



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, September 10, 2019 – 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
Maureen Harrison	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

RECOGNITION AND AWARDS

Employee of the Month for August is Michelle Whiting, Human Resources, for the City of McAlester.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the August 13, 2019, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 21, 2019 through September 3, 2019. *(Toni Ervin, Assistant City Manager)*
- C. Consider and act upon, a request by Anne Brooks, on behalf of Eastern Oklahoma State College, to partner with them for the rental fee and use of the McAlester Expo Center, for their 12th Annual 8th Grade Career & College Expo. *(Billy Sumner, EXPO Manager)*
- D. Consider and act upon, concurrence with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 206859-LR. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 62, SECTION 364. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR, REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR THE S/2 S/2 OF LOT 2 (AKA S/2 S/2 SW/4 NW/4) IN SECTION 19, TOWNSHIP 5 NORTH,

RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA LESS AND EXCEPT A TRACT OF LAND, FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-3 MULTIPLE-FAMILY DWELLING DISTRICT.

SCHEDULED BUSINESS

1. Consider and act upon, an ordinance amendment of the City of McAlester designating the Environmental Projects Coordinator as the Floodplain Administrator. (*David Horinek, Public Works Director*)

Executive Summary

Motion to pass and approve an Ordinance Amendment to designate the Environmental Projects Coordinator as the Floodplain Administrator.

2. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning districts for The S/2 S/2 of Lot 2 (Aka S/2 S/2 SW/4 NW/4) in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma less and except a Tract Of Land, from R-1B Single-family Residential District to R-3 Multiple-family Dwelling District. (*Jayme Clifton, Community Development Director*)

Executive Summary

Motion to act upon and approve the above Ordinance changing the classification of the zoning districts for the property identified in the Ordinance from R-1B Single-family Residential District to R-3 Multiple-family Dwelling District and authorizing the Mayor to sign the ordinance.

3. Consider and act upon, authorizing and approving a work order for Professional Services to Infrastructure Solutions for the Roundabout at 5th and Washington. (*David Horinek, Public Works Director*)

Executive Summary

Motion to approve the work order for professional services for the design and construction services to be provided by Infrastructure Solutions Group.

4. Consider and act upon, authorizing the Mayor to sign Change Order #2 from Built Right Construction, LLC in a reduction amount of \$19,068.40 for the Downtown Streetscape Project. (*Kirk Ridenour, Economic Development Director*)

Executive Summary

Staff recommends approval of Change Order #2 for the Downtown Streetscape Project.

5. Discussion and possible action, on approval of certain costs related to the Fire Department. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the purchase of one 2020 F450 4x4 chassis.

6. Consider and act upon, to approve the Mayor to sign an Assignment of Deposit Account with the Bank N.A. to secure a business loan to Lovera's Handcrafted Foods. *(Kirk Ridenour, Economic Development Director)*

Executive Summary

Staff recommends approval of signing the Assignment of Deposit Account.

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 THE COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the August 27, 2019, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 3, 2019. *(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 August 27, 2019, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 3, 2019. *(Toni Ervin, Assistant City Manager)*

- Confirm action taken on City Council Agenda Item 1, an ordinance amendment of the City of McAlester designating the Environmental Projects Coordinator as the Floodplain Administrator. *(David Horinek, Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, authorization and approval of a work order for Professional Services to Infrastructure Solutions for the Roundabout at 5th and Washington. *(David Horinek, Public Works Director)*
- Confirm action taken on City Council Agenda Item 4, authorization for the Mayor to sign Change Order #2 from Built Right Construction, LLC in a reduction amount of \$19,068.40 for the Downtown Streetscape Project. *(Kirk Ridenour, Economic Development Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2019 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, August 13, 2019, at 6:00 P.M. after proper notice and agenda was posted, August 9, 2019 at 11:15 A.M.

Call to Order

Mayor Browne called the meeting to order.

Pastor Rusty McMullen, First Baptist Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Absent: None

Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager; Toni Ervin, Asst. City Manager; Jayme Clifton, Community Development Director; Stephanie Giacomo, Grant Writer/Public Information Officer; Brett Brewer, Fire Chief; Billy Sumner, Tourism/Expo Manager; Mel Priddy, Community Services Director; David Horinek, Public Works Director; Gary Wansick, Police Chief; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Recognition and Awards

Mayor Browne issued a proclamation proclaiming August 13, 2019 as J.P. Tedesco Day.

Citizens Comments on Non-Agenda Items

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

There were no citizen comments.

Consent Agenda

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

- A. Approval of the Minutes from the July 23, 2019, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)

- B. Approval of Claims for July 17, 2019 through August 6, 2019. *(Toni Ervin, Assistant City Manager)* In the following amounts: General Fund - \$139,293.93; Nutrition - \$3,045.59; Landfill Res./Sub-Title D - \$4,947.55; Education Fund - \$45,154.45; Tourism Fund - \$68,956.04; SE Expo Center - \$15,169.17; E-911 - \$8,250.89; Economic Development - \$17,761.01; Grants & Contributions - \$417.59; CDBG Grants Fund - \$100,988.94; Fleet Maintenance - \$21,859.82; Dedicated Sales Tax-MPWA - \$500.00; CIP Fund - \$42,045.10; Stormwater Fund - \$37,107.40; Infrastructure Fund - \$199,047.00 and MRHC-Cancer Center Fund - \$45,154.45.
- C. Accept and place on file the McAlester Defense Support Association Quarterly Report. *(Jessica Gregg, Executive Director)*
- D. Concur with the Mayor's nomination of Robert Johnston, City Manager, Frederick, Oklahoma, for Trustee of the Oklahoma Municipal Retirement Fund as an at-large trustee and authorizing the Mayor to sign a resolution casting a vote in support of this nomination. *(John Browne, Mayor)* Resolution No. 19-18.
- E. Accept and place on file the Pride in McAlester Annual Report for Fiscal Year 2018-2019. *(Megan Waters, Executive Director)*

A motion to approve the Consent Agenda was made by Councilman Brown and seconded by Councilwoman Harrison. There was no discussion, and the vote was taken as follows:

AYE: Councilmembers Brown, Harrison, Stevens, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

A motion to open a Public Hearing to address an ordinance amending Fiscal Year 2019/2020 Budget was made by Councilman Brown and seconded by Vice-Mayor Stevens. There was no discussion, and the vote was taken as follows:

AYE: Councilmembers Brown, Stevens, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was opened at 6:07 P.M.

Public Hearing

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

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2656 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2019-20; 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 Brown. The motion was seconded by Vice-Mayor Stevens, and the vote was taken as follows:

AYE: Councilmembers Brown, Stevens, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:07 P.M.

Scheduled Business

1. Consider and act upon, an Ordinance amending Ordinance No. 2656 which established the budget for fiscal year 2019-2020; 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.

Assistant Manager Ervin addressed the Council reviewing the budget amendments and explaining that this was to move capital projects that had not been completed from the fiscal year 2018/2019 budget into the fiscal year 2019/2020 budget.

There was a brief discussion of the locations of the City's lift stations and which lift station was included in the budget amendment.

ORDINANCE NO. 2663

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2656 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2019-20; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion to approve **ORDINANCE NO. 2663**, amending Fiscal Year 2019/2020 Budget was made by Vice-Mayor Stevens and seconded by Councilwoman Harrison. There was no further discussion, and the vote was taken as follows:

AYE: Councilmembers Stevens, Harrison, Brown, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

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

AYE: Councilmembers Brown, Prichard, Harrison, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

Motion to approve the purchase of Firefighting Bunker Gear. Cost not to exceed \$12,000.00 with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Assistant Chief Brooks addressed the Council explaining that the Department needed to purchase new Bunker Gear. He commented that this was to replace some of the old gear as well as purchase gear for two (2) new Firefighters.

There was a brief discussion concerning what was done with the old gear and if it was ever donated to other fire departments.

Assistant Chief Brooks stated that the gear that was being replaced could no longer be used and had to be disposed of.

A motion to approve the purchase of Firefighting Bunker Gear at a cost not to exceed \$12,000.00 with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services was made by Vice-Mayor Stevens. The motion was seconded by Councilman Brown. There was no further discussion, and the vote was taken as follows:

AYE: Councilmembers Stevens, Brown, Prichard, Harrison & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, accepting the bid amount of \$141,950.00 from Collins Water Works, LLC for Section A 30" McAlester Lake Raw Water Relocation and authorizing the Mayor to sign the Notice of Award for the Raw Water Main & Transmission Water Main Improvements Section A. (*David Horinek, Public Works Director*)

Executive Summary

The recommendation is to accept the bid amount of \$141,950.00 from Collins Water Works, LLC for Section A McAlester Lake Raw Water Relocation and authorize the Mayor to sign the Notice of Award for the Raw Water Main & Transmission Water Main Improvements Section A.

Dale Burke, P.E. President Infrastructure Solutions Group, LLC addressed the Council explaining that bids had been received and opened on Thursday, July 25, 2019 at 2:00 P.M. and out of the five (5) bids received, Collins Water Works, LLC had been the apparent low bidder on Section A with a bid of \$141,950.00. He stated that Collins Water Works, LLC had not been the low bidder on Section B. He added that Infrastructure Solutions Group, LLC recommended that the City award Collins Water Works, LLC Section A of the bid.

Manager Stasiak reminded the Council that the bid was only for labor, the parts had been purchased previously.

There was a brief discussion concerning raw water, and what would the project cost if the City's staff completed the project.

Manager Stasiak explained that the City had already saved \$141,000.00 and with the loss of the Utility Maintenance Superintendent the City could not do the work.

A motion to accept the bid amount of \$141,950.00 from Collins Water Works, LLC for Section A McAlester Lake Raw Water Relocation and authorize the Mayor to sign the Notice of Award for the Raw Water Main & Transmission Water Main Improvements Section A was made by Councilman Prichard. The motion was seconded by Councilwoman Harrison, and the vote was taken as follows:

AYE: Councilmembers Prichard, Harrison, Stevens, Brown & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

4. Consider and act upon, accepting the bid amount of \$162,500.00 from Built Right Construction, LLC for Section B (Talawanda Dam 20" Water Main) and authorizing the Mayor to sign the Notice of Award for the Raw Water Main & Transmission Water Main Improvements Section B. *(David Horinek, Public Works Director)*

Executive Summary

The recommendation is to accept the bid amount of \$162,500.00 from Built Right Construction, LLC for Section B (Talawanda Dam 20" Water Main) and authorizing the Mayor to sign the Notice of Award for the Raw Water Main & Transmission Water Main Improvements Section B.

Dale Burke, P.E. President Infrastructure Solutions Group, LLC addressed the Council explaining that bids had been received and opened on Thursday, July 25, 2019 at 2:00 P.M. and out of the five (5) bids received Built Right Construction, LLC had been the apparent low bidder with a bid of \$162,500.00. He stated that Infrastructure Solutions Group, LLC recommended that the City award Section B of this bid to Built Right Construction, LLC.

After a brief discussion, concerning the age of the water line and this had been the line that broke last year leaving the City without any water, a motion to accept the bid amount of \$162,500.00 from Built Right Construction, LLC for Section B (Talawanda Dam 20" Water Main) and authorizing the Mayor to sign the Notice of Award for the Raw Water Main & Transmission Water Main Improvements Section B was made by Councilman Brown. The motion was seconded by Vice-Mayor Stevens, and the vote was taken as follows:

AYE: Councilmembers Brown, Stevens, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

5. Consider and act upon, acceptance of the bid from Lambert Mechanical, Inc. in the amount of \$45,500.00 and authorizing the Mayor to sign a Service Agreement to replace the air conditioning system for the White Acre Room at the McAlester Library. (*David Horinek, Public Works Director*)

Executive Summary

Motion to accept the bid from Lambert Mechanical, Inc. in the amount of \$45,500.00 and authorize the Mayor to sign a Service Agreement to replace the air conditioning system for the White Acre Room at the McAlester Library.

Director Horinek addressed the Council stating that bid packets had been sent to seven (7) vendors but only one submitted a bid, which was opened on August 1, 2019 at 200 P.M. He explained that the A/C unit had been installed in 1971 and had become difficult to repair.

There was discussion concerning obtaining more bids, if there was a budget for this project, the amount of the bid being high, this being the result of equipment failure and considered an emergency, if accepted when would work begin on the installation, possibly rebidding to get more interest, the difficulty this has caused the Library to continue its' Summer and Winter programs, why this was not addressed sooner, the original quotes being over \$50,000.00 and how long this issue had been occurring.

There was no further discussion, and a motion to accept the bid from Lambert Mechanical, Inc. in the amount of \$45,500.00 and authorize the Mayor to sign a Service Agreement to replace the air conditioning system for the White Acre Room at the McAlester Library was made by Councilman Brown. The motion was seconded by Councilwoman Harrison, and the vote was taken as follows:

AYE: Councilmembers Brown, Harrison, Stevens, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

6. Consider and act upon, to confirm the appointment of representatives to serve on the Local Economic Advancement and Development (LEAD) Committee. (*Kirk Ridenour, Economic Development Director*)

Executive Summary

Motion to approve the appointment of Mr. Ben Capers and Mr. Jim "Red" Mills to the Local Economic Advancement and Development (LEAD) Committee.

Director Ridenour addressed the Council reminding them that at the last Regular Council meeting seven (7) members from various economic sectors had been appointed to the Committee but the two (2) at-large members had not been appointed. he stated that there were two (2) citizens that were willing to serve in that capacity.

Councilman Prichard asked who had selected these individuals and if this had been discussed at the Committees first meeting.

Mayor Browne stated that he had selected Mr. Mills and Mr. Capers had been recommended to him. He added that the individuals had not been discussed but had both attended the meeting so they could get an idea of the Committees task.

Councilwoman Harrison inquired about how the LEAD Committee differed from a steering committee.

Mayor Browne explained that it was an advisory committee on economic development.

Mayor Browne moved to approve the appointments of Ben Capers and Jim "Red" Mills to the Local Economic Advancement and Development (LEAD) Committee. The motion was seconded by Councilman Brown, and the vote was taken as follows:

AYE: Councilmembers Brown, Stevens, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

7. Consider and act upon, acceptance of a revision on a lease between the City of McAlester and the Girl Scouts of Eastern Oklahoma and authorize the Mayor to sign the revision. (*Mel Priddy, Community Services Director*)

Executive Summary

Motion to approve the revised lease between the City of McAlester and the Girl Scouts of Eastern Oklahoma.

Director Priddy addressed the Council explaining that in 2006 the City leased the entire Chaney Park to the Girl Scouts. He commented that in the revised lease, the City would take back the majority of the park property and erect a second backstop allowing more space for baseball and softball practice. He added that an additional backstop was planned for Hutchison Park also.

After a brief discussion concerning why no representatives from the Girl Scouts were present, the Girl Scouts continued access to the park and ownership of their building.

A motion to approve the revised lease between the City of McAlester and the Girl Scouts of Eastern Oklahoma was made by Councilman Prichard. The motion was seconded by Vice-Mayor Stevens, and the vote was taken as follows:

AYE: Councilmembers Prichard, Stevens, Brown, Harrison & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

8. Consider and act upon, a resolution adding a full-time position of Recycle Center worker to the city's work force. (*Mel Priddy, Community Services Director*)

Executive Summary

Motion to approve the resolution for a full-time position of Recycle Center worker.

Director Priddy addressed the Council explaining that due to the volume of recyclable materials going through the recycle center there was a need to add an employee at the center.

After a brief discussion concerning the Kibois employees remaining at the center and if funding for the new position was in available, Councilman Brown moved to approve RESOLUTION NO. 19-19, adding a full-time position of Recycle Center worker. The motion was seconded by Councilwoman Harrison, and the vote was taken as follows:

AYE: Councilmembers Brown, Harrison, Prichard, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

9. Discussion and possible action on directing city staff to research contract options for mowing highways, right of ways, and other miscellaneous properties that are currently the responsibility of the City Parks and Recreation Department. (*Cully Stevens, Councilman Ward Two*)

Executive Summary

Discussion and possible action on contract options for the maintenance of highways, right of ways, and other miscellaneous properties through out the city.

Vice-Mayor Stevens addressed the Council explaining that this item had come from discussions with Manager Stasiak regarding the responsibilities of the City's Parks Department. He stated that during those discussions he became aware of the additional duties mowing the highways, right-of-ways and miscellaneous properties with in the City. He reviewed some of the options that could address the additional duties of the Parks Department.

Director Priddy reviewed a list of twenty-seven (27) functions that the Parks Department performed in addition to regular mowing and the time it took to perform those functions. He added that **ORDINANCE NO. 2462** had helped because it required citizens to mow up to the curb line including the right-of-way.

There was discussion concerning the home owner's mowing responsibilities, the State turning over the mowing responsibilities on the highways within City limits, fire ant control, bee control, mosquito abatement, the need to address low hanging limbs, dead trees, maintaining the Department's equipment, if any mowing was performed by contractors and many other duties the Department performed.

Vice-Mayor Stevens commented that he felt the Council could help the Parks Department be more effective and continue to improve the City.

Sherman Miller, Land Maintenance Superintendent addressed the Council informing them that the Department should be entering into the last mowing cycle of the highways and right-of-ways and this would give them time through the winter to have something in place by next Spring.

There was another brief discussion concerning PSO's activities in the City and the best way to put this out to bid.

Vice-Mayor Stevens moved to direct City staff to put together a bid plan addressing the highways, right-of-ways, alleys and other miscellaneous properties thought out the City to be put out in a bid package. The motion was seconded by Councilman Brown, and the vote was taken as follows:

AYE: Councilmembers Stevens, Brown, Harrison, 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 reported that the asphalt machine was in the shop in Tulsa for repairs and was still under warranty. He added that last week the City had been able to do asphalt overlays on 15th and 16th Streets between Comanche and Kiowa, and also Kiowa. He stated that the Street crew had turned their attention to Arvest Park and once the sidewalks and curbing are completed it will be ready for sod. He added that would conclude work on the park for this year.

Remarks and Inquiries by City Council

Vice-Mayor Stevens commented that he was going to start working on the Ordinance that regulates how water is turned on in the City, researching more information on curbside recycling in the City and he asked that Manager Stasiak refresh what the Stormwater Fee is used for.

Manager Stasiak stated that refreshing the Council on what the Stormwater Fee was doing was a good idea.

Councilwoman Harrison stated that she had been invited to tour McAlester Regional Health Center.

Councilman Prichard inquired about the progress of the Streetscape Project, the status of the search for the CFO and the Utility Maintenance Superintendent.

Manager Stasiak stated that Main Street to 1st Street was done and the permanent striping was put on Sunday. The next phase was a two (2) to three (3) week process from 1st Street to 2nd

Street. He commented that they did notice the big area that was blocked off to the retailer businesses but after they complete the demolition some sections should be opened up. He added that when that phase was finished the contractor would be moving to the north side and it should take about the same amount of time. He stated that the project was probably six (6) to eight (8) weeks out.

Manager Stasiak stated that he had signed an offer letter today for the CFO position and expect to hear back tomorrow or Thursday. He commented that the City had interviewed another individual on Monday. He added that it may be a combination of who we have currently working for the City and bringing someone new aboard.

Councilman Prichard announced that the Down Town Review Committee would be meeting August 30, 2019 at noon in the Council Chambers.

Councilman Brown did not have any comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Browne stated that he had met last week with the Oklahoma Municipal League to discuss "Disorderly House" law and the determination was that it should be done by ordinance and not by statute. He commented that matter would be moving forward. He informed the Council that Chief Wansick and the Paralegal were working on the bicycle registration ordinance.

Recess Council Meeting

Vice-Mayor Stevens moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Brown. There was no discussion, and the vote was taken as follows:

AYE: Councilmembers Stevens, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:08 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:09 P.M.

Adjournment

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

AYE: Councilmembers Stevens, Prichard, Brown, Harrison & Mayor Browne

NAY: None

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

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**August 21, 2019
Thru
September 3, 2019**

PACKET : 18004 18016 18022 18025 18035 18042 18044 18046

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	BOBBY TUCKER	I-201908282361	01 -5431331	EMPLOYEE TRAV BOBBY TUCKER:MIL REIMB TRAING	093110	189.08
	FRANKLIN/MARGARET	I-201908282362	01 -4-0-202	BUILDING PERM FRBLDG MOVING PERMIT	093111	75.00
	FRANKLIN/MARGARET	I-201908282362	01 -4-0-202	BUILDING PERM FRBLDG PERMIT	093111	203.52
	FRANKLIN/MARGARET	I-201908282362	01 -4-0-610	MISCELLANEOUS LAND DISTURBANCE (MISC)	093111	40.00
01-A00026	AT & T LONG DISTANCE					
		I-201908212349	01 -5215315	TELEPHONE UTI LONG DISTANCE 07/2019	092967	54.61
01-A00219	ADVANCED DATA PROCESSIN					
		I-INVADP129989	01 -5432308	CONTRACTED SE CONTRACT SERV 07/01-07/31/19	092968	3,579.37
01-A00267	AIRGAS, INC					
		I-9091946272	01 -5542203	REPAIRS & MAI BOTTLE RENTAL-PARKS	093138	64.67
01-A00362	VYVE BROADBAND					
		I-201908282358	01 -5547328	INTERNET SERV OAK HILL CEM AUG 2019	093113	63.09
		I-201908282358	01 -5865328	INTERNET SERV CENTRAL GARAGE AUG 19	093113	88.90
		I-201908282359	01 -5431328	INTERNET SERV FIRE EMERG RESP SEP 19	093113	99.95
01-A00454	AMAZON CAPITAL SERVICES					
		I-1KDJ-1L9G-RD9W	01 -5320202	OPERATING EXP OFFICE SUPPLIES	093140	11.74
01-A00500	AMERICAN MUNICIPAL SERV					
		I-43417	01 -2105	COLLECTION AG JUL 2019 COLLECTION	093141	1,010.58
01-A00751	ATWOODS					
		I-5170/9	01 -5652207	CLOTHING ALLO BOOT ALLOWANCE-CODES	093143	99.99
		I-5177/9	01 -5547207	CLOTHING ALLO BOOT ALLOW. CEMETERY	093143	89.99
		I-5179/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093143	100.00
		I-5200/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093143	100.00
		I-5203/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093143	100.00
		I-5212/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093144	99.99
		I-5216/9	01 -5547207	CLOTHING ALLO BOOT ALLOW. CEMETERY	093144	100.00
		I-5219/9	01 -5653207	CLOTHING ALLO BOOT ALLOW SAFETY	093144	59.99
		I-5255/9	01 -5548203	REPAIRS & MAI BLDG MAINT&REPAIR ITEMS	093144	32.73
		I-5272/9	01 -5548203	REPAIRS & MAI BLDG MAINT&REPAIR ITEMS	093144	29.98
		I-M56739/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093145	100.00
		I-M57277/9	01 -5547207	CLOTHING ALLO BOOT ALLOW. CEMETERY	093145	100.00
		I-M58721/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093145	100.00
		I-M60591/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093145	100.00
		I-M60957/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093145	100.00
		I-M61092/9	01 -5865207	CLOTHING ALLO BOOT ALLOWANCE-STREETS	093145	100.00
01-B00490	BRIGGS PRINTING					
		I-73119-077	01 -5210480	CONTINGENCY CHAMBER BANQUETCOOKBOOKS	093147	963.50
		I-PC-68838	01 -5101202	OPERATING SUP BUS CARDS-BROWN	093147	50.00
		I-PC-68839	01 -5101202	OPERATING SUP BUS CARDS-STEVENS	093147	50.00
		I-PC-68840	01 -5101202	OPERATING SUP BUS CARDS-HARRISON	093147	50.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING		continued			
	I-PC-68841	01	-5101202	OPERATING SUP BUS CARDS-PRICHARD	093147	50.00
01-B00503	BROKEN ARROW ELECTRIC S					
	I-S2560873.001	01	-5548203	REPAIRS & MAI COPPER COIL, ROD, ROD CLA	093148	15.37
01-C00245	CATHEY & ASSOCIATES, L.					
	I-47242	01	-5548316	REPAIRS & MAI GARAGE DOOR REPAIRS	093149	550.00
01-C00251	CAVENDER'S STORE, INC					
	I-28747	01	-5865207	CLOTHING ALLO BOOT ALLOWANCE-STR	093150	100.00
	I-29103	01	-5547207	CLOTHING ALLO BOOT ALLOWANCE-CEMETERY	093150	100.00
	I-29110	01	-5542207	CLOTHING ALLO BOOT ALLOWANCE-PARKS	093150	100.00
	I-30952	01	-5652207	CLOTHING ALLO BOOT ALLOWANCE-CODES	093150	100.00
	I-31445	01	-5225207	CLOTHING ALLO BOOT ALLOWANCE-IT	093150	79.99
	I-31945	01	-5865207	CLOTHING ALLO BOOT ALLOWANCE-STR	093150	100.00
01-C00840	CRAWFORD & ASSOCIATES P					
	I-12750	01	-5215302	CONSULTANTS CONSULTING FEES	093152	146.67
01-C00900	CYNTHIE CUMBIE dba CUST					
	I-748498	01	-5431207	CLOTHING ALLO UNIFORM SHIRTS	093153	88.00
01-D00232	DELL MARKETING L.P.					
	I-10332953612	01	-5225349	SOFTWARE MAIN SONIC WALL CAPTURE CLIENT	093156	17,280.00
	I-10332953612	01	-5225349	SOFTWARE MAIN ADVANCE GATEWAYAY	093156	4,416.00
	I-10332953612	01	-5225349	SOFTWARE MAIN THREAT PROTECT SERV	093156	542.40
	I-10332953612	01	-5225349	SOFTWARE MAIN REMOTE IMPLTION SER	093156	1,295.98
	I-10332953612	01	-5225349	SOFTWARE MAIN REMOTE IMPLTION SERV	093156	431.99
	I-10332953612	01	-5225349	SOFTWARE MAIN REMOTE IMPLTION SERV	093156	287.99
	I-10332953612	01	-5225349	SOFTWARE MAIN CONTENT FILTER/3 YR	093156	1,350.00
	I-10332953612	01	-5225349	SOFTWARE MAIN UPG 3 YR SMA 210	093156	1,695.99
	I-10332953612	01	-5225349	SOFTWARE MAIN SECURE MOBILE ACCESS	093156	631.98
01-D00402	DIAMOND TROPHY & ENGRAV					
	I-20181188	01	-5215202	OPERATING SUP PLAQ-EMPLOY OF THE MONTH	093157	33.90
01-D00540	DOLESE BROTHERS					
	I-AG19115722	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093158	741.84
	I-AG19116287	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093158	738.77
	I-AG19116989	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093158	302.89
01-D00684	DR. JASON MCELYEA					
	I-092	01	-5432308	CONTRACTED SE CONTRACT SERVS 08/01-08/15/19	092969	1,071.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-201909032370	01	-5214302	CONSULTANTS SEPT 2019-LEGAL FEE	000005	3,233.33
01-E00267	ERVIN & ERVIN SPECIAL P					

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00267	ERVIN & ERVIN SPECIAL P	continued					
		I-201908272354	01	-5214302	CONSULTANTS US V GREEN WRIT OF GARNISHMENT	093106	440.00
		I-201908272354	01	-5214302	CONSULTANTS SCHRADER V CITY OF MCALESTER	093106	420.00
		I-201908272354	01	-5214302	CONSULTANTS MEETING DAVID KEITH-PROP LEGIS	093106	360.00
01-F00120	FIRE MARSHAL'S ASSOC OF						
	I-INVOICE #1		01	-5431331	EMPLOYEE TRAV FMAO CONFERENCE FEE	093161	150.00
01-F00222	FLOODSERV INC						
		I-986244086	01	-5548308	CONTRACTED SE CLEAN LOBBY/ASSTMGR CARP	093163	200.00
		I-986244097	01	-5548308	CONTRACTED SE CLEAN CTYCLK CARPET	093163	75.00
01-G00494	GT DISTRIBUTORS, INC						
	I-INV0723791		01	-5321325	FIRING RANGE AMMO/FIRING RANGE	093165	2,954.28
01-H00223	CLEVELAND PETROLEUM PRO						
		I-149179	01	-5547212	FUEL EXPENSE RED DEISEL/CEMETERY	093167	1,556.08
		I-149197	01	-5542212	FUEL EXPENSE RED DEISEL FOR PARKS	093167	1,696.00
01-H00290	HUMPHREY PLUMBING, INC.						
		I-9660	01	-5548316	REPAIRS & MAI AC REPAIR	093168	667.00
		I-9717	01	-5551203	REPAIRS & MAI CAMERA SEWERLINE C.A BLD	093168	632.00
01-H00129	HEALTH CARE SERVICE COR						
	I-239026		01	-5653308	CONTRACTED SE COBRA ADMINISTRAT FY19-20	093169	75.00
01-I00049	IDEAL CLEANING						
	I-3428		01	-5548308	CONTRACTED SE CLEANING ALL CITY BLDGS	093170	3,000.00
01-I00196	INK TECHNOLOGIES PRINTE						
		I-19033384-IN	01	-5215202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	69.00
		I-19033384-IN	01	-5215202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	75.00
		I-19033384-IN	01	-5215202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	32.45-
		I-19033384-IN	01	-5321202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	16.50
		I-19033384-IN	01	-5321202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	16.50
		I-19033384-IN	01	-5321202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	16.50
		I-19033384-IN	01	-5321202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	16.50
		I-19033384-IN	01	-5321202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	16.50
01-I00223	INTERNAT'L CODE COUNCIL						
	I-3239800		01	-5652330	DUES & SUBSCR ANNUAL MEMBERSHIP	093173	135.00
01-I00262	INVESTIGATIVE CONCEPTS,						
	I-1212129160		01	-5653348	DRUG TESTING/ MISC BACKGROUND CHEC	093174	99.75
01-J00121	JAMESCO ENTERPRISES, LL						
	I-21041		01	-5215202	OPERATING SUP JANITORIAL SUPPLIES	093175	272.56
01-L00380	LOCKE SUPPLY CO.						

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.						
		I-38011646-00	01	-5548203	REPAIRS & MAI BLDG MAINT&REPAIR ITEMS	093183	37.99
		I-38022830-00	01	-5548203	REPAIRS & MAI BLDG MAINT&REPAIR ITEMS	093183	14.30
01-L00428	LOWE'S CREDIT SERVICES						
		C-11753	01	-5548203	REPAIRS & MAI BLDG MAINT. REPAIR ITEMS	093184	8.34-
		I-02644	01	-5548203	REPAIRS & MAI BLDG MAINT. REPAIR ITEMS	093184	33.25
		I-02776	01	-5431316	REPAIRS & MAI CAULK GUN, SEALANT	093184	35.69
		I-07499	01	-5548203	REPAIRS & MAI BLDG MAINT. REPAIR ITEMS	093184	93.83
		I-07609	01	-5431316	REPAIRS & MAI GAS TRIMMER	093184	132.05
		I-10423	01	-5431316	REPAIRS & MAI FLORESCENT BULBS	093184	94.76
		I-9902529	01	-5431316	REPAIRS & MAI 16 TINE RAKE	093184	45.54
		I-9902935	01	-5548203	REPAIRS & MAI BLDG MAINT. REPAIR ITEMS	093184	73.42
		I-9906459	01	-5865203	REPAIR & MAIN GENERATER	093184	759.05
01-M00280	FUSION FORMERLY MEGAPAT						
		I-8954084	01	-5215315	TELEPHONE UTI LONG DISTANCE SEP 2019	093115	443.55
01-M00487	MILLER OFFICE EQUIPMENT						
		I-MOE129742	01	-5215312	EQUIPMENT REN MONTHLY COPIER SERVICE	093187	853.91
01-M00635	MUSTANG EQUIPMENT LEASI						
		I-MLS129963	01	-5215312	EQUIPMENT REN COPIER LEASE 08/2019	092970	576.00
01-MC0140	MCALESTER PAINT & SUPPL						
		I-00144781	01	-5543206	CHEMICALS CHEMICALS FOR POOLS	093190	1,712.94
01-MC0146	PITTSBURG COUNTY EMERGE						
		I-201909042374	01	-5101353	PITTSBURG EME SEPT 2019 EMER MNGT SVS	093191	4,166.67
01-N00028	NATHAN R OSBORNE DBA SO						
		I-INVOICE#10	01	-5652318	ABATEMENTS CONTRACT ABATEMENT MOWING	093192	1,145.00
01-N00250	MCALESTER NEWS CAPITAL						
		I-2663	01	-5212317	ADVERTISING & COUNCIL& ORD#2661	093193	16.95
01-O00039	OCCUPATIONAL MEDICINE						
		I-063019	01	-5653348	DRUG TESTING/ FINAL 18/19 FY PHYSICALS	093196	490.00
		I-8/10/19	01	-5653348	DRUG TESTING/ PYSICAL AGILITY TESTING	093196	490.00
01-O00427	OKLA UNIFORM BUILDING C						
		I-AUG2019	01	-5652336	FEES BUILDING PERMITS	093203	64.00
01-O00520	OIL-OK INDEPENDENT LIVI						
		I-09102019-2015-2016	01	-5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	093204	2,000.00
01-O00530	OML-OK MUNICIPAL LEAGUE						
		I-2019-2020	01	-5214330	DUES & SUBSCR JUDGE MEMBERSHIP FY 19-20	093205	50.00
		I-MIDDLETON	01	-5212331	EMPLOYEE TRAV CERT/C. MIDDLETON	093205	65.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000530	OML-OK MUNICIPAL LEAGUE	continued				
	I-OLIVER	01 -5212331	EMPLOYEE TRAV CERT/T-J.OLIVER	093205	65.00	
01-000610	OTA PIKEPASS CENTER					
	I-20190795841	01 -5542331	EMPLOYEE TRAV TOLL USAGE	093206	21.25	
01-P00023	P & K EQUIPMENT, INC					
	I-3406340	01 -5544203	REPAIRS & MAI WEEDEATER W/BRUSH ATTACH,	093207	519.99	
01-P00242	PETER STASIAK					
	I-201909032371	01 -5210112	VEHICLE ALLOW SEPT 2019 AUTO ALLOWANCE	093134	500.00	
01-P00329	PATRICK WALLING DBA PIT					
	I-13458	01 -5542203	REPAIRS & MAI REPAIR FRONT DOOR LOCK	093209	65.00	
01-P00337	PITTS COUNTY CRIMINAL J					
	I-201909032372	01 -5213335	COUNTY INCARC JULY 2019-INCARCERATION FEES	093210	1,716.00	
01-P00560	PSO/SOUTHWESTERN ELECTR					
	I-201908282355	01 -5215313	ELECTRIC UTIL 1699 E. CARL ALBERT AUG 19	093116	18.98	
01-Q00035	QUILL OFFICE SUPPLIES,					
	I-9748735	01 -5215202	OPERATING SUP OFFICE SUPPLIES	093212	159.95	
01-R00499	ROE TACTICAL					
	I-0155614-IN	01 -5321207	CLOTHING ALLO RAZOR VEST-CHRIS SKINNER	093214	713.50	
01-S00190	SECURITY SYS. & ENG. IN					
	I-32418	01 -5321308	CONTRACTED SE QTRLY ALARM MONITORING	093215	45.00	
	I-32421	01 -5321308	CONTRACTED SE QTRLY ALARM MONITORING	093215	45.00	
	I-32422	01 -5321325	FIRING RANGE QTRLY ALARM MONTORING	093215	45.00	
01-S00249	MORGAN STANLEY SMITH BA					
	I-201909042373	01 -5215110	PENSION - DEF SEPT 2019 PENSION-GENERAL	093217	27,957.06	
01-S00329	SHRED-IT US JV LLC dba					
	I-8127897349	01 -5212308	CONTRACTED SE MONTHLY SHREDDING SERV	093219	50.00	
	I-8127915834	01 -5212308	CONTRACTED SE MONTHLY SHREDDING SERVICE	093219	58.50	
01-S00726	STAPLES BUSINESS ADVANT					
	I-3421848577	01 -5324202	OPERATING SUP OFFICE SUPPLIES	093221	60.19	
	I-3422421028	01 -5215202	OPERATING SUP PILOT INK GEL BOLD	093221	44.97	
	I-3422930443	01 -5431202	OPERATING SUP OFFICE SUPPLIES	093221	26.39	
01-S00956	SWANK MOTION PICTURES,					
	I-RG2730758	01 -5215202	OPERATING SUP AUG 24 WONDER PARK	093222	375.00	
	I-RG2730758	01 -5215202	OPERATING SUP SHIPPING CHARGES	093222	28.00	
01-T00399	NATIONAL IMAGING SYSTEM					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00399	NATIONAL IMAGING SYSTEM	continued				
	I-45929	01 -5215202		OPERATING SUP 3 HP 17A CARTRIDGES	093225	149.97
	I-45929	01 -5215202		OPERATING SUP 3 HP 19 A CARTRIDGES	093225	74.99
	I-45929	01 -5215202		OPERATING SUP SHIPPING	093225	19.00
	I-45929	01 -5215202		OPERATING SUP INK ALL DEPTS	093225	50.00-
01-T00499	TRACTOR SUPPLY COMPANY					
	I-369698	01 -5542207		CLOTHING ALLO BOOT ALLOWANCE	093226	89.99
01-T00598	TULSA ASPHALT LLC					
	I-18925	01 -5865218		STREET REPAIR ASPHALT FOR ST. PATCHING	093227	2,796.20
	I-18953	01 -5865218		STREET REPAIR ASPHALT FOR ST. PATCHING	093227	2,816.00
01-W00040	WALMART COMMUNITY BRC					
	I-00315	01 -5321202		OPERATING SUP SUPPLIES AS NEEDED	093232	26.00
	I-00339	01 -5431202		OPERATING SUP SUPPLIES AS NEEDED	093232	249.22
	I-06333	01 -5431202		OPERATING SUP JANITORIAL SUPPLIES	093232	147.72
	I-09312	01 -5431202		OPERATING SUP LAUNDRY DETERGENT	093232	80.64
01-W00193	HTW ENTERPRISES INC dba					
	I-72351	01 -5321202		OPERATING SUP CHANGE UNIT NUMBERS	093234	60.00
01-Z00003	ZUMA OFFICE SUPPLY					
	I-171611	01 -5215202		OPERATING SUP OFFICE SUPPLIES	093238	60.15
			FUND	01 GENERAL FUND	TOTAL:	108,837.71

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	FRANKLIN/MARGARET	I-201908282362	02	-4-0-428	SEWER TAPS SEWER TAP	093111	400.00
01-A00107	ACCURATE LAB & TRAINING	I-SU30622	02	-5973203	REPAIRS & MAI GLASS FIBER FILTER	093136	271.04
01-A00362	VYVE BROADBAND	I-201908282359	02	-5866230	RECYCLING CEN RECYCL CENTER SEPT 19	093113	62.31
01-A00423	ALLIED WASTE SERVICES O	I-375-000430901	02	-5866306	CONTRACTED RE AUG 2019-RESIDENT TRASH SVS	093139	60,837.03
		I-375-000430901	02	-5866306	CONTRACTED RE AUG 2019-COMMERCIAL TRASH SVS	093139	106,806.06
		I-375-000430901	02	-5866306	CONTRACTED RE BAD DEBT WRITE OFF	093139	131.76-
01-A00454	AMAZON CAPITAL SERVICES	I-1FP7-117C-LFDK	02	-5267202	OPERATING SUP OFFICE SUPPLIES	093140	51.92
		I-1KDJ-1L9G-RD9W	02	-5267202	OPERATING SUP OFFICE SUPPLIES	093140	25.56
01-A00751	ATWOODS	I-5168/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093143	99.99
		I-5175/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093143	99.99
		I-5176/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093143	89.99
		I-5181/9	02	-5216207	CLOTHING ALLO BOOT ALLOWANCE/UB&C	093143	100.00
		I-5202/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093143	100.00
		I-5206/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093144	89.99
		I-5213/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093144	47.99
		I-5214/9	02	-5216207	CLOTHING ALLO BOOT ALLOWANCE/UB&C	093144	100.00
		I-5245/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093144	100.00
		I-5246/9	02	-5973203	REPAIRS & MAI SPRAYER, INSECTICIDE	093144	84.98
		I-5250/9	02	-5216207	CLOTHING ALLO BOOT ALLOWANCE/UB&C	093144	89.99
		I-5263/9	02	-5975235	WATER MAIN RE BROOM, TUBBING CUTTER	093144	38.63
		I-5278/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093145	100.00
		I-M59984/9	02	-5864207	CLOTHING ALLO BOOT ALLOW. LNDFILL	093145	100.00
		I-M62670/9	02	-5975207	CLOTHING ALLO BOOT ALLOWANCE -UTM	093145	100.00
01-A00768	AT&T CORP DBA ACC BUSIN	I-192241415	02	-5267315	TELEPHONE UTI INTERNET CTY HALL JUL 19	093114	882.07
01-B00180	UNION IRON WORKS, INC.	I-S2162958.001	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093146	307.76
01-B00490	BRIGGS PRINTING	I-PC-68893	02	-5216202	OPERATING SUP CUTOFF NOTICE DOOR HNGRS	093147	117.00
01-C00251	CAVENDER'S STORE, INC	I-29218	02	-5973207	CLOTHING ALLO BT ALLOW-WASTEWATER	093150	100.00
01-C00667	HESSEL HOLDING CO. dba	I-1919663	02	-5975204	SMALL TOOLS SUCTION HOSE SCREEN	093151	157.50

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01-C00840	CRAWFORD & ASSOCIATES P	I-12750	02	-5267302	CONSULTANTS CONSULTING FEES	093152	73.33
01-D00158	DAVID T HARDGRAVE	I-4-20-02	02	-5973302	CONSULTANTS (PRETREATMENT CONSULT	093154	2,200.00
01-E00229	ENVIRONMENTAL PRODUCTS	I-241567	02	-5975209	UTILITY MAINT PARTS FOR TRUCK FLUSH	093159	178.46
01-F00037	FASTENAL	I-OKMCA175185	02	-5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093160	53.67
01-G00355	GLOBAL ENERGY SOLUTIONS	I-124885	02	-5973316	REPAIRS & MAI PUMP CONTROLLER REPAIR	093164	510.00
01-I00196	INK TECHNOLOGIES PRINTE	I-19033384-IN	02	-5267202	OPERATING SUP INK FOR ALL DEPARTMENTS	093172	98.00
01-J00121	JAMESCO ENTERPRISES, LL	I-21041	02	-5267202	OPERATING SUP JANITORIAL SUPPLIES	093175	272.56
01-L00428	LOWE'S CREDIT SERVICES	I-902777	02	-5973203	REPAIRS & MAI TAPE, AERATOR, CAULK	093184	58.90
01-O00075	O'REILLY AUTO PARTS	I-0230-261064	02	-5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093197	22.96
		I-90230-261063	02	-5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093199	523.82
01-O00275	OKLA DEPT OF COMMERCE	I-09102019-#8908	02	-5267521	CDBG LOAN #89 CDBG - EDIF #8908	093201	1,145.83
01-Q00035	QUILL OFFICE SUPPLIES,	I-9749369	02	-5267202	OPERATING SUP OFFICE SUPPLIES	093212	154.95
01-R00412	RPM STAFFING PROFESSION	I-99642	02	-5975308	CONTRACTED SE TEMP EMPLOYEES-UTM	093213	777.20
		I-99740	02	-5975308	CONTRACTED SE TEMP EMPLOYEES-UTM	093213	1,243.44
01-S00234	SHARE CORPORATION	I-102311	02	-5975209	UTILITY MAINT UTILITY MAINT SUPPLIES	093216	2,446.64
01-S00249	MORGAN STANLEY SMITH BA	I-201909042373	02	-5267110	PENSION - DEF SEPT 2019 PENSION-MPWA	093217	5,603.92
01-S00726	STAPLES BUSINESS ADVANT	I-3421848577	02	-5216202	OPERATING SUP OFFICE SUPPLIES	093221	33.27
		I-3421848577	02	-5267202	OPERATING SUP INK	093221	27.68
01-T00052	TECHNICAL PROGRAMMING S						

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PACKET      : 18004 18016 18022 18025 18035 18042 18044 18046
VENDOR SET: Mult
FUND        : 02      MPWA
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00052	TECHNICAL PROGRAMMING S		continued			
		I-104414	02 -5216336	MAILING FEES UB&C MAILING FEE Z2	093224	921.10
		I-104414	02 -5216317	POSTAGE UB&C POSTAGE FEE Z2	093224	1,390.23
01-T00399	NATIONAL IMAGING SYSTEM					
		I-45929	02 -5267202	OPERATING SUP 3 HP 83 CARTRIDGES	093225	149.97
		I-45929	02 -5267202	OPERATING SUP 3 HP 19 A CARTRIDGES	093225	74.98
		I-45929	02 -5267202	OPERATING SUP SHIPPING	093225	19.00
		I-45929	02 -5267202	OPERATING SUP INK ALL DEPTS	093225	50.00-
01-T00630	TWIN CITIES READY MIX,					
	I-189450		02 -5975218	STREET REPAIR PARK DR	093229	444.00
01-U00051	UTILITY SUPPLY CO., INC					
		I-129197	02 -5216202	OPERATING SUP METER READER SUPPLIES	093230	86.34
		I-130001	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	093230	524.58
		I-130003	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	093230	329.80
		I-130004	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	093230	11.72
01-U00128	UNITED PACKAGING & SHIP					
		I-269947	02 -5871202	OPERATING SUP SHIPPING FEES FOR	093231	47.10
		I-269948	02 -5871202	OPERATING SUP SHIPPING FEES FOR	093231	47.10
01-V00072	VERIZON WIRELESS SERVICE					
	I-9836056757		02 -5216328	INTERNET SERV AMI BASE STATION AUG 19	093118	50.04
01-W00465	WORTH HYDROCHEM OF OKLA					
	I-2619IN2		02 -5267323	DAMAGES REPAIRS/WATER TREAT PLANT	093237	22,305.13
01-Z00003	ZUMA OFFICE SUPPLY					
	I-171611		02 -5267202	OPERATING SUP OFFICE SUPPLIES	093238	60.15
				FUND 02 MPWA	TOTAL:	213,063.91

PACKET : 18004 18016 18022 18025 18035 18042 18044 18046

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00751	ATWOODS					
		I-5174/9	03 -5876207	CLOTHING ALLO BOOT ALLOW. AIRPORT	093143	89.99
		I-5178/9	03 -5876207	CLOTHING ALLO BOOT ALLOW. AIRPORT	093143	89.99
		I-M63055/9	03 -5876207	CLOTHING ALLO BOOT ALLOW. AIRPORT	093145	100.00
01-J00404	JOHN OR LUCILLE WHETSEL					
		I-09102019-LEASE PMT	03 -5876501	OUTER MARKER AIRPORT OUTERMARKER LEASE	093177	225.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-201909042373	03 -5876110	PENSION-DEFIN SEPT 2019 PENSION-AIRPORT	093217	360.26
				FUND 03 AIRPORT AUTHORITY	TOTAL:	865.24

PACKET : 18004 18016 18022 18025 18035 18042 18044 18046

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS					
		I-5198/9	08 -5549207	CLOTHING ALLO BOOT ALLOW-NUTRITION	093143	100.00
		I-5205/9	08 -5549207	CLOTHING ALLO BOOT ALLOW-NUTRITION	093143	41.99
01-S00249	MORGAN STANLEY SMITH BA					
		I-201909042373	08 -5549110	PENSION-DEFIN SEPT 2019 PENSION-NUTRITION	093217	583.41
01-S00580	AT & T					
		I-201908282357	08 -5549315	TELEPHONE UTI NUTRITION AUG 2019	093117	473.23
01-W00193	HTW ENTERPRISES INC dba					
		I-72277	08 -5549202	OPERATING SUP VINYL LETTERING-NEW VAN	093234	241.01
			FUND	08 NUTRITION	TOTAL:	1,439.64

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FUND	27	TOURISM FUND	TOTAL:	6,455.59
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VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1	MISC VENDOR							
	STEPHEN/SARAH SHAI	I-201908282363	28	-4-0-430	EXPO RENTAL	ROOM RENTAL REIMB	093112	50.00
01-A00768	AT&T CORP DBA ACC BUSIN	I-192264212	28	-5654328	INTERNET SERV	EXPO INTERNET JUL 19	093114	611.00
01-C00251	CAVENDER'S STORE, INC	I-31378	28	-5654207	CLOTHING	ALL BOOT ALLOWANCE-EXPO	093150	100.00
01-I00140	INDIAN NATION WHOLESALE	I-7170822	28	-5654210	CONCESSION SU	CONCESSION SUPPLIES	093171	1,031.12
01-MC0005	MCALESTER APPLIANCE	I-9472-44	28	-5654316	REPAIRS & MAI	REPAIRS/WASHING MACHINE	093188	75.00
01-P00210	PEPSI COLA	I-10008309	28	-5654210	CONCESSION SU	CONCESSION SUPPLIES	093208	1,179.50
		I-10008309	28	-5654210	CONCESSION SU	CONCESSION SUPPLIES	093208	359.50-
01-P00560	PSO/SOUTHWESTERN ELECTR	I-201908282355	28	-5654313	ELECTRIC UTIL	EXPO RV PK AUG 19	093116	36.71
		I-201908282355	28	-5654313	ELECTRIC UTIL	EXPO AUG 19	093116	6,764.04
01-S00249	MORGAN STANLEY SMITH BA	I-201909042373	28	-5654110	PENSION-DEFIN	SEPT 2019 PENSION-EXPO	093217	518.18
					FUND	28 SE EXPO CENTER	TOTAL:	10,006.05

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PACKET : 18004 18016 18022 18025 18035 18042 18044 18046

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	ALAYNA WOODS	I-201908282360	29 -5324207	CLOTHING ALLO ALAYNA WOODS:SHOE ALLOWANCE	093109	54.86
01-000276	OKLA DEPT OF PUBLIC SAF	I-31-3000462	29 -5324308	CONTRACTED SE TELETYPE RENTAL	093202	350.00
01-S00249	MORGAN STANLEY SMITH BA	I-201909042373	29 -5324110	PENSION-DEFIN SEPT 2019 PENSION-E911	093217	1,496.01
01-W00392	WINDSTREAM CORPORATION	I-201908282356	29 -5324315	TELEPHONE UTI 911 CO TRNK LINE AUG 19	093119	473.58
			FUND 29 E-911	TOTAL:		2,374.45

PACKET : 18004 18016 18022 18025 18035 18042 18044 18046

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-A00215	ADVANCE AUTO PARTS						
	I-8117923135634	35	-5862203	REPAIRS & MAI	AUTO REPAIR PARTS	093137	43.22
	I-8117923135639	35	-5862203	REPAIRS & MAI	AUTO REPAIR PARTS	093137	9.09
	I-8117923435771	35	-5862203	REPAIRS & MAI	SENIOR VAN-1	093137	19.19
	I-8117923471042	35	-5862203	REPAIRS & MAI	VAN-1	093137	69.59
	I-8117923841802	35	-5862203	REPAIRS & MAI	S-54	093137	12.12
	I-8117924071105	35	-5862203	REPAIRS & MAI	UTM-15	093137	33.00
	I-8117924071112	35	-5862203	REPAIRS & MAI	PK-9	093137	20.89
01-A00454	AMAZON CAPITAL SERVICES						
	I-1KDJ-1L9G-RD9W	35	-5862202	OPERATING SUP	OFFICE SUPPLIES	093140	9.96
01-A00751	ATWOODS						
	I-5238/9	35	-5862203	REPAIRS & MAI	OPEN PO/ PARTS & SUPPLIES	093144	292.88
01-J00143	JAMES SUPPLIES, LLC						
	I-07325141	35	-5862203	REPAIRS & MAI	OPEN PO/WELDING SUPPLIES	093176	99.40
	I-07325698	35	-5862203	REPAIRS & MAI	OPEN PO/WELDING SUPPLIES	093176	83.78
01-K00190	YELLOWHOUSE MACHINERY C						
	I-458996	35	-5862203	REPAIRS & MAI	PO\BUCKET PINS&BUSHING	093179	1,497.44
01-K00205	KIAMICHI AUTOMOTIVE WHO						
	I-095347	35	-5862203	REPAIRS & MAI	S-53	093180	17.38
	I-095444	35	-5862203	REPAIRS & MAI	S-53	093180	13.99
	I-095471	35	-5862203	REPAIRS & MAI	S-53	093180	53.58
	I-095471	35	-5862203	REPAIRS & MAI	S-53	093180	21.80
	I-095486	35	-5862203	REPAIRS & MAI	S-53	093180	5.55
	I-095725	35	-5862203	REPAIRS & MAI	S-53	093180	191.76
	I-095727	35	-5862203	REPAIRS & MAI	S-53	093180	27.99
	I-095798	35	-5862203	REPAIRS & MAI	S-53	093180	430.82
	I-0958389	35	-5862203	REPAIRS & MAI	S-53	093180	29.96
	I-095946	35	-5862203	REPAIRS & MAI	AUTO REPAIR PARTS	093180	35.25
	I-095973	35	-5862203	REPAIRS & MAI	S-53	093180	4.49
	I-096114	35	-5862203	REPAIRS & MAI	UTM-15	093180	19.19
	I-096187	35	-5862203	REPAIRS & MAI	PK-29	093180	104.99
	I-096189	35	-5862203	REPAIRS & MAI	G-4 WINCH TRUCK	093180	7.04
	I-096286	35	-5862203	REPAIRS & MAI	FUEL FILTER	093180	24.17
01-N00271	FREEDOM FORD INC						
	I-96271	35	-5862203	REPAIRS & MAI	OPEN PO FOR PARTS	093194	38.85
	I-96366	35	-5862203	REPAIRS & MAI	MEDIC 2	093194	16.06
01-O00075	O'REILLY AUTO PARTS						
	C-0230--265381	35	-5862203	REPAIRS & MAI	OPEN PO FOR PARTS	093197	23.37-
	C-0230--265381	35	-5862203	REPAIRS & MAI	OPEN PO FOR PARTS	093197	18.00-
	C-0230-268026	35	-5862203	REPAIRS & MAI	CORE RETURN	093197	18.00-
	C-0230-268431	35	-5862203	REPAIRS & MAI	RETURN	093197	39.34-
	C-0230-268622	35	-5862203	REPAIRS & MAI	RETURN	093197	180.56-

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS	continued				
		C-0230-268659	35 -5862203	REPAIRS & MAI RETURN	093197	12.66-
		I-0230--265374	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	23.37
		I-0230-266119	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	71.73
		I-0230-266120	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	27.14
		I-0230-266124	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	112.97
		I-0230-266212	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	71.39
		I-0230-266270	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	59.92
		I-0230-266411	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	9.52
		I-0230-266530	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093197	69.07
		I-0230-266622	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093198	12.13
		I-0230-266755	35 -5862203	REPAIRS & MAI OPEN PO FOR PARTS AC-2	093198	167.12
		I-0230-266921	35 -5862203	REPAIRS & MAI PD-100	093198	147.03
		I-0230-267183	35 -5862203	REPAIRS & MAI AC1,PRKS WEEDEATER, AIRCO	093198	63.98
		I-0230-267735	35 -5862203	REPAIRS & MAI LF-5 & LF-6	093198	113.94
		I-0230-267800	35 -5862203	REPAIRS & MAI I-4	093198	123.88
		I-0230-267986	35 -5862203	REPAIRS & MAI C-23	093198	4.07
		I-0230-267987	35 -5862203	REPAIRS & MAI PRKS CHAINSAWS	093198	13.15
		I-0230-268030	35 -5862203	REPAIRS & MAI MEDIC-2	093198	298.24
		I-0230-268091	35 -5862203	REPAIRS & MAI MEDIC-2	093198	22.35
		I-0230-268150	35 -5862203	REPAIRS & MAI MEDIC-2	093198	28.65
		I-0230-268248	35 -5862203	REPAIRS & MAI UO-1	093198	105.69
		I-0230-268284	35 -5862203	REPAIRS & MAI PK-9	093198	37.24
		I-0230-268304	35 -5862203	REPAIRS & MAI C-23	093199	10.62
		I-0230-268417	35 -5862203	REPAIRS & MAI EX-1	093199	104.08
		I-0230-268604	35 -5862203	REPAIRS & MAI CHIEF-2	093199	386.93
		I-0230-268621	35 -5862203	REPAIRS & MAI CHIEF-2	093199	25.32
01-P00023	P & K EQUIPMENT, INC					
	I-3395400	35 -5862203		REPAIRS & MAI AUTO REPAIR PARTS L-80	093207	56.57
01-S00249	MORGAN STANLEY SMITH BA					
	I-201909042373	35 -5862110		PENSION-DEFIN SEPT 2019 PENSION-FLEET MAINT	093217	732.37
01-S00710	STANDARD MACHINE LLC					
	I-258713	35 -5862203		REPAIRS & MAI AUTO REPAIR PARTS	093220	270.80
	I-258713	35 -5862203		REPAIRS & MAI AUTO REPAIR PARTS	093220	247.96
01-T00612	ATC FREIGHTLINER GROUP,					
	I-125280188	35 -5862203		REPAIRS & MAI AUTO REPAIR PARTS	093228	416.89
01-W00072	WARREN CAT					
	I-PS100729895	35 -5862203		REPAIRS & MAI OPEN PO FOR PARTS	093233	270.85
01-W00195	WELDON PARTS INC.					
	I-2338117-00	35 -5862203		REPAIRS & MAI UTM-43	093236	177.11
	I-2341355-00	35 -5862203		REPAIRS & MAI UTM-43	093236	50.78
			FUND 35 FLEET MAINTENANCE	TOTAL:		7,274.36

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FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES	BUSINESS ADVANT				
		I-3421848575	44 -5225401	TECHNOLOGY UP MISC.COMPUTER COMPONENTS	093221	84.97
		I-3421848576	44 -5225401	TECHNOLOGY UP MISC.COMPUTER COMPONENTS	093221	11.98
		I-3422930441	44 -5225401	TECHNOLOGY UP DJI MAVIC AIR DRONE	093221	732.99
		I-3422930442	44 -5225401	TECHNOLOGY UP OFFICE SUPPLIES	093221	263.98
				FUND 44 TECHNOLOGY FUND	TOTAL:	1,093.92

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PACKET : 18004 18016 18022 18025 18035 18042 18044 18046

VENDOR SET: Mult

FUND : 46 STORMWATER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST	I-09102019-004	46 -5871501	LOAN PAYMENTS LOAN PMT-SWEEPER 1503001-004	093142	3,284.13
01-D00322	DEPT. OF ENVIR. QUALITY	I-MS4 PERMIT 18/19	46 -5871401	CAPITAL OUTLA MS4 PERMIT-FY 18/19	093108	100.00
01-L00340	LIMESTONE GAP CONSTRUCT	I-101	46 -5871405	STORMWATER PR DRAINAGE DEBRIS REMOVER	093182	17,517.00
			FUND 46	STORMWATER FUND	TOTAL:	20,901.13

PACKET : 18004 18016 18022 18025 18035 18042 18044 18046

VENDOR SET: Mult

FUND : 48 INFRASTRUCTURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00075	HARRIS CONSTRUCTION SER					
		I-6789	48 -5865403	ASPHALT OVERL ASPHALT HAULING FEE	093166	10,455.00
		I-6790	48 -5865403	ASPHALT OVERL ASPHALT HAULING FEE	093166	2,550.00
01-U00051	UTILITY SUPPLY CO., INC					
		I-128555	48 -5974403	RAW WATER PUM PART/MC LAKE RAW WTR PROJ	093230	11,304.00
		I-130002	48 -5974403	RAW WATER PUM PART/MC LAKE RAW WTR PROJ	093230	4,290.79
			FUND 48	INFRASTRUCTURE FUND	TOTAL:	28,599.79
					REPORT GRAND TOTAL:	530,023.35

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2018-2019	01 -5653348	DRUG TESTING/PHYSICALS	490.00	14,233	677.10		
** 2018-2019 YEAR TOTALS **			490.00				
2019-2020	01 -2105	COLLECTION AGENCY 25% (COU	1,010.58				
	01 -4-0-202	BUILDING PERMIT*NON-EXPENS	278.52	21,000-	14,144.60-		
	01 -4-0-610	MISCELLANEOUS *NON-EXPENS	40.00	5,000-	4,010.55-		
	01 -5101202	OPERATING SUPPLIES	200.00	1,900	1,700.00		
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	37,499.99		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	20,000.00		
	01 -5210112	VEHICLE ALLOWANCE	500.00	6,000	4,500.00		
	01 -5210480	CONTINGENCY	963.50	32,800	26,171.84		
	01 -5212308	CONTRACTED SERVICES	108.50	2,720	1,418.00		
	01 -5212317	ADVERTISING & PRINTING	16.95	2,500	1,977.40		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	130.00	2,050	1,920.00		
	01 -5213335	COUNTY INCARCERATION EXPEN	1,716.00	14,500	12,784.00		
	01 -5214302	CONSULTANTS	4,453.33	68,000	52,211.01		
	01 -5214330	DUES & SUBSCRIPTIONS	50.00	100	50.00		
	01 -5215110	PENSION - DEFINED BENEFIT	27,957.06	335,485	251,613.82		
	01 -5215202	OPERATING SUPPLIES	1,280.04	31,800	23,165.01		
	01 -5215302	CONSULTANTS	146.67	42,000	17,000.00		
	01 -5215312	EQUIPMENT RENTALS	1,429.91	25,562	3,050.00		
	01 -5215313	ELECTRIC UTILITY	18.98	437,603	403,095.29		
	01 -5215315	TELEPHONE UTILITY	498.16	80,000	61,121.89		
	01 -5225207	CLOTHING ALLOWANCE	79.99	500	567.97		
	01 -5225349	SOFTWARE MAINTENANCE	27,932.33	160,008	33,782.14		
	01 -5320202	OPERATING EXPENSE	11.74	2,350	2,118.09		
	01 -5321202	OPERATING SUPPLIES	168.50	15,000	7,672.52		
	01 -5321207	CLOTHING ALLOWANCE	713.50	37,455	22,001.79		
	01 -5321308	CONTRACTED SERVICES	90.00	350	170.00		
	01 -5321325	FIRING RANGE	2,999.28	7,000	2,005.77		
	01 -5324202	OPERATING SUPPLIES	60.19	950	814.07		
	01 -5431202	OPERATING SUPPLIES	503.97	14,000	12,316.87		
	01 -5431207	CLOTHING ALLOWANCE	88.00	30,500	7,938.06		
	01 -5431316	REPAIRS & MAINTENANCE	308.04	5,000	1,377.84-	Y	
	01 -5431328	INTERNET SERVICE	99.95	2,300	1,590.68		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	339.08	6,925	4,718.92		
	01 -5432308	CONTRACTED SERVICES	4,650.37	65,025	58,232.63		
	01 -5542203	REPAIRS & MAINT SUPPLIES	129.67	38,500	27,556.63		
	01 -5542207	CLOTHING ALLOWANCE	189.99	2,750	1,775.08		
	01 -5542212	FUEL EXPENSE	1,696.00	21,728	16,075.77		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	21.25	3,000	1,066.35		
	01 -5543206	CHEMICALS	1,712.94	16,000	8,594.56		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	519.99	6,983	3,453.04		
	01 -5547207	CLOTHING ALLOWANCE	389.99	1,250	760.01		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5547212	FUEL EXPENSE	1,556.08	5,600	3,439.93				
01	-5547328	INTERNET SERVICE	63.09	755	628.82				
01	-5548203	REPAIRS & MAINTENANCE SUPP	322.53	35,200	26,159.47				
01	-5548308	CONTRACTED SERVICES-CLEANI	3,275.00	23,000	13,275.00-	Y			
01	-5548316	REPAIRS & MAINTENANCE	1,217.00	19,000	8,030.41				
01	-5551203	REPAIRS & MAINTENANCE	632.00	1,800	775.50				
01	-5652207	CLOTHING ALLOWANCE	199.99	1,000	800.01				
01	-5652318	ABATEMENTS	1,145.00	15,000	10,760.00				
01	-5652330	DUES & SUBSCRIPTIONS	135.00	2,000	1,865.00				
01	-5652336	FEES	64.00	1,800	1,400.00				
01	-5653207	CLOTHING ALLOWANCE	59.99	625	565.01				
01	-5653308	CONTRACTED SERVICES	75.00	26,500	25,200.00				
01	-5653348	DRUG TESTING/PHYSICALS	589.75	11,000	1,419.59				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	759.05	26,525	11,403.36				
01	-5865207	CLOTHING ALLOWANCE	1,099.99	3,500	2,300.01				
01	-5865218	STREET REPAIRS & MAINTENAN	7,395.70	84,350	12,345.25				
01	-5865328	INTERNET SERVICE	88.90	2,100	1,766.93				
02	-4-0-428	SEWER TAPS *NON-EXPENS	400.00	7,950-	7,250.00-				
02	-5216202	OPERATING SUPPLIES	236.61	5,000	2,849.73				
02	-5216207	CLOTHING ALLOWANCE	289.99	1,625	1,335.01				
02	-5216317	POSTAGE	1,390.23	30,100	22,821.40				
02	-5216328	INTERNET SERVICE	50.04	629	528.92				
02	-5216336	MAILING FEES	921.10	25,100	21,015.90				
02	-5267110	PENSION - DEFINED BENEFIT	5,603.92	67,248	50,436.24				
02	-5267202	OPERATING SUPPLIES	884.77	19,200	11,556.05				
02	-5267302	CONSULTANTS	73.33	28,000	13,000.00				
02	-5267315	TELEPHONE UTILITY	882.07	124,020	100,512.01				
02	-5267323	DAMAGES	22,305.13	7,000	15,305.13-	Y			
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	10,312.51				
02	-5864207	CLOTHING ALLOWANCE	100.00	250	150.00				
02	-5866230	RECYCLING CENTER EXPENSE	62.31	800	613.23				
02	-5866306	CONTRACTED REFUSE SERVICES	167,511.33	1,994,379	1,659,461.57				
02	-5871202	OPERATING SUPPLIES	94.20	1,400	1,115.06				
02	-5973203	REPAIRS & MAINT SUPPLIES	1,323.13	24,899	3,214.37				
02	-5973207	CLOTHING ALLOWANCE	100.00	3,000	1,910.16				
02	-5973302	CONSULTANTS (IND. PRETREAT	2,200.00	26,400	0.00				
02	-5973316	REPAIRS & MAINTENANCE	510.00	17,800	13,340.00				
02	-5975204	SMALL TOOLS	157.50	2,000	842.50				
02	-5975207	CLOTHING ALLOWANCE	827.95	3,500	2,672.05				
02	-5975209	UTILITY MAINTENANCE SUPP.	2,625.10	39,101	31,389.83				
02	-5975218	STREET REPAIRS & MAINTENAN	444.00	125,000	82,500.00				
02	-5975235	WATER MAIN REPAIR	904.73	100,000	55,814.50				
02	-5975308	CONTRACTED SERVICES	2,020.64	10,000	4,000.00				
03	-5876110	PENSION-DEFINED BENEFIT	360.26	4,324	3,243.22				
03	-5876207	CLOTHING ALLOWANCE	279.98	750	470.02				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	03 -5876501	OUTER MARKER LEASE PAYMENT	225.00	2,700	2,025.00		
	08 -5549110	PENSION-DEFINED BENEFIT	583.41	7,001	5,250.77		
	08 -5549202	OPERATING SUPPLIES	241.01	1,000	17.20-	Y	
	08 -5549207	CLOTHING ALLOWANCE	141.99	1,750	1,608.01		
	08 -5549315	TELEPHONE UTILITY	473.23	4,650	3,689.08		
	27 -5655110	PENSION-DEFINED BENEFIT	224.28	2,692	2,019.16		
	27 -5655214	TOURISM EXPENSE	1,350.00	40,000	14,142.20		
	27 -5655328	INTERNET SERVICE	87.31	1,138	876.23		
	27 -5655340	OFFICE RENT	1,044.00	15,500	12,368.00		
	27 -5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00		
	27 -5655353	MAIN STREET PROGRAM	1,250.00	15,000	12,500.00		
	28 -4-0-430	EXPO RENTAL *NON-EXPENS	50.00	80,000-	70,480.00-		
	28 -5654110	PENSION-DEFINED BENEFIT	518.18	6,219	4,664.46		
	28 -5654207	CLOTHING ALLOWANCE	100.00	1,563	1,363.00		
	28 -5654210	CONCESSION SUPPLIES	1,851.12	40,000	36,434.00		
	28 -5654313	ELECTRIC UTILITY	6,800.75	80,000	66,502.19		
	28 -5654316	REPAIRS & MAINTENANCE	75.00	34,000	22,236.00		
	28 -5654328	INTERNET SERVICE	611.00	9,000	8,212.14		
	29 -5324110	PENSION-DEFINED BENEFIT	1,496.01	17,953	13,464.97		
	29 -5324207	CLOTHING ALLOWANCE	54.86	2,500	2,291.30		
	29 -5324308	CONTRACTED SERVICES	350.00	37,600	32,740.00		
	29 -5324315	TELEPHONE UTILITY	473.58	99,550	89,756.81		
	30 -5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00		
	30 -5211353	MAIN STREET PROGRAM	1,250.00	15,000	12,500.00		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,542.50		
	30 -5652114	PENSION-DEFINED CONTRIBUTI	324.67	4,661	3,501.62		
	30 -5652302	CONSULTANTS	820.00	150,000	13,693.74		
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	1,200.00	15,000	13,430.34		
	30 -5652343	2016 OSMPC GRANT-DEFENSE D	3,115.43	203,228	200,112.57		
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	1,734.62	39,600	37,095.38		
	35 -5862110	PENSION-DEFINED BENEFIT	732.37	8,789	6,591.89		
	35 -5862202	OPERATING SUPPLIES	9.96	500	490.04		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	6,532.03	182,714	123,125.63		
	41 -5210401	ARVEST PARK PROJECT	4,868.39	0	36,713.33-	Y	
	41 -5210480	CONTINGENCY	17,850.00	50,000	10,552.39		
	41 -5321501	PATROL LEASE PAYMENTS	1,839.65	22,100	16,581.05		
	41 -5542401	CAPITAL OUTLAY	63,000.00	0	64,044.00-	Y	
	41 -5865510	LEASE PAYMENTS	7,221.65	162,521	140,856.05		
	41 -5974501	MCC CONTROLS - WTP	4,709.36	56,513	42,384.92		
	41 -5975510	UTM LOAN PAYMENTS	18,395.29	220,745	165,559.13		
	44 -5225401	TECHNOLOGY UPGRADES	1,093.92	24,000	20,899.70		
	46 -5871401	CAPITAL OUTLAY	100.00	297,993	239,092.47		
	46 -5871405	STORMWATER PROJECT	17,517.00	178,000	104,155.00-	Y	
	46 -5871501	LOAN PAYMENTS-STREET SWEEP	3,284.13	39,410	29,557.61		
	48 -5865403	ASPHALT OVERLAY PROJECTS	13,005.00	450,000	60,216.47		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE	ITEM=====	=====GROUP	BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
				BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	48 -5974403	RAW WATER PUMP -30 INCH LI	15,594.79	0	24,363.94-	Y	
	** 2019-2020 YEAR TOTALS **		529,533.35				

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	9/2019	103,556.73
02	9/2019	213,063.91
03	9/2019	865.24
05	9/2019	0.00
08	9/2019	1,439.64
09	9/2019	0.00
11	9/2019	0.00
14	9/2019	0.00
16	9/2019	0.00
24	9/2019	0.00
26	9/2019	0.00
27	9/2019	6,455.59
28	9/2019	10,006.05
29	9/2019	2,374.45
30	9/2019	11,227.22
32	9/2019	0.00
33	9/2019	0.00
35	9/2019	7,274.36
36	9/2019	0.00
38	9/2019	0.00
41	9/2019	117,884.34
42	9/2019	0.00
44	9/2019	1,093.92
46	9/2019	20,901.13
48	9/2019	28,599.79
49	9/2019	0.00
		524,742.37



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2019 Item Number: Consent Agenda C
Department: Expo – Finance
Prepared By: Billy Sumner, Expo Mgr. Account Code: _____
Date Prepared: August 21st, 2019 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, a request by Anne Brooks, on behalf of Eastern Oklahoma State College, to partner with them for the rental fee and use of the McAlester Expo Center, for their 12th Annual 8th Grade Career & College Expo.

Recommendation

Consider approving the partnership with Eastern Oklahoma State College, in the amount of \$6,500.00 for the use of the McAlester Expo Center, for their 12th Annual 8th Grade Career & College Expo, to be held on October 10th, 2019.

Discussion

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

Approved By

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

McAlester EXPO CENTER

City of McAlester - P.O. BOX 578 McAlester, OK 74501

PHONE #: 918-420-3976

CELL #: 918-424-1923

FAX#: 918-423-1092

FACILITY RENTAL AGREEMENT

NAME/TYPE OF EVENT: Career & College Tour
 DATE(S): October 9th & 10th, 2019
 ORGANIZATION: Eastern Oklahoma State College
 CONTACT PERSON: Anne Brooks
 PHONE #: 918-302-3603 cell: 918-916-9430
 PROJECTED ATTENDANCE: 1,300

LESSEE NAME: Eastern Oklahoma St College
 PHONE #: 918-302-3607 (main office - McAlester campus)
 MAILING ADDRESS: 1802 E. College Avenue
McAlester, Oklahoma 74501
 EMAIL ADDRESS: abrooks@eossc.edu
 PHONE: _____

Use of the McAlester Expo Center, hereinafter referred to as McAlester Expo Center, Expo Center or Lessor, is subject to the rules and regulations adopted by the City of McAlester and conditions stated herein this Agreement and Attachments.

The Renter, hereinafter referred to as Lessee, is permitted to use and occupy the facilities listed below with dates and time indicated, as set forth in this Agreement:

****PLEASE INCLUDE ALL DATES & TIMES, FOR EVENT, INCLUDING SETUP & TEAR DOWN****

FACILITY	DATE(S)	EVENT TIME	INGRESS/EGRESS
Entire Bldg	10-9-19	Setup	8:00am - 5:00pm
Entire Bldg	10-10-19	7:30am - 3:00pm	7:00am - 5:00pm

tickets after each performance. Lessee shall furnish a box office statement after each event. In the event, suit or action is instituted, the City of McAlester, McAlester Expo Center, shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

WAIVER OF RENTAL FEES: The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester.

Lessee shall pay the City of McAlester for the use of said facilities, the sum of:

Total Rental Fee: \$6,500.00 Request to City Council to pay the City of McAlester / EOSE Partnership

I have read, and agree to abide by this Agreement and accompanying rules and regulations as set forth by the City of McAlester.

X Anne Brook 7/24/19
LESSEE DATE

Connie Paucom 8-20-19
EXPO ADMINISTRATION DATE

~~_____~~ 8-21-19
MANAGER DATE



INVOICE #1

Date: 8/21/19

CITY OF McAlester
P.O. BOX 578
McAlester, OK 74502

PHONE: 918-420-3976
FAX : 918-423-1092

TO: City of McAlester - Special
EOSC Partnership
PO Box 578
McAlester, OK 74502
Account # 28-5654349

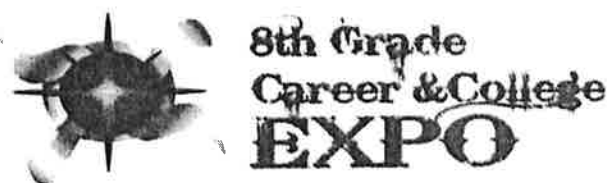
DATE	ROOM #	DESCRIPTION	HOURS	RATE (per room)	AMOUNT
10/9/2019	Building	EOSC - 8th Grade Career Expo	1	\$3,500.00	\$3,500.00
10/10/2019	Building	EOSC - 8th Grade Career Expo	1	\$3,000.00	\$3,000.00
TOTAL AMOUNT OWED:					\$6,500.00

DUE UPON RECEIPT

Make checks payable to City of McAlester

Please note "Expo Center" on check to assure proper credit

Thank you for choosing the McAlester Expo Center for your event!!



City of McAlester

RE: McAlester Expo Center

I am writing to request a partnership for the use of the Southeast Expo Center on 10/09/2019 for set-up and 10/10/2019 for the 12th Annual 8th Grade Career and College Expo. We are requesting the use of room 101/103, the Mezzanine and Expo Hall. As you are aware, this annual event has been held at the Expo Center for the past 11 years.

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

The 8th Grade Career and College Expo Committee has worked diligently over the years to grow and build a program specifically designed for eighth grade students. The career fair started to help bridge the career connection between schools and the workplace. Over the years, **the number of students involved has grown to over 1,300!** In addition, business exhibitors now include over 100 partners from across the state. Business, industry, and education see the true value in the program.

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

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

Sincerely,

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



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2019 Item Number: Consent Agenda D
Department: City Clerk
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: September 3, 2019 Budgeted Amount: _____
Exhibits: Several

Subject

Consider and act upon, concurrence with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 206859-LR.

Recommendation

Motion to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 206859-LR.

Discussion

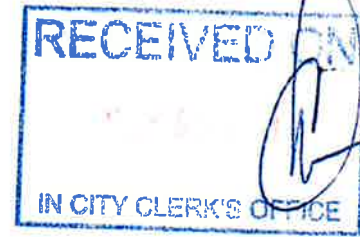
OMAG, the City of McAlester's Liability Insurance carrier has found no liability on the City's part regarding the incident related to Claim No. 206859-LR and are recommending that the City officially deny this claim in compliance with the Governmental Tort Claims Act, 51 Okla. Sec. 157(A) and (B).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	09.03.19
City Manager	P. Stasiak	



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



August 28, 2019

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

RE: Member : City of McAlester
Claimant : Summer Barone
Date of Loss : 8/10/2019
Claim No. : 206859-LR

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 11/10/19, you must deny this claim in writing before 11/10/19. 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,

Lori Randall, CCP
Senior Claims Adjuster



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

August 28, 2019

Summer Barone
21 W. Ansley
McAlester, OK 74501

RE: Member : City of McAlester
 Claimant : Summer Barone
 Date of Loss : 8/10/2019
 Claim No. : 206859-LR

Dear Ms. Barone:

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

The City could not predict that this sink hole was going to develop from a small water leak, therefore we find no negligence on the City of McAlester.

Sincerely,

Lori Randal, CCP
Senior Claims Adjuster

cc: City of McAlester



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

August 15, 2019

Summer Barone
21 W. Ansley
McAlester, OK 74501

Re:	Member	:	City of McAlester
	Claimant	:	Summer Barone
	Date of Loss	:	8/10/2019
	Claim Number	:	206859-LR

Dear Ms. Barone:

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

Lori Randall
(405) 657-1400
Fax: (405) 657-1401
lrاندall@omag.org

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

Sincerely,

OMAG Claims Department

cc: City of McAlester

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the

City of McAlester

Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) Summer Barone CLAIMANT(S) SOCIAL SECURITY NO. _____
 ADDRESS 21 W. Ansley CLAIMANT(S) DATE OF BIRTH _____
McAlester OK 74501 PHONE: HOME(505) (500) (1500) BUS. (1) NA

Continue on another sheet if needed
for any information requested)

- DATE AND TIME OF INCIDENT 8/10/19 11 a.m. (500) p.m.
- LOCATION OF INCIDENT ASH - Ansley
- DESCRIBE INCIDENT A water line busted and caused a 6 ft. sink hole to fill with water. The spot was unmarked and looked like a puddle. When I drove over it, it busted out the underneath of the front of my car.
- LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

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

Describe injury N/A

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO X 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 Altima SL BODY TYPE Nissan YEAR 2013

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 4000.00
 LIST OTHER DAMAGES CLAIMED \$ (included)
 TOTAL PROPERTY \$ _____

5. NAME OF YOUR INSURANCE CO. Cash pay. POLICY NO. deductable is AMOUNT CLAIMED \$2,000.00 AMOUNT RECEIVED through progressive

6. The names of any witnesses known to you.

Patrick Tinker 743 Key Rd McAlester 918/4709951
 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 \$ Will bring

in final bill.

SIGNATURE(S)

DATE

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

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

This Notice of Tort Claim was received by

Cora Middleton
(Title) City Clerk, on August 13, 2019

For further information on this claim contact

Cora Middleton
(Title) City Clerk, by telephone at (918) 423-9300 ext. 4956

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

Statement from Safety Officer, pictures, copy of Title,
4 repair estimates

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

	Name	Title/Position	Telephone
1.	<u>Doug Basinger</u>	<u>Safety/Risk Mgmt.</u>	<u>(918) 423-9300 ext. 4934</u>
2.			
3.			
4.			

Submitted by:

Cora Middleton Date 08/15/19, 20

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

City of McAlester
Safety Office

Date: 8-12-2019

Reference: Property Damage Report

Location: Ash and Ansley

Damaged Property: 2013 Nissan Ultima

Comments: On August 10, 2019 at approximately 4:30 pm, Summer Barone, 918-916-3334, was traveling east on Ansley near Ash in McAlester, Ok. A water line break had just occurred and our UTM department was responding to the call. They were on the bypass south of McAlester at the time. As they drove up Ms. Barone had just driven through the water and hit a hole approximately 6 feet across. Our crew arrived at the same time and had no way of closing the street. Barone claims City crews were working down the street, but this is false. There may have been other construction crews not affiliated with the City that were doing other work in the area. Barone's father told David Laughlin of Traffic Control that she should not have driven through the water. He said had she been a "male" she would not have done this.

We responded as soon as we learned of the major break. We did respond earlier in the day and there was a small leak in the yard near this one. Our crew was at a bigger line break at the time and left it to fix the bigger priority break.

I have no damage estimate currently. Damage appears to be a skid plate from under the car, a rim, and a tire.

Pictures are attached to this report.

Doug Basinger
Safety/ Risk Management

McAlester (OK)28 E Washington Ave
Mcalester, Oklahoma 74501
(918) 423-9300 x 4994

Services Provided To
Streets
, Oklahoma

Additional Details	
Priority	Medium
Bldg./Unit	Ash Street
Area	
Area #	2823 N

Work Order ID	Page
17584	Page 1 of 1
Requested By	
Requested	Completed
07/30/2019	08/05/2019
Trade	
Water	
Assigned To	
Sophia West	

Equipment Serviced	Item No.		
	Description		
	Downtime	Hours	Minutes
	Downtime Cost	\$0.00	
	Link To	No records found	

Request Description :

CUST CALLED ABOUT WATER RUNNING DOWN THE ROAD FROM THE DITCH ON ANSLEY RD. DITCH IS FULL OF WATER AND SHE IS UNABLE TO MOW HER YARD.

Labor			Materials and Cost				
Technician	Date	Hours	Type	Description	Supplier	Qty	Cost
		Total Hours :					
			Sub-Total :				
			Sales Tax :				
			Shipping/Freight :				
			Other Charges :				
			Total :				

Action Taken Notes :

TP -LEAK COMING FROM 108 W. ANSLEY FIXING 8-7-19

McAlester (OK)
28 E Washington Ave
Mcalester, Oklahoma 74501
(918) 423-9300 x 4994



Services Provided To
Streets , Oklahoma

Additional Details	
Priority	Medium
Bldg./Unit	Ansley Avenue
Area	
Area #	108 W

Work Order ID	Page
17660	Page 1 of 1
Requested By	
Requested	Completed
08/07/2019	08/12/2019
Trade	
Water	
Assigned To	
Sophia West	

Equipment Serviced	Item No.		
	Description		
	Downtime	Hours	Minutes
	Downtime Cost	\$0.00	
	Link To	No records found	

Request Description :

CODES REPORTED AT WATER LEAK IN THE FRONT OF THE YARD.

Labor		
Technician	Date	Hours
Total Hours :		

Materials and Cost				
Type	Description	Supplier	Qty	Cost
Sub-Total :				
Sales Tax :				
Shipping/Freight :				
Other Charges :				
Total :				

Action Taken Notes :

1E JS JM- REPLACED 12' OF 6" WATERLINE

8-15-2019



I Kay Weeks called and reported a water leak @ Ansley's Ash to 918-423-9300 was transferred to a lady named Sofia/Sophia on 8-30-19 @ 9:41 am.

She told me someone would come check on it.

On the 10th my yard & neighbor's yard were flooded and a huge hole was in the road on Ansley.

Kay Weeks

(918) 423-9300

McAlester, OK



message



call



WhatsApp



email



pay

July 30, 2019

9:41 AM

Outgoing Call

3 minutes

Share Contact

Share My Location

Create New Contact

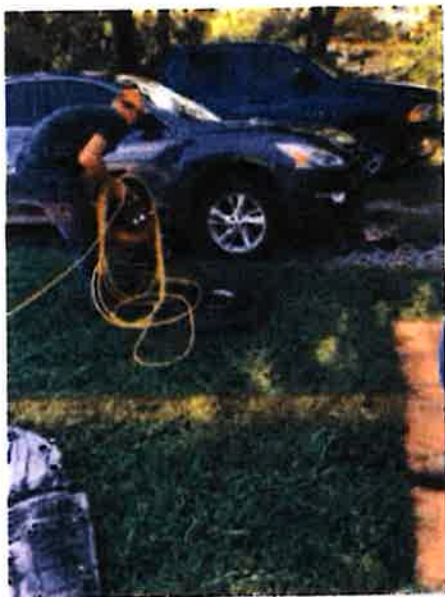
Add to Existing Contact

Block this Caller















LINDLEY'S PAINT AND BODY SHOP

1808 SOUTH MAIN STREET, MCALESTER, OK
74501

Phone: (918) 423-0703

FAX: (918) 423-0748

Workfile ID:
Federal ID:

6581f9a9
261754602

Preliminary Estimate

Customer: BARONE, DALTON

Written By: LAUREN TUCKER

Insured: BARONE, DALTON

Type of Loss:

Point of Impact:

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:

BARONE, DALTON

(918) 302-8803 Business

Inspection Location:

LINDLEY'S PAINT AND BODY SHOP

1808 SOUTH MAIN STREET

MCALESTER, OK 74501

Repair Facility

(918) 423-0703 Business

Insurance Company:

VEHICLE

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

VIN: 1N4AL3AP2DC104833

License:

State:

Interior Color:

Exterior Color:

Production Date:

Mileage In:

Mileage Out:

Condition:

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Get live updates at www.carwise.com/e/3DJjgk

Preliminary Estimate

Customer: BARONE, DALTON

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Repl Fuzion TOURING 215/55R17 94T Tire +25%		1	89.74	0.3	0.0
2	WHEELS						
3	**	Repl RECOND RT/Front Wheel, alloy 17"	403003TA2E	1	191.00 m	0.3	0.0
4	FENDER						
5	+	Repl A/M CAPA RT Fender liner	638403TA0A	1	75.00	0.4	0.0
6	RADIATOR SUPPORT						
7	**	Repl A/M CAPA Under cover	758903TA0A	1	111.00	0.3	0.0
8	#	Subl Tire,mount,balance & stem alloy wheel		1	15.50 X	0.0	0.0
9	#	Subl Two wheel alignment		1	69.95 X	0.0	0.0
10	#	Repl Specialty clips		1	10.00 T	0.0	0.0
11	#	TIRE DISPOSAL FEE		1	5.00	0.0	0.0
12	#	*COULD BE MORE DMG. VEHICLE IS MAKING NOISES WHEN IDLING*		1	0.00	0.0	0.0
SUBTOTALS					567.19	1.3	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			471.74
Body Labor	1.3 hrs @	\$ 50.00 /hr	65.00
Miscellaneous			95.45
Subtotal			632.19
Sales Tax	\$ 481.74 @	9.7500 %	46.97
Grand Total			679.16
Deductible			0.00
CUSTOMER PAY			679.16
INSURANCE PAY			679.16

THIS IS JUST AN ESTIMATE OF REPAIR COST. ADDITIONAL CHARGES MAY BE NECESSARY AFTER WORK HAS BEGUN AND HIDDEN DAMAGE IS FOUND. ESTIMATE VALID FOR 30 DAYS. PART PRICE INCREASES MAY OCCUR. PROMISED DELIVERY DATE MAY CHANGE BECAUSE OF AVAILABILITY OF PARTS OR WAIT TIME FOR ANY INSURANCE REINSPECTION. CUSTOMER WILL BE NOTIFIED OF ANY DELAYS AS SOON AS POSSIBLE.

Signed _____

Date _____

Jet Tire Service, Inc.

2605 North Main

McAlester, OK. 74501

Phone: 918-423-7444 Fax: 918-423-7720

ESTIMATE #

004634

Estimate for Services

Estimate Date : 8/12/2019

BARONE, SUMMER

2013 Nissan - Altima SL - 2.5L, In-Line4 (153CI) VIN(A)

Lic # : HFL613 - OK

Odom. In: 0

VIN # : 1N4AL3AP2 DC104833

Part Description	Qty	Sale	Ext	Labor Description	Extended
RIM NISSAN ALTIMA 17"	1.00	273.00	273.00	ALIGNMENT- FRONT END	58.95
				Tire Rotation and Inspection	15.00
				Tire Rotation and Inspection	
				Tire - Wheel Balance \$10 ea	40.00
				BALANCE WITH SMART WEIGHT TECHNOLOGY	

Parts/Supplies: 273.00

Labor: 113.95

HazMat/Fees: 0.00

Tax: 26.62

Total: \$ 413.57

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ___ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts ___. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____ Time _____

MCCULLAR MOTOR SPORTS

900 N MAIN, MCALESTER, OK 74501

Phone: (918) 429-0887

FAX: (918) 429-0895

Workfile ID:

Federal ID:

bbdf9fdf
94-3423396**Preliminary Estimate****Customer: barone, summer**

Written By: Keith McCullar

Insured: barone, summer

Type of Loss:

Point of Impact:

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:

barone, summer

(918) 916-3334 Cell

Inspection Location:

MCCULLAR MOTOR SPORTS

900 N MAIN

MCALESTER, OK 74501

Repair Facility

(918) 429-0887 Business

Insurance Company:**VEHICLE**

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

VIN: 1N4AL3AP2DC104833

License:

State:

Interior Color:

Exterior Color:

Production Date:

Mileage In:

Mileage Out:

Condition:

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: barone, summer

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		RADIATOR SUPPORT					
2	Repl	Under cover	758903TA0A	1	130.24	0.3	
3		FENDER					
4	Repl	RT Fender liner	638403TA0A	1	89.11	0.4	
5		WHEELS					
6	**	Repl RECOND RT/Front Wheel, steel	403003TA0B	1	<u>202.00</u> m	0.3 M	<u>0.0</u>
7		FRONT SUSPENSION					
8	**	Repl A/M RT Strut 2.5 liter	E43023TA1B	1	197.58 m	1.5 M	
9		Wheel alignment align front wheels			m	1.1 M	
10		TIRES					
11	#	Subl Hazardous waste removal		1	5.00 X		
12	*	Repl FUZ 265/70R17 SUV OWL 115T	FU04236	1	<u>122.50</u>	0.3	
SUBTOTALS					746.43	3.9	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			741.43
Body Labor	1.0 hrs @	\$ 50.00 /hr	50.00
Mechanical Labor	2.9 hrs @	\$ 75.00 /hr	217.50
Miscellaneous			5.00
Subtotal			1,013.93
Sales Tax	\$ 741.43 @	9.7500 %	72.29
Grand Total			1,086.22
Deductible			0.00
CUSTOMER PAY			1,086.22
INSURANCE PAY			

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

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Preliminary Estimate

Customer: barone, summer

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARF3748, CCC Data Date 08/01/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

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m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: barone, summer

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
6	Keystone-Complete-A-Tulsa 9797 E ADMIRAL PLACE TULSA OK 74116 (888) 892-6790 (918) 828-0590	#STL62590U45 RECOND RT/Front Wheel, steel	\$ 202.00
8	NAPA 2999 CIRCLE 75 PARKWAY ATLANTA GA 30339 (800) 538-6272 (999) 999-9999	#KYB339331 A/M RT Strut 2.5 liter	\$ 197.58

Mcalester Auto Collision LLC

3804 N 5TH ST, MCALESTER, OK 74501

Phone: (918) 715-3173

Workfile ID:

9889dab9

Preliminary Estimate**Customer: Barone, Summer****Job Number:**

Insured: Barone, Summer

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

Barone, Summer

Inspection Location:

Mcalester Auto Collision LLC

3804 N 5TH ST

MCALESTER, OK 74501

Repair Facility

(918) 715-3173 Business

Insurance Company:**VEHICLE**

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

VIN: 1N4AL3AP2DC104833

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: Barone, Summer

Job Number:

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover		0	0.00	1.8	0.0
3		RADIATOR SUPPORT					
4	Repl	Under cover	758903TA0A	1	130.24	Incl.	0.0
5	Repl	Under cover clip #2	0155309241	1	2.82	0.0	0.0
6	Repl	Under cover clip #2	0155309241	1	2.82	0.0	0.0
7	Repl	Sight shield	620783TA0B	1	46.64	Incl.	0.0
8		FENDER					
9	**	Repl A/M KEYSIQ RT Fender liner	638403TA0A	1	75.00	0.4	0.0
SUBTOTALS					257.52	2.2	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			257.52
Body Labor	2.2 hrs @	\$ 48.00 /hr	105.60
Subtotal			363.12
Sales Tax	\$ 257.52 @	9.7500 %	25.11
Grand Total			388.23
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			388.23

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Preliminary Estimate

Customer: Barone, Summer

Job Number:

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

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SYMBOLS FOLLOWING LABOR:

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CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Barone, Summer

Job Number:

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
9	Keystone-Insurance-A-Tulsa 9797 E ADMIRAL PLACE TULSA OK 74116 (888) 892-6790 (918) 828-0590	#NI1249131C A/M KEYSIQ RT Fender liner	\$ 75.00

City

MCCULLAR MOTOR SPORTS

900 N MAIN, MCALESTER, OK 74501

Phone: (918) 429-0887

FAX: (918) 429-0895

Workfile ID:

bdd99df

Federal ID:

94-3423396

Preliminary Estimate

Customer: barone, summer

Written By: Keith McCullar

Insured: barone, summer

Type of Loss:

Point of Impact:

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:

barone, summer

(918) 916-3334 Cell

Inspection Location:

MCCULLAR MOTOR SPORTS

900 N MAIN

MCALESTER, OK 74501

Repair Facility

(918) 429-0887 Business

Insurance Company:



VEHICLE

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

VIN: 1N4AL3AP2DC104833

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: barone, summer

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		RADIATOR SUPPORT					
2	Repl	Under cover	758903TA0A	1	130.24	0.3	
3		FENDER					
4	Repl	RT Fender liner	638403TA0A	1	89.11	0.4	
5		WHEELS					
6	#	Subl Four wheel alignment		1	79.95 T		
7	#	Subl Dismount/balance/rotate		1	20.00 T		
8	**	Repl RECOND RT/Front Wheel, steel	403003TA0B	1	191.00 m	0.3 M	0.0
9		FRONT SUSPENSION					
10	**	Repl A/M RT Strut 2.5 liter	E43023TA1B	1	171.17 m	1.5 M	
11	*	Wheel alignment align front wheels			m	0.0 M	
12	#	Subl Hazardous waste removal		1	5.00 X		
SUBTOTALS					686.47	2.5	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			581.52
Body Labor	0.7 hrs @	\$ 50.00 /hr	35.00
Mechanical Labor	1.8 hrs @	\$ 75.00 /hr	135.00
Miscellaneous			104.95
Subtotal			856.47
Sales Tax	\$ 681.47 @	9.7500 %	66.44
Grand Total			922.91
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			922.91

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: barone, summer

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARF3748, CCC Data Date 08/09/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) Items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: barone, summer

2013 NISS Altima 4D SED 4-2.5L Gasoline Electronic Fuel Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
8	Keystone-Complete-A-Tulsa 9797 E ADMIRAL PLACE TULSA OK 74116 (888) 892-6790 (918) 828-0590	#STL62590U45 RECOND RT/Front Wheel, steel	\$ 191.00
10	NAPA 2999 CIRCLE 75 PARKWAY ATLANTA GA 30339 (800) 538-6272 (999) 999-9999	#KYB339331 A/M RT Strut 2.5 liter	\$ 171.17





08/10/2019



08/10/2019



08/10/2019







08/10/2019



08/10/2019





08/10/2019





CERTIFICATE OF TITLE

STATE OF OKLAHOMA

VEHICLE IDENTIFICATION NUMBER
1N4AL3AP2DC104833

YEAR
2013

MAKE
NISS

TITLE NO.
810005128972

BODY TYPE
4DR

MODEL
ALTI

DATE 1st SOLD
01-Aug-2012

DATE ISSUED
07-May-2018

AGENT NO.
M6114

ODOMETER
85886
Actual

TYPE OF TITLE
Transfer
DATE INS
LOSS OR SALVAGE

NAME AND ADDRESS OF VEHICLE OWNER

**SUMMER TINKER
21 W ANSLEY AVE
MCALESTER OK 74501-2208**

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

**4/23/2018
BB&T DEALER FINANCE**

It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.

CONTROL NO.

(This is not a title number)



IF REGISTERED
OWNER (SELLER) IS
A LICENSED DEALER,
PLACE OKLAHOMA
MOTOR VEHICLE TAX
STAMP HERE

ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: _____)

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): _____

Purchaser(s) Complete Address: _____

Actual Purchase Price of Vehicle: _____

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:



(NO TENTHS)



1. The odometer has exceeded its mechanical limits.



2. The odometer reading is NOT the actual mileage. **Warning—Odometer Discrepancy**

Signature of Seller(s): _____ **Printed Name of Seller(s):** _____

Subscribed and Sworn to Before me this _____ Day of _____, 20____

Notary Public: _____ Commission Expiration: _____

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): _____ **Printed Name of Buyer(s):** _____

Affix
Notary Seal - Stamp
Here

VOID IF ALTERED



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2019
Department: City Council
David Horinek – Public
Prepared By: Works Director
Date Prepared: September 3, 2019

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: 1 (Ordinance)

Subject

Consider and act upon, an ordinance amendment of the City of McAlester designating the Environmental Projects Coordinator as the Floodplain Administrator.

RECOMMENDATION

Motion to pass and approve an Ordinance Amendment to designate the Environmental Projects Coordinator as the Floodplain Administrator.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

9-5-19

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 62, SECTION 364. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR, REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. That Chapter 62, Section 364, of the McAlester City Code is hereby amended to read as follows:

Sec. 62-364. – Designation of floodplain administrator.

The city council of the City of McAlester designates ~~James C. Pitner~~ the Environmental Projects Coordinator, employed by the City of McAlester, as the McAlester Floodplain Administrator to administer and implement the provisions of this article and other appropriate sections of the National Flood Insurance Program regulations in Title 44 CFR pertaining to floodplain management.

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

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

SECTION 4. 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 and be in full force and effect from and after its passage and approval.

PASSED AND THE EMERGENCY CLAUSE ruled on separately this _____ day of September, 2019

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 September, 2019

By: _____
William J. Ervin, City Attorney

**OKLAHOMA WATER RESOURCES BOARD
FLOODPLAIN ADMINISTRATOR ACCREDITATION APPLICATION**

Purpose of Application:

- ☒ Initial accreditation for new community floodplain administrators
- ☐ Renewal accreditation application for existing floodplain administrators

1. APPLICANT INFORMATION

Skimbo _____ Oliver _____ L _____ No _____
 LAST NAME FIRST MIDDLE INITIAL ARE YOU A CFM?

COMMUNITY City of McAlester _____

JOB TITLE Environmental Projects Coordinator _____ EMPLOYMENT DATE 06-17-2019 _____

COMMUNITY MAILING ADDRESS P.O. Box 578, 1st & Washington _____

CITY/STATE/ZIP McAlester Ok. 74502 _____

E-MAIL ADDRESS Oliver.Skimbo@CityOfMcAlester.com _____

TELEPHONE: WORK (918) 423.9300 _____ CELL (918) 470.9315 _____

FAX () _____

2. PLEASE CHECK ALL OF THE FOLLOWING AREAS OF RESPONSIBILITY WHICH YOU ARE INVOLVED IN:

- | | |
|---|---|
| <input checked="" type="checkbox"/> FLOODPLAIN MANAGEMENT
<input checked="" type="checkbox"/> HAZARD MITIGATION
<input type="checkbox"/> BUILDING CODE ENFORCEMENT
<input type="checkbox"/> BUILDING INSPECTION
<input type="checkbox"/> HEALTH CODES
<input type="checkbox"/> ON-SITE SEPTIC SYSTEMS
<input checked="" type="checkbox"/> STORMWATER MANAGEMENT
<input checked="" type="checkbox"/> EMERGENCY MANAGEMENT | <input type="checkbox"/> ZONING ENFORCEMENT
<input type="checkbox"/> MULTI-OBJECTIVE MANAGEMENT
<input type="checkbox"/> COMMUNITY RATING SYSTEM
<input checked="" type="checkbox"/> SUBDIVISION REVIEW
<input checked="" type="checkbox"/> PLANNING REVIEW
<input checked="" type="checkbox"/> WATER AND WASTEWATER SYSTEMS
<input checked="" type="checkbox"/> ENVIRONMENTAL MANAGEMENT
<input type="checkbox"/> OTHER _____ |
|---|---|

3. IS FLOODPLAIN MANAGEMENT YOUR PRIMARY RESPONSIBILITY WITH YOUR EMPLOYER? YES _____ NO ☒ IF NO, DESCRIBE YOUR PRIMARY RESPONSIBILITY AND PERCENT OF TIME DEVOTED TO FLOODPLAIN MANAGEMENT.

_____ Floodplain 25%, Stormwater 25%, Projects 25%, Other 25% _____

4. NUMBER OF YEARS EXPERIENCE IN FLOODPLAIN MANAGEMENT:

PART-TIME: _____0_____ FULL-TIME: _____0_____

5. HAVE YOU COMPLETED ANY OF THE FOLLOWING TRAINING COURSES?

(If yes, attach documentation of training)

YES DATE(S) COURSE NAME

☐ _____ FEMA's E/L-273 "MANAGING FLOODPLAIN DEVELOPMENT THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM" TRAINING COURSE

X 06-26-2019 _ OWRB FPM 101 or OFMA ADVANCED WORKSHOP

☐ _____ FEMA FLOODPLAIN MANAGEMENT/HAZARD MITIGATION COURSE

Title _____

☐ _____ ON-LINE FLOODPLAIN MANAGEMENT TRAINING COURSES

Title _____

☐ _____ ANY OTHER FLOODPLAIN MANAGEMENT RELATED COURSES

Title _____

6. Certified Floodplain Manager Program (CFM®): If you are a current CFM in good standing, please indicate the awarding organization and attach proof of current standing (a copy of your current CFM card). FYI - these courses count for both CFM and Floodplain Administrator Accreditation renewal CECs.

☐ Oklahoma Floodplain Managers Association (OFMA)

☐ Association of State Floodplain Managers (ASFPM)

☐ Other Floodplain Management Associations (please list) _____

7. I CERTIFY THAT THE INFORMATION RECORDED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF APPLICANT

8. APPROVED BY APPOINTING COMMUNITY OFFICIAL

SIGNATURE AND TITLE

RETURN COMPLETED APPLICATION AND APPROPRIATE DOCUMENTATION TO:

OWRB
PLANNING & MANAGEMENT DIV.
3800 N. CLASSEN BLVD.
OKLAHOMA CITY, OK 73118
(405) 530-8800
(405) 530-8900 Fax

OKLAHOMA FLOODPLAIN MANAGERS ASSOCIATION, INC.

MEMBERSHIP APPLICATION



Please print this form and include with your payment to:

Oklahoma Floodplain Managers Association, Inc.
P.O. Box 8101
Tulsa, OK 74101-8101

Name: Oliver Skimbo Title: Environmental Projects Coordinator

Organization: City Of McAlester

Mailing Address: P.O. Box 578, 1st & Washington

McAlester Oklahoma 74502
City State Zip

Phone: Office: 918.423.9300 Fax: _____

Email Address: Oliver.Skimbo@CityOfMcAlester.com

Committee: **Circle One:** PDCCC DRT Outreach Finance
Community Support Insurance & Regulatory Affairs

DUES SCHEDULE:

Fiscal Year is October 1 – September 30.

Membership Type:

Dues:

____ Full Membership \$50.00
____ Agency Membership* \$75.00
____ Corporate Sponsor* \$150.00
* Plus \$10.00 per employee designated by the Agency or Sponsor



STATE OF OKLAHOMA
WATER RESOURCES BOARD
www.owrb.ok.gov

June 19, 2019

Dear Community Official:

By Oklahoma statute, all persons designated as Floodplain Administrator for their community, county, or tribe, must be initially accredited and renewed through the Oklahoma Water Resources Board (OWRB) no later than June 30th each year.

To obtain initial accreditation, please file an application form with the OWRB. The application may be obtained at www.owrb.ok.gov under forms/floodplain management, or on the floodplain management/workshop page. In addition to your application, we need one of the following:

- (1) Completion and proof of continuing education training approved by the OWRB; or
- (2) Proof of current standing as a Certified Floodplain Manager (CFM®) in the certification program of the Oklahoma Floodplain Managers Association (OFMA) or other association.

Please submit the completed application and documentation as soon as possible, **but no later than June 30**, to: OWRB, 3800 N Classen Boulevard, Oklahoma City, OK 73118. A schedule of continuing education classes provided by OWRB and OFMA may be found at the above-referenced website. These one-day workshops are good for six (6) continuing education credits (CECs), which is the amount needed to become accredited and to renew your accreditation each year thereafter.

Initial accreditation is good until June 30th of the following fiscal year. **However**, please note that **all Accreditation renewals** expire on June 30th of **every** year. To renew your Accreditation, you must attend approved training and provide proof-of-training for the **full 6 CECs** taken **before** your Accreditation **expires on June 30th** of that year, or proof of being a CFM® in good standing.

We believe that the accreditation program is a positive step in assuring that persons responsible for important economic decisions affecting the health, safety, and welfare of our citizens be given the opportunity to receive the training needed to assist them in managing development in the floodplains of their community. Please contact Cathy Poage at (580) 256-1014 if you have any questions.

Best regards,

Yohanes Sugeng, CFM, State NFIP Coordinator
Planning & Management Division

3800 N. CLASSEN BOULEVARD • OKLAHOMA CITY, OKLAHOMA 73118
TELEPHONE (405) 530-8800 • FAX (405) 530-8900

Stephen B. Allen • Jennifer Castillo • Charles Darby • Bob Drake
F. Ford Drummond • Suzanne Landess • Robert L. Melton • Matt Muller • Robert Stallings

THE OKLAHOMAN



Duties and Responsibilities of the FPA

State grants communities the police powers to adopt, administer and enforce local codes and regulations. The FPA is responsible for ensuring that development activities comply with the floodplain management regulations and other applicable codes and ordinances.

- **Understand the regulations**
 - *Most important of all duties*
 - You must be able to explain them to others, to review permit applications for compliance, and to provide adequate interpretations.
- **Ensure that permits are applied for**
 - You need to ensure that the public is informed as to when permits are needed and how they are obtained
 - Anyone engaged in a development project without a permit must be told to stop and apply for one
- **Correct violations**
 - You must evaluate complaints, conduct investigations and use legal recourse when necessary to correct violations
- **Process permit applications**
 - Your primary role is to review permit applications for compliance with applicable local regulations
 - This includes
 - Collecting permit fees
 - Assessing accuracy and completeness of the application
 - Evaluating site plans, topographic data, building design plans and other technical data
 - Identifying deficiencies and devising ways to correct them
 - Issuing or denying the permit
 - Helping applicants pursue appeals or requests for variances
- **Coordinate with other programs**
 - You must advise applicant of need for additional local, state or federal permits
 - Responsibility for permit review may reside in your office or be shared with other offices
 - You must notify adjacent communities and state NFIP coordinating agency prior to any alteration or relocation of a watercourse
 - You must notify adjacent communities of plans for substantial commercial development or large subdivision that could affect their special flood hazard areas
- **Ensure projects are built according to approved permits**
 - Your or your staff must perform periodic and timely on-site inspections to confirm compliance of development plans
 - A certificate of use or occupancy is a final permit that allows owner to use the building, which should only be given upon final inspection confirming everything is compliant with approved plans
- **Take enforcement actions**
 - You must act to resolve a situation when noncompliant activities are discovered
- **Keep records**

- You should have on hand a sufficient supply of current permit applications, variance requests (variances are not common!) and other administrative forms
- A project file should be kept for each permit application
- **Maintain and update flood data and maps**
 - You should cooperate with federal, state and local agencies, and private firms, undertaking flood studies
 - You must submit any new floodplain data to the FEMA Regional Office within six months of their development
 - You must notify FEMA Regional Office and the state within one year of an annexation or when your community has assumed or relinquished authority to adopt or enforce floodplain management regulations for a particular area
 - You must notify FEMA Regional Office and the state within six months of physical changes that can affect flooding conditions
- **Update the ordinance**
 - If your community is notified of changes in federal or state laws and/or regulations that would require changing your floodplain management ordinance, you must revise your ordinance within six months
 - Similarly, if you are given new flood data by FEMA, you have six months to update your ordinance to adopt the data and regulatory requirements for that data
 - A certified copy of any ordinance revision should be submitted to the FEMA Regional Office and to the state NFIP coordinating agency (OWRB) promptly after adoption



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 10, 2019</u>	Item Number:	<u>2</u>
Department:	<u>Community Development</u>	Account Code:	<u></u>
Prepared By:	<u>Jayne Clifton, Director</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 22, 2019</u>	Exhibits:	<u>10</u>

Subject

Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning districts for The S/2 S/2 of Lot 2 (Aka S/2 S/2 SW/4 NW/4) in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma less and except a Tract Of Land, from R-1B Single-family Residential District to R-3 Multiple-family Dwelling District.

Recommendation

Motion to act upon and approve the above Ordinance changing the classification of the zoning districts for the property identified in the Ordinance from R-1B Single-family Residential District to R-3 Multiple-family Dwelling District and authorizing the Mayor to sign the ordinance.

Discussion

The applicant Elk, Inc., represented by Mike Kirk, is requesting a zoning change for the subject property from R-1B Single-family Residential District to R-3 Multiple-family Dwelling District. The McAlester Planning and Zoning Commission met on August 20, 2019 and voted (7 Yes to 1 No) to recommend that the applicant's rezoning request be approved as presented.

The following documents are attached for your reference:

1. Draft Ordinance
2. Draft Minutes of the August 20, 2019 Planning Commission Meeting
3. Planning and Zoning Staff Report
4. Rezoning Request Application
5. Plat of Survey
6. Abstractor's Certified Radius Report
7. Area of Request & Site Location Maps
8. Notice to Property Owners within 300 feet
9. Affidavit of Publication in Newspaper
10. Picture of Sign Posted on Property

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	J. Clifton	08/30/2019
City Manager	P. Stasiak <i>PJS</i>	9-5-19

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR THE S/2 S/2 OF LOT 2 (AKA S/2 S/2 SW/4 NW/4) IN SECTION 19, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA LESS AND EXCEPT A TRACT OF LAND, FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-3 MULTIPLE-FAMILY DWELLING DISTRICT.

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

SECTION 1. GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

Changing the classification of zoning district for The S/2 S/2 of Lot 2 (Aka S/2 S/2 SW/4 NW/4) in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma LESS AND EXCEPT a Tract Of Land more particularly described as Beginning at the SW Corner of the S/2 S/2 of Lot 2; Thence N89°59'49"E along the South Line of Lot 2 a distance of 350 feet to the True Point of Beginning; Thence North and parallel with the West Line of Lot 2 a distance of 50 feet; Thence N89°59' 17"E a distance of 100 feet; Thence North and parallel with the West Line of Lot 2 to a distance of 50 feet; Thence N89°59'17"E a distance of 280 feet; Thence North and parallel with the West Line of Lot 2 to a point on the North Line of said S/2 S/2 of Lot 2; Thence N89°59'17"E a distance of 551.98 feet; Thence S0°09'31"W a distance of 330.31 feet to the SE Corner of Lot 2; Thence S89°59'49"W a distance of 931.07 feet to the Point Of Beginning, from R-1B Single-family Residential District to R-3 Multiple-family Dwelling District.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this _____ day of _____ 2019.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By _____
John Browne, Mayor

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
William J. Ervin, City Attorney

McALESTEROK

Community Development Department

28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4970



PLANNING COMMISSION STAFF REPORT August 20, 2019

To: McAlester Planning Commission
From: Jayme Clifton, Community Development Director
Samantha Perry, Planning Technician/Executive Assistant
Date: August 19, 2019

Case: PC #418 Request to Rezone

Applicant: Elk, Inc.
Zoning District: R-1B Single-family District
Location: 3012 Elk Rd. McAlester, OK 74501
Legal Description: The S/2 S/2 of Lot 2 (Aka S/2 S/2 SW/4 NW/4) in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma LESS AND EXCEPT a Tract Of Land more particularly described as Beginning at the SW Corner of the S/2 S/2 of Lot 2; Thence N89°59'49"E along the South Line of Lot 2 a distance of 350 feet to the True Point of Beginning; Thence North and parallel with the West Line of Lot 2 a distance of 50 feet; Thence N89°59' 17"E a distance of 100 feet; Thence North and parallel with the West Line of Lot 2 to a distance of 50 feet; Thence N89°59'17"E a distance of 280 feet; Thence North and parallel with the West Line of Lot 2 to a point on the North Line of said S/2 S/2 of Lot 2; Thence N89°59'17"E a distance of 551.98 feet; Thence S0°09'31"W a distance of 330.31 feet to the SE Corner of Lot 2; Thence S89°59'49"W a distance of 931.07 feet to the Point Of Beginning.

General Description:

Applicant is requesting change in zoning from R-1B Single-family District to R-3 Multiple-Family Dwelling District

General Notifications:

Posting of Sign on Property August 6, 2019
Publication in McAlester News Capital August 3, 2019

Notification to Property Owners within 300 Feet:

Property Owners within 300 feet 11 (Mailed on August 6, 2019)
Notification receipts received 7

**PLANNING COMMISSION
STAFF REPORT – PC Case #418
August 20, 2019**

Page 3 of 3

Notification Returned Unclaimed	3
Notifications Still Out	1

Attachments:

Application
Plat of Survey
Area of Request Map with Area Zoning Shown
Site Location Map
Notice to Property Owners within 300 feet
Affidavit of Publication
Picture of Sign Posted on Property

Background Information:

The applicant Elk, Inc., represented by Mike Kirk, purchased the property on May 31, 2019 and wishes to build apartments on the subject property.

Sec. 62-256. R-1B single-family residential district.

- (a) General description. The R-1B single-family residential district is established as a district in which the use of land is for single-family dwellings, yet providing for a somewhat higher density with basic restrictions similar to the R-1A single family residential district. The development and continued use of this land for residential dwellings is encouraged and the encroachment of commercial and industrial use or any other use which would substantially interfere with the development of or continuation of this district as residential is prohibited. Any use which would generate traffic or create congestion on neighborhood streets other than normal traffic which serves the residences on the street is discouraged. Encouraged are those uses, which, because of character or size would not create additional requirements and costs for public services, which are in excess of such requirements and costs if the district were developed solely for residential dwellings.
- (b) Uses permitted.
 - (1) Single-family dwellings.
 - (2) Accessory buildings, including private garages, and uses customarily incidental to the primary use.

Sec. 62-259. R-3 multiple-family dwelling district.

- (a) General description. This is a residential district designed to provide for medium and high population density. The principal use of land can range from single-family to multiple-family and garden apartment uses. Certain uses which are functionally more compatible with intensive residential uses than with commercial uses are permitted, as are recreational, religious, and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship of each element.
- (b) Uses permitted.
 - (1) Single-family dwellings.
 - (2) Two-family (duplex) residential dwellings, including garage apartments.
 - (3) Roominghouses or boardinghouses.
 - (4) Multiple-family dwellings, including condominiums, townhouses or apartments.
- (c) Uses permitted after review. The following uses may be permitted after review by the city planning commission in accordance with provisions in section 62-129:

- (1) Lodges or other service institutions, provided they are located on a lot of at least one acre, and have major street frontage, as shown on the major street plan.
- (2) Municipal uses; public buildings and public utilities, in conjunction with one of the other permitted uses, subject to screening provisions found in section 62-307.
- (d) Area regulations. The following requirements shall apply to all permitted uses. All lots shall comply with the specific lot definition and yard definition found in section 62-1.
 - (1) Minimum lot area and use intensity. The following requirements shall apply:
 - a. There shall be a lot area of not less than 4,500 square feet for a single-family dwelling, no less than 8,000 square feet for a two-family dwelling, and no less than 8,000 square feet plus an additional area of no less than 2,000 square feet for each family that is more than two, occupying a dwelling.
 - (2) Minimum lot frontage. The following requirements apply:
 - a. For single-family dwellings, or single-family dwellings and garage apartments, there shall be a minimum lot width of no less than 50 feet at the front building line. The lot shall abut on an open street a distance of no less than 35 feet.
 - b. For two-family dwellings (duplexes), the minimum lot width shall be no less than 60 feet at the front building line. The lot shall abut on an open street a distance of no less than 45 feet.
 - c. Multiple-family residential uses shall have a minimum lot width of 60 feet, plus an additional ten feet at the building line for each additional dwelling unit other than two. The lot width at the front building line shall not be required to be greater than 200 feet.
 - d. All other nonresidential allowed uses shall have a minimum lot width of not less than 100 feet.
 - (3) Maximum percentage of coverage. The following requirements shall apply:
 - a. Main and accessory buildings shall not cover more than 50 percent of the lot area
 - (4) Maximum height. No building shall exceed 2.5 stories or 35 feet in height, except as provided in section 62-187. There is no limit on multiple-family dwellings.
 - (5) Front yard setback. All buildings shall be set back from the street right-of-way lines to comply with the following front yard requirements:
 - a. The minimum depth of the residential front yard shall be 25 feet. All other allowed uses shall be 35 feet.

Staff Analysis:

The subject property currently includes a single-family residence on 4.73 acres. The property adjoins Elk Road for 330 feet on the west side and is near S George Nigh Expressway. Elk Road is 27-feet wide as measured from back of curb.

The surrounding area includes C-5 highway commercial and commercial recreation district directly to the north and to the west and then single-family residential district to the east and to the south. The surrounding uses include a mix of agriculture, residential, institutional, and commercial. The Planning Commission and City Council approved zoning to the south in June 2018 for a planned housing development that would include 62 units of affordable rental and independent elder housing; however, following the approved zoning, the project to plat the subdivision had not progressed beyond the preapplication plans and data.

Staff has not received any written responses from the surrounding property owners that are in favor or in opposition to the application.

Staff Recommendation:

The impact to the adjacent community is reasonable, the use is comparable to many of the existing uses in the surrounding area. The property has ample area to accommodate a multi-family development and good road access. Staff recommends approval of the applicant's request to rezone the property described above from the R-1B single family residential district to R-3 multiple-family dwelling district.

The zoning map amendment request is tentatively scheduled for the September 10, 2019 council meeting, pending the recommendation of the planning commission. A majority vote of the planning commission members present and voting are required to recommend approval to the council.

Appeal Language if Rezoning Request Not Approved by Planning Commission

Sec. 62-157 (g) If the planning commission fails to set up a petition for amendment for public hearing within 30 days after its proper filing with the planning commission at a regular scheduled meeting; or if after public hearing, the planning commission fails to recommend that this article be amended in accordance with such petition for amendment, such failure shall be deemed the final determination and decision of the planning commission. The final determination of the planning commission may be appealed to the city council provided a written request for a hearing before the city council is served on the chairman of the planning commission within 15 days after the final determination of the planning commission.

FOR OFFICE USE ONLY	
<p>- CITY OF McALESTER, OKLAHOMA -</p> <p>APPLICATION FOR ZONING, REDISTRICTING AND PERMISSIVE USE</p>	
DATE _____	APPLICATION NUMBER _____
A filing fee of _____ has been paid.	

PROCEDURE

1. I, (we), the undersigned, being owners of the following described property, do hereby respectfully make application to the McAlester Planning Commission and the City Council to rezone the property as described below:

LEGAL DESCRIPTION: See Attached

LOCATION OR ADDRESS OF PROPERTY: 3012 Elk Rd. McAlester OK 74501

THE PROPERTY REQUESTED TO BE REZONED IS OWNED BY:

<u>NAME</u>	<u>ADDRESS</u>
A. <u>Elk Inc.</u>	<u>30. E 1st & Choctaw, McAlester</u>
B. _____	_____
C. _____	_____
D. _____	_____

2. IT IS REQUESTED THAT THE DESCRIBED PROPERTY BE REZONED:

FROM: R-1B TO: R-3

FRONTAGE IN FEET: <u>330.09'</u>	DEPTH IN FEET: <u>1326.31'</u>	TOTAL SQUARE FEET: <u>405,738.9</u>
-------------------------------------	-----------------------------------	--

(Commercial rezoning request requires a minimum of 50,000 square feet.)

The applicant must attach the names and addresses of the owners of record within 300 feet of the exterior boundaries of the property obtained from an abstractor or other qualified persons.

Signature of Applicant(s) Address (include zip code) Telephone #

See Attached

4. The following information is required for permit on review, otherwise this additional information is requested but not required.

PROPOSED USE TO BE: _____

ATTACH A PLOT PLAN FOR ALL BUILDINGS PROPOSED TO BE CONSTRUCTED.

	Existing Structures	Proposed Structures
a. Front Yard Set-Back	_____ ft.	_____ ft.
b. Side Yard Set-Back	_____ ft.	_____ ft.
c. Rear Yard Set-Back	_____ ft.	_____ ft.
d. Building Height	_____ ft.	_____ ft.
e. Number Off-Street Parking Spaces	_____	
f. Type of Parking Surface	_____	
g. Percent of Lot area Covered	_____	

5. PUBLIC UTILITIES WHICH SERVE THE PROPERTY ARE:
(Approval of City Engineer)

a. Street Name _____	Easement Width _____
Surface Width _____	Surface Type _____
b. Storm Sewer Size _____	c. Sanitary Sewer Size _____
d. Water Main Size _____	e. Septic System _____

PLAT OF SURVEY
PREPARED BY: MILLIGAN LAND SURVEYING PLLC
C.A. 5298 (PLS) exp 06/30/2021
216 Peaceable Ridge, McALESTER, OK 74501
Cell 918-429-5999 Fax 918-423-7761

FOR: LIBERTY ABSTRACT AND TITLE CO.
P.O. BOX 1347
McALESTER, OK 74502

ADDRESS: 3012 ELKS
McALESTER, OK 74501

ELK INC. basis of north:
west section line N00°00'06"E

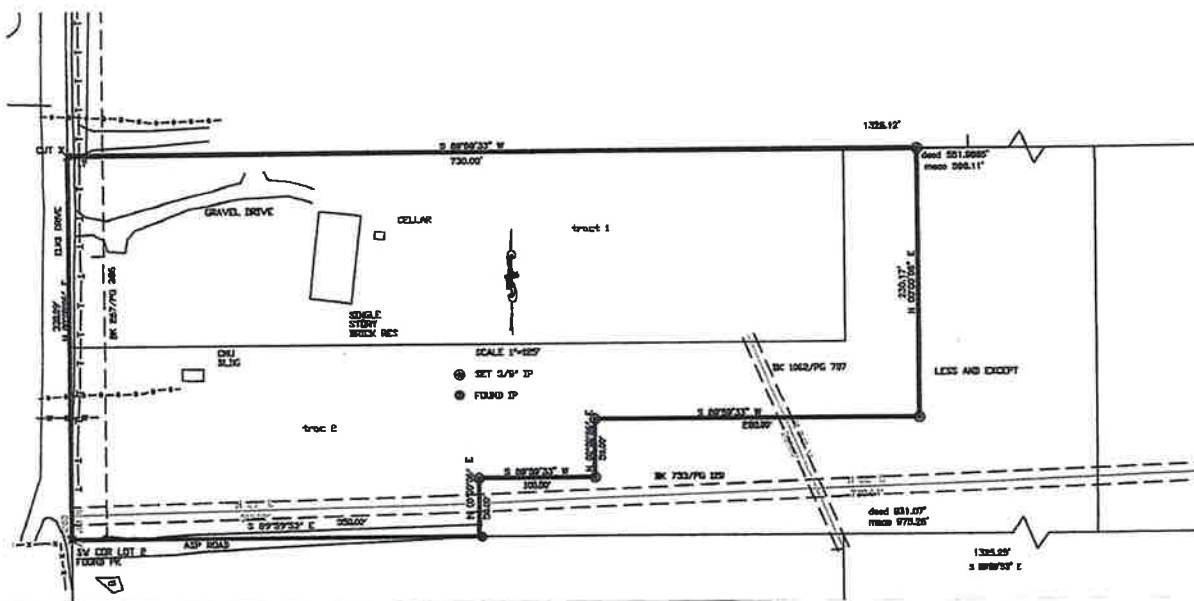
OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY

EASEMENTS:

- RWD NO 5 IN BK 267/PG 386(AFFECTED)
- PSO IN BK 385/327 (SERVICE LINE)
- CITY OF McALESTER IN BK 733/PG 120 (AFFECTED)
- SEWER LINE IN BK 1062/ PG 707(AFFECTED)
- STATUTORY EASEMENT FOR ROADWAY PURPOSES

Engineering Dept

RECEIVED
8/11/2019
KK



THE S/2 S/2 OF LOT 2 (AKA S/2 S/2 SW/4 NW/4) IN SECTION 19, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA

LESS AND EXCEPT:

A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE S/2 S/2 OF LOT 2; THENCE N89°59'49"E ALONG THE SOUTH LINE OF LOT 2 A DISTANCE OF 350 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF LOT 2 A DISTANCE OF 50 FEET; THENCE N89°59'17"E A DISTANCE OF 100 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF LOT 2 A DISTANCE OF 50 FEET; THENCE N89°59'17"E A DISTANCE OF 280 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF LOT 2 TO A POINT ON THE NORTH LINE OF SAID S/2 S/2 OF LOT 2; THENCE N89°59'17"E A DISTANCE OF 551.98 FEET; THENCE S0°09'31"W A DISTANCE OF 330.31 FEET TO THE SE CORNER OF LOT 2; THENCE S89°59'49"W A DISTANCE OF 931.07 FEET TO THE POINT OF BEGINNING.

MILLIGAN LAND SURVEYING PLLC.
C.A. 5298 (PLS) exp 06/30/2021
Peaceable Ridge, McALESTER, OK 74501
Cell 918-429-5999 Fax 918-423-7761

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

Will Milligan 5/24/2019

WILL MILLIGAN, LS # 1661

LIBERTY ABSTRACT COMPANY, INC.

101 E. Carl Albert Pkwy.
McAlester, Oklahoma 74501
918-423-0817

CERTIFICATE

The S½ S½ of Lot 2 (also known as the S½ S½ SW¼ NW¼), in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma;

LESS AND EXCEPT

A Tract of Land more particularly described as follows:

Beginning at the Southwest Corner of the S½ S½ of Lot 2;

Thence N 89° 59' 49" E along the South Line of Lot 2 a distance of 350 feet to the True Point of Beginning;

Thence North and parallel with the West Line of Lot 2 a distance of 50 feet;

Thence N 89° 59' 17" E a distance of 100 feet;

Thence North and Parallel with the West Line of Lot 2 a distance of 50 feet;

Thence N 89° 59' 17" E a distance of 280 feet;

Thence North and Parallel with the West Line of Lot 2 to a point on the North Line of said S½ S½ of Lot 2;

Thence N 89° 59' 17" E a distance of 551.98 feet;

Thence S 00° 09' 31" W a distance of 330.31 feet to the Southeast Corner of Lot 2;

Thence S 89° 59' 49" W a distance of 931.07 feet to the Point of Beginning.

I, Mary Alice Trammell, Bonded Abstractor, License No. 0627 and Vice President of LIBERTY ABSTRACT COMPANY, INC., hereby certifies that the attached list constitutes all the names of all owners of record as shown by the current year's tax rolls in the Office of the County Treasurer of Pittsburg County and State of Oklahoma, of property abutting and within three hundred feet in any direction from the legal description shown above. All persons required to be notified by 11 O. S. Section 659.3 (1975) and all mailing addresses obtainable are indicated as required.

ABSTRACTOR'S NOTE: We have checked the records pertaining to the above described real estate and have recorded our findings as requested. We have exercised due care in preparing this report; however, we assume no liability on our abstractor's bond for the correctness of information furnished or interpretation of any instrument filed of record.

Dated this 26th day of June, 2019.

Mary Alice Trammell, License No. 0627
LIBERTY ABSTRACT COMPANY, INC.
Of McAlester, Inc.

Subscribed and sworn to before me this 26th day of June, 2019.

My commission expires:

2-28-22
02003696

Notary Public

Order No. 10023-19 sc

RECORD OWNER

Kevin Connor
Elizabeth Connor
27 Jamestown Circle
McAlester, Oklahoma 74501

Life Church Inc
1300 South George Nigh
McAlester, Oklahoma 74501

Life Church Inc
P.O. Box 87
McAlester, Oklahoma 74502

LEGAL DESCRIPTION OF PROPERTY

Tract in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) lying South of Highway No. 69, in Section 19, Township 5 North, Range 15 East, described as:
Beginning 266.68 feet North of the Southwest Corner of N $\frac{1}{2}$ S $\frac{1}{2}$ Lot 2 for the point of beginning;
Thence S 88° 43' 43" E a distance of 253.93 feet;
Thence N 01° 13' 07" W a distance of 417.64 feet to the South Right-of-Way Line of Highway No. 69;
Thence Southwesterly along the right-of-way to the West Line of Lot 2;
Thence South along the West Line of Section 19 to the point of beginning.

Tract in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$), in Section 19, Township 5 North, Range 15 East, described as:
Beginning at a point 25 feet North of the Southwest Corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ Lot 2;
Thence S 88° 44' 01" E a distance of 566.36 feet;
Thence N 07° 55' 32" W a distance of 756.97 feet to a point on the South right-of-way line of the highway;
Thence S 67° 51' 52" W along the right-of-way line approximately 229.69 feet;
Thence S 01° 13' 07" W a distance of 417.65 feet;
Thence N 88° 43' 43" W a distance of 253.93 feet to a point on the West Line of Lot 2;
Thence South along the West Line of Lot 2 a distance of 241.68 feet to the point of beginning.

Tract in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 19, Township 5 North, Range 15 East, described as:
Beginning at the Southwest Corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ Lot 2;
Thence N 88° 44' 01" E a distance of 1326.02 feet to the Southeast Corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ Lot 2;
Thence N 01° 06' 24" W a distance of 280.44 feet;
Thence S 86° 02' 47" W a distance of 279.79 feet;
Thence N 15° 22' 19" W a distance of 683.47 feet to a point on the South Right-of-Way Line of Highway No. 69;
Thence S 67° 51' 52" W along said right-of-way a distance of 430.41 feet;
Thence S 07° 55' 32" E a distance of 756.97 feet;
Thence S 88° 44' 01" W a distance of 566.36 feet to a point on the West Line of Lot 2;
Thence S 01° 15' 19" E along the West Line of Lot 2 a distance of 25 feet to the point of beginning.

Eddie Foraker
Heather Foraker
3106 Elk Drive
McAlester, Oklahoma 74501

A tract in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 19,
Township 5 North, Range 15 East, described as:
Beginning at the Southwest Corner of the S $\frac{1}{2}$ S $\frac{1}{2}$
of Lot 2;
Thence N 89° 59' 49" along the South Line of Lot
2 a distance of 350 feet to the point of beginning;
Thence North parallel with the West Line of Lot 2
a distance of 50 feet;
Thence N 89° 59' 17" E a distance of 100 feet;
Thence North parallel with the West Line of Lot 2
a distance of 50 feet;
Thence N 89° 59' 17" E a distance of 280 feet;
Thence North parallel with the West Line of Lot 2
to a point on the North Line of said S $\frac{1}{2}$ S $\frac{1}{2}$ Lot 2;
Thence N 89° 59' 17" E a distance of 551.98 feet;
Thence S 00° 09' 31" W a distance of 330.31 feet
to the Southeast Corner of Lot 2;
Thence S 89° 59' 49" W a distance of 931.07 feet
to the point of beginning.

Hiram Impson Jr.
P.O. Box 519
McAlester, Oklahoma 74502

Tract in Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 19,
Township 5 North, Range 15 East, described as:
Beginning at a point 551.98 feet West of the
Northeast Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South a distance of 230 feet;
Thence West a distance of 280 feet;
Thence South a distance of 50 feet;
Thence West a distance of 100 feet;
Thence South a distance of 50 feet;
Thence West a distance of 350 feet;
Thence North a distance of 165.05 feet;
Thence East a distance of 666.63 feet;
Thence North a distance of 165.05 feet;
Thence East on the North Line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$
SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the point of beginning.

Hiram Impson Jr.
P.O. Box 519
McAlester, Oklahoma 74502

Tract in the S $\frac{1}{2}$ S $\frac{1}{2}$ Lot 2, in Section 19,
Township 5 North, Range 15 East, described as:
Beginning at the Southwest Corner of Lot 2;
Thence N 165.05 feet along the West Line of Lot
2 to the True Point of Beginning;
Thence North a distance of 165.05 feet along the
West Line of Lot 2;
Thence N 89° 55' 24" E a distance of 666.80 feet;
Thence South a distance of 165.05 feet;
Thence West a distance of 666.653 feet to the
Point of Beginning.

Edward R. Foraker
3106 Elk Drive
McAlester, Oklahoma 74501

The Easterly 718 feet of the Northerly 346.5 feet
of Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$);
And the Southerly 80 feet of the Northerly 346.5
feet of the Westerly 279.5 feet of the Easterly
997.5 feet of Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$);
And the Easterly 9 feet of the Westerly 602 feet
of the Northerly 248 feet of Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$);
In Section 19, Township 5 North, Range 15 East.

Dustin K. Young
Lisa G. Young
3104 Elk Drive
McAlester, Oklahoma 74501

Westerly 270.5 feet of the Easterly 279.5 feet of the Westerly 602 feet of the Northerly 248 feet of Lot 3 (NW¼ SW¼);
And the Easterly 279.5 feet of the Westerly 602 feet of the Southerly 18.5 feet of the Northerly 266.5 feet of Lot 3 (NW¼ SW¼);
In Section 19, Township 5 North, Range 15 East.

BPOE Elks Club
3100 Elk Drive
McAlester, Oklahoma 74501

The Northerly 346.5 feet of the Westerly 322.5 feet of Lot 3 (NW¼ SW¼), in Section 19, Township 5 North, Range 15 East.

Elks Road Investments LLC
P.O. Box 487
McAlester, Oklahoma 74502

Tract in the NE¼ SE¼ of Section 24, Township 5 North, Range 14 East, described as:
Beginning at the Northeast Corner of the NE¼ SE¼ of Section 24;
Thence S 89° 03' 30" W along the North Line of the NE¼ SE¼ a distance of 80 feet to the point of beginning;
Thence S 01° 11' 26" E a distance of 232 feet;
Thence S 89° 03' 30" W a distance of 224 feet;
Thence N 01° 11' 26" W a distance of 232 feet;
Thence N 89° 03' 30" E along the North Line of the NE¼ SE¼ a distance of 224 feet to the point of beginning.

Choctaw Nation of Oklahoma
Land & Title Office
P.O. Box 1210
Durant, Oklahoma 74702

The N¼ NE¼ SE¼ and
The SW¼ NE¼ SE¼ and
A tract in the SE¼ NE¼ SE¼ of Section 24, Township 5 North, Range 14 East, described as:
Beginning at the Northeast Corner of the SE¼ NE¼ SE¼;
Thence West a distance of 80 feet;
Thence South a distance of 232 feet;
Thence West a distance of 224 feet;
Thence North a distance of 232 feet;
Thence West a distance of 356 feet;
Thence South a distance of 660 feet;
Thence East a distance of 660 feet;
Thence North a distance of 660 feet to the point of beginning.

First National Bank & Trust Co
235 East Choctaw Avenue
McAlester, Oklahoma 74501

Tract in the SE¼ NE¼ of Section 24, Township 5 North, Range 14 East, described as:
Beginning at the Southeast Corner of the SE¼ NE¼;
Thence N 89° 35' 49" W a distance of 381.60 feet;
Thence N 00° 06' 46" E a distance of 493.73 feet;
Thence N 87° 55' 39" E a distance of 381.60 feet;
Thence S 00° 04' 55" W a distance of 510.21 feet to the point of beginning.

First National Bank & Trust Co
235 East Choctaw Avenue
McAlester, Oklahoma 74501

Tract in the SE¼ NE¼ of Section 24, Township 5 North, Range 14 East, described as:
Commencing at a point 394.6 feet South of the Northeast Corner of the SE¼ NE¼;
Thence S 69° 09' 54" W a distance of 107.53 feet for the point of beginning;
Thence S 00° 04' 55" E a distance of 50.08 feet;
Thence S 74° 54' 51" W a distance of 50.18 feet;
Thence S 01° 14' 33" E a distance of 150.47 feet;
Thence N 88° 00' 44" E a distance of 128.98 feet;
Thence S 00° 04' 55" W a distance of 167.88 feet;
Thence West a distance of 365.09 feet;
Thence North a distance of 282.28 feet;
Thence N 69° 09' 54" E a distance of 303.37 feet to the point of beginning.

Angel's Diner LLC
1402 South George Nigh
McAlester, Oklahoma 74501

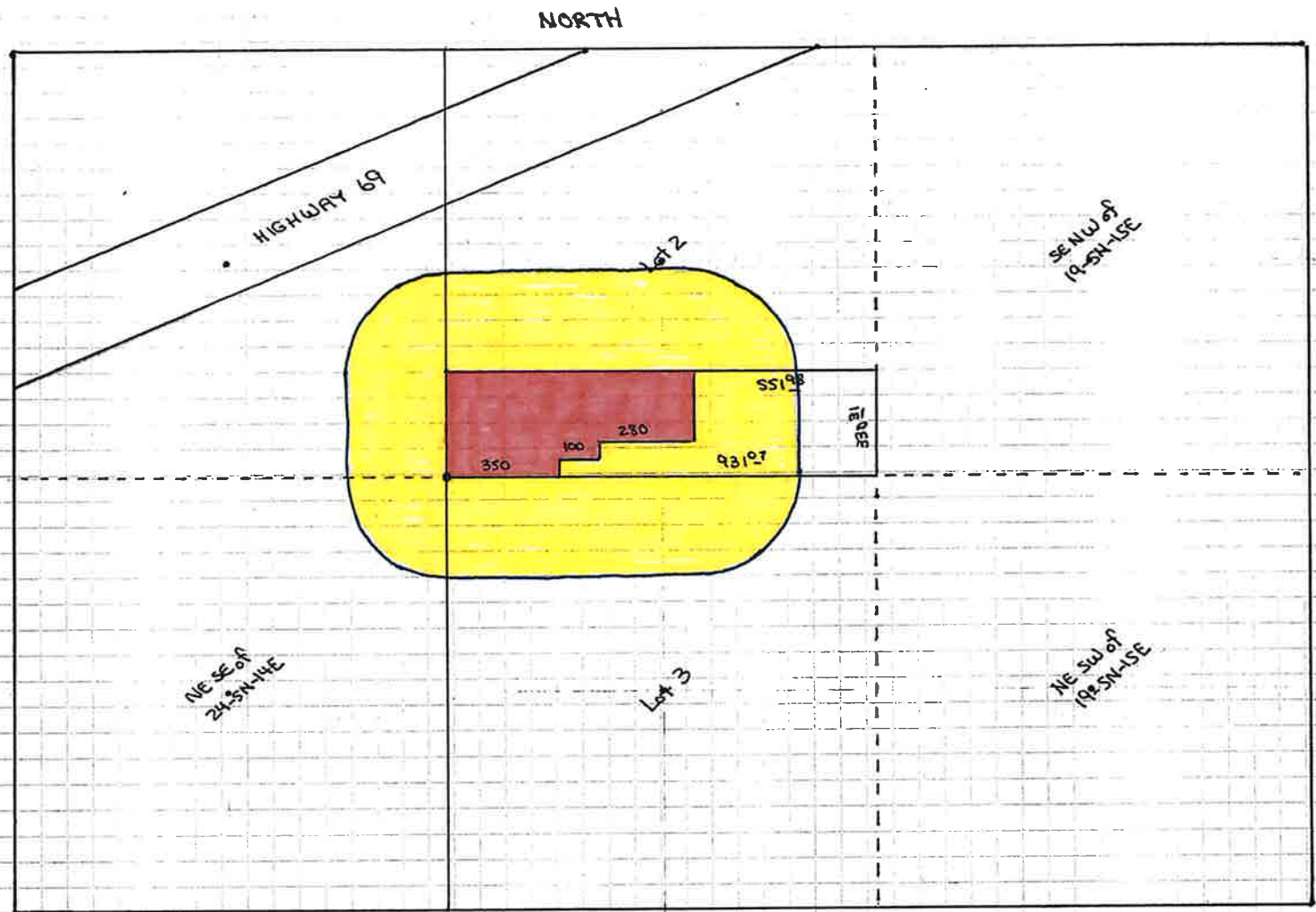
Tract in the SE¼ NE¼ of Section 24, Township 5 North, Range 14 East, described as:
Beginning at a point 394.6 feet S 00° 04' 55" W of the Northeast Corner of the SE¼ NE¼ on the East Line of the SE¼ NE¼ and the South Right-of-Way Line of Highway No. 69;
Thence S 69° 09' 54" W a distance of 17.66 feet to the point of beginning;
Thence S 00° 04' 55" W a distance of 241.06 feet;
Thence S 88° 00' 44" W a distance of 128.98 feet;
Thence N 01° 14' 33" W a distance of 150.47 feet;
Thence N 74° 54' 51" E a distance of 50.18 feet;
Thence N 00° 04' 55" E a distance of 50.08 feet;
Thence N 69° 09' 54" E a distance of 89.57 feet to the point of beginning.

City of McAlester
McAlester, Oklahoma

Easements, Alleys, Public Ways.

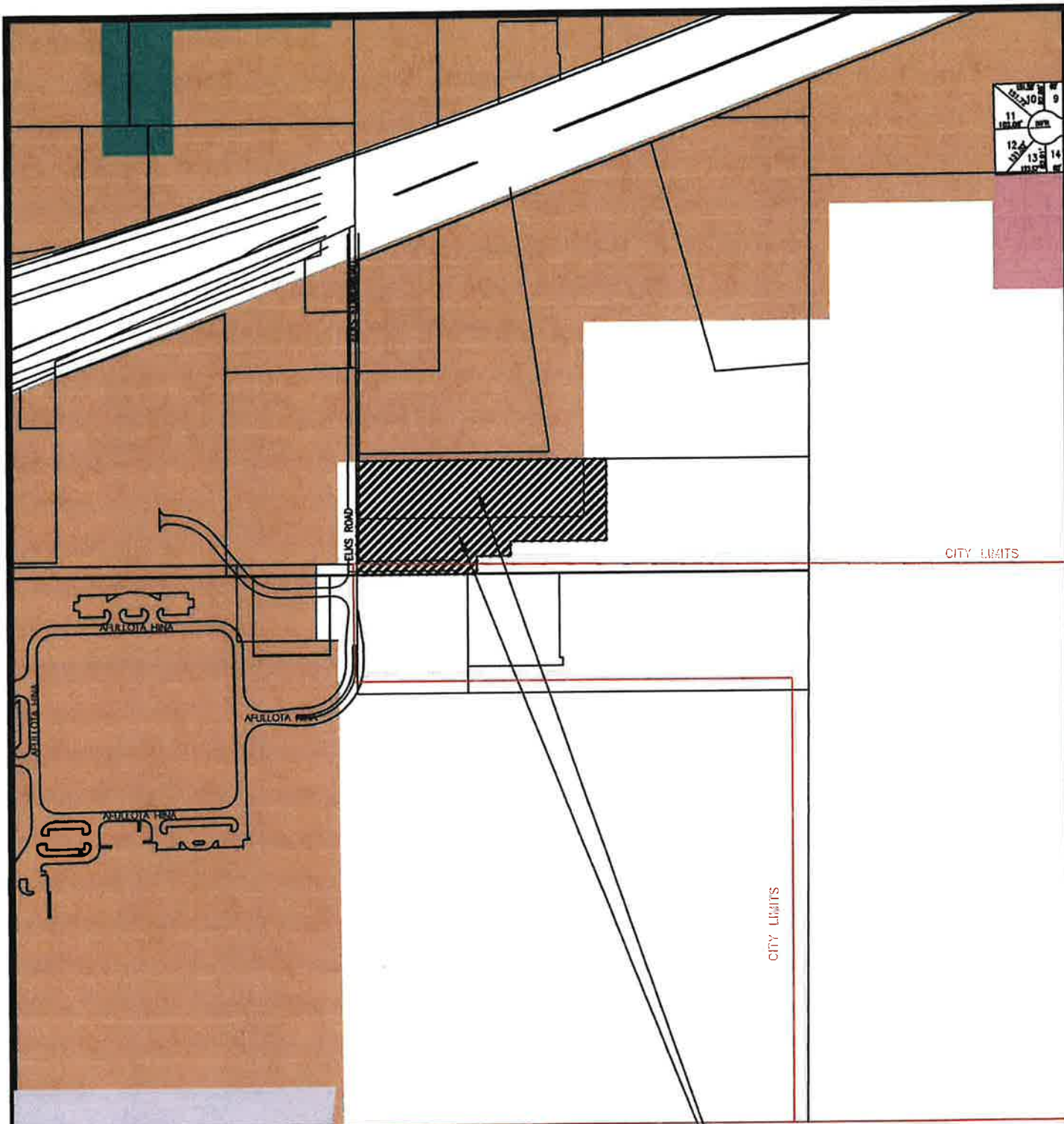
Pittsburg County Board of
County Commissioners

Easements, Alleys, Public Ways.



NOTE: This is an arbitrary plot.

SOUTH



- | | | | |
|------|--|-----|--|
| A-1 | | C-3 | |
| R-1a | | C-4 | |
| R-1B | | C-5 | |
| R-2 | | H-1 | |
| R-3 | | I-1 | |
| C-1 | | I-2 | |
| C-2 | | | |

SCALE: 1" = 400'

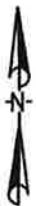
AREA OF
REQUEST



Prepared By:
City of McAlester
Engineering Department



SITE
LOCATION



SCALE: 1" = 400'



Prepared By:
City of McAlester
Engineering Department

McALESTEROK

Community Development Department

28 E. Washington • PO Box 578 • McAlester, Oklahoma 74502 • 918-423-9300 • FAX 918-421-4970



July 10, 2019

RE: P.C. Case #418

Dear Property Owner:

An application requesting the rezoning of the following described property from R-1B Single-family Residential District to R-3 Multiple-Family Dwelling District has been filed with the Community Department of the City of McAlester:

LOCATION: 3012 Elk Rd., McAlester, Oklahoma 74501

LEGAL: The S/2 S/2 of Lot 2 (Aka S/2 S/2 SW/4 NW/4) in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma LESS AND EXCEPT a Tract Of Land more particularly described as Beginning at the SW Corner of the S/2 S/2 of Lot 2; Thence N89°59'49"E along the South Line of Lot 2 a distance of 350 feet to the True Point of Beginning; Thence North and parallel with the West Line of Lot 2 a distance of 50 feet; Thence N89°59' 17"E a distance of 100 feet; Thence North and parallel with the West Line of Lot 2 to a distance of 50 feet; Thence N89°59'17"E a distance of 280 feet; Thence North and parallel with the West Line of Lot 2 to a point on the North Line of said S/2 S/2 of Lot 2; Thence N89°59'17"E a distance of 551.98 feet; Thence S0°09'31"W a distance of 330.31 feet to the SE Corner of Lot 2; Thence S89°59'49"W a distance of 931.07 feet to the Point Of Beginning.

PROPOSED CHANGE: From: R-1B Single-family Residential District
To: R-3 Multiple-Family Dwelling District

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, August 20, 2019 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community Development Department prior to the Public Hearing. Written responses should be received by Tuesday, August 13, 2019.

Please be advised that if the Tuesday, August 20, 2019 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc.; the August 20, 2019 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the August 20th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, September 17, 2019 McAlester Planning Commission meeting at 6:30 p.m.

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Public Hearing.

Sincerely,

Samantha Perry
Executive Assistant/Planning Tech
Community Development Department

Attachment(s): Area of Request and Site Location Maps

cc: John Browne, Mayor
Cully Stevens, 2nd Ward Councilman
Mark Emmons, Planning Commission Chairman

Community Development Director – ext. 4951

Building Inspector – ext. 4985

Code Enforcement – ext. 4982

Mechanical Inspector – ext. 4987

Executive Asst./Planning Tech – ext. 4984

Plumbing/Electrical Inspector – ext. 4981



RE-ZONING NOTICE
THIS PROPERTY IS THE SUBJECT
OF A RE-ZONING
REQUEST
FOR MORE
Information
See Your Realtor
To The Right

08/07/2019

AFFP

3012 ELK RD REZONE \$60.90

McAlester News-Capital

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

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

August 03, 2019

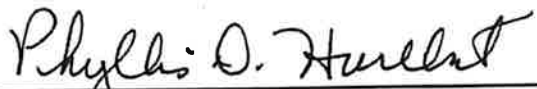
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



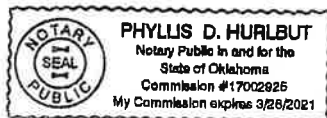
Sales Representative

Subscribed to and sworn to me this 3rd day of August 2019.



Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



03100051 00027868

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

(Published in the McAlester News-Capital August 3rd, 2019.)

CITY OF MCALESTER
NOTICE OF HEARING
ON REZONING

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, August 20, 2019 at 6:30 p.m. concerning a rezoning application filed for the following described property:

LOCATION: 3012 Elk Rd, McAlester, Oklahoma 74501

LEGAL: The S/2 S/2 of Lot 2 (Aka S/2 S/2 SW/4 NW/4) in Section 19, Township 5 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma LESS AND EXCEPT a Tract Of Land more particularly described as Beginning at the SW Corner of the S/2 S/2 of Lot 2; Thence N89°59'49"E along the South Line of Lot 2 a distance of 350 feet to the True Point of Beginning; Thence North and parallel with the West Line of Lot 2 a distance of 50 feet; Thence N89°59' 17"E a distance of 100 feet; Thence North and parallel with the West Line of Lot 2 to a distance of 50 feet; Thence N89°59'17"E a distance of 280 feet; Thence North and parallel with the West Line of Lot 2 to a point on the North Line of said S/2 S/2 of Lot 2; Thence N89°59'17"E a distance of 551.98 feet; Thence S0°09'31"W a distance of 330.31 feet to the SE Corner of Lot 2; Thence S89°59'49"W a distance of 931.07 feet to the Point Of Beginning.

PROPOSED CHANGE: From: R-1B Single-family Residential District

To: R-3 Multiple-Family Dwelling District

Any person wishing to appear in support or opposition to the proposed rezoning may do so in the Council Chambers, Municipal Building, located at 28 E. Washington Avenue, McAlester, Oklahoma, at the above date and time.

FURTHER NOTICE IS HEREBY GIVEN to all property owners and residents of the City of McAlester, that if the Tuesday, August 20, 2019 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the August 20th Planning Commission meeting will be adjourned to be continued to a new specific date and time as announced at the August 20th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, September 17, 2019 McAlester Planning Commission meeting at 6:30 p.m.

/s/ Pete Stasiak, City Manager
Dated: 8-1-19

Community & Economic
Development Department

AUG 08 2019

Received



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2019 Item Number: 3

Department: David Horinek, Public Works Director/ Robert Vaughan Infrastructure Solutions Group

Prepared By: Solutions Group Account Code: _____

Date Prepared: September 3, 2019 Budgeted Amount: _____

Exhibits: 2

Subject

Consider and act upon, authorizing and approving a work order for Professional Services to Infrastructure Solutions for the Roundabout at 5th and Washington.

Recommendation

Motion to approve the work order for professional services for the design and construction services to be provided by Infrastructure Solutions Group.

Discussion

This item asks you to consider and act upon authorizing the expenditure of \$35,200 to Infrastructure Solutions for Design and Construction services for the Roundabout to be constructed at the intersection of 5th Street and Adams.

Approved By

	Initial	Date
Department Head	D. Horinek	9/3/19
City Manager	P. Stasiak <i>PJS</i>	9-5-19



August 26, 2019

Pete Stasiak
City of McAlester
28 East Washington
McAlester, OK 74501

Re: Washington Avenue 5th Street through 6th Street Phase II Improvements
Work Order for Professional Services No. MC-19-09 - Amendment

Dear Mr. Stasiak:

Enclosed please find three copies of the Work Order for Professional Services for the above referenced project.

Upon Approval, please execute all copies of the Agreement and retain one (1) copy for Cora, one (1) copy for your records and return one (1) copy to our office.

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

Sincerely,

Infrastructure Solutions Group, LLC

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

Robert Vaughan, P.E.
Branch Manager

RV/dv

Enclosures

McAlester Engineering Agreements File



WORK ORDER FOR PROFESSIONAL SERVICES
City of McAlester / McAlester Public Works Authority
Project Number MC-19-09A
(Amendment)

This will constitute authorization by the City of McAlester / McAlester Public Works Authority (Owner) for Infrastructure Solutions Group, LLC, (Engineer) to proceed with the following described as "Project":

Project Name: Washington Avenue 6th Street through 5th Street Phase II Improvements

Amended Project Description: Provide Design and **Construction** Services for Washington Avenue 6th Street through 5th Street to include Round-About at 5th Street and Asphalt with Concrete Curbs and Gutter between the intersections.

- Prepare Engineering Plans and Specifications, for the referenced project.
- **Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.**
- **Prepare contract documents, coordinate contract execution and perform preconstruction conference.**
- **Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.**
- **Provide Resident Project Representative (RPR) during construction.**
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be compensated on a Lump Sum basis as follows: Design \$38,700.00, **Construction Management \$16,600.00 and \$18,600.00 for Resident Project Representative.**


Summary this Amendment:

Construction Management	\$16,600.00
Resident Project Representative	<u>\$18,600.00</u>
Total	\$35,200.00

APPROVED:
City of McAlester/McAlester PWA


ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
John Browne
Mayor

By: 
Dale Burke, P.E.
President

ATTEST:

ATTEST:


Robert Vaughan, P.E.
Project Manager

DATE: _____



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>September 10, 2019</u>	Item Number:	<u>4</u>
Department:	<u>Economic Development</u>	Account Code:	<u></u>
Prepared By:	<u>Kirk Ridenour</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 4, 2019</u>	Exhibits:	<u>2</u>

Subject

Consider and act upon, authorizing the Mayor to sign Change Order #2 from Built Right Construction, LLC in a reduction amount of \$19,068.40 for the Downtown Streetscape Project.

Recommendation

Staff recommends approval of Change Order #2 for the Downtown Streetscape Project.

Discussion

This is a reconciliatory Change Order reflecting all changes to date. A detailed breakdown is attached and the net result is a deduction in the amount of \$19,068.40. The largest deduction occurred from the elimination of the proposed retaining wall on the south side of Choctaw Avenue, between Main Street and 1st Street.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	KR	September 4, 2019
City Manager	<u><i>RJS</i></u>	<u><i>9-5-19</i></u>

**CHANGE ORDER
No. Two (2)**

Date of Issuance: 9/10/2019

Effective Date: 9/10/2019

Project: Choctaw Ave Streetscape	Owner: City of McAlester	Owners Contract No.: MC-17-03
Contract: Choctaw Avenue Streetscape		Date of Contract: June 7, 2019
Contractor: Built Right Construction, LLC		

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

Description:

Additions and Deductions encountered during construction. See attached detailed breakdown.



Attachments: (documents supporting change):

Change in Contract Price:	Change in Contract Times:
Original Contract Price:	Original Contract Time: Calendar Days
\$ 669,583.00	Substantial Completion: 150 days November 14, 2019
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> .	Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> .
\$ 1,144.00	Substantial Completion: 1 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 670,727.00	Substantial Completion: 151 days November 15, 2019
Increase of this Change Order:	Increase of this Change Order:
\$ (19,068.40)	Substantial Completion: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 651,658.60	Substantial Completion: 151 days November 15, 2019

Recommended:

Accepted:

Accepted:

by:  
ISG LLC Project Manager 9/3/19
Date: _____

by: _____
Owner (Authorized Signature) / Title

by: _____
Contractor (Authorized Signature) / Title

Date: _____

Date: _____

BASE BID						Change Order No. 1	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	QTY	TOTAL PRICE
1	Superpave, Type 54 (PG 64-22 OK)	48	Ton	\$ 400.00	\$ 19,200.00		
2	Unclassified Backfill (Landscape Area Backfill)	112	CY	\$ 80.00	\$ 8,960.00		
3	Unclassified Backfill (Void Backfill)	190	CY	\$ 100.00	\$ 19,000.00		
4	Retaining Wall (at Void location)	68	LF	\$ 1,100.00	\$ 74,800.00		
5	Concrete Curb & Gutter (6" Barrier)	1861	LF	\$ 50.00	\$ 93,050.00		
6	4-inch Concrete Sidewalk	325	SY	\$ 88.00	\$ 28,600.00	11	\$ 968.00
7	6-inch Concrete Sidewalk (Driveways)	15	SY	\$ 98.00	\$ 1,470.00		
8	Brick Sidewalk	560	SY	\$ 130.00	\$ 72,800.00		
9	Tactile Warning Device	10	SF	\$ 300.00	\$ 3,000.00		
10	Inlet CI DES. 1 (STD)	7	Each	\$ 1,600.00	\$ 11,200.00		
11	Area Inlet and Box	1	Each	\$ 6,100.00	\$ 6,100.00		
12	Storm Junction Box	1	Each	\$ 6,100.00	\$ 6,100.00		
13	Replacement of Top of Inlet Box	4	Each	\$ 1,600.00	\$ 6,400.00		
14	18" Corrugated Polypropylene (ADS HP Storm Pipe)	214	LF	\$ 36.00	\$ 7,704.00		
15	1" PVC Pipe	150	LF	\$ 7.00	\$ 1,050.00		
16	2" PVC Pipe	870	LF	\$ 10.00	\$ 8,700.00		
17	8" PVC Pipe (AWWA C900)	1045	LF	\$ 21.00	\$ 21,945.00		
18	2" Ball Valve	2	Each	\$ 550.00	\$ 1,100.00		
19	8" Gate Valve	1	Each	\$ 1,350.00	\$ 1,350.00		
20	8" Tapping Valve and Box	2	Each	\$ 2,050.00	\$ 4,100.00		
21	Reconnect 6" Fire Suppression Line	2	Each	\$ 1,550.00	\$ 3,100.00		
22	Fire Hydrants	3	Each	\$ 5,500.00	\$ 16,500.00		
23	Water Meter Reconnection	5	Each	\$ 500.00	\$ 2,500.00		
24	2" Irrigation Backflow Preventer	2	Each	\$ 200.00	\$ 400.00		
25	Removal of Curb and Gutter	1193	LF	\$ 12.00	\$ 14,316.00		
26	Removal of Concrete Pavement and Sidewalk	845	SY	\$ 16.00	\$ 13,520.00	11	\$ 176.00
27	Removal of Stormwater Manhole	1	Each	\$ 750.00	\$ 750.00		
28	2" PVC Sch 40 Plastic Conduit	2680	LF	\$ 8.00	\$ 21,440.00		
29	Remove and Reset Existing Sign (Wayfinding Sign)	1	Each	\$ 450.00	\$ 450.00		
30	Decorative Pole and Street Sign	2	Each	\$ 1,000.00	\$ 2,000.00		
31	25" Corner Lamp Post	7	Each	\$ 5,400.00	\$ 37,800.00		
32	12" Midblock Lamp Post	8	Each	\$ 4,400.00	\$ 35,200.00		
34	Electrical Wire and Installation for Lighting	1	LS	\$ 50,000.00	\$ 50,000.00		
35	Traffic Stripe (Paint) 4" Wide	1792	LF	\$ 4.00	\$ 7,168.00		
36	Traffic Stripe (Paint) 12" Wide (Stop Bar)	30	LF	\$ 15.00	\$ 450.00		
37	Painted Handicap Symbol	3	Each	\$ 600.00	\$ 1,800.00		
38	Handicap Parking Sign and Pole	3	Each	\$ 600.00	\$ 1,800.00		
39	Construction Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00		
40	Sidewalk Pedestrian Separation Barrier	1	LS	\$ 10,000.00	\$ 10,000.00		
41	Tree Grates and Wells	11	Each	\$ 2,850.00	\$ 31,350.00		
42	Trench Grate and Concrete Flume	21	LF	\$ 710.00	\$ 14,910.00		
TOTAL AMOUNT OF BASE BID					\$ 669,583.00		

[illegible][illegible]

Total to Date		
QTY		TOTAL PRICE
75	\$	30,000.00
112	\$	8,960.00
113	\$	1,300.00
0	\$	0.00
1901	\$	95,050.00
387	\$	34,056.00
40	\$	3,920.00
560	\$	72,800.00
14	\$	4,200.00
9	\$	14,400.00
1	\$	6,100.00
2	\$	12,200.00
5	\$	8,000.00
214	\$	7,704.00
250	\$	1,750.00
1164	\$	11,640.00
1234	\$	25,914.00
2	\$	1,100.00
6	\$	8,100.00
2	\$	4,100.00
2	\$	3,100.00
3	\$	16,500.00
5	\$	2,500.00
2	\$	400.00
1203	\$	14,436.00
1079	\$	17,264.00
1	\$	750.00
2700	\$	21,600.00
1	\$	450.00
2	\$	2,000.00
7	\$	37,800.00
8	\$	35,200.00
1	\$	50,000.00
1792	\$	7,168.00
30	\$	450.00
3	\$	1,800.00
3	\$	1,800.00
1	\$	7,500.00
1	\$	10,000.00
11	\$	31,350.00
21	\$	14,910.00

N1	Center Double Yellow Stripe on Choctaw	LS	\$ 2,750.00
N2	Brace tunnel @ 24 and 30 E Choctaw	LS	\$ 5,100.00
N3	Underground Wall removal for light foundations @ Main and Choctaw	LS	\$ 3,405.00
N4	Underground Wall removal for utility trench @ Main and Choctaw going east 200 feet.	LS	\$ 6,710.00
N5	Metal Plating at void area at 24 and 30 E choctaw	LS	\$ 1,858.30
N6	Build storm manhole lid and top	LS	\$ 1,861.00
N7	4-inch Alpha Cap on 4-inch fire line	LS	\$ 3,672.30
			\$ 1,144.00

1		\$	2,750.00
1		\$	5,100.00
1		\$	3,405.00
1		\$	6,710.00
1		\$	1,888.30
1		\$	1,861.00
1		\$	1,672.30
1023	-269	\$	(19,068.40)

Added at City Request	
Required in lieu of construction of retaining wall.	
Large underground Wall (brick, stone and steel) discovered at light locations. Required extra work to remove.	
Large underground Wall (brick, stone and steel) discovered at utility corridor location. Required extra work to remove.	
Able to leave existing stone wall in place. Metal plate required to span the short open area.	
Additional work to new storm junction box (item #12). Build new manhole lid and top in the island.	
Valve on the City line could not be shut off, requiring this type of cap to plug the old line coming from the old main.	

1	\$	2,750.00
1	\$	5,100.00
1	\$	3,405.00
1	\$	6,710.00
1	\$	1,888.30
1	\$	1,861.00
1	\$	1,672.30
	\$	651,658.60

\$ 651,658.60



McAlester City Council

AGENDA REPORT

Meeting Date: September 10, 2019
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: September 3, 2019

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Discussion and possible action, on approval of certain costs related to the Fire Department.


Recommendation

Motion to approve the purchase of one 2020 F450 4x4 chassis.

Discussion

The chassis will be used to remount our 2012 ambulance. Freedom Ford has agreed to provide the chassis at the 2019 State Bid price of \$36,057.00.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	B Brewer	BB	09/03/2019
City Manager	P. Stasiak		9-5-19

CNGP530

VEHICLE ORDER CONFIRMATION

08/29/19 11:01:34

==>

Dealer: F52660

2020 F-SERIES SD

Page: 1 of 2

Order No: M201 Priority: L3 Ord FIN: QQ546 Order Type: 5B Price Level: 015

Ord PEP: 650A Cust/Flt Name: MFD

PO Number:

	RETAIL		RETAIL
F4H F450 4X4 CHAS/C	\$42340	17F XL DECOR PKG	NC
169" WHEELBASE		LESS TPMS	
PQ RACE RED		16500# GVWR PKG	
A VNYL 40/20/40		425 50 STATE EMISS	NC
S MEDIUM EARTH GR		47A AMBULANCE PREP	1205
650A PREF EQUIP PKG		67B .397 AMP ALTRNTR	
.XL TRIM		JOB #1 BUILD	
572 .AIR CONDITIONER	NC	86M DUAL BATTERY	210
.AMFM/MP3/CLK			
99N 7.3L DEC V8 ENG	NC	TOTAL BASE AND OPTIONS	46990
44G 10-SPD AUTOMATC	NC	TOTAL	46990
TGJ 225 BSW AP 19.5		*THIS IS NOT AN INVOICE*	
X48 4.88 REG AXLE	NC		
90L PWR EQUIP GROUP	915	* MORE ORDER INFO NEXT PAGE *	
TELE TT MIR-PWR		F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

S006 - MORE DATA IS AVAILABLE.

QC04898

\$36057

CNGP530

VEHICLE ORDER CONFIRMATION

08/29/19 11:02:09

==>

Dealer: F52660

2020 F-SERIES SD

Page: 2 of 2

Order No: M201 Priority: L3 Ord FIN: QQ546 Order Type: 5B Price Level: 015
Ord PEP: 650A Cust/Flt Name: MFD PO Number:

RETAIL

RETAIL

96V XL VALUE PKG \$725

.CRUISE CONTROL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1595

TOTAL BASE AND OPTIONS 46990

TOTAL 46990

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC04898

#36057

Category #25101926

Item # 1000009427

Dealer Name: _____

16,000 # Regular Cab
Truck Cab & Chassis

Make Bidding: FORD

Model Bidding: F450

Model Code: F4G

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	16000# GVW, Dual Rear Wheels	16,500# GVW
Chassis CA	CA to be 60"	yes
Engine		
Engine Type (Cylinder/Liter)	8 Cyl/ 6.0 Liter/List HP/Specs	10 Cyl / 6.8L / 362HP
Alternate Fuel Engine	List Type	CNG Prep / Diesel
Transmission		
Automatic	Automatic, List	6 speed auto
Drive Axle		
Primary Drive Axle	Rear Wheel Drive	yes
Differential Type/Ratio	Reg. / List Ratio	Ratio 4.88
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	157 Amps
Battery min. (CCA)	Mfg. Std. List Size	750 CCA
Fuel		
Fuel Capacity min Liters Gals)	Mfg. Std. List Size	40 Gallons
Exterior		
Paint	One Color Paint	yes
Trailer Mirrors	Manual Telescoping Trailer Mirrors	manual telescoping, power glass
Doors & Windows		
Doors	2 Doors, 1 Keyed	yes
Door Locks	Power Locks	yes
Windows	Power Windows	yes
Floor		
Floor Covering	Vinyl/Rubber	yes
Interior		
Air Conditioning	Front AC Req.	yes
Radio	AM/FM	yes
Tilt Wheel	Tilt Wheel	yes
Seats		
Seating Capacity min.	3 Passenger	yes
Seats	Vinyl Bench Seat	40/20/40
Safety		
Brakes	4 Wheel Antilock	yes
Restraint System All Pass	Seat Belts for all Passenger	yes
Air Bags	List Location	driver / passenger/ side curtain
Suspension		
Front	List Front Axle and Rear Springs	7,000# monobeam axle / up to 7500# coil springs
Rear	List Rear Axle and Rear Springs	12,000# full floating axle / 13,900# leaf springs
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	225/70R19.5G
Spare	Full Size Spare Match Front Tire	yes
Warranty		
Bumper to Bumper Warranty	List Warranty	3 yr / 36,000 mile
Drive Train Warranty	List Warranty	5 yr / 60,000 mile
	PURCHASE PRICE:	\$32,000

State R 2019 32000
 P 2 4057
 36057

Category #25101926
Item # 1000009427

Dealer Name: _____

16,000 # Regular Cab
Truck Cab & Chassis

Make Bidding: FORD
Model Bidding: F450
Model Code: F4G

Body & Chassis		Enter Optional Equipment Description and Manufacturer Option Codes	Purchase Price
Chassis	Increase CA to 84"	169" WB	\$200
Chassis	Increase CA to 108"	194" WB	\$350
Chassis	Increase CA to 120"	205" WB	\$500
Gross Vehicle Weight Rating	Single Rear Wheels, List GVWR	n/a	\$0
Engine			
Engine Type	Diesel Engine List W/ Block Heater Cyl/Liters/HP	99T/41H 8 Cyl / 6.7L / 330 HP Powerstroke	\$8,800
CNG Engine	List Size/Liters/HP/Tank Size, List Installer	CNG vendor out of business	\$0
Transmission			
Transmission	5 Speed Manual Trans.	n/a	\$0
Four Wheel Drive	Add Four Wheel Drive (4WD) w/ skid plates	F4H	\$2,700
Drive Axle			
Differential Type/Ratio	Limited Slip/Locking Diff	X8L 4.88	\$400
Ratio	Optional Rear Ratio List	X4N 4.10 Limited Slip (requires opt. #11)	\$400
Drive Line	Add Factory PTO	62R	\$400
Electrical			
Alternator	Larger Alternator List Amps	N/A With base engine - Included with Diesel	\$0
Battery	Dual Batteries	Only available with, and standard with Diesel engine	\$0
Power	12 Volt Power Supply to Cab	included	\$0
Lights	Spot Light Driver Side Only	325GM Unity 6"	\$500
Lights	Add Daytime Running Lights	Code 942	\$80
Fuel			
Fuel Tank	Larger Fuel Tank, List Gallons and Location	65C Additional 28 gallons midship	\$600
Doors & Windows			
Door Locks/Windows	Power Door Locks/Windows	included in minimum specs DELETE	-\$700
Mirrors	Add Power Mirrors	included in minimum specs	\$0
Tinted Windows	Add Deep Tinted Glass	BMF-FTG	\$150
Keys	Additional Ignition Only Key	N/A	\$0
Keys	Additional Key w/ Remote	with remote requires programming	\$300
Floor			
Floor Covering	Carpet with Floor Mats	Standard with, and only available with next model upgrade	\$0
Mats	HD Floor Mats/ Husky Type Front Only - Available only when ordered with carpet	16S Requires next model upgrade - Includes Driver's mat retention for safety OEM	\$200
Interior			
Air Conditioning	Delete AC	Delete Code 572 / 90L Deletes Power Equipment	-\$1,400
Radio	AM/FM CD	Code 585	\$300
Cruise Control	Add Cruise	Code 525	\$220
Seats			
Seats	Cloth Front Seat	1S	\$90
Seats	Bucket Seats	LS Vinyl 40/mini console/40	\$470
Tires & Wheels			
Tires & Wheels	All Terrain Tires	THB 4 Rear Tires Only	\$200
Towing			
Hitch	Hitch Wiring	531 Trailer wiring only	\$50
Hooks	Front Tow Hooks	std	\$0
Upfitter Switches	Add Factory Upfitter Switches	std	\$0
Electric Brake Controller	Add Electric Brake Controller	Ford Brake controller	\$265
Delivery			
# 98 Delivery Cost	Price to Deliver Truck more than 150 miles		\$150
Other			
Options not listed	Discount off MSRP for options not listed	1205 - 48.00	4%

200⁰⁰

2700⁰⁰

1157



McAlester Economic Development Authority

AGENDA REPORT

Meeting Date:	<u>September 10, 2019</u>	Item Number:	<u>6</u>
Department:	<u>Economic Development</u>	Account Code:	<u></u>
Prepared By:	<u>Kirk Ridenour</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 4, 2019</u>	Exhibits:	<u>2</u>

Subject

Consider and act upon, to approve the Mayor to sign an Assignment of Deposit Account with the Bank N.A. to secure a business loan to Lovera's Handcrafted Foods.

Recommendation

Staff recommends approval of signing the Assignment of Deposit Account.

Discussion

Lovera's Handcrafted Foods has witnessed a significant surge in product demand over the past several years. While the business has invested in new facilities and equipment to manage its growth, it is reaching the outer limits of its production capacity. To meet future demand predictions, Lovera's will need to overcome current production barriers, as shown on Exhibit A.

The total expense of these improvements is \$30,000. The Bank N.A. is considering loaning \$30,000 to Lovera's but has requested for the City of McAlester to secure 80% (or \$24,000) of the loan with a certificate of deposit, which the bank will hold for five years, in the event of a default. Exhibit B shows an example of the Assignment of Deposit Account the City of McAlester would sign with the Bank N.A. to secure the loan.

Approved By

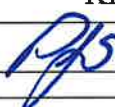
		Initial	Date
Department Head	K. Ridenour	KR	09/04/2019
City Manager	P. Stasiak		9-5-19

EXHIBIT A

Lovera's Cheese Co. Expansion Plans 2019

The following investments will be necessary to capitalize on our recent growth into the Dallas/ Ft. Worth Market.

- Inventory development. Many of our cheeses take 6 months or better to develop desired flavor traits. As we go after this market we must have enough finished product to consistently fill food service orders. \$15,000.
- Dry room upgrade. We need new shelving/ wracks to handle the demands of a growing production schedule. Estimated cost \$7,000.
- New ventilation system. With the numbers of batches per week increasing we will need to have a better system to pull humidity/ steam out of the production area to prevent mold growth and equipment damage. Estimated cost \$4,500.
- New haul tank. The demand for our goat cheese continues to increase. Our current tank is dated and must be replaced. We have a new tank secured for \$2,500.
- Marketing budget. In order to build our presence in Dallas we will be working with our Distribution partners there. We will be riding with reps and meeting the top Chefs and restaurant operates in that market to introduce our line of products. This is a costly endeavor which will put our lead sales rep on the road 4 days a month. Estimated travel budget : \$ 1,000.



THE BANK[®] N.A.
Strong, Secure and Ready to Loan

McALESTER STILLWATER

P.O. Box 1067
McAlester, OK 74502-1067

To whom it may concern,

Please see attached for a sample of the part of the loan documents that would be required for a Grantor of collateral to sign on a certificate of deposit (CD) loan. You will find an Assignment of Deposit Account which is the security agreement pledging the CD to be the collateral on the loan. There is also a Collateral Receipt that would show delivery acknowledgment that the CD has been given to The Bank NA to be held for the term of the loan.

If you should have any questions, please feel free to contact myself or Brent Case.

Thank you,

Nyssa Shoemaker
Loan Assistant
(918)421-4128
nshoemaker@thebankna.com

Brent Case
President

**Strong,
Secure and
Ready to Loan.**



2nd & Carl Albert Parkway
P.O. Box 1067
McAlester, OK 74502

918.423.2265, ext 4125
Direct: 918.421.4125
Fax: 918.423.1695
bcase@thebankna.com

www.thebankna.com

McALESTER

2nd & Carl Albert Parkway
Wal-Mart Supercenter
Tandy Town Shopping Center
918.423.BANK
fax 918.423.1695

**Strong,
Secure and
Ready to Loan.**



201 E. Carl Albert Parkway
P.O. Box 1067
McAlester, OK 74502

Nyssa Shoemaker
Loan Administrative Assistant

918.423.2265, ext. 4128
Direct: 918.421.4128
Fax: 918.423.1695
nshoemaker@thebankna.com

STILLWATER

800 W. 6th Ave.
1020 N. Boomer Rd.
405.624.BANK
fax 405.624.2262



ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$25,200.00	11-23-2019	11-22-2020	123456	6D / 71		991	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SAM LOVERA
PO BOX 313
KREBS, OK 74554

Lender: The Bank N.A.
McAlester
2nd & Carl Albert Parkway
P.O. Box 1067
McAlester, OK 74502

Grantor: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0000

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated November 23, 2019, is made and executed among CITY OF MCALESTER ("Grantor"); SAM LOVERA ("Borrower"); and The Bank N.A. ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest and lien in the Collateral, including without limitation the deposit account(s) described below, to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) ("Account"):

CD Account Number _____ with Lender with an approximate balance of \$ _____ I.N.O. _____

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all amounts Borrower owes to Lender, whether owed now or later. This means that every loan Borrower has now or obtains later with Lender is secured by this Agreement. This Agreement also secures all other amounts and obligations that Borrower may owe to Lender (such as an overdraft on a checking account). Grantor may notify Lender in writing if Grantor is no longer willing to be liable for future amounts owed by Borrower. Grantor will still be liable for all loans to Borrower made or agreed to be made by Lender before Lender actually receives my notice, and all extensions, modifications and renewals of these loans.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Lender may do any of the following with respect to the indebtedness or any other obligation of any Borrower, without first obtaining Grantor's written consent: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Property or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Property.

GRANTOR'S REPRESENTATIONS AND PROMISES WITH RESPECT TO THE COLLATERAL. Grantor represents and promises to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

Proceeds. Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute lien entry forms and documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. Grantor will promptly notify Lender of any change to Grantor's name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. Grantor will also promptly notify Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for Grantor or any individual for whom Grantor is required to provide notice regarding name changes.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Collateral free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Collateral, or (C) to make repairs to the Collateral then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Collateral, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note or at the highest rate authorized by law, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. If Lender is required by law to give Grantor notice before or after Lender makes an expenditure, Grantor agrees that notice sent by regular mail at least five (5) days before the expenditure is made or notice delivered two (2) days before the expenditure is made is sufficient, and that notice within sixty (60) days after the expenditure is made is reasonable.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Grantor will be in default under this Agreement if any of the following happen:

**ASSIGNMENT OF DEPOSIT ACCOUNT
(Continued)**

Loan No: 123456

Page 2

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Break Other Promises. Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Agreement or in any agreement related to this Agreement.

Default in Favor of Third Parties. Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. Grantor dies, becomes insolvent, or files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt.

Taking of the Collateral. Any creditor or governmental agency tries to take any of the Collateral or any other of Borrower's or Grantor's collateral in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Collateral is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lender may, subject to any applicable cure and notice provisions under applicable law, exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Borrower to Lender immediately due and payable, without notice of any kind to Borrower or Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Borrower or Grantor as the interests of Borrower or Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Oklahoma Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Oklahoma Uniform Commercial Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Agreement, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. What is written in this Agreement and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Agreement. All prior and current representations and discussions concerning such matters either are included in this document or do not constitute a part of our agreement. Further, no conditions exist of any kind which are not set forth in this Agreement. To be effective, any change or amendment to this Agreement must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else who is not Lender's salaried employee to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include, however not to exceed fifteen percent (15%) of the unpaid debt after default, subject to any limits under the Oklahoma Uniform Consumer Credit Code. Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by the Oklahoma Uniform Consumer Credit Code, Grantor also shall pay all court costs, in addition to all other sums provided by law. This Agreement also secures all of these amounts.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oklahoma.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Agreement. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives all rights of exemption from execution or similar law in the Collateral, and Grantor agrees that the rights of Lender in the Collateral under this Agreement are prior to Grantor's rights while this Agreement remains in effect.

Notices. To the extent permitted by applicable law, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. To the extent permitted by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts,

checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Written Notice. This agreement constitutes written notice of a security interest as required by Oklahoma law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Account. The word "Account" means the deposit account(s) described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means SAM LOVERA and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means CITY OF MCALESTER.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means The Bank N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated November 23, 2019, in the principal amount of \$25,200.00 from CITY OF MCALESTER to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 23, 2019.

GRANTOR:

X

CITY OF MCALESTER

BORROWER:

X

SAM LOVERA



COLLATERAL RECEIPT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$25,200.00	11-23-2019	11-22-2020	123456	6D / 71		991	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: SAM LOVERA
PO BOX 313
KREBS, OK 74554

Lender: The Bank N.A.
McAlester
2nd & Carl Albert Parkway
P.O. Box 1067
McAlester, OK 74502

Grantor: CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0000

Description of Collateral	Custody Control Signatures	Date Released
CD Account Number _____ with Lender with an approximate balance of \$_____ I.N.O. _____		

Initial Delivery Acknowledgments:

Grantor: _____
(Grantor's Signature)
The Bank N.A.
By: _____
(Authorized Officer)

Return Receipt Acknowledgment:

Grantor acknowledges the receipt of all
collateral, including all unmatured
coupons, if any.

X _____

(Grantor's Signature)

Instructions for Returning Collateral and Disposition of Coupons:

Council Chambers
Municipal Building
August 27, 2019

The McAlester Airport Authority met in Regular session on Tuesday August 27, 2019, at 6:00 P.M. after proper notice and agenda was posted August 23, 2019.

Present: Cully Stevens, James Brown, Maureen Harrison, Zach Prichard, Travis Read,
Weldon Smith & John Browne
Absent: None
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 13, 2019, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending August 20, 2019. (*Toni Ervin, Asst. City Manager*) in the amount of \$ 347.71.

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

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

Chairman Browne declared the motion carried.

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

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

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 27, 2019

The McAlester Public Works Authority met in Regular session on Tuesday August 27, 2019, at 6:00 P.M. after proper notice and agenda was posted August 23, 2019.

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

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

- Approval of the Minutes from the August 13, 2019, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C regarding claims ending August 20, 2019. (*Toni Ervin, Asst. City Manager*) in the amount of \$ 77,700.95.
- Confirm action taken on City Council Agenda Item 1, an ordinance amending McAlester City Code Chapter 106, Utilities, Article VI, Regulation of Utility Lines; amending Chapter 48, Fees, Charges and Service rates; repealing all conflicting ordinances and providing for severability. (*Jayme Clifton, Community Development Director*)

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

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

NAY: None

Chairman Browne declared the motion carried.

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

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

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary