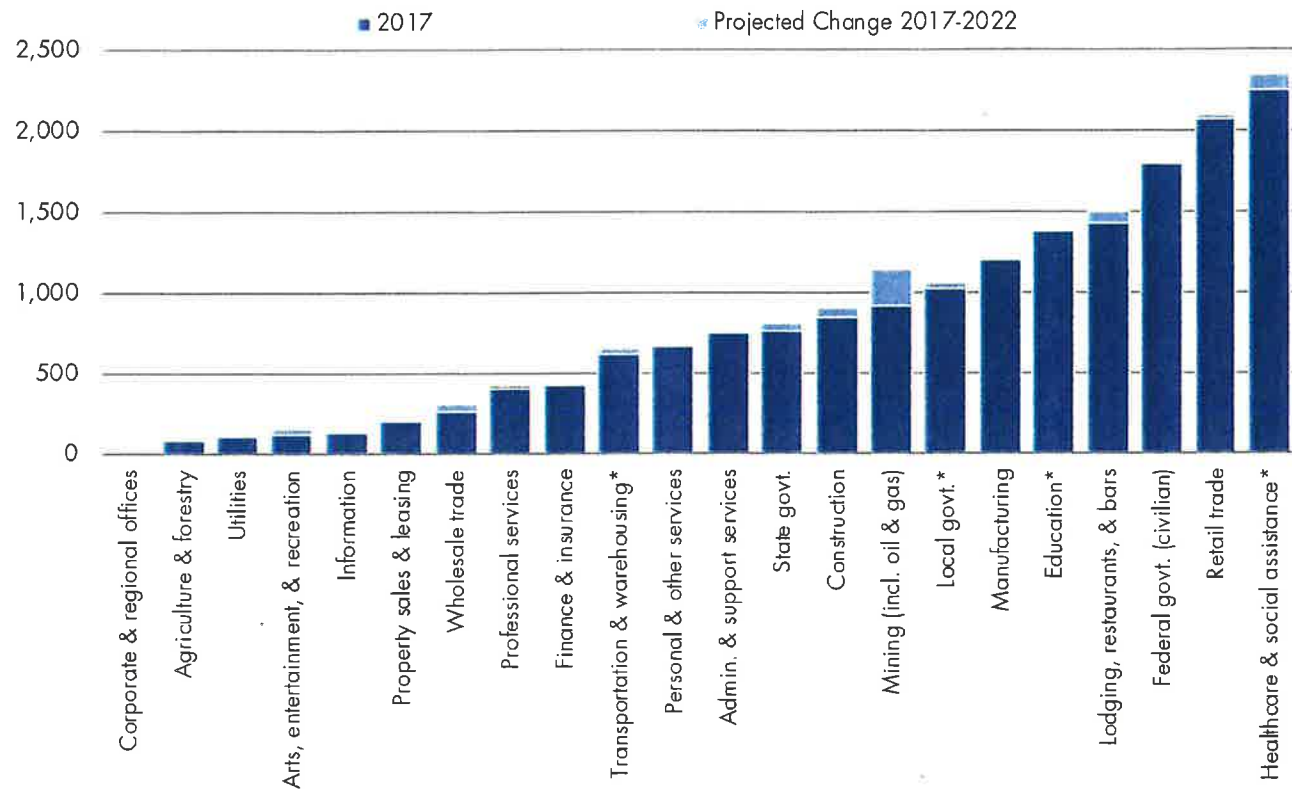
■ \$500,000+ ■ \$200,000-\$499,999
■ \$100,000-\$199,999 ■ Below \$100,000



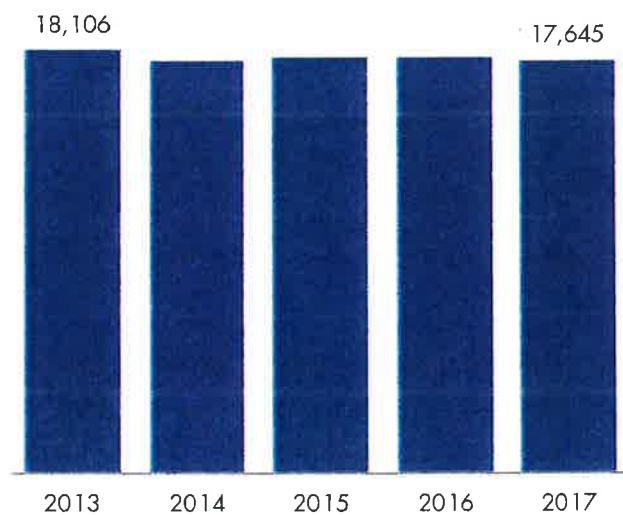
Source: US Census Bureau, American community Survey, 5-year averages for the period 2012-2016 (all figures this page)

ECONOMY

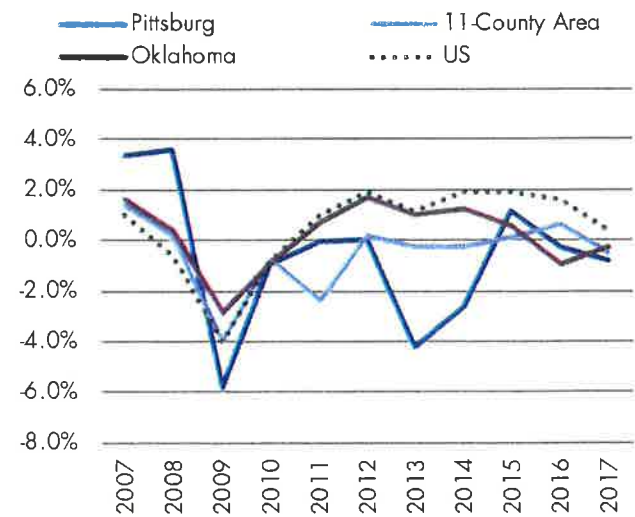
TOTAL EMPLOYMENT BY INDUSTRY JOB BASE 2017 + PROJECTED 5 YEAR CHANGE



TOTAL EMPLOYMENT 2013-2017



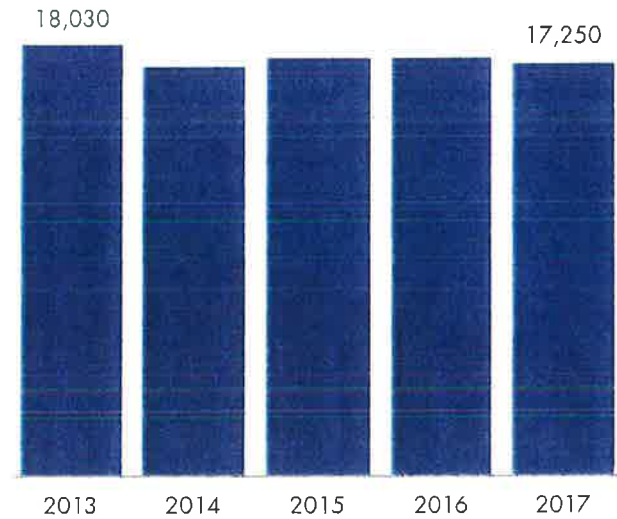
COMPARATIVE EMPLOYMENT TRENDS PERCENT CHANGE FROM PRIOR YEAR 2013-2017



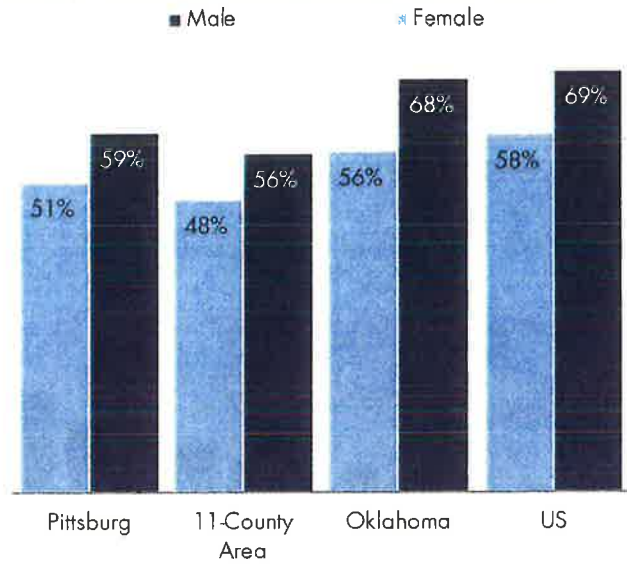
*Education includes public schools, colleges, & universities, and healthcare includes public hospitals. Local government includes tribal employment
Source: EMSI 2017.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed (all figures this page).

LABOR MARKET

CIVILIAN LABOR FORCE

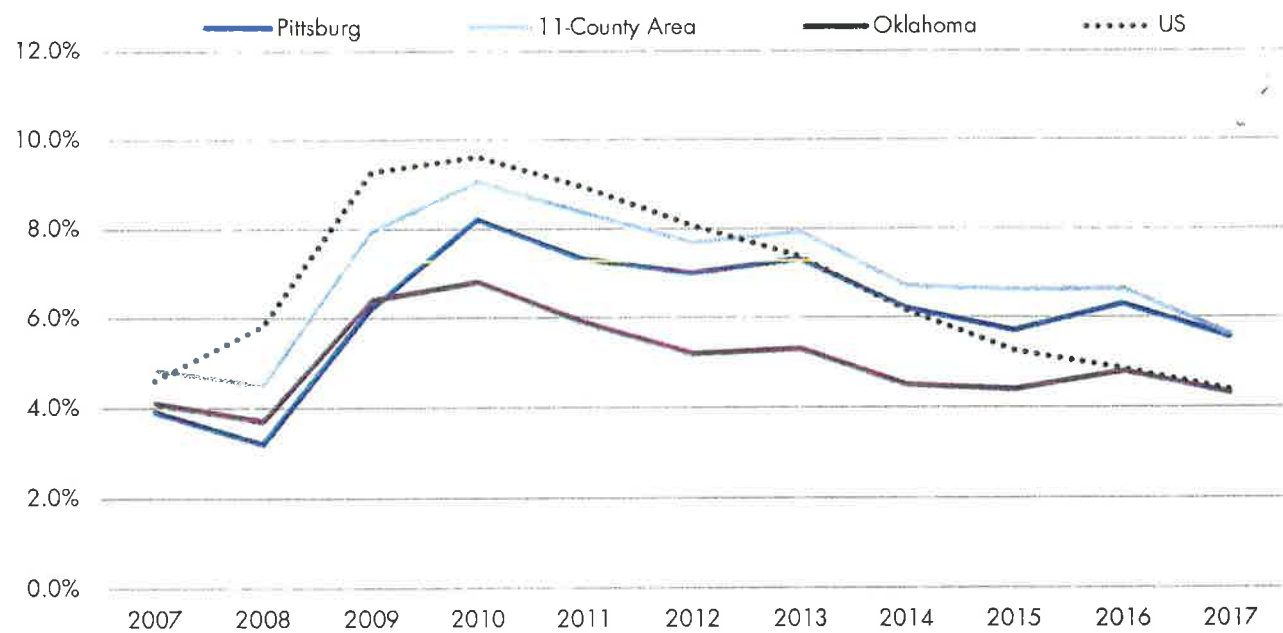


LABOR FORCE PARTICIPATION RATE, 2016



ANNUAL UNEMPLOYMENT RATES

(NOT SEASONALLY ADJUSTED 2007-2017)

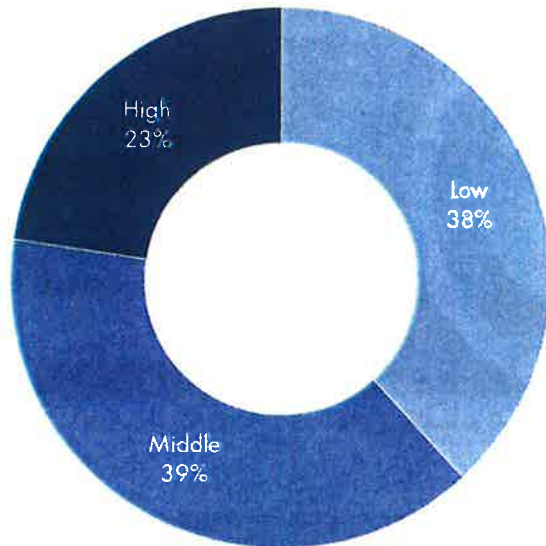


Sources: US Bureau of Labor Statistics (top figures), US Census Bureau, American Community Survey, 5-year averages for the period 2012-2016 (bottom figure)

OCCUPATIONAL STRUCTURE

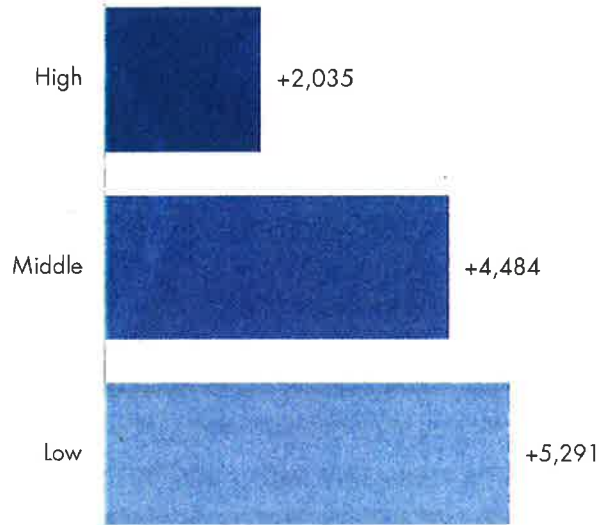
EMPLOYMENT BY SKILL LEVEL

PERCENT OF TOTAL EMPLOYMENT 2017



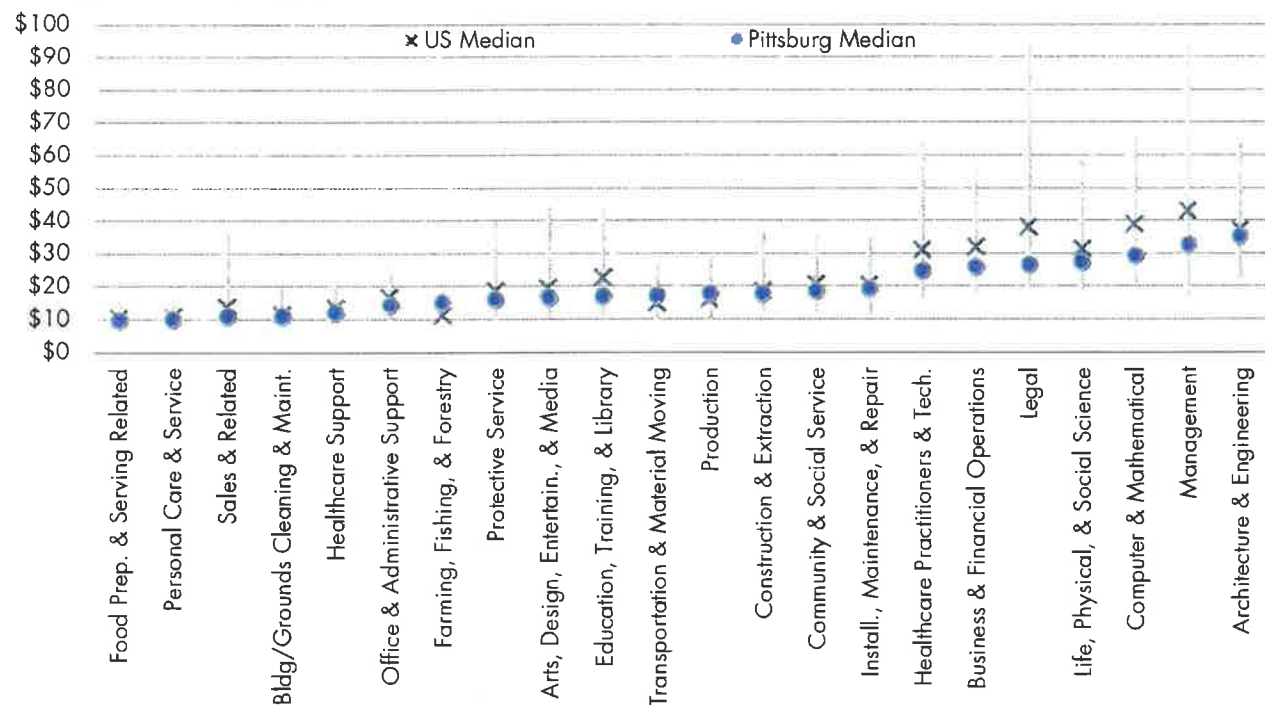
OCCUPATIONAL CHANGES BY SKILL LEVEL

ESTIMATED OPENINGS 2017-2022



COMPARATIVE MEDIAN HOURLY WAGES

BY MAJOR OCCUPATIONAL GROUP 2017



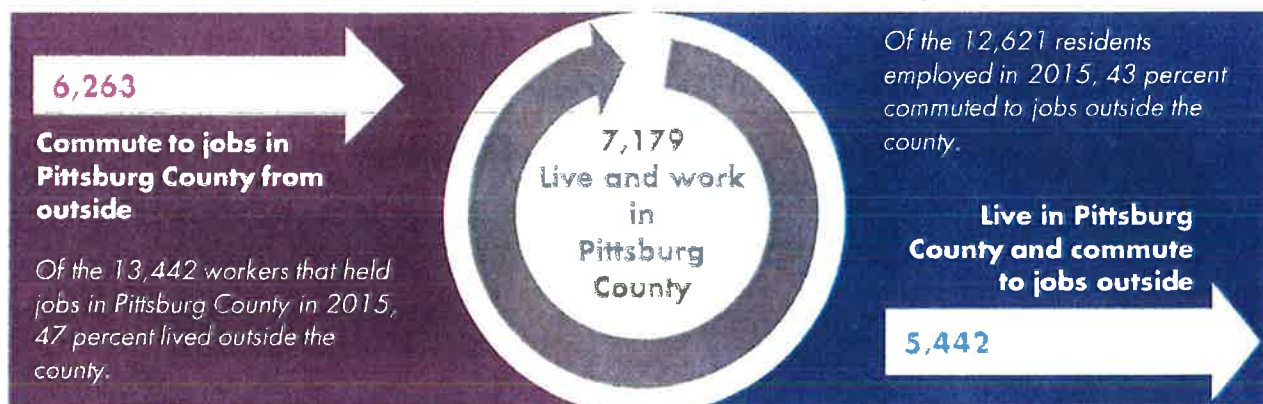
Source: EMSI 2017.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed (all figures this page)

Note: Comparative Median Hourly Wage figures exclude military occupations. Line = US wage range from the 10th to the 90th percentile.

COMMUTING PATTERNS

INFLOW/OUTFLOW, 2015

FLOW OF WORKERS TO/FROM THE COUNTY



Note: Overlay arrows are for illustrative purposes and do not indicate directionality of worker flow.

COMMUTER FLOWS BY INDUSTRY, 2015

SECTOR	INFLOW	OUTFLOW	NET
Oil, gas, & mining	1,099	584	515
Restaurants, bars, & hotels	1,239	1,024	215
Retail Trade	1,722	1,545	177
Government	1,390	1,253	137
Administrative services	698	576	122
Personal & other services	281	238	43
Transportation & warehousing	504	478	26
Property sales & leasing	139	125	14
Finance & insurance	336	347	-11
Information & media	114	129	-15
Utilities	136	154	-18
Manufacturing	1,106	1,128	-22
Agriculture, Forestry, Fishing and Hunting	16	44	-28
Healthcare	1,950	1,978	-28
Construction	611	642	-31
Education	1,268	1,300	-32
Professional services	330	370	-40
Corporate & regional HQs	15	69	-54
Wholesale Trade	259	332	-73
Arts & entertainment	229	305	-76

Source: US Census Bureau, Local Employment Dynamics (all figures this page)

COMMUTER FLOWS BY COUNTY, 2015

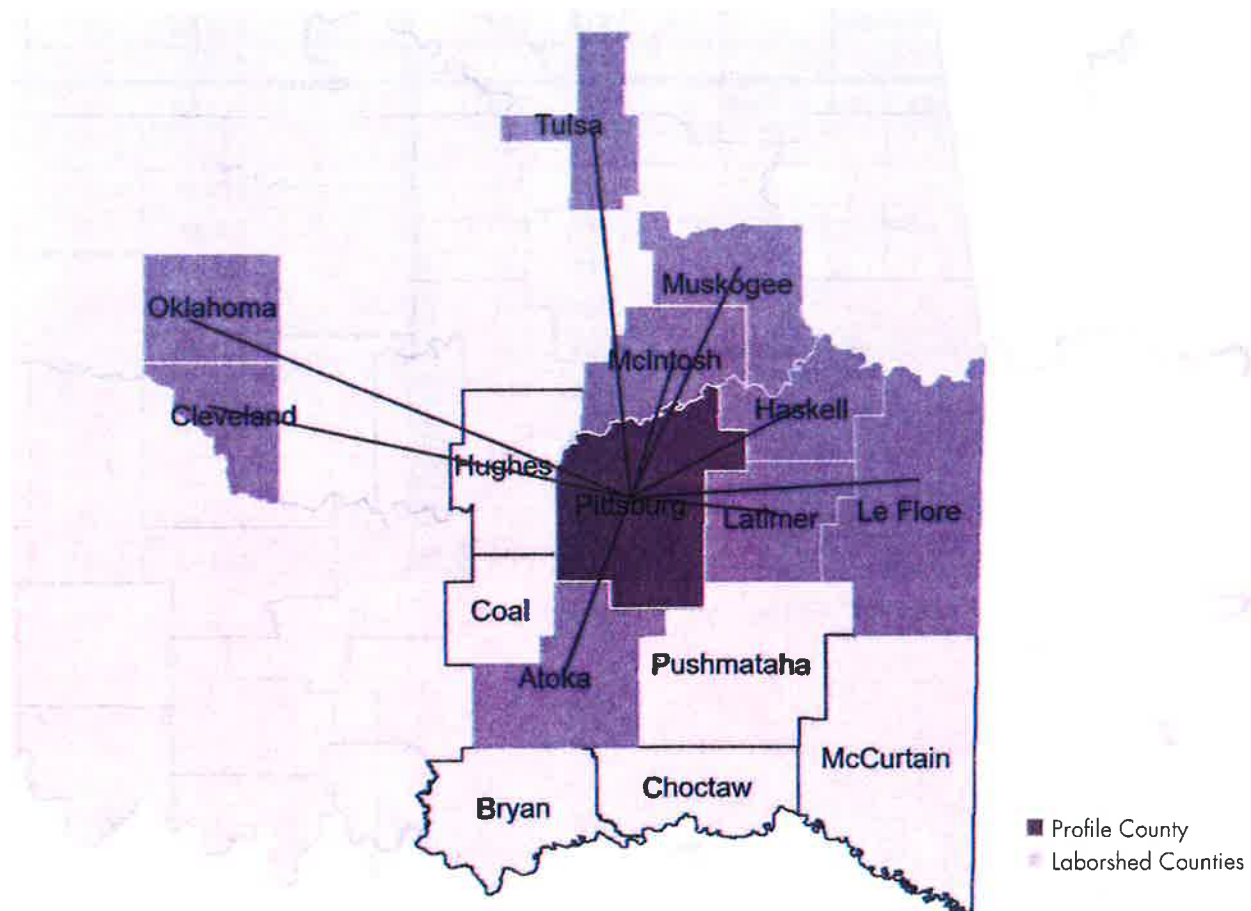
Where Pittsburg County workers live

County	Count	Share
1 Pittsburg County, OK	7,179	53.4%
2 Tulsa County, OK	446	3.3%
3 Oklahoma County, OK	436	3.2%
4 Latimer County, OK	365	2.7%
5 McIntosh County, OK	307	2.3%
6 Muskogee County, OK	292	2.2%
7 Le Flore County, OK	286	2.1%
8 Haskell County, OK	219	1.6%
9 Cleveland County, OK	202	1.5%
10 Atoka County, OK	200	1.5%
All Other Locations	3,510	26.1%
Total	13,442	100.0%

Where employed Pittsburg County residents work

County	Count	Share
1 Pittsburg County, OK	7,179	56.9%
2 Oklahoma County, OK	528	4.2%
3 Tulsa County, OK	464	3.7%
4 Bryan County, OK	331	2.6%
5 Muskogee County, OK	325	2.6%
6 Latimer County, OK	301	2.4%
7 McIntosh County, OK	290	2.3%
8 Haskell County, OK	263	2.1%
9 Le Flore County, OK	261	2.1%
10 Sebastian County, AR	120	1.0%
All Other Locations	2,559	20.3%
Total	12,621	100.0%

WHERE PITTSBURG WORKERS LIVE BY COUNTY, 2015



Source: US Census Bureau, Local Employment Dynamics (all figures this page).

COMMUTER FLOWS BY OCCUPATION 2017
 2017 QCEW BY INDUSTRY: RESIDENT WORKERS

SOC	DESCRIPTION	2017 RESIDENT WORKERS	2017 JOBS	NET COMMUTERS	MEDIAN HOURLY EARNINGS	COMPARED TO US
53-3032	Heavy & Tractor-Trailer Truck Drivers	338	294	44	\$20.21	1.16
25-2021	Teachers, Elementary (Except Special Ed.)	168	162	6	\$18.33	1.06
35-3031	Waiters & Waitresses	259	256	4	\$9.04	0.52
49-9071	Maintenance & Repair Workers, General	166	174	-8	\$15.60	0.90
43-5081	Stock Clerks & Order Fillers	215	223	-8	\$11.27	0.65
39-9021	Personal Care Aides	199	208	-8	\$8.30	0.48
43-1011	First-Line Supvrs., Office & Admin. Support	164	173	-9	\$20.63	1.19
47-2061	Construction Laborers	149	159	-9	\$13.70	0.79
25-9041	Teacher Assistants	166	180	-14	\$8.76	0.50
53-7062	Laborers/Freight, Stock, & Material Movers, Hand	349	363	-14	\$15.23	0.88
11-1021	General & Operations Managers	218	232	-15	\$36.65	2.11
41-1011	First-Line Supvrs., Retail Sales Workers	199	217	-17	\$15.53	0.89
43-3031	Bookkeeping, Accounting, & Auditing Clerks	196	214	-18	\$15.18	0.87
43-9061	Office Clerks, General	314	332	-19	\$12.07	0.70
43-6014	Exec.	290	313	-23	\$13.51	0.78
35-3021	Combined Food Prep. & Servers, Incl. Fast Food	349	373	-24	\$9.22	0.53
41-2031	Retail Salespersons	412	437	-26	\$9.81	0.56
31-1014	Nursing Assistants	204	241	-37	\$11.24	0.65
37-2011	Janitors & Cleaners, Exc. Maids & Housekeepers	254	292	-38	\$11.30	0.65
35-2011	Cooks, Fast Food	203	249	-46	\$9.47	0.55
37-2012	Maids & Housekeepers	176	222	-46	\$9.67	0.56
41-2011	Cashiers	563	615	-52	\$9.18	0.53
29-2061	Licensed Practical/Vocational Nurses	189	250	-61	\$18.86	1.09
29-1141	Registered Nurses	291	375	-84	\$28.90	1.66

Source: EMSI 2017.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed.
 Notes: Wages indexed to US median (\$17.36=1.0)

REGIONAL POST-SECONDARY INSTITUTIONS



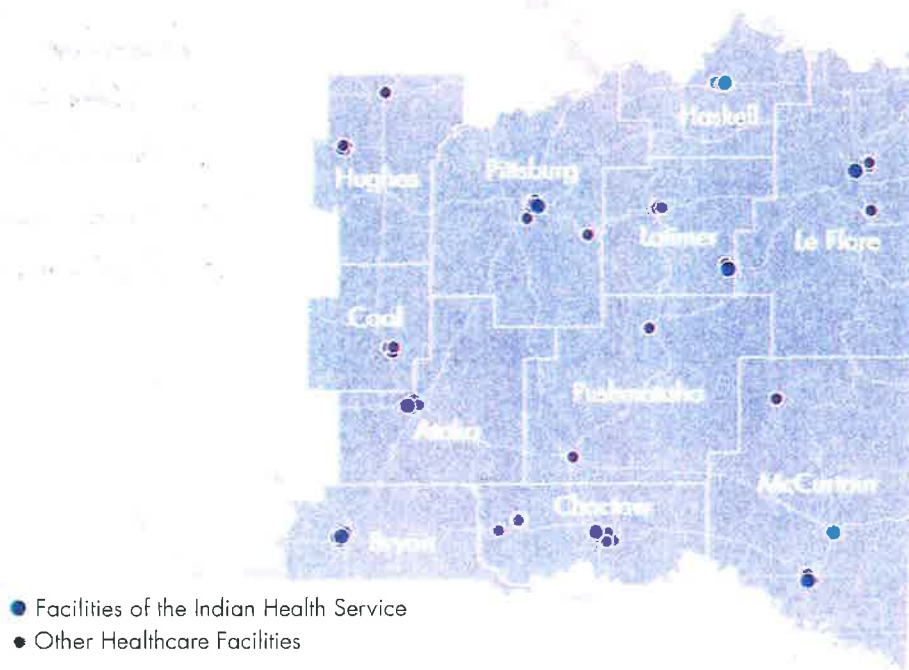
COUNTY SCHOOL DISTRICTS

SCHOOL DISTRICT	NUMBER OF STUDENTS (2017)	SENIOR GRAD RATE (CLASS OF '16)	4-YEAR DROPOUT RATE (CLASS OF '16)	% CAREER TECH PROGRAM PARTICIPATION	AVERAGE ACT SCORE
Canadian	536	97.0%	8.6%	17.7%	19.40
Crowder	422	100.0%	0.0%	84.6%	20.30
Frink-Chambers	453	No HS	No HS	No HS	No HS
Haileyville	297	100.0%	16.7%	110.0%	17.80
Hartshorne	797	95.5%	8.7%	88.1%	20.80
Haywood	114	No HS	No HS	No HS	No HS
Indianola	238	90.9%	23.1%	27.3%	16.00
Kiowa	300	100.0%	0.0%	82.6%	23.40
Krebs	443	No HS	No HS	No HS	No HS
McAlester	2,995	98.8%	14.0%	52.4%	20.40
Pittsburg	125	100.0%	0.0%	0.0%	n/a
Quinton	440	100.0%	15.2%	56.0%	19.00
Savanna	398	100.0%	5.0%	40.5%	19.80
Tannehill	144	No HS	No HS	No HS	No HS
Total	7,702				

Sources: National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Oklahoma Office of Educational Quality and Accountability, & Oklahoma State Department of Education (all figures this page).

HEALTHCARE

REGIONAL HEALTHCARE FACILITIES



INDIAN HEALTH SERVICES FACILITIES

FACILITY NAME	FACILITY CATEGORY	CITY	BEHAVIORAL HEALTH?	DENTAL SERVICES?
McAlester Health Center	Health Center	McAlester	Yes	Yes

OTHER HEALTHCARE FACILITIES

FACILITY NAME	FACILITY CATEGORY	CITY	# OF BEDS
McAlester Ambulatory Surgery Center, LLC	Ambulatory Surgical Center	McAlester	
Triad Surgery Center-McAlester, LLC	Ambulatory Surgical Center	McAlester	
McAlester Regional Health Center Authority	Hospital	McAlester	187
Caring Hands Healthcare Centers, Inc	Federally Qualified Health Center	Hartshorne	
Carl Albert Community Mental Health Center	Hospital	McAlester	15
Caring Hands Healthcare	Federally Qualified Health Center	McAlester	

SELECTED HEALTHCARE CHARACTERISTICS, 2016

HEALTH INSURANCE COVERAGE	COUNTY	OKLAHOMA	US
Percent of population* with coverage	82.1%	84.3%	88.3%
Percent of population* with coverage-private	57.9%	63.1%	66.7%
Percent of population* with coverage-public	39.4%	33.3%	33.0%

*Population includes civilian noninstitutionalized persons.

Sources: Indian Health Services (IHS Facilities); Centers for Medicare and Medicaid Services (other facilities); American Community Survey, 5 year averages for the period 2012-2016 (healthcare characteristics).

Note: The Provider of Services data extract from the Quality Improvement Evaluation System (QIES) database is maintained by the Centers for Medicare & Medicaid Services (CMS). These data include provider number, name, and address and characterize the participating institutional provider (including hospitals, skilled nursing facilities, home health agencies, and other types of facilities). The data are collected through the CMS Regional Offices. The file contains an individual record for each Medicare-approved provider and is updated quarterly. This attribute represents the description associated with Facility Sub Category code within a Centers for Medicare & Medicaid Services provider type code category.

City of McAlester

September 2018 Management, Operations & Maintenance Report

October 11, 2018

Pete Stasiak
28 E Washington Ave,
McAlester, OK 74501

10/11/18

Re: Letter of Transmittal - Monthly Operation Report

Dear Mr. Stasiak

Please find attached the Monthly Client Report for September 2018.

We have read, reviewed and vetted all information conveyed in this report and verify the accuracy of all data. Additionally, this report provides a representation of the overall operations for the month reported.

If you have questions or comments, please feel free to call 918-801-3869

sincerely,



Steven Sears
Project Manager

Michael Moler
Regional Director

Summary

Operations at the water plant have seen much improvement over the last month. Trampas Price and Steven Sears continue to support the staff and the city of McAlester.

Compliance issues with the corporation commission have been resolved and the tank levels are now being recorded correctly. No further action will come from the Corporation commission's office.

NOV response letter to ODEQ for operator in charge have been addressed on a temporary base as stated in the letter. Someone with the proper license has been on staff to satisfy the requirement.

Inframark has found a Project Manager for McAlester. We interviewed three possible candidates, Mr. Gene Chisum was interviewed and selected for the position. Mr. Chisum's start date was 10/01/2018. Support from Trampas Price and Steven Sears will continue from here on out.

Chemical Cap expenditures do not appear to line up with the monthly use this month due to the fact that we had to pay for past due invoices from Americhem. This is reflected in the previous month's chemical caps

Noteworthy Discoveries

Miscellaneous Repairs Completed this Month

1. Clarifier #3 broken gear box
2. Replaced belts on Mower
3. Replaced all in-fluent and effluent lines to Turbidity meters on Filters
4. Took Waste valve Actuator on #4 filter apart and cleaned and reassembled

5. Replaced in-fluent and effluent lines to the C17 chlorine analyzer's
6. Re piped in-fluent flow to settle water turbidity meter

Chemicals used for the month of September are as follows:

Performance Metrics	Current #'s Month	Cost per Chemical per Month
JH100		
ACH2850	51206#	\$14849.71
Chlorine (lbs.)	946#	\$349.91
Sodium Permanganate (lbs.)		
Carbon (lbs.)	950#	\$1,263.50
Polymer Filter Aid (lbs.)	878#	\$860.74
Phosphate (lbs.)	4782#	\$3969.29
TOTAL		\$21293.15

Financial Update

Caps	This Month	Contract Year to	Remaining Balance
Chemical Cap	\$110446.51	\$122648.51	\$251250.61
Maintenance Cap	\$22580.58	\$23630.58	\$78667.42

Maintenance & Repair

Work Orders	Current Month	
	Opened	Closed
Predictive, Preventative, Corrective Maintenance	6	6
Urgent	0	
Total	6	6

Health & Safety

- There were zero LTI's or OSHA recordable issues.
- Safety training is being conducted on a weekly schedule
- Daily tailgate safety meetings are giving to staff.

Personnel

- We have a Lead Operator position open, the PM and one operator position has been filled.
- Staff meeting: We have been continuing to work with staff to improve treatment techniques.

Looking Ahead

- ODEQ informed staff of a sanitary survey coming up on October 16th and 17th. This will be a two-day event with one day at the treatment plant and the second day looking at the towers.

Inframark has gathered all the information needed for the inspection.

Appendix

A: Daily chemical cost tracker

B: DMR

C: MOR

Appendix A:

Daily Chemical Cost Tracker

Date	Phosphate	Filter aid		Chlorine	Polymer	
9/1/2018	226.48	29.89		11.45	530.73	
9/2/2018	223.64	29.92		11.31	531.23	
9/3/2018	228.18	29.87		11.54	530.26	
9/4/2018	218.53	29.87		11.05	530.30	
9/5/2018	213.99	30.17		10.82	535.67	
9/6/2018	134.98	30.72		11.19	545.52	
9/7/2018	152.98	30.69		12.68	544.89	
9/8/2018	141.21	30.60		11.71	543.25	
9/9/2018	146.40	30.15		12.14	535.28	
9/10/2018	140.87	29.59		11.68	525.32	
9/11/2018	146.06	29.56		12.11	524.92	
9/12/2018	151.94	29.26		12.60	519.48	
9/13/2018	134.29	28.46		11.13	505.32	
9/14/2018	134.64	28.50		11.16	506.02	
9/15/2018	128.75	28.45		10.68	505.18	
9/16/2018	138.10	28.42		11.45	504.62	
9/17/2018	139.48	28.08		11.57	498.56	
9/18/2018	142.25	27.93		11.79	495.84	
9/19/2018	93.66	27.62		12.94	490.32	
9/20/2018	89.30	27.42		12.34	486.89	
9/21/2018	85.35	27.59		11.79	489.78	
9/22/2018	96.15	28.61		13.29	507.89	
9/23/2018	100.10	30.23		13.83	477.10	
9/24/2018	85.77	29.44		11.85	464.64	
9/25/2018	94.70	28.78		13.09	454.27	1,263.50
9/26/2018	45.69	27.90		6.31	440.27	
9/27/2018	83.07	27.69		11.48	437.02	
9/28/2018	90.96	26.03		12.57	410.77	
9/29/2018	78.08	24.78		10.79	391.07	
9/30/2018	83.69	24.54		11.57	387.28	
Minimum	45.69	24.54		6.31	387.28	1,263.50
Maximum	228.18	30.72		13.83	545.52	1,263.50
Total	3,969.29	860.74		349.91	14,849.71	1,263.50
Average	132.31	28.69		11.66	494.99	1,263.50

Appendix C: MOR

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY MONTHLY OPERATIONAL REPORT WATER TREATMENT PLANTS

Mail origins' before the 10th of the following month to the Depa
ment of Environmental Quality, Water Quality Division
P.O. Box 1677, Oklahoma City, OK
731614677

McAlester PWA

5200 Waterworks Rd

McAlester, OK

74501

System

Address

City

ZIP

Plot: VIA
pm; 1020605
Month Sop-18
Population; 24,236

WATER TREATED (MGD)	FILTER OPERATION FLOWS USED-HOURS WATER	WASH IN 1000	CHLORINE IN 1000	CAUSTIC SODA IN 1000	COAGULANT IN 1000	FLUORIDE IN 1000	PH INDEX	HAZARDOUS WASTE
1:13.90	2234.00	24.0	23.0	14.0	29.0	1.881	211.0	19.0
4.08	24.0	23.0	23.0	24.0	13.0	18/3	31	170
23	134	24.0	14.0	23.0	14.0	24.0	18/3	31
4.07	24.0	14.0	13.0	14.0	24.0	1.811	11111	170
ii	MIEME	24.0	24.0	23.0	13.0	25.0	1,791	30
Ella	24.0	23.0	24.0	TAO	13.0	22.0	1,742	29
OM	2.10	24.0	24.0	23.0	11.0	19.0	MI	1,742
411	ED	24.0	24.0	23.0	14.0	7.0	13.0	23.0
kg	443	23.0	23.0	23.0	23.0	14.0	1,751	116
23	4.82	24.0	24.0	24.0	24.0	13.0	1,845	121
24	4.13	23.0	24.0	23.0	23.0	14.0	1,801	103
ra	24.0	23.0	24.11	24.0	13.0	24.0	1,566	950
ri	2.20	23.0	13.0	23.0	23.0	12.0	128.0	1,518
EI	1.00	214.0	24.0	24.0	13.0	28.0	0.71	2.13
36	23.0	23.0	23.0	23.0	23.0	23.0	0.0	1.4167
36	23.0	23.0	23.0	23.0	23.0	23.0	1,349	94
18	24.0	24.0	24.0	24.0	24.0	24.0	101	1.0
limn	imp	24.0	24.0	24.0	24.0	24.0	5,206	178
imp	24.0	24.0	24.0	24.0	24.0	24.0	1,707	950
Power Costs								
Labor Costs								
Chemicals								
Supplies								
Repairs								
Cost/per thousand Gallons								

I hereby certify the above to be correct
to the best of my knowledge,

Sign

Title

DEQ Form 1638477A
Revised 9/11/000

Oper. Cert. No.

Appendix B: DMR

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT
(DMR PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different) Facility Name/Location if different) Name McAlester PWA-WTP
Address 5200 Waterworks Rd McAlester OK 74501

Facility McAlester PWA
Location 5200 Waterworks Rd
McAlester, OK 74501

OK0046043

PERMIT NUMBER

001-A

DISCHARGE NUMBER

DMR Mailing ZIP CODE

MAJOR

(SUBR MS)

Filter Backwash

External Outfall

MONITORING PERIOD

FROM

TO

Attn:

YEAR MO DAY
18 09 01

YEAR MO DAY
18 09 30

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION		
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE
pH	NMPLE MEASUREMENT	*****	*****	****	7.0	*****	7.2
00400 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	***	6.5 MINIMUM	*****	9.0 MAXIMUM
Solids, total suspended	SAMPLE MEASUREMENT	107.0	*****	(26)	*****	11	11
00530 1 0 Effluent Gross	PERMIT REQUIREMENT	25.0 MO AVG	*****	LBS/DAY	*****	20 MO AVG	30 DAILY MX
Iron, dissolved (as Fe)	SAMPLE MEASUREMENT	6.97	*****	(26)	*****	0.7	0.7
01046 1 0 Effluent Gross	PERMIT REQUIREMENT	1.25 MO AVG	*****	LBS/DAY	*****	1.0 MO AVG	2.0 DAILY MX
Manganese, dissolved (as Mn)	SAMPLE MEASUREMENT	6.97	*****	(26)	*****	0.7	0.7
01056 1 0 Effluent Gross	PERMIT REQUIREMENT	1.25 MO AVG	*****	LBS/DAY	*****	1.0 MO AVG	2.0 DAILY MX
Aluminum, dissolved (as Al)	SAMPLE MEASUREMENT	11.71	*****	(26)	*****	1.2	1.2
01106 1 0 Effluent Gross	PERMIT REQUIREMENT	1.25 MO AVG	*****	LBS/DAY	*****	1.0 MO AVG	2.0 DAILY MX
Flow, in conduit or thru treatment plant	SAMPLE MEASUREMENT	0.962	2.486	(03)	*****	*****	*****
50050 1 0 Effluent Gross	PERMIT REQUIREMENT	Req Mon MO AVG	Req Mon DAILY MX	MGD	*****	*****	*****
Chlorine, total residual	SAMPLE MEASUREMENT	*****	*****	***	*****	0.43	0.85
50060 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	***	*****	Req Mon MO AVG	Req Mon DAILY MX
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 U.S.C. §§1001 AND 33 U.S.C. §§ 1319. (PENALTIES UNDER THESE STATUTES MAY INCLUDE FINES UP TO \$10,000 AND OR MAXIMUM IMPRISONMENT OF BETWEEN 6 MONTHS AND 5 YEARS.)				TELEPHONE	
Peter J. Stasiak, City Manager						918-423-0	
TYPED OR PRINTED						SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	
COMMENT AND EXPANATION OF ANY VIOLATIONS (Reference all attachments here)		ID# W-20603				AREA CODE	

Appendix C: MOR

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY MONTHLY OPERATIONAL REPORT WATER TREATMENT PLANTS

Plant: WTR
PWSID: 1020609
Month: Sep-18
Population: 24,236

McAster PWA
Sum

5200 Waterworks Rd
Address

McA
City

74512
Zip

☒ Rapid Filter Rate
☐ Slow Sand Filter
☒ Membrane (Micro, Ultra, Nano & reverse Osmosis)

	No. of Filters	SOP must be followed
TURBIDITY GREATER THAN 0.5 NTU	5	0
TURBIDITY GREATER THAN 0.3 NTU	10	0
TURBIDITY GREATER THAN 0.1 NTU	13	3

TOTAL NO. OF TURBIDITY ANALYSIS: 285

HIGHEST TURBIDITY READING

NUMBER OF SAMPLES 1 NTU

NUMBER OF SAMPLES 5 NTU

95TH PERCENTILE OF FINISHED WATER TURBIDITY

95TH PERCENTILE OF SETTLED WATER TURBIDITY

CHLORINE RESIDUAL < 1.0 mg/L LEAVING PLANT (1 Sample)

INDIVIDUAL FILTER TURBIDITY CHECKLIST

1. IS TURBIDITY FROM EACH INDIVIDUAL FILTER RECORDED EVERY 15 MINUTES

2. DID ANY SINGLE FILTER EXCEED 2.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?

☐ No, Go to Question 3.

☐ Yes, What date was the filter profile completed?

DID THIS SAME FILTER EXCEED 2.0 NTU IN 2 CONSECUTIVE 15 MIN PERIODS DURING THE LAST MONTH?

No, Go to Question 3.

Yes, Schedule Comprehensive Performance Evaluation (CPE) with DEQ.

3. DID ANY SINGLE FILTER EXCEED 1.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?

☐ No, Go to Question 4.

☐ Yes, What date was the filter profile completed?

DID THIS SAME FILTER EXCEED 1.0 NTU IN 2 CONSECUTIVE 15 MIN PERIODS DURING THE LAST 2 MONTHS?

No, Go to Question 4.

Yes, What date was the filter self-assessment completed?

4. DID ANY SINGLE FILTER EXCEED 0.5 NTU IN 2 CONSECUTIVE 15 MIN PERIODS AT THE END OF 24 HOURS OF OPERATION

☐ No, You are finished with the checklist.

☐ Yes, What date was the filter profile completed?

* IF ANY OF QUESTIONS 2 THROUGH 4 ARE CHECKED "YES", YOU MUST

COMPLETE THE TURBIDITY TRIGGER EVALUATION FORM AND ATTACH TO THIS MOR.

DAY	TURBIDITY									RESIDUAL DISINFECTANT										COMMENTS				
	PM	SET	SET	2000	0000	200	1001	0000	2002	ENTRY POINT TO DISTRIBUTION					DISTRIBUTIO									
										PM	4am	1am	12pm	4pm	1aw	SYSTEM								
1	98.1	3.2	2.1	0.05	9.05	0.05	605	0.311	0.05	1.117	1.08	103	1.01	1.00	0.98	1.2	0.8							43/leminole tower
2	95.4	2.6	1.7	0.00	0.05	0.05	0.05	0.05	0.03	0.96	0.94	0.94	0.02	0.91	0.91	1.8	0.9							TC8/7C17
3	96.0	3.2	1.7	000	0.05	0.06	0.05	0.05	0.05	0.91	0.41	0.89	0.68	0.90	0.19	0.7	0.9							TC7
4	96.4	1.1		LE	0.05	0.08	On	0.05	nc	0.03	0.87	038	017	0.87	0115	049	0.3	1.0						leS,leiburg 64p.bookstort
5	92.0	1.5	1.8		0.04	0.03	0.03	0.45	0.33	0.03	0.05	015	0.15	0.85	0.85	0.48	0.4	0.4						024/10210 • wphlrpton st
6	94.4	1.5	2.3		0.03	0.03	0.04	0.03	0.13	103	0.84	033	014	0.15	0.38	0.13	0.1	0.3						00c/1301111110014
7	94.2	3.7	4.1		103	0.03	0.113	805	0.33	0.03	0.85	0.87	0.14	0.85	0.88	0.15	1.0	1.0						summi udgehaS
8	93.3	2.1	3.4		403	0.03	11.03	0.03	0.83	0.05	0.115	0.64	0.81	0.62	WO	883	0.8	1.11						1089/4001ert west st
9	93.7	1.5	3.4		0.04	0.08	0.08	0.05	TO	083	0.43	0.85	0.85	0.85	0.85	0.65	0.8	LO						96/0e34
10	03.9	2.2	2.5		0.08	0.04	0.03	0.43	0.03	0.03	0.25	0.40	0.85	183	684	1184	0.3							ldmccieindauant4lh
11	91.1	1A	1A		0.93	0.03	11.03	0.03	0.03	0.04	0.15	0.00	0.01	0.113	0.115	0.25	0.9	0.4						gumm12142/1155
12	95.2	1.1	2.8		0.03	0.02	0.03	0.03	0.33	0.03	0.85	0.17	0.85	0.83	0.44	1485	0.7	0.3						TaG/12stovenloylorblvd
13	95.0	5.4	9.7		0.08	0.114	0.03	0.03	ILC	0.10	0.88	0.85	0.85	1115	0.83	0.313	1.6	LI						112Boonhpteap.chuteh
14	01.8	2.3	13		0.07	0.05	0.03	0.03	0.01	0.04	0.81	0.79	11.03	0.05	0.84	0.43	1.5	0.24						eon art401400004
15	01.8	1.6	1A		0.04	0.03	0.03	0.05	0.33	0.08	0.54	0.15	0.05	0.85	0.07	0.15	1.2	1.3						nobanshop/1C3S
16	923	42	1.7		0.08	0.03	0.02	0.01	0.61	0.03	0.85	0.115	0.15	0.368	0.35	0.64	1.0	0.7						ict/ugebell
17	90.1	0.0	1.7		0.03	0.03	0.03	0.01	0.44	0.03	0.13	9.13	OX	0.26	0.13	1.88	0.3	0.8						hindyctp/40011,0414,011
18	90.4	3.0	1.3		0.04	0.03	0.03	0.03	0.43	0.03	1.00	144	1.73	1.80	1.09	132	0.8	39						telOhodlo Mlka
19	90.6	1.3	1.8		0.83	0.08	0.02	0.03	0.02	0.02	1.80	1.78	1.73	1.75	1.75	1.09	0.7	0.4						life boosterfcll
20	913	5.0	1.9		0.03	0.04	0.08	0.04	0.03	0.04	1.73	1.73	L71	La	1.70	1.81	1.0	0.2						summit ridge18
21	43	3.8	4.3		0.09	0.03	0.97	0.84	0.61	OA*	1.75	1.77	1.71	L75	1.78	1.11	1.5	1.2						010101v120101114
22	100	3.9	5.7		11.11	0.35	0.08	0.03	0.03	0.03	1.13	1.78	113	1.97	L86	1.79	OA	1.1						tc8,tc19
23	90.4	4.8	1A		0.22	0.05	0.03	0.04	1A	0.08	1.75	1.76	1.00	1.72	L71	1.61	LI	LI						McDon414s/at mart Mart
24	903	4.1	5.3		0.15	0.13	0.00	0.03	0.03	0.04	1.81	1.89	1.78	LIU	1.74	1.84	0.3	1.8						laithurth or Mu*
25	90.0	5.2	1.7		OM	0.03	103	0.93	0.12	11.03	L82	1.55	1.89	1.68	L58	1.47	1.3	0.6						angels dingcommunity baptist church
26	80.6	18.1	3.0		0.08	0.38	0.27	0.45	0.33	0.19	1.43	1.43	1.42	1.40	134	3.89	0.8	0.4						Pk hoser/w00494
27	87.7	8.0	4.5		0.74	0.07	0.08	0.84	0.43	0.03	1.12	1.80	1.86	1.41	1.32	1.39	0.5	1.1						summitridge/missonaybap.urch
28	06.5	24	1.8		0.03	303	0.03	0.33	0.93	0.03	1.40	133	1.34	1.40	1.44	1.55	1.2	0.8						TC811C34
29	11.9	3.4	6.0		0.04	0.01	5.011	0.04	0.04	0.04	1.80	1.57	133	LSI	1.89	1.55	0.1	0.2						2.14
30	88.4	1.8	3.3		0.03	0.04	0.04	0.04	11.01	0.04	1.83	1.84	LSI	L81	1.49	1.00								

CITY OF MCALESTER**TREASURY REPORT****SEPTEMBER 2018**

BANK/AGENCY	BALANCE 9/30/2018	HIGHEST BALANCE OF MONTH
FIRST NATIONAL BANK:		
POOLED CASH	\$ 11,317,452	\$ 12,466,850
PAYROLL	10,022	52,390
NON UNIFORM COUNCIL-CLOSED	-	-
2003 A BOND EDUCATIONAL	5,054	5,054
2003B/2004 ECONOMIC DEV	5,043	5,043
STATE FORFIETURE (PD REVOLVING EVIDENCE)	53,976	53,976
EMERGENCY FUND ACCOUNT	3,781,589	3,781,589
ECONOMIC DEVELOPMENT	775,173	775,173
WORKER'S COMP	77	78
SAVINGS (1044699)	3,905	3,905
CD - 73927	252,008	252,008
TOTAL	\$ 16,204,299	\$ 17,396,066
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(17,977,739)	(17,977,739)
(OVER)/UNDER PLEDGED	\$ (2,273,441)	\$ (1,081,673)

GENERAL FUND - CLAIM ON POOLED CASH =	<u>\$648,367</u>
MPWA - CLAIM ON POOLED CASH =	<u>\$1,002,991</u>

**City of McAlester
Finance Department
Monthly Report
September 2018**

Finance Division; Toni Ervin, CFO

Finance:

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

Accounts Payable:

- ◆ Process invoices for payment, city utility payments, purchase orders
- ◆ Bid: Technology: Virtualization Bids, 2 -E911 Equipment bids

Human Resources:

- ◆ Head count: Full time 209; part time 36 See attached report.
Job Postings: 1 new
New Hires: full-time/part-time 7 Retirements/Left Employment: 1

Payroll:

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

IT:

- ◆ See attached report.

Safety:

- ◆ See attached report.

Court:

- ◆ See attached report

Utility Billing & Collections:

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

Utility water accounts per class: current

Residential: 6,379 Commercial: 1,077 Bulk Water 6

Service Orders: Meter Readers and Utility Maintenance

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
REINS - REINSTATE	158	0	0	0	2
TEMP - TEMPORARY ON/OFF	6	0	0	0	0
OCC - OCCUPANT CHANGE	61	0	0	0	1
RR-RE-READ (AFTER BILLING	9	0	0	0	1
ON - TURN ON SERVICE	67	0	0	0	1
OFF - TURN OFF SERVICE	83	1	0	0	4
MTRI - METER INFORMATION	70	0	0	0	0
SWAP - METER SWAP	68	0	0	0	0
STALE - STALE METER	29	0	0	0	0
LEAK - LEAK	4	0	0	0	0
SVCHG - SET NEW SERVICE	1	0	0	0	0
WEEDS - OVERGROWN WEEDS	1	0	0	0	0
INACT - INACTIVE W/USAGE	1	0	0	0	0
TOTAL ALL CODES	558	1	0	0	9

Monthly Transactions

TYPE	COUNT	AMOUNT
ADJUSTMENT	693	248.46CR
BILL	7,606	955,756.24
CUTOFF	232	8,980.00
APPLIED DEPOSIT	127	13,210.00CR
CC DRAFT	242	21,042.56CR
LATE CHARGE	1,507	11,109.52
MEMO	2,883	0.00
PAYMENT	4,820	630,008.53CR
REFUND CHECK	65	6,394.78
DRAFT	1,061	165,046.03CR
WEB PAYMENT	694	72,821.43CR
DEPOSIT	98	10,205.00
REVERSE PAYMENT	2	143.79
TOTAL FOR PERIOD	20,030	90,212.32

City of McAlester
Safety Office
Monthly Report September 2018

Date: 10-5-2018

EQUIPMENT: I received a few supplies this month that were used in for the day we painted curbs.

TRAINING: Thirty-seven employees completed an online class this month. A prize as given away and the winner was Kelsey Roberson from the Finance department.

ACCIDENT: One accident this month. A light pole was knocked down while mowing. Mel Priddy felt there will be no charge for this from PSO.

INJURIES: A Parks employee returned to work with restrictions. A UTM employee was treated and released back to work for a hand injury. A firefighter claimed respiratory injury and was treated and released back to work. A Parks employee suffered a heat related injury and was sent to the ER. He was released back to work after a day off.

DAMAGE: One damage claim this month. A citizen claims water damage to a dirt floor in his barn from a hydrant flush. He also claims he had to let his chickens out due to water in the coop and six did not return. He has not filed an official claim as of yet.

INSPECTIONS: All employees have been doing a good job wearing the required PPE. All employees have been working safely. All employees have access to hydration supplies.

WORKERS COMPENSATION: One new claim this month. A Police officer filed a Form 3 on his elbow and arm stemming from a claim in which he also injured his knee. Another Police Officers claim was denied by our TPA due to timeliness and the fact it did not meet the criteria under Workers Comp rules.

We are at 13 injuries reported for the calendar year, which is one less than this time last year (14 by this time last year). Six of the injuries resulted in days off and two resulted in restricted duty. We had three this month compared to zero in September of last year. We have had eight injuries for the fiscal year which is five more than this time in the last fiscal year.

All of our claims have been looked at by our new TPA and they will be coming down soon to discuss them with us.

Doug Basinger
Safety/ Risk Management

McAlester Fire Department

Monthly Report

September 2018

Activity	2017	2018	YTD	% +/-
Structure Fire	1	2	33	100%
All Other Fires	9	3	75	-66%
EMS	234	240	2,043	2.56%
False Alarms	4	6	47	50%
All Other Responses	9	6	84	-33%

Training

Personnel of the McAlester Fire Department received training in the following areas during the month of September 2018: McAlester Firefighter Classic/ Jon Hansen Series. 528 Firefighters, 40 Law Enforcement Officers Trained.

Services provided for the community by the McAlester Fire Department

Station Tours: 0

Fire Investigations: 0

Code Enforcement: 5

Inspections: 15

Overview

8/31/2018: MDA Fill the Boot

9/01/2018: MDA Fill the Boot

9/02/2018: MDA Fill the Boot \$ 5,800

9/04/2018: Fire Recruit Interviews

9/04/2018: Meeting with Hartshorne Mayor (EMS)

9/07/2018: Pittsburg Co Fair (Truck & Ambulance)

9/10/2018: Interviews with Law Firm

9/11/2018: Interviews with Law Firm

9/12/2018: Interviews with Law Firm

9/14/2018: Home Football Game (Ambulance)

9/20/2018: City Paint Day

9/14/2018: Firefighter Classic

9/15/2018: Firefighter Classic

9/16/2018: Firefighter Classic

9/17/2018: Jon Hansen Series

9/18/2018: Jon Hansen Series

9/20/2018: Jon Hansen Series

9/20/2018: ST. Jude @ Chili's

9/21/2018: Jon Hansen Series

9/21/2018: Home Football Game (Ambulance)

9/24/2018: Active Shooter Meeting

9/26/2018: Sick Bank Meeting

9/26/2018: Tour Berry Plastics

9/27/2018: Disaster Meeting

9/27/2018: Tour Berry Plastics

9/28/2018: Tour Berry Plastics

9/29/2018: Choctaw Cross fit Competition

McAlester Police Department
Monthly Report
September, 2018

Call Volume at 911 Center: 3,977

Offense Reports: 209

Violations: 295

Persons Jailed: 156

Violations: 215

Traffic Accidents

Accidents: 41

Injuries: 11

Fatalities: -0-

Traffic Citations

Citations Issued 798

Training

In September, 2018 members of the McAlester Police Department participated in or instructed in the following areas:

Surviving the Aftermath of a Critical Incident Taser Instructor

Blood and Airborne Pathogens Active Shooter

Child Forensic Interviewing

Community Services Officer

Master Patrolman Jeremy Busby continues his work in the McAlester Public Schools. Busby is focused on MHS and the Middle School students this semester. He is utilizing the T.E.A.M. curriculum which stands for Teaching, Educating and Mentoring. There are numerous subject blocks which Busby will teach this year.

Busby and Sergeant Preston Rodgers have been conducting several Active Shooter classes including classes for City of McAlester employees. I have received a great deal of positive feedback from participants in these classes.

Gary Wansick
Chief of Police

MCALESTER POLICE DEPARTMENT

Calls - By Type

09\01\2018
thru 09\30\2018

Type	Description	# Of Calls
174	ACCIDENT HIT & RUN	14
175	ACCIDENT HIT & RUN - IN PROGRESS	2
89	ACCIDENT WITH INJURY SIG 82	27
56	ACCIDENT, HIT AND RUN SIG 89	7
98	ACCIDENT, NON INJURY SIG 76	77
163	ALARM 211	46
171	ALARM BUSINESS	61
172	ALARM RESIDENTIAL	32
262	AMBULANCE - LIFT ASSIST	30
179	AMBULANCE - STAGE	7
145	AMBULANCE CALL 220-A	325
156	AMBULANCE TRANSPORTING 10-26	4
78	ANIMAL CALL 224	180
182	ANIMAL CALL - VICIOUS/NEGLECT	14
99	ASSAULT AND BATTERY 233	22
63	ATTEMPT TO LOCATE 307	143
131	BOGUS/FORGED CHECK 237	2
261	BOLO	22
139	BURGLARY HAS OCCURRED 203	84
68	BURGLARY IN PROGRESS 204	11
256	CALL BY PHONE	11
189	CONTROLLED BURN	255
190	COUNTERFEIT	2
191	DECEASED PERSON	6
192	DELIVER MESSAGE	1
193	DISTURBANCE	208
196	DRUG COMPLAINT	15
197	DRUG COMPLAINT IN PROGRESS	1
198	DRUNK DRIVER	4
199	E911 HANG-UP	34
200	E911 UNKNOWN	23
201	EMBEZZLEMENT	2
202	EOD	25
207	ESCORT	26
208	EXTRA PATROL	42
209	FIGHT	17
257	FIRE	54
210	FOLLOW-UP	32
211	FOUND PROPERTY	28
212	FRAUD	7
214	GUN SHOTS	11
258	HARRASSMENT	6
215	IDENTIFICATION THEFT	1
216	INDECENT EXPOSURE	1
259	LARCENY	31
218	MISSING PERSON	4
219	MOTOR VEHICLE THEFT	14
220	OFFICER STANDBY	9
221	OTHER - SEE NOTES	131
222	PARKING COMPLAINT	23

Type	Description	# Of Calls
224	PETIT LARCENY	1
225	PROWLER	23
226	PUBLIC DRUNK	4
230	RUNAWAY	5
231	SAFETY CHECK	4
232	SCHOOL ZONE	2
227	SEXUAL ASSAULT	3
233	SHOPLIFTER	21
234	SPEAK WITH OFFICER	132
236	STALLED VEHICLE	35
260	STATUS ZERO	26
239	SUICIDE ATTEMPT	22
240	SUSPICIOUS PERSON	104
241	SUSPICIOUS VEHICLE	51
243	THREATS/INTIMIDATION	16
246	TRAFFIC FATALITY	1
54	TRAFFIC STOP	1,193
254	TRAINING	2
247	UNKNOWN PROBIEM	9
248	UNLOCK VEHICLE	1
249	UNSECURED BUILDING	12
250	UTILITY CALL IN REPORT	51
251	VANDALISM	27
252	WARRANT	16
253	WELFARE CHECK	82
Total		3,977

MCALESTER POLICE DEPARTMENT

Incidents - By Violation

09\01\2018
thru 09\30\2018

Violation	Incidents
ACTS RESULTING IN GROSS INJURY	1
ALTERING LICENSE PLATE/DECAL	1
ARSON - FIRST DEGREE	1
ASSAULT &/OR BATTERY W/ DEADLY WEAPON	1
ASSAULT AND BATTERY	2
ASSAULT AND BATTERY ON POLICE OFFICER, CORRECTIONS (FELONY)	1
ASSAULT AND BATTERY-STATE	5
ASSAULT BATTERY OR ASSAULT&BATTERY W/DANGEROUS WPN	2
BURGLARY - FIRST DEGREE	5
BURGLARY - SECOND DEGREE (ALL OTHER)	8
BURGLARY - SECOND DEGREE (AUTO)	19
BURGLARY - SECOND DEGREE (BUS)	3
BURGLARY - SECOND DEGREE (COIN OP MACHINE)	1
BURGLARY - SECOND DEGREE (RES)	4
CRUELTY TO ANIMALS	1
DEFRAUDING AN INNKEEPER	1
DISCHARGING FIREARMS IN PUBLIC PLACE	1
DOMESTIC ABUSE ASSAULT & BATTERY	1
DOMESTIC ABUSE BY STRANGULATION	3
DOMESTIC ABUSE COMMITTED IN PRESENCE OF CHILD	1
DOMESTIC ASSAULT & BATTERY/ABUSE	5
DRIVING W/ LICENSE CANC/SUSP/REVOKED	6
DUI - LIQUOR OR DRUGS/APCV	5
DUI - LIQUOR OR DRUGS/APCV AGGRAVATED	1
ENDANGERING OTHERS WHILE ELUDING POLICE OFFICER	1
FAIL TO REGISTER VEHICLE W/IN 30 DAYS OF PURCHASE	1
FAILURE TO KEEP TO RIGHT	1
FAILURE TO SHOW INSURANCE	3
FALSE PERSONATION CREATING LIABILITY OR BENEFIT	1
FORGERY 2ND-NOTES CHECKS BILLS DRAFTS	2
FOUND/LOST PROPERTY	13
GRAND LARCENY	6
INFORMATION	2
LARCENY FROM THE HOUSE	1
LARCENY OF MERCH FROM RETAILER	9
LARCENY-AUTO AIRCRAFT OR OTHER MOTOR VEH	4
LARCENY/BURGLARY OF CDS	1
LEAVING SCENE OF ACCIDENT INVOLVG DAMAGE	1
MAKE/SELL/POSS/DISPLAY FALSE ID	1
MALICIOUS INJURY TO PROPERTY-OVER \$1000	5
MALICIOUS INJURY/DESTRUCTION OF PROPERTY	10
MALICIOUS INJURY/DESTRUCTION OF PROPERTY-STATE	6
OBSCENE/THREATENING OR HARASSING PHONE CALLS	1
OBSTRUCTING DRIVERS VIEW	1
OBSTRUCTING OFFICER	4
OBTAINING PROP OR SIGN UNDER FALSE PRET	1
OPERATING VEHICLE W/O PROPER TAG/DECAL	2
PETIT LARCENY	17
PETIT LARCENY-STATE	17
PLANNING OR THREATENING VIOLENT ACT	3

Violation	Incidents
POSS OF CONTROLLED SUBSTANCE	24
POSSESSION OF DANGEROUS DRUGS PROHIBITED	1
POSSESSION/SALE OF DRUG PARAPHERNALIA PROHIBITED	2
PREVENTING WITNESS FROM ATTENDING COURT	1
PROTECTIVE ORDER VIOLATION	10
PUBLIC DRUNK	9
RAPE - FIRST DEGREE	2
RAPE - SECOND DEGREE	1
RAPE BY INSTRUMENTATION - FIRST DEGREE	1
REC/POSS/CONC STOLEN PROPERTY	3
REC/POSS/CONC STOLEN VEHICLE	3
RECKLESS DRIVING	1
RESISTING EXECUTIVE OFFICER	3
TRAFFICKING IN ILLEGAL DRUGS	2
TRANSPORTING INTOXICATING BEVERAGE OR LOW-POINT BEER	1
TRANSPORTING OPEN CONTAINER-LIQUOR	1
TRESPASS	3
UNAUTHORIZED USE OF CREDIT / DEBIT CARD	5
UNLAWFUL CARRYING WEAPONS	1
UNLAWFUL POSSESSION OF PARAPHERNALIA	14
UNSAFE LANE USE	1
USE OF VEHICLE IN DISCHARGE OF WEAPON	1
UTTERING FORGED INSTRUMENTS	1
WARRANT	11
Total Violations	295
Total Incidents	209

MCALISTER POLICE DEPARTMENT

Arrests - By Violation

09\01\2018
thru 09\30\2018

Violation	# of Offenses
ARSON - FIRST DEGREE	1
ASSAULT &/OR BATTERY W/ DEADLY WEAPON	1
ASSAULT BATTERY OR ASSAULT&BATTERY W/DANGEROUS WPN	1
BURGLARY - FIRST DEGREE	1
BURGLARY - SECOND DEGREE (ALL OTHER)	1
BURGLARY - SECOND DEGREE (RES)	3
CRUELTY TO ANIMALS	1
DOMESTIC ABUSE COMMITTED IN PRESENCE OF CHILD	1
DOMESTIC ASSAULT & BATTERY/ABUSE	4
DRIVING W/ LICENSE CANC/SUSP/REVOKED	8
DUI - LIQUOR OR DRUGS/APCV	1
DUI - LIQUOR OR DRUGS/APCV	4
DUI - LIQUOR OR DRUGS/APCV AGGRAVATED	1
ENDANGERING OTHERS WHILE ELUDING POLICE OFFICER	1
FAIL TO REGISTER VEHICLE W/IN 30 DAYS OF PURCHASE	1
FAILURE TO KEEP TO RIGHT	1
FAILURE TO SHOW INSURANCE	1
FALSE PERSONATION CREATING LIABILITY OR BENEFIT	1
LARCENY OF MERCH FROM RETAILER	5
LEAVING SCENE OF ACCIDENT INVOLVG DAMAGE	1
MAKE/SELL/POSS/DISPLAY FALSE ID	1
OBSTRUCTING DRIVERS VIEW	1
OBSTRUCTING OFFICER	2
PETIT LARCENY	1
PETIT LARCENY-STATE	4
POSS OF CONTROLLED SUBSTANCE	26
POSSESSION OF DANGEROUS DRUGS PROHIBITED	2
PROTECTIVE ORDER VIOLATION	1
PUBLIC DRUNK	8
PUBLIC INTOXICATION	1
REC/POSS/CONC STOLEN PROPERTY	4
REC/POSS/CONC STOLEN VEHICLE	5
RECKLESS DRIVING	1
RESISTING EXECUTIVE OFFICER	3
TRAFFICKING IN ILLEGAL DRUGS	2
TRANSPORTING INTOXICATING BEVERAGE OR LOW-POINT BEER	1
TRESPASS	3
UNLAWFUL CARRYING WEAPONS	1
UNLAWFUL POSSESSION OF PARAPHERNALIA	17
UNSAFE LANE USE	1
WARRANT	91
Total Violations	215
Total Arrests	156

MCALISTER POLICE DEPARTMENT

Accident - By Type

09\01\2018
thru 09\30\2018

Accident Type	Accidents	Fatalities	Vehicles	Injured
1 VEHICLE PD ONLY	3	0	3	0
1 VEHICLE PI'S	1	0	1	1
2 VEHICLES PD ONLY	25	0	48	0
2 VEHICLES PI'S	6	0	12	9
2+ VEHICLES PD ONLY	2	0	4	0
2+ VEHICLES PI'S	1	0	4	1
HIT & RUN	1	0	2	0
UNKNOWN	2	0	4	0
Total	41	0	78	11

MCALISTER POLICE DEPARTMENT

Accident - By Street & Intersection

09\01\2018
thru 09\30\2018

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
1400 BLOCK S. GEORGE NIGH EXPWY./ US HWY. 69 & WEST SIDE SERVICE ROAD / HWY. CROSSOVER	1	0	2	0
2nd Street & Chickasaw Avenue	1	0	2	0
500 BLOCK OF E. WASHINGTON & NORTH 5TH ST.	1	0	2	0
7th Street & ELECTRIC AVENUE	1	0	2	0
CARL ALBERT/US HIGHWAY 270 & STRONG BLVD	1	0	2	1
CHEROKEE & 6th St.	1	0	2	0
E Electric Ave & N 15TH STREET	1	0	2	1
E. CARL ALBERT PKWY. / US HWY. 270 & 14th Street	1	0	2	0
EAST CARL ALBERT PKY & Kimichi drive	1	0	2	0
EAST ELECTRIC AVE. & North 5th street	1	0	1	0
ELECTRIC AVENUE & MAIN STREET	1	0	2	0
GEORGE NIGH & HARDY SPRINGS	2	0	3	0
Hardy Springs Road & U.S. Highway 69 (George Nigh Expressway)	1	0	2	0
HWY 69 FRONTAGE RD & PEACEABLE RD.	1	0	2	0
KIAMICHI DRIVE & Wade Watts Avenue	1	0	2	2
Main (Business Highway 69) & Washington	1	0	2	0
N 2ND ST & E FILLMORE AVE	1	0	2	2
N. 6TH ST. & E. Jackson Ave.	1	0	2	2
NORTH MAIN ST & US Hwy 270 (CARL ALBERT PARKWAY)	1	0	2	0
Private Property & 450 S GEORGE NIGH EXPRESSWAY	1	0	2	0
PRIVATE PROPERTY & 603 S. GEORGE NIGH EXPWY.	1	0	2	0
Private Property & GEORGE NIGH	1	0	1	0
Private Property & MAIN	1	0	2	0
S. 6TH ST. & WYANDOTTE AVE.	1	0	2	0
S. GEORGE NIGH EXWY. / US HWY. 69 & SOUTH 14TH STREET	1	0	1	1
S. HARDY SPRINGS ROAD & WEST SIDE 69 HWY. / S. GEORGE NIGH SERVICE ROAD.	1	0	2	0
S. HWY 69 (GEORGE NIGH EXPWY.) & S. 14TH ST.	1	0	2	1
SB U.S. Highway 69 service rd & Comanche Avenue	1	0	2	0
SOUTH 3RD STREET & E WYANDOTTE	1	0	2	0
SOUTH 6TH STREET & EAST CHEROKEE AVE.	1	0	2	0
SOUTH ST & West Service Road (U.S. Highway 69)	1	0	2	0
SOUTH STRONG AVENUE & CARL ALBERT PARKWAY	1	0	2	0
U. S. Highway 69 & Elks Drive	1	0	2	0
U.S. HWY 270 (C.A.P) & N. STRONG BLVD.	1	0	2	0
U.S. Hwy 69 (George Nigh Expressway) & Elks Rd.	1	0	2	0
UNKNOWN	1	0	2	0
US Highway 69 Northbound & VILLAGE BLVD.	1	0	4	1
US HWY 69 BUSN (MAIN) & US HYW 270 (CARL ALBERT PKW)	1	0	0	0
Valley Drive & SOUTH MAIN STREET	1	0	2	0
W CARL ALBERT PARKWAY & MAIN STREET	1	0	2	0
Total	41	0	78	11

**City of McAlester
City Clerk
Monthly Report
Month(s) September, 2018**

1. Meetings attended: 2 Regular: September 11, 2018
 September 25, 2018
2. Produced Council minutes for 2 Meetings.
 September 11, 2018 – Regular
 September 25, 2018 – Regular
3. Produced Authority minutes:
 Airport Authority – September 11, 2018
 September 25, 2018
 MPWA September 11, 2018
 September 25, 2018
 Retirement Trust - September 25, 2018
4. Open Records Requests: Sept. Police Department Records Request = 23
 Sept. Citizen/Attorney/Inter-Office Requests = 17
5. Bid openings: September 10, 2018 – Network Virtualization – IT
 September 20, 2018 – 911 Work Stations & ISO Compliant Generator
6. Submitted Notice of Tort claims: September 2018
(Filed w/OMAG) 0 - Vehicle Damage
 0 - Property Damage
 0 – Misc.
7. OMAG Tort Claim Denials/Closed with no payment: None
8. OMAG Tort Claim Settlements:
Claim No. 205177-JS, Property Damage, 1103 N. 1st Street, Francis Manning, \$76.60
9. Submitted Risk Mgmt. Claims (Fire Dept. Liability): 0 – Vehicle Damage
 0 – Property Damage
 0 – Misc.
10. Risk Mgmt. Claim Settlements: None
11. Claims Filed for Damage to Municipal Property by Citizens: None
12. Settlements for Damage to Municipal Property by Citizens: None
13. Training attended: None
14. Misc. meetings: None

15. Misc. items:
 - *Continuing to work on obtaining information and quotes on a Document Management System.
 - *Compiling Procedures for City Clerk's Office.

City of McAlester
Public Works Department
Monthly Report
September 2018

Public Works

All units within Public Works participated in the Paint Day on September 19 by interacting with other departments and organizations while painting the curbs, fire hydrants and guard rails at various locations around the City.

Street Department

The street crew put asphalt overlays on the following streets: D Street from Electric to Short Stonewall, Tyler from West Street to D Street, Polk Street between C and D Street, and the alley between Carl Albert and Choctaw. A total of 1868 tons of asphalt was placed on these streets.

The street sweeper swept 18.2 miles of City streets and collected 100 cubic yards of sweepings this month.

Street crews repaired/rebuilt parts of the street, water cuts, curbs, and/or intersections at Nix Chevrolet, 619 south street, Hardy Springs and Quail Drive, Prepped and poured a new driveway at Arvest Bank Parking Lot, 10th Street between Chickasaw and Cherokee and curb cut at D and Tyler. The crew poured 20 yards of concrete during these repairs.

Street crews cleaned the catch basins and removed 22 yards of debris and patched potholes at several locations within the City.

Engineering Department

On September 13, 2018 we received notification that the FFA construction grant was open and available for us to draw from. The pre-construction meeting is scheduled for October 3, 2018. Construction start is anticipated mid-October.

Engineering assisted in the renovation of the Federal Building by providing and installing room numbers for the building.

Engineering participated in a design review hosted by ODOT. The review was for the next phase of Highway 69 construction through McAlester. The group met at the ODOT office in Antlers, OK.

Staff is updating water, sanitary sewer and storm water atlases as time permits. Staff spent approximately 80 hours entering updates into the GIS system.

Facility Maintenance Department

Facilities personnel repaired the boiler at the library and the traffic lights at Main and Monroe.

Facilities personnel worked on replacing door locks, lighting bulbs and fixtures both inside and outside the FAA building.

Facilities personnel spent time repairing a water leak at the North Town Fire Station and repaired Garage doors at the North Town and South Fire Stations.

Community Development Monthly Report

September 2018 Activity Summary

Week of September 3

- Review schedule and notices for BA #191, moved to October agenda.
- Received and reviewed letter on travel trailer violation, and staff inspections of same violations reported—ten with front building line, six connected to power, most exceeding 24-foot restriction.
- Gather and report department vehicle information for City paint day project
- Review and report on construction documents and progress for 13 Briar Cliff Road
- Follow up and report on notice of high grass violations for two vacant lots on Quail and Mockingbird
- OMAG Training technical difficulties, timeline of mowing notice of proceed to contractor. Ultimately mowed by neighbors, no mow notice could be initiated.
- Attended the Oklahoma Clean Community Recognition Event for Pride in McAlester.
- Review of TSET Active Living Zoning Regulations, shared with Guernsey by request.
- Re-evaluate four identified focus area options with Steering Committee, narrow to three by scope of contract; requested quote from Guernsey to add an additional area, per Steering Committee request. Awaiting quote.
- Attended MDSS Board Meeting

Week of September 10

- Guernsey bi-weekly update meeting; reviewed data reports, shared emphasis on in-person visits requested by Planning Commission, provided update of resolutions and ordinances affecting zoning, updated on map info requested along Hwy 69 that was previously developed by Economic Development for potential development (no longer available, computer data loss), review request for adding a focus area to the scope and a quote required for change order approval.
- Communication on HR & Tourism request for employee banquet decorations.
- Attended McAlester Main Street Board Meeting
- MDSA Stampede travel preparations; travel, lodging, identification and biography
- Review Tolemi demonstration on Building Blocks and IRIS for possible software for building codes and code enforcement purposes.
- Council Meeting – approval of Moss Wrecker contract
- Review of Mullin Park land records for city owned property for possible lease, encroachment, review code of ordinance concerning telecommunications—required documents, permitted height, parking, fencing and landscaping.
- McAlester Housing Environment review with respect to Water Department, Public Works, Building Codes, Code Enforcement concerns. Health Department and ODEQ also included in meeting and the discussions.
- Shared OK-APA Conference information with Planning Commission and took steps for registrations.
- Leadership McAlester committee meeting, finalized schedule, reviewed class roster.
- Review and planned assistance with McAlester Main Street collection of land owner information for building owner's databank.
- By request resent community calendar to Guernsey. From Tourism, requested updated calendar and guidance on typical attendance for events scheduled in September and October.
- Review and report demolition status of 412 W Cherokee and 504 W Cherokee.

Week of September 17

- Follow up on address request for Choctaw Rimfire development. Form for Address Request form developed.
- Site visit with Branch Communications, to review Mullin Park.
- Follow up with Guernsey concerning weather effect on Culture Fest for planned visit. Reviewed additional dates on community calendar.
- Review schedules and notices for BA#191 and VE #154 on October agenda.
- Develop schedule for demolition bid opening and contracts for houses condemned on August 13th
- City Team Building Day, painted curbs.

Week of September 24

- Review of Guernsey's revised plan to attend McAlester Main Street's Trick or Treat in the Street event, downtown McAlester.
- Review and approve list provided by code enforcement for Life Church's serve day.
- Review and follow up to request from CVS Pharmacy concerning re-inspection required for certificate of compliance.
- Attended OCEA Fall Conference in Muskogee, OK on September 27
- Review with code enforcement and building inspections to determine areas for amendment on trailer codes.
- Review and prepare documents on Harris Construction contract for demolition work, agenda report and attachments for council meeting.
- Attended OK-APA Conference in Midwest City, OK on September 30 through October 1



ACTIVITY REPORT – September, 2018

SEE ATTACHED REPORTS	CURRENT MONTH	FISCAL Y-T-D TOTALS
Event Attendance	7672	12,930
Rental Income	\$2,350.00	\$8,075.00
Concession Income	\$3,923.00	\$4,456.00
Credit Card Income	\$1,168.50	\$1,589.50
Vending Machine Income	\$362.00	\$497.00

MAINTENANCE

Major Issues: None at this time

Minor Issues:

- Fire Alarm: We had an issue with our fire alarms going off early in the month and couldn't get anything to shut them off. We called Convergent to come out and look at it, but they took MUCH longer than they told us. The root of the fire alarm was an issue with one of our AC units tripping the system when a belt burnt up on one of the units for Room 103. Between the AC repair man and myself, we finally got the alarm to shut up by power through and resetting the whole system. We talked with Convergent over the phone and cancelled the call, which they billed us for drive time on anyway. I didn't think that was part of the contract, but I could be mistaking. I know Shelia Norman took care of the contracts before she left.
- AC Units: As mentioned above, Lambert had to replace new belts and a new motor on the unit for 103. This went down right around the Toast for a Cancer Free World & The Chamber banquet for August. But we got everything up and running and things have been fine since. Lyle has been a big help in working the AC units and just keeping them monitored, as well as fixing small issues when needed.
- We had the overhead door looked at in the Expo Hall. We're still waiting on a quote back on adding a chain pulley system to it, to keep it from coming off the track when used.
- We've had to change out a few ceiling tiles recently, for some minor roof leaks. Still more we're finding but nothing major that can't be handled at this time.

- Our lawn mower needed a little maintenance over the last few months. We had to have new blades added and belts changed.
- Another piece on our outside marquee went out, but again it is under warranty so MaCabe came out and replaced it pretty quickly.

All other maintenance items were of routine nature, such as type facility repairs, grounds keeping, cleaning and fixing of bathroom fixtures.

DAILY OPERATIONS & EVENTS

Oversee and manage daily operations. Assure accuracy for schedule and coordinate events. Schedule staff according to events. Confer with event planners on logistical needs and employees on issues. Prepare and conduct safety meetings and staff meetings. Order supplies. Oversee daily repairs, cleaning and maintenance to maintain facility. Oversee budget, process purchase requests and purchase orders timely. Compile monthly reports of Expo activity.

Still not seeing a lot of bookings with the new price changes. We're booked up pretty solid for 2018 and the first part of 2019. I hope to see some of these bookings change quickly. We may still need to look at if we adjusted some of the prices a little too high.

A private individual contacted me about booking the Expo Kitchen once or twice a week. I spoke to Kurt and got some pricing ideas from the Kitchen Incubator Program and are currently looking to try and capitalize on the extra revenue option, if possible.

Now that the citywide branding has been approved, I want to go back to looking at our ability to add alcohol sales at the Expo and maximize our profits during bigger events. I will revisit the idea and continue talks with our rep from Ben E Keith about some new cost saving measures for concession for this year and the possibility of expanding some of our menu options as well. The 2nd kitchen area on the other end of the Expo that has the large kitchen inside could be used for a 2nd concession area that would sell more items such as burgers, chicken strips, fries, ect. Especially if we had a deep fryer in it. This is another idea that I would possibly like to explore after the beginning of the year.

Our media packet continues to grow and evolve into bigger and more complete connections. Management continues to work with event holders to receive feedback on the facility and work to make changes to the Expo.

Delona has requested that we look into getting some plastic 6ft tables for upstairs to replace the broken and worn out wooden ones we are currently using. I will be looking at some pricing on that in October and possibly submitting a PO for about 50 of those.

Bigger events held last month:

The following were some of the larger attended events over August/September:

- OSU Educational Conference
- McAlester Public Schools – Back to School Kickoff
- Toast to Cancer Free World
- McAlester Chamber of Commerce Banquet
- 4-H Banquet
- FFA Colt Conference
- Counselor Fair
- Pittsburg County Free Fair
 - The Carnival was a HUGE hit and had a WONDERFUL setup. Was the best we've had.
- Choctaw Fall Fest
- Boys & Girls Casino Night
- Fire Fighters Classic
- Ducks Unlimited Banquet
- Shriners Circus
- Choctaw Classic – Crossfit Competition

Up Coming Events in the works:

Work continues daily, on seeking out new events, promoting current events scheduled, reducing costs, scheduling new events, auditing the accuracy of all booking systems and maximizing any and all Expo Center space. Some of the events we are currently working on include:

- Carden Circus – We have been approached by another circus who would like to have a show in January of next year. They have their contract and payment in, so we are all set to do their circus on January 8th.
- Haven't heard anything back from Jurassic Quest, however another dinosaur show called Jurassic Tour has contacted us and are looking at a show the first weekend in November.
- We're still waiting to hear back from the Harlem Globetrotters who have expressed interest in coming to do a show in 2019.
- The Monster Truck show will be returning on January 11th & 12th
- The Chamber Rodeo is scheduled again for the first weekend in February, which is February 1st & 2nd.
- I'm working closely with the hospital who would like to expand on their Night out for the Nurses Fundraiser and bring in a big band to perform in 2019.

- I've meet with some individuals who are looking to do a Professional Leadership Conference here, possibly in October of 2019 and bring in multiple professional and leadership speakers. We will be having another meeting next month on this idea.
- This weekend we have a "Collectors Showcase" coming to the Expo. I was able to work out agreements with 3 separate events to hold their events together in hopes of drawing off one another. We will feature in the Expo Hall – The Metcalf Gunshow, in Room 101 – An Artifact Show and Exhibit and in Room 103 – An Antique coin Show. The Artifact and Coin show were here together last year and did very well working off the two events. Hopefully the Gunshow will draw another crowd as well.
- Next weekend we will have the return of the Home & Ranch Show.
- November & December will also feature shows such as:
 - The Big Buck Classic
 - The First National Bank Basketball Tournament
 - 2 Hip Chicks Roadshow

Positions Needed:

We hired Lyle Wilson who has done a FANTASTIC job out here and seems to really fit in. He's definitely the type of person I was hoping to bring aboard and have on. I still believe we could use another PT person to pull some hours away from Karen. There's been a few issues lately with quality of work and dependability, with her and I want to fix that problem before it becomes a major issue. Also, we could use more flexibility in the concessions. With only 3 extra girls, having events every weekend during certain months, it's hard to keep them from getting burnt out, especially with their other jobs. So currently I would like to get approval to open up the following positions:

- PT Expo Event Worker
- (3) PT Concession Workers

EXPO CREDIT CARD REPORT

September 2018

GL Concessions (28-4-0-431)
GL Room Rental (28-4-0-430)

YTD TOTAL	\$421.00
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AMOUNTS

[illegible]

EXPO ATTENDEE'S REPORT

SEPT. 2018

DATE		EVENT	ATTENDANCE
09/01/2018		Sweet Sixteen Party-Rm 103	280
09/02/2018		Birthday Party(Nance) Rm 101	75
09/04/2018		Pitts. County Fair	150
09/05/2018		Pitts. County Fair	250
09/06/2018		Pitts. County Fair	500
09/07/2018		Pitts. County Fair	800
09/08/2018		Pitts. County Fair	1200
09/11/2018		Choctaw Fallfest	30
09/12/2018		Choctaw Fallfest	1500
09/15/2018		FireFighters (whole bldg.)	50
09/16/2018		FireFighters (whole bldg.)	50
09/18/2018		FCCLA - Rm 101/103/205/207/209	450
09/20/2018		Ducks Unlimited (EH)	125
9/20/20108		150 yr Centennial (rm 101)	12
09/20/2018		Shrine Circus EH	800
09/21/2018		Shrine Circus EH	1200
09/22/2018		FireFighters (whole bldg.)	50
09/23/2018		FireFighters (whole bldg.)	50
09/29/2018		Choctaw Classic (EH)	100
		MONTHLY TOTAL	7672
		YEAR TO DATE	12,930

EXPO CONCESSION INCOME REPORT

September-2018

DATE	PAYMENT	RECEIPT#	EVENT	DATE OF EVENT
Y-T-D TOTAL	\$533.00			
9/11/2018	\$81.00	541406	Pitts. Co. Fair	9/6/2018
9/11/2018	\$678.50	541408	Pitts. Co. Fair	9/7/2018
9/11/2018	\$66.00	541407	Pitts. Co. Fair	9/7/2018
9/11/2018	\$354.00	541409	Pitts. Co. Fair	9/8/2018
9/28/2018	\$645.00	541415	Shriner Circus	9/20/2018
9/28/2018	\$464.00	541416	Shriner Circus	9/20/2018
9/28/2018	\$761.00	541417	Shriner Circus	9/21/2018
9/28/2018	\$873.50	541418	Shriner Circus	9/21/2018
MONTHLY TOTAL	\$3,923.00			
Y-T-D TOTAL	\$4,456.00			

EXPO RENTAL REPORT

SEPT. 2018

DATE	PAYMENT	\$5,725.00	RECEIPT #	EVENT	DATE OF EVENT
	YTD TOTAL				
09/04/2018	X	\$500.00	43849	Drink,shop,be merry Expo Hall	11/16&17/2018
09/05/2018	X	\$125.00	43850	DH Poverty Trng- Rm 101	08/01/2017
09/08/2018		\$1,050.00	541408	Camping Lots-Carnival	9/4-8/2018
09/25/2018		\$175.00	cc056258	PSO - Room 101	10/12/2018
09/29/2018		\$500.00	cc046494	CREOKS - Rm 101	11/15/2018
Mo. Total		\$2,350.00			
YTD Total		\$8,075.00			

EXPO VENDING INCOME REPORT

SEPTEMBER 2018

DATE	HALLWAY SNACK MACH.	HALLWAY POP MACH.	EXPO HALL POP MACH.	TOTAL AMOUNT	RECEIPT #
Y-T-D TOTAL	\$45.00	\$90.00	0	\$135.00	
9/14/2018	\$97.00	\$180.00	\$85.00	\$362.00	541412
MONTHLY TOTAL					
Y-T-D TOTAL	\$142.00	\$270.00	\$85.00	\$497.00	



September 2018 Tourism Report

Eddie Gray, Executive Tourism Coordinator

Current Projects:

Status:

Ongoing Tourism Functions

Visits to our hotels, restocking tourism brochures, daily visits from guests to the Visitor's Bureau, updating the 2018 Community Calendar, social media promotions, updating the calendar on the city's website, putting together welcome packets, fulfilling requested tourism bags, event identification/finding and monthly Leadership Lunches.

McAlester Branding

We are currently working on re-branding the City of McAlester with the new logo that is featured on the new "way-finding" signs that were recently installed. Consistent use is key for the successful launch of this logo. The introduction of the new logo will play a large role in our Sesquicentennial campaign as it features "1869" at the top to reiterate our establishment date. Souvenirs are now in and the Visitors Bureau is selling mugs, shot glasses, bumper stickers, magnets, post cards, fans and pens. This re-branding effort was brought to City Council on August 28th and was decided by Council that they wanted a committee built to discuss the new logo further. The 9 person committee met on September 6th, 17th and on October 1st. Billy Sumner is set to bring the city re-branding back to council for approval on October 9th. The committee wanted tourism to put together a "style guide/guideline" book for the new logo and we have spent six weeks doing so. The results will be in next month's report.

City Brochures/ Travel OK

We have a new brochure that replaces the "Heartbeat" brochure that has been in publication for three years. I had a meeting with the McAlester News Capital to produce a tabloid sized publication in newsprint for tourism. This piece features our hotels, restaurants, points of interest, stories highlighting McAlester and upcoming events. This publication is now in all our hotels, travel plazas, convenience stores and "hot spots" around town. McAlester News Capital sold ads for this publication and the piece will not cost McAlester Tourism anything; a savings of \$6,000. The News Capital delivered this piece in their Sunday newspaper and we picked up 3,000 copies

for distribution. We went through the first order and ordered another 3,000 copies for \$900 to get us through to the next brochure that we are working with Maps, Inc. out of Norman. We are in discussions for this new piece to go with McAlester's Sesquicentennial for 2019. Tourism hired a photographer to give us 5 edited and different shots of our 40 points of interests so we can use for any upcoming advertising or brochures.

I have also been working on a new "McAlester Day Trips" brochure for tourism (SEE FIRST PICTURE BELOW). This brochure is a one page tear off that will give our multi-day guests ideas for a one day trip around McAlester to Okmulgee, Eufaula and the Talimena Scenic Byway and then come back to McAlester for a hotel stay over. This brochure is still in review.

Another brochure that I have been working on is the replacement for "The Great American Story" brochure that has been used for about 4 years (SEE SECOND AND THIRD PICTURES BELOW). This new brochure is the "teaser" brochure that is distributed through Oklahoma Tourism & Recreation Department fulfillment and through Certified Folder (more about this in my report). This brochure is now being distributed. I plan to nominate this brochure for a Redbud Award in 2019.

McAlester Sesquicentennial Celebration

Work has begun on the planning of McAlester's 150 year celebration for 2019. A committee was formed and met for the third time on July 19th. This celebration will highlight McAlester in the state of Oklahoma for the entire year. Billy and I met with the sales team from TravelOK again on August 2nd. It is our goal to produce a 30 second television commercial that will air during *Discover Oklahoma* and be a segment sponsor eight different times when the commercial doesn't air. I met with the new Supreme Leader for the Rainbow Order for Girls on August 7th to discuss their participation for the celebration. They have agreed to open the temple quarterly for scheduled tours of the facility in 2019. The next 150 meeting will be October 25th at the Expo. I will provide sesquicentennial details in next month's report.

Little Festival on the Prairie

I met with Krebs Brewing Company representatives on August 29th to discuss a new beer festival that will come to McAlester in April of 2019. This festival is anticipated to have 500-600 participants with 30-40 brewers. The cost per admission ticket is set at \$125 each and will be directed to current Prairie Ales members and beer enthusiasts alike. The guests coming to this festival have spendable income and will very most likely shop, dine and stay throughout McAlester. This festival will be held on Choctaw Avenue, 3rd to 5th. Tourism is helping with hotel price

negotiations, certain permits and serve as a liaison for other operations of the festival.

CultureFest 2018

A lot of time and effort went into the planning and execution for CultureFest 2018. This festival was set to be the largest CultureFest to date. The committee added a "Chalk Walk" to the lineup and also scheduled high-end cultural performances and food from around the world. The festival fell on a date that ended up having flooding rainfall and had to be cancelled. There has not been a reschedule date offered. Going forward, Tourism is recommending the committee to redirect this festival to become a month-long, weekly one night such as a Friday or Saturday night festival with cultural performances. The idea is to highlight a particular country for that night with correlating food offerings. Hopefully this will take place at the newly installed permanent bandstand on Choctaw Avenue. More details will be forthcoming.

Reba McEntire Tourism

I have been working on getting a six foot bronze statue of Reba McEntire commissioned. The cost of the statue is \$40,000 and will be hopefully funded half through Tourism and half through Economic Development. Additional funds will be needed and sourced for a six foot base with a plaque and lighting. I will be meeting with McAlester organizations and their boards to request these funds. We are waiting to hear back from Reba's team for their approval of use of her likeness and her preference of her look. The statue will be set in one of the new curb bump-outs on Choctaw Avenue, on the South side at First Street. This will be an excellent driver of tourism to our city as we will be able to publicize this statue and people from all over will come to view and have their picture taken with it. This statue will take approximately eight months to create. We receive calls constantly about what McAlester has to offer in regards to Reba, and quite frankly, we do not have anything to offer. Once the statue is completed, we plan to have a grand reveal and have Reba to do the honors and to coincide with McAlester's sesquicentennial in the fall of 2019.

McAlester Community Ice Rink

The ice rink has been purchased and has been picked up and is now stored at the McAlester Expo Center. I have put together new "rules and regulations" that will be posted on the fencing around the rink and a "waiver" for people to sign before they are able to skate. They are under review by the city attorney. A plan of action for the rink is being formulated and Billy Sumner and I met with City Manager Pete Stasiak and CFO Toni Ervin about what the next steps are for the McAlester Community Ice Rink. More detail will be in next month's report.

McAlester Public Piano Project

On June 1st, I personally shared a video on Facebook and I thought would be a great idea for McAlester. After I posted, I received six pianos offered to me, for free, to paint them up and to place them in different locations around Downtown and Old Town. We are going to go with three to begin with. One location for a piano will be under the awning of where the Visitor's Bureau is. The pianos have been secured and delivered to the tourism office. Next steps will be to have them tuned, cleaned and will be prime painted and then decoratively painted in October. We plan for the pianos to be in place shortly.

Certified Folder Display Service

We met Corey Brennan, the Oklahoma Sales and Service Manager with Certified Folder Display Service at our Tourism Conference in May and we set up a meeting for him to come visit us July 12th at our office. With this program our tourism brochure will go along with other tourist attractions around the state and will be placed in a uniform, well maintained brochure rack. We decided to go into the Tulsa Market (Tulsa, Okmulgee, Henrietta Muskogee & McAlester) and the Durant Market (Durant, Atoka, Broken Bow & Idabel) for a total of 196 locations. The "teaser" brochure is the piece that we will have going into the display (SEE FORTH PICTURE BELOW). This project was approved and brochures were ordered. Our brochures will be in place mid-October.

At this time McAlester Tourism is promoting and helping facilitate these upcoming events/projects:

- CultureFest (Cancelled due to rain)
- Movies in the Park
- Farmer's Market 1st Saturday events
- Krebs 2nd Saturday Maker's Market
- Community Theatre Little Shop of Horrors
- McAlester Montage at S. Arch Thompson
- Old Town Junk and Flea Market
- Better Block/Streetscape
- TIF Districting
- McEntire Family branding
- Jefferson Highway Association

Boards and Committees Eddie currently sits on:

- Old Town Association Board Advisory Member
- Arts and Humanities Board
 - Culture Fest Committee
 - Art Gallery Committee
- McAlester Main Street
 - Better Block (Streetscape) Committee
 - Design Committee
 - Promotions Committee
- Way-finding Signs Committee
- Chamber of Commerce Shop IOKal Committee
- NUC Family Fun Fest Committee
- 10,000 Cash Giveaway Committee
- McAlester Discovery Museum Board Member
- Christmas on the Hill Committee
- Oklahoma Travel Industry Association (OTIA) Board Member
- Move McAlester Forward Steering Committee Member

Fulfillment Report from OK Tourism

- Top States: Oklahoma and Texas were your #1 and #2 requestors. Oklahoma ranked first for all partners this month. Texas ranked second for 73 partners this month. Indiana ranked second for 1 partner. Two partners had a multi-state tie as their second requestor.
- Number Three States: Missouri was your #3 requestor. Missouri was the third requestor for 63% of the partners. The other #3 requestors were California (3), Kansas (3), Arkansas (2), Illinois (2), Louisiana (1), Ohio (1), and Virginia (1). Fifteen partners had a multi-state tie as their third requestor.
- Surrounding State Activity: The surrounding states had the following activity: Texas ranked #1 for 73 partners this month. Arkansas ranked as the third requestor for two partners. Kansas ranked third for 3 partners. Missouri ranked third this month for 48 partners.
- In-state/Out-of-state Mix: About 44% of your orders came from Oklahoma. The average partner received 46% of their orders from in-state, so you were above average on your out-of-state requests.
- Average Orders: There were 76 brochures active during the month on the web site order form.

Attendance:

- Hotel visits (2 times per month)
- Choctaw Country Inc. Board (Billy Sumner, bi-monthly)
- Oklahoma Lakes and Countries Association (Billy Sumner, quarterly)
- Weekly meetings with McAlester Area Chamber of Commerce, Pride in McAlester and McAlester Main Street
- Monthly Leadership Meetings
- State Tourism Meetings in OKC
- Oklahoma Road Shows
- Various committee & board meetings

Advertising with:

- Visit McAlester Facebook (Free)
- Visit McAlester Twitter (Free)
- Travel Ok online (Free)
- McAlester & Eastern Radio (Free)
- Social Media (Free unless boosted)
- LoCalendar (Free)
- Travel OK Guide
- Livability Magazine / online
- Choctaw Country
- Travel Ok New 2017/2018 Travel Guide
- Lake Eufaula Guide
- Press Releases throughout Oklahoma
- Chamber of Commerce Membership Guide
- First National Bank Digital Signboard Advertising (Free)

1908 McALESTER OK DAY TRIPS

Small Town, Big Frontier.

OKMULGEE DAY TRIP

Take Indian Nations Temple. Go North to Henryetta, OK.

Henryetta, OK

Henryetta Territorial Museum – 410 W. Moore
Cable Highway Ranch & Zoo – New Lake Road (918) 932-1411
Take U.S. 70 North to Okmulgee.

Okmulgee, OK

Dripping Springs Park – (918) 756-1871
Okmulgee Recreation Park & Lake Okmulgee – (918) 756-7303
Lake Okmulgee Dam Parkway (Historic) – Parks are adjacent.
18830 Dripping Springs Park Road/OK 66 west of town
One Five Casino – 1501 N. Wood
Historic Downtown Okmulgee (20 block area) – Sowers Block – 101 E. 6th
Okmulgee County Courthouse – 300 W. 7th
Okmulgee Library – 218 E. Okmulgee
Orpheum Theater – 210 W. 7th
St. Anthony's Catholic Church – 318 S. Marion
Creek Court House Museum – 8th & Grand
Fidelity Gallery – 105 S. Grand
Deep Fork Wild Wildlife Refuge – Several locations around Okmulgee (918) 452-0456

Continue West on OK 66 from Okmulgee to Okemah, OK

Okemah, OK

Woody Guthrie Must & Statue – S. 4th Broadway bet. 3rd & 4th
Creek Nation Casino – 1100 S. Woody Guthrie St.
Woody Guthrie Childhood Home – 301 S. 1st
Okemah Amway – 405 N. 6th

Go 18 miles South of Okemah on OK 27. Then go East on OK 9 about 3 miles to U.S. 70. Go South on U.S. 70 to Dalvin, OK. Go East on U.S. 270 10 miles to Stuart, OK.

Stuart, OK

Historic Stuart Hotel

From Stuart, go East on U.S. 270 20 miles to McAlester.

TALIMENA SCENIC BYWAY DAY TRIP

Take Route Indian Nations Turnpike – South of McAlester for 20 miles. Go East on OK 46 to Berula Lake.

Berula Lake Area – (918) 699-4181

Take OK 2 South to Clayton, OK.

Clayton, OK

Clayton Lake State Park – South of Clayton on OK 2AL S. 271, (918) 969-7581

From Clayton, take U.S. 271 NE 6 miles to Tuskahoma.

Tuskahoma, OK

Choctaw Council House & Capitol – Off U.S. 271 NE of Clayton, OK
Potato Hills – Between Clayton & Tallima, OK on U.S. 271

Remain on U.S. 271 to Tallima, 10 miles.

Tallima, OK

Tallima State Park – 50884 U.S. 271 (918) 567-2022 (located at West entrance to Tallima Scenic Byway)
Tallima Nat'l Scenic Byway – Highway goes over the tops of mountains with scenic overlooks. Gateway Towns: Tallima, OK and Mena, AR, a breathtaking 56-mile route in southern Oklahoma, is known for its spectacular fall foliage.

Take U.S. OK 1 North to Tallima State Park and entrance to Tallima Nat'l Scenic Byway entrance. Approx. 7-8 miles.
Take OK 1 21 miles East to U.S. 250. This is part of the Scenic Byway. Goes over mountains.

Cedar Lake – On the Scenic Drive

From OK 1, turn right or South on U.S. 250 to Big Cedar, about 8 miles.

Big Cedar, OK

President John F. Kennedy Monument

From Big Cedar, take OK 69 20 miles West to Tallima. Then about 12 miles to Buffalo Valley.

Buffalo Valley Area

West of Tallima on OK 63 and OK 1, Ride Buffalo Mountain where hang gliders launch.

Follow OK 1 West back to McAlester, about 88 miles.

EUFAULA DAY TRIP

From McAlester, take U.S. 60 North 6 miles to OK 119. Go North on OK 119 to Eufaula.

Eufaula, OK

Choctaw Cabin & Museum & Bynum Family Homestead (By appt.) (773) 844-1804

Take OK 119 East 8 miles to U.S. 60. Then North to Eufaula 7 miles on U.S. 60

Eufaula, OK

Historic Downtown Area
Hopkins Hotel Room – 8 miles West on OK 9, (918) 490-3022
Creek Nation Casino – 804 Ford
Yogi Berra's Jellystone Park – 610 Lakeshore
Lake Eufaula – OK's largest lake
Sandy Beaches/Eufaula Cove – just west of downtown

Marina in Eufaula – Rent a HU boat, paddle boat or pontoon boat – #8 Marina, Bear Steer Marina, Cate's Marina or Eufaula Cove Marina

Fountainhead Golf Course – 11248 OK 150, (918) 868-8028

Take OK 9 East from Eufaula 14 miles to OK 71. Turn North to go to Lake Eufaula Dam Bldg. It is about 5 miles North of OK 11. Lake Eufaula Dam Bldg

After Dam Bldg, go 6 more miles on OK 71 to intersection with OK 2. Turn right or South 6 miles to Willard, OK. Then go left or East 6 miles to Bigler, OK.

Bigler, OK

Haskell County Historical Society

From Bigler, go South 25 miles on OK 82 to Red Oak, OK. Turn right or West on U.S. 270 and go 14 miles to Willburton, OK

Willburton, OK

Roberts Cave State Park – 5 miles North on OK 2, (918) 405-2505

Lulu Coal Miners Museum – Coal first, (918) 405-2210, 2307 E. Main

Eastern Oklahoma State College – On U.S. 270 SW towards Harsham, OK

Wheelock Academy – Historic Choctaw Girls School approx. 8 miles West on U.S. 270

From Willburton, go 14 miles SW on U.S. 270 to Harsham, OK. Then go West on OK 1ALB, 270 to Krebs, OK approx. 11 miles. Krebs is on east on OK 1ALB, 270

Krebs, OK

Suggested dinner in Krebs – an old mining town and famous for its steaks and Italian food.

Peter's Place – 120 SW 8th St. (918) 423-2042

Isle of Capt – 180 SW 7th St. (918) 423-3042

Roseanna's Italian Food – 200 E. Washington (918) 423-2005

From Krebs, return to McAlester via West on U.S. 270.

City of McAlester Tourism

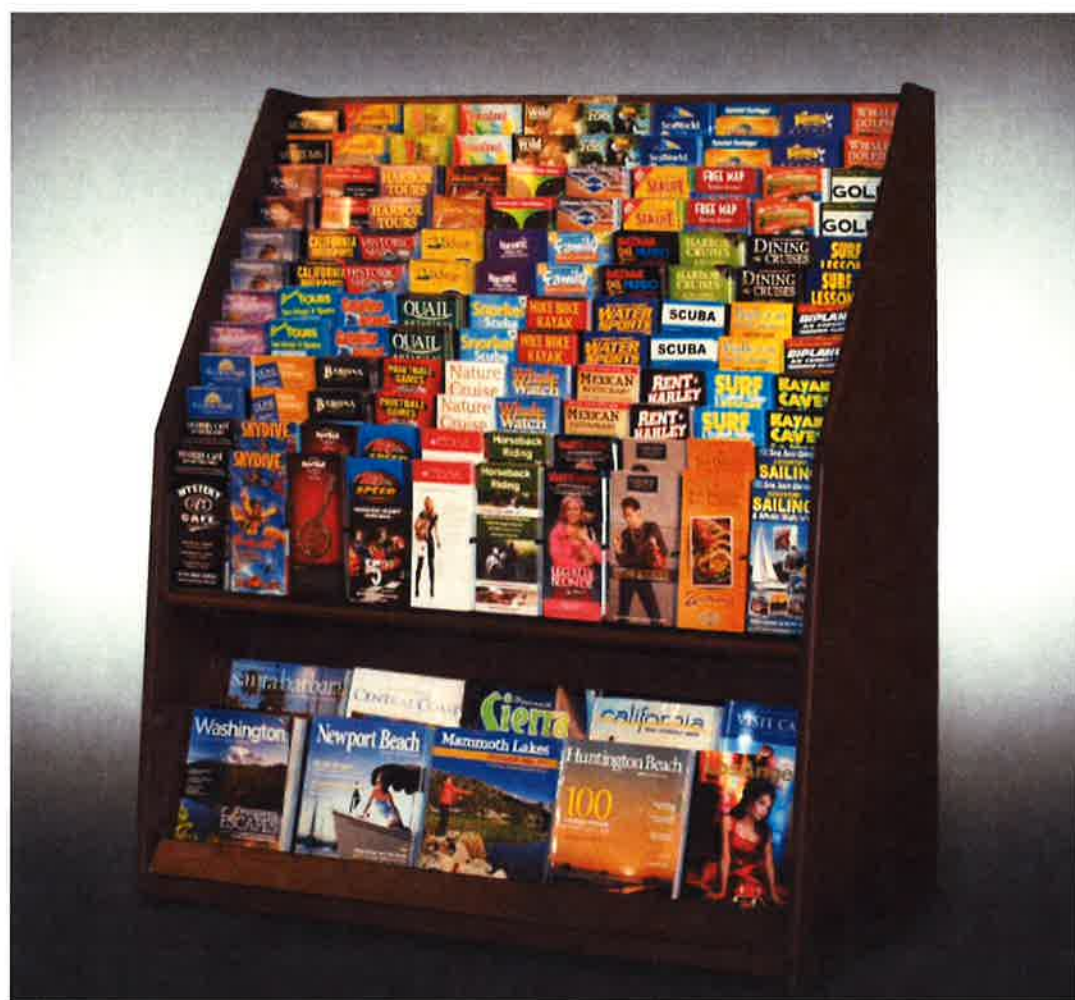
(918) 423-8500 x4990

cell (918) 424-9000

119 E. Choctaw Ave., Ste. 101

cityofmcalester.com/tourism





Council Chambers
Municipal Building
October 9, 2018

The McAlester Airport Authority met in Regular session on Tuesday October 9, 2018, at 6:00 P.M. after proper notice and agenda was posted October 5, 2018.

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

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

- Approval of the Minutes from the 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*) in the amount of \$ 841.81.

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

AYE: Trustees Brown, Smith, Garvin, 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. Stevens.

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

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
October 9, 2018

The McAlester Public Works Authority met in Regular session on Tuesday October 9, 2018, at 6:00 P.M. after proper notice and agenda was posted October 5, 2018.

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

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

- Approval of the Minutes from the 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)* in the amount of \$ 221,715.39.
- 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)*

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

AYE: Trustees Brown, Smith, Garvin, 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. Stevens. There was no discussion and the vote was taken as follows:

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

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
September 25, 2018

The McAlester Retirement Trust 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, Cully Stevens, Zach Prichard & 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 August 28, 2018 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of September, 2018. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 99,429.58.

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

AYE: Trustees Read, Smith, Prichard, Brown, 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. The vote was taken as follows:

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
October 9, 2018

The McAlester Economic Development Authority met in Special session on Tuesday October 9, 2018, at 6:00 P.M. after proper notice and agenda was posted October 5, 2018.

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

A motion was made by Mr. Brown and seconded by Mr. Smith 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*)
- Approval of the Minutes from the August 28, 2018 Special Meeting of the McAlester Economic Development Authority. (*Cora Middleton, City Clerk*)

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

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

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, Garvin, Smith, Stevens, Prichard & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary



McAlester Economic Development Authority

AGENDA REPORT

Meeting Date:	<u>October 23, 2018</u>	Item Number:	<u>MEDA</u>
Department:	<u>Economic Development</u>		
Prepared By:	<u>Kirk Ridenour</u>	Account Code:	<u></u>
Date Prepared:	<u>October 16, 2018</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

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 is ready for consideration and approval by the McAlester Economic Development Authority.

Discussion

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

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	Ridenour	<u></u>	<u>10/16/2018</u>
City Manager	P. Stasiak	<u>PJS</u>	<u>10-18-18</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, The Authority agrees to provide reimbursement of project costs in a sum not to exceed \$5,500,000.00, Developer agrees to construct the Project and certain public infrastructure improvements necessitated by the Project as listed on Exhibits B and 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 agrees 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 assist Authority to obtain necessary financial information. 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 the parties will seek to agree on an amount of sales tax for any such business, failing a good faith agreement, 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.
 - d. Developer shall require each occupant in any lease to report its sales tax under a separate sales tax identification number, or any other legally valid manner, such sales tax generated by such occupant so such sales tax can be separately accounted for.

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 federal, state, and local 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 federal, state, and local 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

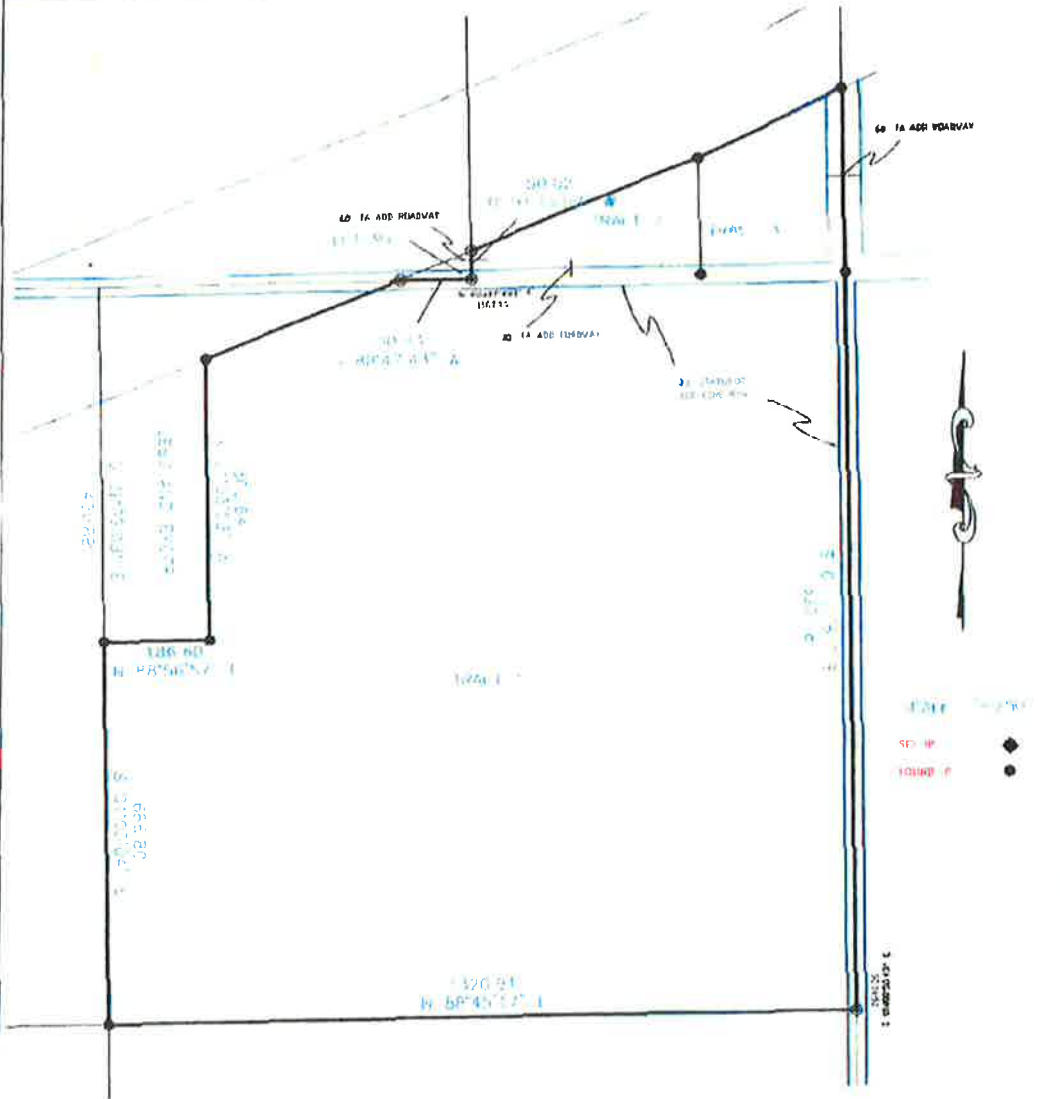
_____

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 430.82 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 302.64 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 2000 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-O-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-O-W IN TOWNSITE ADDITION #4 TO PITTSBURG COUNTY, STATE OF OKLAHOMA

PROPERTY ADDRESS:
TBD, SW CORNER OF
14TH STREET AND 69 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

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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	
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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	
<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	
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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	
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			
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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



Opinion of Probable Construction Cost

McAlester Town Crossing Development

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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



Opinion of Probable Construction Cost

McAlester Town Crossing Development


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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

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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

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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