



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

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

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| John Browne | Mayor |
| Weldon Smith | Ward One |
| Cully Stevens | Ward Two |
| Travis Read | Ward Three |
| Robert Karr, Vice Mayor | Ward Four |
| Buddy Garvin | Ward Five |
| Jason Barnett | Ward Six |
| | |
| Peter J. Stasiak | City Manager |
| William J. Ervin | City Attorney |
| Cora M. Middleton | City Clerk |

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com within the required time frame.

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the September 13, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for September 7, 2016 through September 21, 2016. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorization of payment to Old Town Association, Invoice 536908, in the amount of \$7,356.25 to reimburse the Association for expenses incurred for the Wild West Festival per the agreement dated June 14, 2016. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, authorization of payment to Accurate Labs & Mining Center, Invoice 6H30053, in the amount of \$ 50.00, for water testing fees related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- E. **TABLED FROM SEPTEMBER 13TH MEETING;** Consider and act upon, approval and authorizing the Mayor to sign a lease in the amount of \$1,292.50 per month for space to relocate the City of McAlester Tourism Office at 119 E. Choctaw Street, Suite 103.

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

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

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF McALESTER ESTABLISHING THE REGULATION OF OUTDOOR

DINING AND SIDEWALK CAFÉS WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 6, TITLED ALCOHOLIC BEVERAGES AND NONINTOXICATING BEVERAGES, ARTICLE I, SECTION 6-8, DEFINITIONS; SECTION 6-9, SIDEWALK CAFÉ PERMIT; SECTION 6-10, REGULATIONS AND RESTRICTIONS; SECTION 6-11, SIDEWALK CAFÉ FEES; AND, SECTION 6-12, VIOLATIONS AND REVOCATION.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE REGULATION OF BEVERAGE GARDENS WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 6, ALCOHOLIC BEVERAGES AND NONINTOXICATING BEVERAGES, ARTICLE I, SECTION 6-3, DEFINITIONS; SECTION 6-4, BEVERAGE GARDEN PERMIT; SECTION 6-5, BOUNDARIES AND RESTRICTIONS; SECTION 6-6, BEVERAGE GARDEN FEES; AND, SECTION 6-7, VIOLATIONS AND REVOCATION.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE PROHIBITION OF DRUG PARAPHERNALIA WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 82, OFFENSES AND NUISANCES, ARTICLE ____, DIVISION ____, SECTION 82-____, DEFINITIONS; SECTION 82-____, MATTERS CONSIDERED IN DETERMINATION OF DRUG PARAPHERNALIA; SECTION 82-____, PROHIBITING POSSESSION, DELIVERY OR MANUFACTURE OF DRUG PARAPHERNALIA; SECTION 82-____, EXCEPTIONS; AND SECTION 82-____, PENALTIES AND FINES, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE COMMUNITY SERVICE PROGRAM WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 30 TITLED COURT, ARTICLE II, DIVISION 3, SECTION 30-66, DEFINITIONS; SECTION 30-67, PROOF OF INDIGENT STATUS; SECTION 30-68, CRITERIA FOR COMMUNITY SERVICE PROGRAM; SECTION 30-69, COMMUNITY SERVICES AGREEMENT; SECTION 30-70, COST OF FINES, NUMBER OF COMMUNITY SERVICE HOURS REQUIRED AND NUMBER OF DAYS ALLOCATED TO COMPLETE THE COMMUNITY SERVICE PROGRAM; SECTION 30-71, VIOLATIONS AND PENALTIES.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE CUSTOMER SERVICE POLICY;

**AMENDING MCALESTER CITY CODE CHAPTER 2 TITLED
ADMINISTRATION, ARTICLE I, SECTION 2-1, CUSTOMER SERVICE
STANDARDS.**

SCHEDULED BUSINESS

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

Executive Summary

Motion to approve the budget amendment ordinance.

2. **TABLED FROM SEPTEMBER 13TH MEETING;** Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES). *(Peter Stasiak, City Manager)*

Executive Summary

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

3. Consider and act upon, an ordinance of the City of McAlester establishing the regulation of outdoor dining and sidewalk cafés within the City of McAlester. *(Mayor John Browne)*

Executive Summary

Motion to pass and approve the regulation of outdoor dining and sidewalk café ordinance within the City of McAlester.

4. Consider and act upon, an ordinance of the City of McAlester establishing the regulation of Beverage Gardens within the City of McAlester. *(Mayor John Browne)*

Executive Summary

Motion to approve the regulation of Beverage Gardens within the City of McAlester.

5. Consider and act upon, an ordinance of the City of McAlester establishing the prohibition of drug paraphernalia within the City of McAlester. *(Mayor John Browne)*

Executive Summary

Motion to pass and approve an ordinance prohibiting drug paraphernalia within the City of McAlester.

6. Consider and act upon, an ordinance of the City of McAlester establishing the Community Service Program within the City of McAlester. *(Mayor John Browne)*

Executive Summary

Motion to approve the Community Service Program within the City of McAlester.

7. Consider and act upon, an ordinance of the City of McAlester establishing the Customer Service Policy; amending McAlester City Code Chapter 2 Titled Administration, Article I, Section 2-1, Customer Service Standards. *(Mayor John Browne)*

Executive Summary

Motion to approve the Customer Service Policy ordinance.

8. Consider and act upon, approval and authorization of the Mayor to sign a Quitclaim Deed exchanging 30 feet of City property to 30 feet of County property. *(Joe Ervin, City Attorney)*

Executive Summary

Motion to approve Mayor's signature regarding a Quitclaim Deed for the property located at 1212 N. West, McAlester, Oklahoma.

9. Consider and act upon, approval to purchase two new and unused 2016 Dodge Charger police vehicles. *(Darrell Miller, Deputy Police Chief)*

Executive Summary

Motion to approve the purchase of two new and unused 2016 Dodge Chargers from Bob Howard Chrysler, Jeep, Dodge, in Oklahoma City which are on the Oklahoma State Contract. State Bid.

10. Consider and act upon, approval to purchase a 2015 Chevrolet Silverado 1500 pickup. VIN 3GCUKREC1FG413746 *(Darrell Miller, Deputy Police Chief)*

Executive Summary

Motion to approve the purchase of one pre-owned 2015 Chevrolet Silverado truck.

11. Consider and act upon, authorizing the Mayor to sign the Federal-Aid Program Project Number HSIP-261A (064-065)TR Project Agreement (maintenance agreement) between the Oklahoma Department of Transportation and the City of McAlester for the installation of traffic signals along Carl Albert Parkway. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve and authorize the Mayor to sign the agreement between the Oklahoma Department of Transportation and the City of McAlester for the installation of traffic signals along Carl Albert Parkway.

12. 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 3 new SCBA Masks. The cost of the masks not to exceed \$3,000.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

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

Executive Summary
Discussion.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the September 13, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 21, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, an ordinance of the City of McAlester establishing the Customer Service Policy; amending McAlester City Code Chapter 2 Titled Administration, Article I, Section 2-1, Customer Service Standards. *(Mayor John Browne)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the September 13, 2016, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 21, 2016. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item D, authorization of payment to Accurate Labs & Mining Center, Invoice 6H30053, in the amount of \$ 50.00, for water testing fees related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)
- **TABLED FROM SEPTEMBER 13TH MEETING;** Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge Elimination System (NPDES). (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 7, an ordinance of the City of McAlester establishing the Customer Service Policy; amending McAlester City Code Chapter 2 Titled Administration, Article I, Section 2-1, Customer Service Standards. (*Mayor John Browne*)
- Confirm action taken on City Council Agenda Item 8, approval and authorization of the Mayor to sign a Quitclaim Deed exchanging 30 feet of City property to 30 feet of County property. (*Joe Ervin, City Attorney*)
- Confirm action taken on City Council Agenda 11, authorizing the Mayor to sign the Federal-Aid Program Project Number HSIP-261A (064-065)TR Project Agreement (maintenance agreement) between the Oklahoma Department of Transportation and the City of McAlester for the installation of traffic signals along Carl Albert Parkway. (*Peter Stasiak, City Manager*)

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the August 23, 2016 Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of September, 2016. *(Toni Ervin, CFO)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2016 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
September 13, 2016

The McAlester City Council met in a Regular session on Tuesday, September 13, 2016, at 6:00 P.M. after proper notice and agenda was posted, September 9, 2016 at 4:33 P.M.

Call to Order

Mayor Browne called the meeting to order.

Ron Fleming, Indian Baptist Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, CFO; Leroy Alsup, Community & Economic Development Director; Gary Wansick, Police Chief; Brett Brewer, Fire Chief; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Swearing-in Ceremony

Municipal Judge Deborah Hackler administered the Oath of Office to new Ward Two Councilman Cully Stevens.

Citizens Comments on Non-Agenda Items

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

Zach Prichard addressed the Council concerning State Question 779 and asked that each of them as individuals would vote against the Question. He further expressed his concerns on the impact this particular Question would have on cities in Oklahoma.

Consent Agenda

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

- A. Approval of the Minutes from the August 23, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 17, 2016 through September 6, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$122,100.69; Nutrition - \$1,292.41; Landfill Res./Sub-Title D - \$225.00; Tourism Fund - \$7,024.86; SE Expo Center - \$14,994.79; E-911 - \$6,411.12; Economic Development - \$6,998.71; Fleet Maintenance - \$10,429.00; Dedicated Sales Tax-MPWA - \$2,000.00; CIP Fund - \$310,560.44 and Technology Fund - \$7,783.13.
- C. Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F980605, in the amount of \$ 2,100.00, for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- D. Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F954699, in the amount of \$ 126.00, for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #2, in the amount of \$ 88,685.11, for Construction Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- F. Consider and act upon, authorization of payment to GC Rental & Sales, Invoice 42095, in the amount of \$ 4,000.00, for equipment rental for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- G. Consider and act upon, authorization of payment to HD Supply Waterworks, Invoice F990852, in the amount of \$ 133.28 for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- H. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-02, in the amount of \$ 8,860.00 for Professional Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- I. Consider and act upon, a request from Eastern Oklahoma State College, E.O.S.C., McAlester Campus, to partner with them for the rental fee for the use of the Southeast

Expo Center for the 10th Annual Career & College Tour set for October 11-12, 2016 in the amount of \$2,000.00. *(Jerry Lynn Wilson, EXPO Center Manager)*

- J. Consider and act upon, authorizing the Mayor to sign an Amendment to Contract No. 2016-0110 with Tyler Technologies reducing the existing contact value by \$7,500.00. *(Gary Wansick, Chief of Police)*
- K. Consider and act upon, the McAlester Airport Authority renewing First National Bank Loan #119817 in the amount of \$143,978.16 for an additional 2 years at 4.25% interest with a monthly payment of \$5,000.00. *(Toni Ervin, Chief Financial Officer)*
- L. Consider and act upon, approval and authorizing the Mayor to sign a lease in the amount of \$1,295.00 per month for space to relocate the City of McAlester Tourism Office at 119 E. Choctaw Street, Suite 103. *(Peter Stasiak, City Manager)*
- M. Discussion and possible action on approval of an agreement between Oklahoma State University, Fire Service Training and McAlester Fire Department to authorize McAlester Fire Department as a Community Training Site for emergency cardiovascular care training. *(Brett Brewer, Fire Chief)*

Councilman Smith requested that items “J and K” be removed for individual consideration. Councilman Read requested that item “L” be removed for individual consideration and Manager Stasiak asked that item “M” be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the Consent Agenda items “A through I”. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

Items Removed from Consent Agenda

- J. Consider and act upon, authorizing the Mayor to sign an Amendment to Contract No. 2016-0110 with Tyler Technologies reducing the existing contact value by \$7,500.00. *(Gary Wansick, Chief of Police)*

Councilman Smith asked about the changes that had been made to the contract.

Chief Wansick explained that there was no need for two (2) of the sections in the software agreement and those removals resulted in the reduction in the contract cost.

Councilman Smith moved to approve and authorize the Mayor to sign an Amendment to Contract No. 2016-0110 with Tyler Technologies reducing the existing contact value by

\$7,500.00. The motion was seconded by Councilman Read. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Councilman Smith asked that CFO Ervin review the history of this loan for the Council.

CFO Ervin briefly reviewed the history of the McAlester Airport Authority's loan explaining that previously the Authority had only been making interest payments but after analyzing the loan and starting to make extra payments it should pay off in five (5) years.

Councilman Read moved to renew First National Bank Loan #119817 in the amount of \$143,978.16 for an additional 2 years at 4.25% interest with a monthly payment of \$5,000.00. The motion was seconded by Councilman Garvin. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Councilman Read expressed concern with the agreement that did not have all of the blanks filled in and commented that the Tourism office was already located in the Parrott Building.

Manager Stasiak explained that Tourism would be moving into the suite that the Chamber has occupied before it moved into its' new office. He commented that Tourism would be getting a larger office at less per square foot and they would not need the conference room with the larger office.

Mayor Browne commented that the current office was inadequate for two (2) people and Councilman Stevens asked if the rent included utilities.

Councilman Read moved to table the item until a completed lease agreement could be presented. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Manager Stasiak informed the Council that section 9 of this agreement needed to be changed to a “Hold Harmless Clause” and that the City did not indemnify any other entity. In line seven (7), that began with “However, this indemnity”, the work indemnity needed to be stricken and section 9.3 needed to be stricken in its’ entirety. He added that Chief Brewer was in attendance if there were any questions.

Vice-Mayor Karr moved to approve an agreement between Oklahoma State University, Fire Service Training and McAlester Fire Department to authorize McAlester Fire Department as a Community Training Site for emergency cardiovascular care training, with the changes recommended by Manager Stasiak. The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Smith to open a Public Hearing to address two (2) Ordinances. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was opened at 6:25 P.M.

Public Hearing

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

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

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

There were no comments on either Ordinance and Councilman Read moved to close the Public Hearing. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:25 P.M.

Scheduled Business

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

(Bruce Nordstrom, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)

Executive Summary

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

Bruce Nordstrom, Senior Consulting Actuary, McQueary Henry Bowles Troy, LLP addressed the Council reviewing the change in the amortization period. He added that the cost to make this change was not significant and by making this change would fund the plan more quickly. After a brief discussion concerning the length of time to fully fund the plan and how it could affect the City’s financial statements Councilman Read moved to approve RESOLUTION NO. 16-13, amending the actuarial assumption from thirty (30) years to twenty (20) years. The motion was seconded by Vice-Mayor Karr and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

Mr. Nordstrom then reviewed the current status of the City’s Defined Benefit Retirement Plan commenting that it was a controllable plan.

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

Executive Summary

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

Manager Stasiak addressed the Council explaining that this item had been tabled at the last meeting in August. He commented that the original ordinance limited the amount of time to

ninety (90) days and did not allow the Council any discretion in extending the time. He then reviewed the changes that were being proposed in the new ordinance.

Attorney Ervin addressed the Council informing them of two (2) changes that he recommended. He commented that these changes would give the Council the flexibility that it wanted and to approve the ordinance on an emergency basis.

There was a lengthy discussion among the Council, Attorney Ervin, Director Alsup and Jack Crotchett concerning who had the authority to extend the time period of the Special Remodel Permit, how the Council had put this mechanism into the Code as a failsafe and how much work had to be accomplished before an extension would be granted.

ORDINANCE NO. 2574

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

A motion was made by Councilman Stevens to approve **ORDINANCE NO. 2574**, seconded by Councilman Garvin. There was no further discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

A motion was made by Councilman Garvin and seconded by Councilman Stevens to approve the EMERGENCY CLAUSE. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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

Executive Summary

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

Director Alsup addressed the Council explaining that with the adoption of the Ordinance in the previous item, staff had the authority to give a ninety (90) day extension but this request was for one hundred eighty (180) days.

Attorney Ervin commented that anything over ninety (90) days has to be approved by the Council.

After a lengthy discussion among the Council including Attorney Ervin, Director Alsup and Jack Crotchett concerning the length of the extension request, the amount of work that had already been accomplished on the structure and if the remodel could be completed in ninety (90) days, Mayor Browne pulled the item.

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

Executive Summary

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

Vice-Mayor Karr explained that he had been asked to do this last year but was unable to get it done in time. He commented that this year all involved parties got together earlier. He added that he had spoken with Councilman Pate and had his support for the resolution.

Nellie Meashintubby addressed the Council expressing her support of the resolution and reviewing the history of Columbus and how his actions had affected the indigenous people of the lands that he had discovered.

Larry Amos addressed the Council expressing his support for the resolution.

Ariana Byington addressed the Council giving a history of the Native Americans and commenting that November was Native American Month.

There was no discussion and Vice-Mayor Karr moved to approve RESOLUTION NO. 16-13, declaring the second Monday in October as Indigenous People's Day in the City of McAlester. The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

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

Mayor Browne pulled this item on the advice of the City Attorney.

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

Executive Summary

Presentation and discussion.

Manager Stasiak informed the Council that questions had come up regarding the City's residuals handling. He explained that several options had been presented to the City and that tonight Infrastructure Solutions Group, LLC would review some of those options.

Robert Vaughan Branch Manager, Infrastructure Solutions Group, LLC addressed the Council presenting them with an overview of the options available to the City to address the residuals at the Water Treatment Plant. During this presentation he also updated the Council on the City's current Consent Orders.

After the presentation and update there was a brief discussion concerning how the drying beds were going to be managed, using the solid material from the drying beds for cover at the landfill, the age of the plant, the cost of the various options to address Residuals Handling and if the drying beds were going to be cleaned annually.

There was no vote on this item.

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

Executive Summary

Motion to approve the budget amendment ordinance.

CFO Ervin addressed the Council reviewing the exhibits to the amendment and explaining that this amendment was to move all uncompleted projects from the 2015/2016 Budget to the 2016/2017 Budget.

ORDINANCE NO. 2575

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

A motion was made by Councilman Smith and seconded by Vice-Mayor Karr to approve **ORDINANCE NO. 2575**. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

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

Manager Stasiak addressed the Council explaining that the City of McAlester had been awarded a grant of \$83,790.00 from the Federal Aviation Administration. He stated that this grant required a ten percent (10%) match of \$9,310.00 from the City and would result in a total project of \$93,100.00. He added that this grant would be used to replace the existing rotating beacon and would add reliability to the airport's operations by making it easier to find.

Councilman Smith moved to accept the Federal Aviation Grant #3-40-0057-014-2016 for the replacement of the Rotating Beacon at the McAlester Regional Airport and authorize the Mayor to sign the agreement. The motion was seconded by Vice-Mayor Karr. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

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

Manager Stasiak addressed the Council informing them that the City had received two (2) bids for the installation of the new Rotating Beacon at the Airport and that LBR, Inc., the City's airport consultant recommended awarding the bid to Electric Power Solutions.

A motion was made by Councilman Smith and seconded by Councilman Garvin to accept the bid from Electric Power Solutions, in the amount of \$70,200.00 for the Installation of the New Rotating Beacon and authorize the Mayor to sign all documents required for this project. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

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

Manager Stasiak addressed the Council explaining the project to replace the media and underdrain of Filter #5 at the MPWA Water Treatment Plant was completed on September 1, 2016 and this item was for the final pay estimate.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the final payment of \$21,680.35 for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant and authorize the Mayor to sign the Contractor's Final Pay Estimate and accept the project as completed. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

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

Manager Stasiak requested that this item be pulled until the next meeting when representatives from Meshek could be in attendance.

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

Executive Summary

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

Mayor Browne informed the Council that the city that this vests were to be donated to should be Haileyville and not Hartshorne.

There was a brief discussion concerning the number of vests that were being donated and how the City had handled donations in the past.

A motion was made by Councilman Read and seconded by Councilman Smith to authorize and Acknowledgement and Release of Liability for the donation of McAlester Police Department expired bullet proof vests to Haileyville Police Department. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

Motion to approve the purchase of 6, 5" to 4" storz reducers, to be place on the ladder truck. Approx. cost 870.00
Purchases to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Chief Brewer addressed the Council explaining that this item was to purchase six (6), five (5) inch to four (4) inch storz reducers to be placed on the ladder truck. He added that the approximate cost of \$870.00 would be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Councilman Smith asked what a storz reducer was and Chief Brewer explained that it was a snap lock.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the purchase of six (6),” to 4” storz reducers, to be place on the ladder truck. Approx. cost 870.00
Purchases to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

Motion to approve the agreement.

Chief Brewer addressed the Council requesting that the year of the semi-tractor be changed to a 2010 or later freightliner semi-tractor.

A motion was made by Councilman Smith and seconded by Councilman Read to approve an agreement with Oklahoma Department of Agriculture, Food and Forestry, Department of Defense to accept the release and transfer of one used 2010 or later freightliner semi-tractor. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

For discussion and possible action.

Attorney Ervin addressed the Council informing them that the attached list contained changes that were being recommended by MuniCode. He commented that the committee had tried to insure that there were no substantive changes that the Council was not aware of. He then asked the Council to review the list proposed changes and submit their comments to either the City Clerk or him.

There was no vote on this item.

New Business

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

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak informed the Council that next week while he, Mayor Browne, Director Alsup and Kirk Ridenour were in Washington D.C attending the McAlester Stampede, Director Priddy would be Acting City Manager. He commented on the amount of work that went on behind the scenes to get information to the Council and expressed his appreciation to staff and CFO Ervin.

Mayor Browne also expressed his appreciation.

Remarks and Inquiries by City Council

Vice-Mayor Karr thanked administration and all of the employees for the work that they do and how it made the Council's job easier. He then asked why the resolution opposing "State Question 779" was pulled from the agenda.

Attorney Ervin answered that the official reason was that Title 26 § 16-119 which was State Statute, prohibits any official of City or State from using City or State resource to support or oppose an initiative or referendum.

Councilman Garvin reminded everyone that the "Old Town Festival" would be at the end of next month. He then read a letter that he received from a young man that he had been involved in an accident six (6) years ago. In the letter the young man stated that he had changed his life and apologized to both Councilman Garvin and the City of McAlester.

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

Mayor's Comments and Committee Appointments

Mayor Browne announced that Trick-or-Treat, in McAlester, would be on Saturday, October 29th and that October was also "Domestic Violence Awareness" month. He commented on the "thank you" that he had heard from the residents in the Mockingbird Street area for the street work that the City had recently completed. He congratulated Ethen Smith for receiving a scholarship from the Oklahoma Rural Rehabilitation Corporation and Trevor Sadler recently was to major over the Reserves.

Recess Council Meeting

Mayor Browne asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Read moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried and the meeting was recessed at 8:17 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:18 P.M.

Adjournment

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

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:18 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**September 7, 2016
Thru
September 21, 2016**

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|--|--------|----------|
| 01-1 | MISC VENDOR | | | | | |
| | BRETT BREWER | I-201609159009 | 01 -5431331 | EMPLOYEE TRAV TRAVEL REIMB | 080096 | 60.46 |
| 01-A00267 | AIRGAS, INC | | | | | |
| | | I-9054407789 | 01 -5653213 | SAFETY EXPENS SAFETY SUPPLIES | 080098 | 375.00 |
| | | I-9938857248 | 01 -5432202 | OPERATING SUP OXYGEN & EMS SUPPLIES | 080098 | 479.81 |
| | | I-9939066152 | 01 -5432202 | OPERATING SUP OXYGEN & EMS SUPPLIES | 080098 | 186.50 |
| 01-A00272 | ALDERSON REGIONAL LANDF | | | | | |
| | | I-182612 | 01 -5320202 | OPERATING EXP EVIDENCE DISPOSAL FE | 080099 | 33.02 |
| 01-A00345 | STAPLES ENTERPRISES LLC | | | | | |
| | | I-1600598 | 01 -5548203 | REPAIRS & MAI WATER HEATER-FIRE EMER | 080101 | 6,518.74 |
| 01-A00362 | VYVE BROADBAND | | | | | |
| | | I-201609078997 | 01 -5320328 | INTERNET SERV UTIL-INTRNET SVS-DETECTIVE DIV | 080031 | 98.56 |
| | | I-201609078997 | 01 -5542328 | INTERNET SERV UTIL-INTRNET SVS-STIPE CENTER | 080031 | 77.51 |
| | | I-201609139006 | 01 -5542328 | INTERNET SERV UTIL-INT.SVS-PARKS SHOP | 080073 | 75.96 |
| | | I-201609139006 | 01 -5548328 | INTERNET SERV UTIL-INT.SVS-FACILITY MAINT. | 080073 | 75.97 |
| | | I-201609139006 | 01 -5865328 | INTERNET SERV UTIL-INT.SVS-STREETS/TRAFFIC C | 080073 | 75.97 |
| | | I-201609139006 | 01 -5431328 | INTERNET SERV UTIL-INT.SVS-NORSIDE FIRE STAT | 080073 | 62.95 |
| 01-A00736 | ASSOC OF PUBLIC TREASUR | | | | | |
| | | I-104643 | 01 -5211330 | DUES & SUBSCR ANNUAL DUES-FINANCE | 080103 | 185.00 |
| | | I-3825 | 01 -5211330 | DUES & SUBSCR ANNUAL DUES-FINANCE | 080103 | 100.00 |
| 01-A00751 | ATWOODS | | | | | |
| | | C-3327/9 | 01 -5544203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 12.00- |
| | | I-3316/9 | 01 -5544203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 141.97 |
| | | I-3317/9 | 01 -5544203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 70.00 |
| | | I-3319/9 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 361.86 |
| | | I-3326/9 | 01 -5544203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 61.99 |
| | | I-3329/9 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 57.97 |
| | | I-3330/9 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 169.93 |
| | | I-3333/9 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080104 | 38.93 |
| 01-B00180 | UNION IRON WORKS, INC. | | | | | |
| | | I-S1949795.001 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080105 | 38.17 |
| | | I-S1949797.001 | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080105 | 38.23 |
| 01-B00503 | BROKEN ARROW ELECTRIC S | | | | | |
| | | I-S2091608.001 | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080107 | 147.02 |
| 01-C00100 | CLEET | | | | | |
| | | I-201609078999 | 01 -2100 | CLEET PAYABLE CLEET PAYABLE-AUG 2016 | 080034 | 6,562.18 |
| 01-C00320 | CENTERPOINT ENERGY ARKL | | | | | |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-FIRE STATION #2 | 080035 | 31.50 |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-FIRE STATION #3 | 080035 | 23.78 |

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|--|--------|-----------|
| 01-C00320 | CENTERPOINT ENERGY ARKL | continued | | | | |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-STIPE CENTER | 080035 | 141.47 |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-1600 E.COLLEGE | 080035 | 24.97 |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-OAKHILL CEMETERY | 080035 | 26.76 |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-CEMETERY | 080035 | 38.10 |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-MAINTENANCE SHOP | 080035 | 48.25 |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-LIBRARY | 080035 | 52.85 |
| | | I-201609078992 | 01 -5215314 | GAS UTILITY UTILITIES-GAS-CITY HALL | 080035 | 68.35 |
| 01-C00530 | CMI INC | I-826619 | 01 -5321316 | REPAIRS & MAI REPAIR INTOXILYZER | 080109 | 211.47 |
| 01-C00819 | COVERTRACK GROUP, INC. | I-17786 | 01 -5320121 | GRANT- DOJ MA SURVELILLANCE EQUIP | 080111 | 1,995.00 |
| 01-D00170 | DAVIS PIPE & SUPPLY | I-S1406254.001 | 01 -5542319 | LIGHTS REPLAC REPAIR PARTS | 080112 | 4,020.40 |
| 01-D00413 | DIGITAL ALLY INC | I-1088193 | 01 -5321202 | OPERATING SUP BODY CAMERA BATTERIES | 080114 | 185.00 |
| 01-E00266 | ERVIN & ERVIN ATTORNEYS | I-9-12-16 | 01 -5214302 | CONSULTANTS LEGAL FEES | 080072 | 2,580.00 |
| 01-E00279 | EST, INC. | I-37807 | 01 -5865218 | STREET REPAIR TESTING FEES - STREETS | 080116 | 316.00 |
| | | I-37814 | 01 -5865218 | STREET REPAIR TESTING FEES | 080116 | 632.00 |
| | | I-37817 | 01 -5865218 | STREET REPAIR TESTING FEES | 080116 | 316.00 |
| | | I-37820 | 01 -5865218 | STREET REPAIR TESTING FEES | 080116 | 552.00 |
| | | I-37823 | 01 -5865218 | STREET REPAIR TESTING FEES | 080116 | 145.00 |
| 01-E00300 | EVANGELINE SPECIALTIES, | I-9476 | 01 -5542319 | LIGHTS REPLAC CHRISTMAS DISPLAYS | 080117 | 10,336.85 |
| 01-F00015 | FLEETCOR TECHNOLOGIES | I-NP48386557 | 01 -5321212 | FUEL EXPENSE AUG FUEL EXP-POLICE | 080118 | 7,457.71 |
| | | I-NP48386557 | 01 -5431212 | FUEL EXPENSE AUG FUEL EXP-FIRE | 080118 | 1,625.42 |
| | | I-NP48386557 | 01 -5542212 | FUEL EXPENSE AUG FUEL EXP-PARKS | 080118 | 1,510.22 |
| | | I-NP48386557 | 01 -5547212 | FUEL EXPENSE AUG FUEL EXP-CEMETERY | 080118 | 262.57 |
| | | I-NP48386557 | 01 -5548212 | FUEL EXPENSE AUG FUEL EXP-FAC. MAINT. | 080118 | 153.25 |
| | | I-NP48386557 | 01 -5652212 | FUEL EXPENSE AUG FUEL EXP-CODES | 080118 | 154.27 |
| | | I-NP48386557 | 01 -5225212 | FUEL EXPENSE AUG FUEL EXP-IT | 080118 | 70.99 |
| | | I-NP48386557 | 01 -5322212 | FUEL EXPENSE AUG FUEL EXP-ANIMAL CONTROL | 080118 | 281.00 |
| | | I-NP48386557 | 01 -5432212 | FUEL EXPENSE AUG FUEL EXP-AMBULANCE | 080118 | 1,019.39 |
| | | I-NP48386557 | 01 -5544212 | FUEL EXPENSE AUG FUEL EXP-SBC | 080118 | 251.11 |
| | | I-NP48386557 | 01 -5865212 | FUEL EXPENSE AUG FUEL EXP-STREETS | 080118 | 1,955.44 |
| | | I-NP48386557 | 01 -5653212 | FUEL EXPENSE AUG FUEL EXP-SAFETY | 080118 | 78.28 |
| 01-F00037 | FASTENAL | | | | | |

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|---|--------|-----------|
| 01-F00037 | FASTENAL | | continued | | | |
| | | I-150535 | 01 -5865203 | REPAIR & MAIN MISC REPAIR ITEMS | 080120 | 80.94 |
| 01-F00120 | FIRE MARSHAL'S ASSOC OF | | | | | |
| | | I-#1 | 01 -5431331 | EMPLOYEE TRAV FIRE MARSHAL'S CONF REG | 080121 | 110.00 |
| 01-F00130 | FIRE PROTECTION PUBLICA | | | | | |
| | | I-66416 | 01 -5431331 | EMPLOYEE TRAV TRAINING MANUALS-FIR | 080122 | 371.50 |
| 01-G00010 | G & C RENTAL CENTER, IN | | | | | |
| | | I-42314 | 01 -5547203 | REPAIRS & MAI EQUIP RENTAL-OPEN GRAVES | 080123 | 56.50 |
| | | I-42473 | 01 -5865218 | STREET REPAIR TOOL & EQUIPMENT RENTAL | 080123 | 78.00 |
| 01-G00361 | GLOVER & ASSOCIATES, IN | | | | | |
| | | I-20130670 | 01 -5865218 | STREET REPAIR ASPHALT-MOCKINGBIRD LANE | 080125 | 7,116.45 |
| 01-I00110 | IMPRESS OFFICE SUPPLY | | | | | |
| | | I-398 | 01 -5215202 | OPERATING SUP OFFICE SUPPLIES | 080128 | 32.00 |
| | | I-409 | 01 -5215202 | OPERATING SUP OFFICE SUPPLIES | 080128 | 2.50 |
| 01-I00115 | INTERMEDIX TECHNOLOGIES | | | | | |
| | | I-INVADPI19770 | 01 -5432308 | CONTRACTED SE CONTRACT SVS-EMS-AUG 2016 | 080129 | 1,434.32 |
| 01-I00140 | INDIAN NATION WHOLESALE | | | | | |
| | | I-6556861 | 01 -5544202 | OPERATING SUP CONCESSION SUPPLIES | 080131 | 186.97 |
| 01-I00262 | INVESTIGATIVE CONCEPTS, | | | | | |
| | | I-1212124274 | 01 -5653348 | DRUG TESTING/ MISC BACKGROUND CHECKS | 080134 | 19.95 |
| 01-J00110 | JACKIE BRANNON CORR. CT | | | | | |
| | | I-20170360 | 01 -5547308 | CONTRACTED SE INMATE FEES-CEMETERY | 080135 | 119.94 |
| | | I-20170362 | 01 -5542308 | CONTRACTED SE INMATE FEES-PARKS | 080135 | 93.28 |
| 01-J00121 | JAMESCO ENTERPRISES, LL | | | | | |
| | | I-14267 | 01 -5542202 | OPERATING SUP JANITORIAL SUPPLIES | 080136 | 1,186.73 |
| 01-J00338 | JOB CONSTRUCTION CO INC | | | | | |
| | | I-33650 | 01 -5865218 | STREET REPAIR ASPHALT FOR WALKING TRK | 080138 | 15,096.69 |
| | | I-33651 | 01 -5865218 | STREET REPAIR ASPHALT-STREET REPAIRS | 080138 | 1,402.77 |
| | | I-33653 | 01 -5865218 | STREET REPAIR ASPHALT-STREET REPAIRS | 080138 | 697.97 |
| | | I-33654 | 01 -5865218 | STREET REPAIR ASPHALT-STREET REPAIRS | 080138 | 932.30 |
| 01-K00005 | K-BAR CO CONSTRUCTION | | | | | |
| | | C-14243CR | 01 -5865218 | STREET REPAIR CREDIT TO COR OVERPAYMENT | 080140 | 425.00- |
| | | I-14261 | 01 -5865218 | STREET REPAIR HAULING FEES | 080140 | 2,422.50 |
| 01-K00159 | BSN SPORTS | | | | | |
| | | I-98191794 | 01 -5544203 | REPAIRS & MAI MAT DRAG FOR BALL FIELDS | 080141 | 349.99 |

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|-----|--------------|---|--------|----------|
| 01-K00185 | KENNEDY EYE CARE, LLC | I-42921 | 01 | -5653213 | SAFETY EXPENS SAFETY SUPPLIES | 080142 | 50.00 |
| 01-K00220 | KIAMICHI TECHNOLOGY CNT | I-532-STA-A | 01 | -5432331 | EMPLOYE TRAVE EMT TRAINING | 080145 | 812.00 |
| 01-L00380 | LOCKE SUPPLY CO. | I-29536808-00 | 01 | -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080148 | 44.67 |
| | | I-29593651-00 | 01 | -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080148 | 43.44 |
| 01-L00428 | LOWE'S CREDIT SERVICES | I-001356 | 01 | -5865218 | STREET REPAIR MISC REPAIR & MAINT ITEMS | 080149 | 18.74 |
| | | I-002789 | 01 | -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 16.95 |
| | | I-02050 | 01 | -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 15.68 |
| | | I-02259 | 01 | -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 35.05 |
| | | I-02778 | 01 | -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 75.83 |
| | | I-02987 | 01 | -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 12.32 |
| | | I-06749 | 01 | -5431202 | OPERATING SUP MISC OPERATING SUPPLIES | 080149 | 56.98 |
| | | I-07772 | 01 | -5865203 | REPAIR & MAIN MISC MAINT & REPAIR ITEMS | 080149 | 29.76 |
| | | I-08792 | 01 | -5865203 | REPAIR & MAIN MISC MAINT & REPAIR ITEMS | 080150 | 89.58 |
| | | I-84341 | 01 | -5431202 | OPERATING SUP REPLACE STOVE-STATION3 | 080150 | 453.58 |
| | | I-84341 | 01 | -5431202 | OPERATING SUP REPLACE STOVE-STATION3 | 080150 | 24.67 |
| | | I-906601 | 01 | -5865203 | REPAIR & MAIN MISC MAINT & REPAIR ITEMS | 080150 | 161.17 |
| | | I-907578 | 01 | -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080150 | 111.75 |
| 01-M00487 | MILLER OFFICE EQUIPMENT | I-MCA385706 | 01 | -5215312 | EQUIPMENT REN MONTHLY COPIER SERVICES | 080152 | 95.40 |
| 01-M00570 | MOORE MEDICAL CORP. | I-99194961 | 01 | -5432202 | OPERATING SUP MEDICAL SUPPLIES | 080153 | 1,223.98 |
| 01-M00715 | MUSKOGEE COMMUNICATIONS | I-001382 | 01 | -5321316 | REPAIRS & MAI RADIO REPAIR-OFFICER #67 | 080155 | 113.60 |
| 01-MC0050 | MCALESTER CHAMBER OF CO | I-6183 | 01 | -5211331 | EMPLOYEE TRAV PROF. ED - M. COOK | 080156 | 395.00 |
| | | I-6183 | 01 | -5213331 | EMPLOYEE TRAV PROF. ED - K. TAYLOR | 080156 | 395.00 |
| 01-MC0140 | MCALESTER PAINT & SUPPL | I-00118852 | 01 | -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080157 | 15.06 |
| | | I-00119077 | 01 | -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080157 | 48.07 |
| 01-MC0169 | MCALESTER REGIONAL HOSP | I-CITYLAB-8-31-16 | 01 | -5653348 | DRUG TESTING/ MISC. DRUG TESTING | 080158 | 45.00 |
| 01-N00250 | MCALESTER NEWS CAPITAL | I-AUGUST 2016 | 01 | -5653317 | ADVERTISING & MISC JOB POSTINGS | 080159 | 110.16 |
| 01-000039 | OCCUPATIONAL MEDICINE | | | | | | |

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|------------------|--|--------|-----------|
| 01-000039 | OCCUPATIONAL MEDICINE | | continued | | | |
| | | I-9-30-16 | 01 -5653348 | DRUG TESTING/ PHYSICAL AGILITY TESTING | 080160 | 784.00 |
| 01-000075 | O'REILLY AUTO PARTS | | | | | |
| | | I-407494 | 01 -5431203 | REPAIRS & MAI MISC SUPPLIES | 080161 | 6.78 |
| | | I-409443 | 01 -5431203 | REPAIRS & MAI MISC SUPPLIES | 080161 | 89.88 |
| 01-000219 | OKLA BUREAU OF NARCOTIC | | | | | |
| | | I-201609078994 | 01 -2103 | OBN PAYABLE (OBN FEES COLLECTED-AUG 2016 | 080037 | 105.87 |
| 01-000427 | OKLA UNIFORM BUILDING C | | | | | |
| | | I-AUG 2016 FEES | 01 -5652336 | FEES BUILDING PERMIT FEES | 080038 | 120.00 |
| 01-000556 | OMAG-OK MUNICIPAL ASSUR | | | | | |
| | | I-2ND QTR PREMIUM | 01 -5215322 | LIABILITY INS LIABILITY INS-GF | 080165 | 12,897.07 |
| | | I-2ND QTR PREMIUM | 01 -5215322 | LIABILITY INS GEN FUND EQUIP INS | 080165 | 487.01 |
| | | I-2ND QTR PREMIUM | 01 -5215321 | AUTO INSURANC AUTO INS-GENERAL | 080165 | 11,880.83 |
| 01-000595 | OSBI | | | | | |
| | | I-201609078995 | 01 -2101 | AFIS PAYABLE AFIS PAYABLE - AUG 2016 | 080039 | 3,619.50 |
| | | I-201609078995 | 01 -2102 | FORENSICS PAY FORENSIC PAYABLE - AUG 2016 | 080039 | 3,494.41 |
| 01-P00083 | PANHANDLE BREATHING AIR | | | | | |
| | | I-6642 | 01 -5431316 | REPAIRS & MAI SCBA MASK REPAIRS | 080167 | 785.00 |
| 01-P00210 | PEPSI COLA | | | | | |
| | | I-1783455 | 01 -5544202 | OPERATING SUP CONCESSION SUPPLIES | 080168 | 90.00 |
| 01-P00242 | PETER STASIAK | | | | | |
| | | I-201609139002 | 01 -5210331 | EMPLOYEE TRAV TRAVEL EXP-ODOT MEETING 9/12 | 080077 | 69.72 |
| | | I-201609149008 | 01 -5210331 | EMPLOYEE TRAV TRAVEL EXP-ODOT MEETING 9/13 | 080077 | 69.72 |
| 01-P00340 | PITTS. COUNTY ELEC. BOA | | | | | |
| | | I-16-00317 | 01 -5101350 | ELECTIONS SPEC ELECT FEE-WARD | 080169 | 1,077.30 |
| 01-P00510 | PRO-KIL, INC | | | | | |
| | | I-163577 | 01 -5542308 | CONTRACTED SE PEST CONTROL-W. KIOWA | 080171 | 68.00 |
| | | I-163578 | 01 -5544308 | CONTRACT LABO PEST CONTROL - SBC | 080171 | 106.00 |
| 01-P00560 | PUBLIC SERVICE/AEP | | | | | |
| | | I-201609078996 | 01 -5215313 | ELECTRIC UTIL UTIL-ELEC-301 E. CARL ALBERT | 080040 | 2,398.92 |
| | | I-201609078996 | 01 -5215313 | ELECTRIC UTIL UTIL-ELEC-LIBRARY | 080040 | 3,610.51 |
| | | I-201609078996 | 01 -5215313 | ELECTRIC UTIL UTIL-ELEC-STREET LIGHTS | 080040 | 11,753.57 |
| | | I-201609139005 | 01 -5215313 | ELECTRIC UTIL UTIL-ELECTRIC-GENERAL | 080078 | 16,057.06 |
| 01-R00210 | RED RIVER SPECIALIST, I | | | | | |
| | | I-567514 | 01 -5542206 | CHEMICALS ROUND UP FOR PARKS | 080172 | 1,250.00 |
| 01-R00521 | ROTARY CLUB | | | | | |

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|-----|--------------|---|--------|-----------|
| 01-R00521 | ROTARY CLUB | | | continued | | | |
| | | I-4905 | 01 | -5210330 | DUES & SUBSCR ANNUAL MEMBERSHIP DUES | 080175 | 200.00 |
| 01-S00100 | JODY LYNN WOOD dba SCOR | | | | | | |
| | | I-1600582 | 01 | -5542316 | REPAIRS & MAI NET POLE REPLACEMENT | 080176 | 700.00 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | | |
| | | I-201609159010 | 01 | -5215110 | PENSION - DEF PENSION CONTRIBUTION-GENERAL | 080178 | 26,007.00 |
| 01-S00329 | SHRED-IT US JV LLC dba | | | | | | |
| | | I-9412183708 | 01 | -5212308 | CONTRACTED SE MO. SHREDDING SERVICE | 080179 | 70.40 |
| 01-S00726 | STAPLES ADVANTAGE | | | | | | |
| | | I-3313120397 | 01 | -5320202 | OPERATING EXP OFFICE SUPPLIES | 080181 | 97.96 |
| | | I-3313120400 | 01 | -5101202 | OPERATING SUP CHAIRS - COUNCIL CHAMBER | 080181 | 1,181.53 |
| | | I-3313120403 | 01 | -5215202 | OPERATING SUP OFFICE SUPPLIES | 080181 | 639.09 |
| | | I-3313120405 | 01 | -5215202 | OPERATING SUP OFFICE SUPPLIES | 080181 | 539.64 |
| | | I-3313120406 | 01 | -5215202 | OPERATING SUP OFFICE SUPPLIES | 080181 | 227.60 |
| | | I-3314073915 | 01 | -5215202 | OPERATING SUP OFFICE SUPPLIES | 080181 | 343.54 |
| | | I-3314073916 | 01 | -5215202 | OPERATING SUP OFFICE SUPPLIES | 080181 | 18.68 |
| | | I-3314073917 | 01 | -5215202 | OPERATING SUP OFFICE SUPPLIES | 080181 | 7.10 |
| 01-S00956 | SWANK MOTION PICTURES, | | | | | | |
| | | I-RG2234618 | 01 | -5215202 | OPERATING SUP MOVIE IN PARK RENTAL FEES | 080182 | 385.00 |
| 01-T00010 | T. H. ROGERS LUMBER CO. | | | | | | |
| | | C-523868 | 01 | -5321325 | FIRING RANGE TARGET BARRIER REPAIRS | 080183 | 2,076.34- |
| | | C-523931 | 01 | -5321325 | FIRING RANGE TARGET BARRIER REPAIRS | 080183 | 943.57- |
| | | I-523712 | 01 | -5865218 | STREET REPAIR FORMING MATERIALS | 080183 | 23.28 |
| | | I-523852 | 01 | -5321325 | FIRING RANGE TARGET BARRIER REPAIRS | 080183 | 2,076.34 |
| | | I-523870 | 01 | -5321325 | FIRING RANGE TARGET BARRIER REPAIRS | 080183 | 2,232.47 |
| | | I-524257 | 01 | -5321325 | FIRING RANGE TARGET BARRIER REPAIRS | 080183 | 208.95 |
| | | I-524496 | 01 | -5865218 | STREET REPAIR FORMING MATERIALS | 080183 | 28.76 |
| | | I-524525 | 01 | -5865218 | STREET REPAIR SUPPLIES FOR TRAILS PJT | 080183 | 461.69 |
| | | I-524528 | 01 | -5865218 | STREET REPAIR SUPPLIES FOR TRAILS PJT | 080183 | 5.89 |
| | | I-524536 | 01 | -5865218 | STREET REPAIR SUPPLIES FOR TRAILS PJT | 080183 | 1.60 |
| | | I-524673 | 01 | -5865218 | STREET REPAIR FORMING MATERIALS | 080183 | 537.85 |
| 01-T00320 | THYSSENKRUPP ELEVATOR C | | | | | | |
| | | I-5000549419 | 01 | -5548203 | REPAIRS & MAI ELEVATOR REPAIRS AT CITY HALL | 080186 | 1,696.50 |
| 01-T00429 | THOMAS J DAVIS | | | | | | |
| | | I-201609159012 | 01 | -5544308 | CONTRACT LABO UMPIRE - 3 GAMES | 080187 | 75.00 |
| 01-T00630 | TWIN CITIES READY MIX, | | | | | | |
| | | I-132226 | 01 | -5865218 | STREET REPAIR CONCRETE-STREET REPAIRS | 080189 | 672.75 |
| | | I-132565 | 01 | -5865218 | STREET REPAIR CONCRETE-STREET REPAIRS | 080189 | 490.50 |
| 01-U00020 | UNITED STATES CELLULAR | | | | | | |

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 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|--|--------|------------|
| 01-U00020 | UNITED STATES CELLULAR | | continued | | | |
| | | I-0152249108 | 01 -5544328 | INTERNET SERV UTILITIES-INTERNET SVS-SBC | 080045 | 52.08 |
| | | I-0152291399 | 01 -5215315 | TELEPHONE UTI UTILITIES-CELL PHONE-GENERAL | 080045 | 2,052.95 |
| 01-U00128 | UNITED PACKAGING & SHIP | | | | | |
| | | I-145245 | 01 -5321202 | OPERATING SUP MAILING FEES | 080191 | 13.67 |
| 01-W00040 | WALMART COMMUNITY BRC | | | | | |
| | | I-001961 | 01 -5431202 | OPERATING SUP MISC OPERATING SUPPLIES | 080192 | 49.26 |
| | | I-03649 | 01 -5544202 | OPERATING SUP CONCESSION SUPPLIES | 080192 | 44.94 |
| | | I-07577 | 01 -5431202 | OPERATING SUP MISC OPERATING SUPPLIES | 080192 | 44.91 |
| | | I-08482 | 01 -5431202 | OPERATING SUP MISC OPERATING SUPPLIES | 080192 | 35.52 |
| 01-W00381 | WILLIAM D ROBERTSON | | | | | |
| | | I-201609159011 | 01 -5544308 | CONTRACT LABO UMPIRE - 3 GAMES | 080194 | 75.00 |
| | | | | FUND 01 GENERAL FUND | TOTAL: | 197,556.19 |

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-----------------|-----|--------------|--|--------|------------|
| 01-A00267 | AIRGAS, INC | I-9938855417 | 02 | -5973203 | REPAIRS & MAI MO.BOTTLE RENTAL FEE | 080098 | 112.88 |
| 01-A00362 | VYVE BROADBAND | I-201609139006 | 02 | -5975328 | INTERNET SERV UTIL-INT.SVS-HEREFORD LANE | 080073 | 67.51 |
| 01-A00423 | ALLIED WASTE SERVICES O | I-375-000380851 | 02 | -5866306 | CONTRACTED RE WASTE SERVICE FEES-JULY 2016 | 080102 | 148,286.11 |
| | | I-375-000380851 | 02 | -5866306 | CONTRACTED RE BAD DEBT WRITE OFF - JULY 2016 | 080102 | 730.20- |
| 01-A00751 | ATWOODS | I-3342/9 | 02 | -5973203 | REPAIRS & MAI MISC REPAIR ITEMS | 080104 | 59.99 |
| 01-B00314 | BIO-AQUATIC TESTING, IN | I-00049364 | 02 | -5973304 | LAB TESTING TESTING FEES - WWM | 080106 | 186.47 |
| | | I-00049635 | 02 | -5973304 | LAB TESTING WWM TESTING FEES | 080106 | 731.01 |
| 01-C00320 | CENTERPOINT ENERGY ARKL | I-201609078992 | 02 | -5267314 | GAS UTILITY UTILITIES-GAS-301 E. POLK AVE | 080035 | 52.04 |
| 01-C00535 | CLIFFORD POWER SYSTEMS | I-PMA-0024120 | 02 | -5973316 | REPAIRS & MAI GENERATOR MAINTENANCE | 080110 | 1,929.00 |
| 01-F00015 | FLEETCOR TECHNOLOGIES | I-NP48386557 | 02 | -5216212 | FUEL EXPENSE AUG FUEL EXP-UTIL BILLING | 080118 | 37.66 |
| | | I-NP48386557 | 02 | -5973212 | FUEL EXPENSE AUG FUEL EXP-WWM | 080118 | 43.11 |
| | | I-NP48386558 | 02 | -5216212 | FUEL EXPENSE AUG FUEL EXP-UTIL BILLING | 080119 | 651.64 |
| | | I-NP48386558 | 02 | -5864212 | FUEL EXPENSE AUG FUEL EXP-LANDFILL | 080119 | 43.99 |
| | | I-NP48386558 | 02 | -5866212 | FUEL EXPENSE AUG FUEL EXP-SANITATION | 080119 | 376.83 |
| | | I-NP48386558 | 02 | -5871212 | FUEL EXPENSE AUG FUEL EXP-ENGINEER | 080119 | 44.16 |
| | | I-NP48386558 | 02 | -5973212 | FUEL EXPENSE AUG FUEL EXP-WWT | 080119 | 648.09 |
| | | I-NP48386558 | 02 | -5975212 | FUEL EXPENSE AUG FUEL EXP-UTM | 080119 | 1,978.56 |
| 01-F00251 | FORT COBB FUEL AUTHORIT | I-201609078993 | 02 | -5267314 | GAS UTILITY UTILITIES-GAS-HEREFORD LANE | 080036 | 17.51 |
| 01-H00100 | HAYNES EQUIPMENT, LLC | I-8116177-IN | 02 | -5973203 | REPAIRS & MAI PUMP PARTS-WWM | 080127 | 1,104.20 |
| 01-I00188 | INFRASTRUCTURE SOLUTION | I-MC-16-01-09 | 02 | -5871302 | CONSULTANTS CONSULTANT FEES-GEN SVS | 080132 | 8,625.00 |
| 01-J00149 | JARED MCCABE | I-1623 | 02 | -5973316 | REPAIRS & MAI CRANE SERVICE FEE | 080137 | 280.00 |
| 01-J00338 | JOB CONSTRUCTION CO INC | I-33652 | 02 | -5975218 | STREET REPAIR ASPHALT-WATER BREAKS | 080138 | 200.20 |
| 01-K00210 | KIAMICHI ELECTRIC COOP. | | | | | | |

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|------------------|---|--------|-----------|
| 01-K00210 | KIAMICHI ELECTRIC COOP. | | continued | | | |
| | | I-201609149007 | 02 -5267313 | ELECTRIC UTIL UTIL-ELEC-HEREFORD LANE | 080076 | 641.37 |
| 01-K00225 | KI BOIS COMMUNITY ACTIO | | | | | |
| | | I-8/31/2016 | 02 -5866307 | CONTRACTED RE RECYCLE CENTER LABOR | 080146 | 2,070.00 |
| 01-L00428 | LOWE'S CREDIT SERVICES | | | | | |
| | | C-11106 | 02 -5973203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 28.46- |
| | | I-001455 | 02 -5973203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 51.20 |
| | | I-002116 | 02 -5975209 | UTILITY MAINT MISC REPAIR ITEMS | 080149 | 197.78 |
| | | I-02795 | 02 -5973203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 080149 | 32.25 |
| | | I-02981 | 02 -5975209 | UTILITY MAINT MISC REPAIR ITEMS | 080149 | 9.99 |
| 01-M00342 | FREMAREK, INC., | | | | | |
| | | I-0589038-IN | 02 -5973203 | REPAIRS & MAI PUMP PARTS-WWM | 080151 | 138.98 |
| 01-O00075 | O'REILLY AUTO PARTS | | | | | |
| | | I-0230-409541 | 02 -5973203 | REPAIRS & MAI LIFT STATION REPAIR PARTS | 080161 | 13.84 |
| | | I-0230-409786 | 02 -5973203 | REPAIRS & MAI LIFT STATION REPAIR PARTS | 080161 | 110.72 |
| 01-O00556 | OMAG-OK MUNICIPAL ASSUR | | | | | |
| | | I-2ND QTR PREMIUM | 02 -5267322 | LIABILITY INS LIABILITY INS-MPWA | 080165 | 3,303.73 |
| | | I-2ND QTR PREMIUM | 02 -5267322 | LIABILITY INS MPWA EQUIP INS | 080165 | 207.00 |
| | | I-2ND QTR PREMIUM | 02 -5267321 | AUTO INSURANC AUTO INS-MPWA | 080165 | 2,547.17 |
| 01-P00040 | PACE ANALYTICAL SERVICE | | | | | |
| | | I-167538366 | 02 -5973304 | LAB TESTING MONTHLY TESTING FEES | 080166 | 71.22 |
| | | I-167538707 | 02 -5973304 | LAB TESTING MONTHLY TESTING FEES | 080166 | 137.00 |
| 01-P00560 | PUBLIC SERVICE/AEP | | | | | |
| | | I-201609078996 | 02 -5267313 | ELECTRIC UTIL UTIL-ELEC-RECYCLE CENTER | 080040 | 111.53 |
| 01-R00600 | RURAL WATER DISTRICT #1 | | | | | |
| | | I-201609078998 | 02 -5267316 | REPAIRS & MAI UTILITIES-WATER @ LANDFILL | 080041 | 14.30 |
| 01-S00216 | SEVERN TRENT ENV SVS., | | | | | |
| | | I-12747 | 02 -5975308 | CONTRACTED SE UTM MNGMNT-AUG 2016 | 080177 | 7,811.25 |
| | | I-12748 | 02 -5975308 | CONTRACTED SE UTM MNGMNT-SEP 2016 | 080177 | 7,811.25 |
| | | I-12748A | 02 -5974302 | CONSULTANTS OPERATIONAL SVS-WTP-SEP 2016 | 080177 | 98,702.75 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201609159010 | 02 -5267110 | PENSION - DEF PENSION CONTRIBUTION-MPWA | 080178 | 12,769.00 |
| 01-S00580 | AT & T | | | | | |
| | | I-201609078991 | 02 -5267315 | TELEPHONE UTI UTILITIES-TELEPHONE-MPWA | 080044 | 6,580.27 |
| | | I-201609139003 | 02 -5267315 | TELEPHONE UTI UTIL-TEL-DATA LINE-SEP 2016 | 080079 | 330.00 |
| 01-T00052 | TECHNICAL PROGRAMMING S | | | | | |
| | | I-97780 | 02 -5216336 | FEES UB&C MAILING FEE | 080184 | 774.40 |

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 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-----------|------------------|---|--------|------------|
| 01-T00052 | TECHNICAL PROGRAMMING S | continued | | | | |
| | I-97780 | | 02 -5216317 | POSTAGE UB&C POSTAGE FEE | 080184 | 1,194.90 |
| 01-U00020 | UNITED STATES CELLULAR | | | | | |
| | I-0152291399 | | 02 -5267315 | TELEPHONE UTI UTILITIES-CELL PHONE-MPWA | 080045 | 1,009.77 |
| 01-U00051 | UTILITY SUPPLY CO., INC | | | | | |
| | I-096941 | | 02 -5975209 | UTILITY MAINT MISC. REPAIR ITEMS | 080190 | 137.60 |
| | I-096942 | | 02 -5975209 | UTILITY MAINT MISC. REPAIR ITEMS | 080190 | 74.65 |
| | I-097243 | | 02 -5975209 | UTILITY MAINT MISC. REPAIR ITEMS | 080190 | 116.50 |
| | I-097244 | | 02 -5975209 | UTILITY MAINT MISC. REPAIR ITEMS | 080190 | 134.02 |
| | I-097245 | | 02 -5975209 | UTILITY MAINT MISC. REPAIR ITEMS | 080190 | 96.00 |
| | I-097246 | | 02 -5975209 | UTILITY MAINT MISC. REPAIR ITEMS | 080190 | 91.60 |
| | I-097247 | | 02 -5975209 | UTILITY MAINT MISC. REPAIR ITEMS | 080190 | 311.53 |
| 01-U00128 | UNITED PACKAGING & SHIP | | | | | |
| | I-191187 | | 02 -5973203 | REPAIRS & MAI SHIPPING FEES | 080191 | 35.60 |
| | I-191211 | | 02 -5973203 | REPAIRS & MAI SHIPPING FEES | 080191 | 36.50 |
| | | | | FUND 02 MPWA | TOTAL: | 312,392.97 |

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 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 03 AIRPORT AUTHORITY

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|------------------|--|--------|-----------|
| 01-F00015 | FLEETCOR TECHNOLOGIES | | | | | |
| | | I-NP48386558 | 03 -5876212 | FUEL EXPENSE AUG FUEL EXP-AIRPORT | 080119 | 222.03 |
| 01-000556 | OMAG-OK MUNICIPAL ASSUR | | | | | |
| | | I-2ND QTR PREMIUM | 03 -5876322 | INSURANCE/BON AIRPORT EQUIP INS | 080165 | 14.33 |
| | | I-2ND QTR PREMIUM | 03 -5876321 | AUTO INSURANC AUTO INS-AIRPORT | 080165 | 104.67 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201609159010 | 03 -5876110 | PENSION-DEFIN PENSION CONTRIBUTION-AIRPORT | 080178 | 954.00 |
| 01-S00421 | SOONER RECON, LLC | | | | | |
| | | I-177815 | 03 -5876401 | CAPITAL OUTLA ROOF REPAIR-AP TERMINAL B | 080180 | 14,250.00 |
| 01-U00020 | UNITED STATES CELLULAR | | | | | |
| | | I-0152291399 | 03 -5876315 | TELEPHONE UTI UTILITIES-CELL PHONE-AIRPORT | 080045 | 42.65 |
| | | | | FUND 03 AIRPORT AUTHORITY | TOTAL: | 15,587.68 |

PACKET : 14585 14594 14598 14601

VENDOR SET: Mult

FUND : 05 PARKING AUTHORITY

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|--------------------|----------------|------------------|---|--------|--------|
| 01-P00560 | PUBLIC SERVICE/AEP | I-201609078996 | 05 -5218313 | ELECTRIC UTIL UTIL-ELEC-PARKING AUTHORITY | 080040 | 100.83 |
| | | | | FUND 05 PARKING AUTHORITY | TOTAL: | 100.83 |

9/20/2016 2:23 PM
 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 08 NUTRITION

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|------------------|--|--------|----------|
| 01-A00324 | ALISHA RAE HOWELL | | | | | |
| | | I-201609199019 | 08 -5549308 | CONTRACT SERV CONTRACT MEAL DELIVERY | 080100 | 105.00 |
| | | I-201609199020 | 08 -5549308 | CONTRACT SERV REIMB MILEAGE-MEAL DELIVERY | 080100 | 71.28 |
| 01-E00207 | EMMA E. BELLIS | | | | | |
| | | I-201609199023 | 08 -5549308 | CONTRACT SERV REIMB MILEAGE-MEAL DELIVERY | 080115 | 91.80 |
| 01-F00015 | FLEETCOR TECHNOLOGIES | | | | | |
| | | I-NP48386557 | 08 -5549212 | FUEL EXPENSE AUG FUEL EXP-NUTRITION | 080118 | 580.19 |
| 01-G00288 | GERALDINE E MALKOWSKI | | | | | |
| | | I-201609199021 | 08 -5549308 | CONTRACT SERV CONTRACT MEAL DELIVERY | 080124 | 165.00 |
| | | I-201609199022 | 08 -5549308 | CONTRACT SERV REIMB MILEAGE-MEAL DELIVERY | 080124 | 98.28 |
| 01-000556 | OMAG-OK MUNICIPAL ASSUR | | | | | |
| | | I-2ND QTR PREMIUM | 08 -5549322 | LIABILITY INS LIABILITY INS-NUTRIT | 080165 | 966.95 |
| | | I-2ND QTR PREMIUM | 08 -5549321 | AUTO INSURANC AUTO INS-NUTRITION | 080165 | 257.33 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201609159010 | 08 -5549110 | PENSION-DEFIN PENSION CONTRIBUTION-NUTRITIO | 080178 | 1,061.00 |
| 01-T00449 | TOMI NICOLE TAYLOR | | | | | |
| | | I-201609199024 | 08 -5549308 | CONTRACT SERV CONTRACT MEAL DELIVERY | 080188 | 45.00 |
| | | I-201609199025 | 08 -5549308 | CONTRACT SERV REIMB MILEAGE-MEAL DELIVERY | 080188 | 35.64 |
| 01-U00020 | UNITED STATES CELLULAR | | | | | |
| | | I-0152291399 | 08 -5549315 | TELEPHONE UTI UTILITIES-CELL PHONE-NUTRITION | 080045 | 127.95 |
| | | | | | | |
| | | | | FUND 08 NUTRITION | TOTAL: | 3,605.42 |

9/20/2016 2:23 PM
 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 27 TOURISM FUND

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|--|----------------------|-----------------|
| 01-D00402 | DIAMOND TROPHY & ENGRAV | I-W1201690915 | 27 -5655214 | TOURISM EXPEN VETERAN'S DAY AWARDS | 080113 | 48.85 |
| 01-F00015 | FLEETCOR TECHNOLOGIES | I-NP48386557 | 27 -5655212 | FUEL EXPENSE AUG FUEL EXP-TOURISM | 080118 | 55.17 |
| 01-000137 | OKLA TOURISM/RECREATION | I-1351-13257 | 27 -5655214 | TOURISM EXPEN BROCHURE MAILING FEES | 080162 | 183.77 |
| 01-000551 | OLD TOWN ASSOCIATION | I-536908 | 27 -5655357 | OLD TOWN FEST REIMB-FESTIVAL EXPENSE | 080164 | 7,356.25 |
| 01-S00249 | MORGAN STANLEY SMITH BA | I-201609159010 | 27 -5655110 | PENSION-DEFIN PENSION CONTRIBUTION-TOURISM | 080178 | 720.00 |
| 01-U00020 | UNITED STATES CELLULAR | I-0152291399 | 27 -5655315 | TELEPHONE UTI UTILITIES-CELL PHONE-TOURISM | 080045 | 53.07 |
| | | | | | FUND 27 TOURISM FUND | TOTAL: 8,417.11 |

9/20/2016 2:23 PM
 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 28 SE EXPO CENTER

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|-----|--------------|---|--------|----------|
| 01-C00320 | CENTERPOINT ENERGY ARKL | I-201609078992 | 28 | -5654314 | GAS UTILITY UTILITIES-GAS-EXPO | 080035 | 65.03 |
| 01-C00469 | CITY OF MCALESTER SPECI | I-92716 | 28 | -5654349 | COUNCIL PARTN EXPO RENTAL PARTNERS | 080108 | 125.00 |
| 01-F00015 | FLEETCOR TECHNOLOGIES | I-NP48386557 | 28 | -5654212 | FUEL EXPENSE AUG FUEL EXP-EXPO | 080118 | 28.73 |
| 01-J00110 | JACKIE BRANNON CORR. CT | I-20170363 | 28 | -5654308 | CONTRACT SERV INMATE FEES | 080135 | 166.32 |
| 01-J00121 | JAMESCO ENTERPRISES, LL | I-14281 | 28 | -5654203 | REPAIR & MAIN JANITORIAL SUPPLIES | 080136 | 308.15 |
| 01-L00428 | LOWE'S CREDIT SERVICES | I-007333 | 28 | -5654203 | REPAIR & MAIN MISC REPAIR & MAINT ITEMS | 080149 | 46.48 |
| 01-O00556 | OMAG-OK MUNICIPAL ASSUR | I-2ND QTR PREMIUM | 28 | -5654322 | LIABILITY INS LIABILITY INS-EXPO | 080165 | 886.37 |
| | | I-2ND QTR PREMIUM | 28 | -5654322 | LIABILITY INS EXPO EQUIP INS | 080165 | 132.00 |
| | | I-2ND QTR PREMIUM | 28 | -5654321 | AUTO INSURANC AUTO INS-EXPO&TOURIS | 080165 | 98.00 |
| 01-P00342 | PITTS. COUNTY FREE FAIR | I-916 | 28 | -5654317 | ADVERTISING & MAGIC SHOW-COUNTY FAIR | 080170 | 950.00 |
| 01-S00249 | MORGAN STANLEY SMITH BA | I-201609159010 | 28 | -5654110 | PENSION-DEFIN PENSION CONTRIBUTION-EXPO | 080178 | 1,397.00 |
| 01-S00580 | AT & T | I-201609078987 | 28 | -5654315 | TELEPHONE UTI UTILITIES-TEL-ATM LINE @ EXPO | 080042 | 125.90 |
| 01-U00020 | UNITED STATES CELLULAR | I-0152291399 | 28 | -5654315 | TELEPHONE UTI UTILITIES-CELL PHONE-EXPO | 080045 | 127.95 |
| 01-W00040 | WALMART COMMUNITY BRC | I-009886 | 28 | -5654210 | CONCESSION SU CONCESSION SUPPLIES | 080192 | 39.80 |
| | | | | FUND | 28 SE EXPO CENTER | TOTAL: | 4,496.73 |

9/20/2016 2:23 PM
 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 29 E-911

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|-----|--------------|--|--------|----------|
| 01-A00581 | AT&T | | | | | | |
| | | I-201609078988 | 29 | -5324315 | TELEPHONE UTI UTIL-TEL-HOST CIRCUIT PITT CO | 080032 | 198.00 |
| | | I-201609078990 | 29 | -5324315 | TELEPHONE UTI UTILITIES-TELE-HOST CRCT-E-911 | 080033 | 781.25 |
| 01-C00146 | CANADIAN VALLEY TELEPHO | | | | | | |
| | | I-1974SZ00801.046 | 29 | -5324315 | TELEPHONE UTI UTIL-TEL-911 CO TRUNK LINE | 080074 | 113.36 |
| 01-C00856 | CROSS TELEPHONE | | | | | | |
| | | I-00011926 | 29 | -5324315 | TELEPHONE UTI UTIL-TEL-911 CO TRUNK LINE | 080075 | 406.34 |
| 01-F00015 | FLEETCOR TECHNOLOGIES | | | | | | |
| | | I-NP48386557 | 29 | -5324212 | FUEL EXPENSE AUG FUEL EXP-E-911 | 080118 | 35.49 |
| 01-L00084 | LANGUAGE LINE SERVICES | | | | | | |
| | | I-3907377 | 29 | -5324202 | OPERATING SUP TRANSLATION SVS 911 CALLS | 080147 | 11.70 |
| 01-000276 | OKLA DEPT OF PUBLIC SAF | | | | | | |
| | | I-04-1701481 | 29 | -5324308 | CONTRACTED SE TELETYPE RENTAL | 080163 | 350.00 |
| 01-000556 | OMAG-OK MUNICIPAL ASSUR | | | | | | |
| | | I-2ND QTR PREMIUM | 29 | -5324322 | LIABILITY INS LIABILITY INS-E911 | 080165 | 725.21 |
| | | I-2ND QTR PREMIUM | 29 | -5324321 | AUTO INSURANC AUTO INS-E-911 | 080165 | 47.33 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | | |
| | | I-201609159010 | 29 | -5324110 | PENSION-DEFIN PENSION CONTRIBUTION-E-911 | 080178 | 3,921.00 |
| 01-S00580 | AT & T | | | | | | |
| | | I-201609078989 | 29 | -5324315 | TELEPHONE UTI UTILITIES-TELE-911 WIRELESS | 080043 | 228.36 |
| | | I-201609139004 | 29 | -5324401 | CAPITAL OUTLA UTIL-TEL-EQUIP LEASE-SEP 2016 | 080080 | 2,403.33 |
| 01-U00020 | UNITED STATES CELLULAR | | | | | | |
| | | I-0152291399 | 29 | -5324315 | TELEPHONE UTI UTILITIES-CELL PHONE-E-911 | 080045 | 42.65 |
| 01-W00040 | WALMART COMMUNITY BRC | | | | | | |
| | | I-01253 | 29 | -5324202 | OPERATING SUP SUPPLIES | 080192 | 107.11 |
| | | | | | | | |
| | | | | FUND | 29 E-911 | TOTAL: | 9,371.13 |

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 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 30 ECONOMIC DEVELOPMENT

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-----------------|------------------|--|--------|----------|
| 01-F00015 | FLEETCOR TECHNOLOGIES | I-NP48386557 | 30 -5652212 | FUEL EXPENSE AUG FUEL EXP-ECON DEV. | 080118 | 97.45 |
| 01-I00230 | INTERNATIONAL ECONOMIC | I-MEMBER#273051 | 30 -5652330 | DUES & SUBSCR MEMBERSHIP RENEWAL-ALSUP | 080133 | 405.00 |
| 01-S00249 | MORGAN STANLEY SMITH BA | I-201609159010 | 30 -5652114 | PENSION-DEFIN PENSION CONTRIBURTION-ECON DEV | 080178 | 1,226.00 |
| 01-T00231 | THE SPECTRUM GROUP MEMB | I-11151 | 30 -5211361 | DEFENSE CONSU CONSULTANT SVS-MDSA | 080185 | 3,581.25 |
| | | I-11151 | 30 -5652343 | 2016 OSMPC GR CONSULTANT SVS-MDSA | 080185 | 1,193.75 |
| | | | FUND | 30 ECONOMIC DEVELOPMENT | TOTAL: | 6,503.45 |

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 PACKET : 14585 14594 14598 14601
 VENDOR SET: Mult
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-----------------|-----|--------------|---|--------|----------|
| 01-A00215 | ADVANCE AUTO PARTS | | | | | | |
| | | I-8117624577920 | 35 | -5862203 | REPAIRS & MAI MISC AUTO PARTS | 080097 | 189.54 |
| | | I-8117624677979 | 35 | -5862203 | REPAIRS & MAI MISC AUTO PARTS | 080097 | 22.52 |
| 01-F00015 | FLEETCOR TECHNOLOGIES | | | | | | |
| | | I-NP48386557 | 35 | -5862212 | FUEL EXPENSE AUG FUEL EXP-FLEET MAINT. | 080118 | 170.90 |
| 01-G00490 | GRISSOM IMPLEMENT INC | | | | | | |
| | | I-584573 | 35 | -5862203 | REPAIRS & MAI MISC REPAIR ITEMS | 080126 | 34.22 |
| | | I-584963 | 35 | -5862203 | REPAIRS & MAI REPAIR PARTS FOR PK-6 | 080126 | 387.18 |
| | | I-92663 | 35 | -5862203 | REPAIRS & MAI REPAIR PARTS-PK3 SIDE MWR | 080126 | 1,742.23 |
| 01-K00190 | YELLOWHOUSE MACHINERY C | | | | | | |
| | | I-177829 | 35 | -5862203 | REPAIRS & MAI WINDOW FOR UTM 20 | 080143 | 276.42 |
| | | I-178934 | 35 | -5862203 | REPAIRS & MAI MISC REPAIR PARTS | 080143 | 290.35 |
| 01-K00205 | KIAMICHI AUTOMOTIVE WHO | | | | | | |
| | | I-031285 | 35 | -5862203 | REPAIRS & MAI MISC. AUTO PARTS | 080144 | 11.59 |
| | | I-031300 | 35 | -5862203 | REPAIRS & MAI MISC. AUTO PARTS | 080144 | 189.98 |
| | | I-031565 | 35 | -5862203 | REPAIRS & MAI MISC. AUTO PARTS | 080144 | 204.70 |
| 01-000075 | O'REILLY AUTO PARTS | | | | | | |
| | | C-0230-407946 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 15.00- |
| | | I-0230-406533 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 55.06 |
| | | I-0230-406535 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 11.99 |
| | | I-0230-407677 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 9.99 |
| | | I-0230-407903 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 29.49 |
| | | I-0230-407925 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 10.00 |
| | | I-0230-408177 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 10.00 |
| | | I-0230-408389 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 4.99 |
| | | I-0230-408969 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 5.98 |
| | | I-0230-409053 | 35 | -5862203 | REPAIRS & MAI SMALL AUTO PARTS | 080161 | 16.72 |
| 01-R00405 | RIVERSIDE AUTO PLEX | | | | | | |
| | | I-CHCS172255 | 35 | -5862203 | REPAIRS & MAI MISC AUTO REPAIRS | 080173 | 41.95 |
| 01-R00480 | ROGER KEY EQUIPMENT | | | | | | |
| | | I-93972 | 35 | -5862203 | REPAIRS & MAI PARTS FOR PK57 MOWER | 080174 | 211.06 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | | |
| | | I-201609159010 | 35 | -5862110 | PENSION-DEFIN PENSION CONTRIBUTION-FLEET MN | 080178 | 1,991.00 |
| 01-U00020 | UNITED STATES CELLULAR | | | | | | |
| | | I-0152291399 | 35 | -5862315 | TELEPHONE UTI UTIL-CELL PHONE-FLEET MAINT. | 080045 | 85.20 |
| 01-W00195 | WELDON PARTS INC. | | | | | | |
| | | I-1730272-00 | 35 | -5862203 | REPAIRS & MAI TRUCK REPAIR PARTS | 080193 | 150.00 |
| | | I-1740195-00 | 35 | -5862203 | REPAIRS & MAI TRUCK REPAIR PARTS | 080193 | 91.38 |
| | | | | FUND | 35 FLEET MAINTENANCE | TOTAL: | 6,229.44 |

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PACKET : 14585 14594 14598 14601
VENDOR SET: Mult
FUND : 36 WORKER'S COMPENSATION

REGULAR DEPARTMENT PAYMENT REGISTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|--------------|------------------|--------------------------------------|--------|----------|
| 01-F00015 | FLEETCOR TECHNOLOGIES | I-NP48386557 | 36 -5215303 | ADMINISTRATIO AUG FUEL EXP-W/C ADMIN | 080118 | 13.48 |
| 01-J00435 | JORDAN CARRIS AGENCY | I-5528 | 36 -5215309 | INSURANCE ADDN'L EXCESS WRK COMP FE | 080139 | 4,436.00 |
| 01-M00629 | MUTUAL ASSURANCE ADIMIN | I-1609WC1111 | 36 -5215315 | THIRD PARTY A W/C ADMIN | 080154 | 941.68 |
| | | | FUND 36 | WORKER'S COMPENSATION | TOTAL: | 5,391.16 |

PACKET : 14585 14594 14598 14601

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|--------------------|--------------|------------------|-------------------------------|---------------------|------------|
| 01-I00120 | TYLER TECHNOLOGIES | | | | | |
| | | I-025-161629 | 44 -5225401 | TECHNOLOGY UP SOFTWARE UPDATE | 080130 | 65,040.00 |
| | | | FUND | 44 TECHNOLOGY FUND | TOTAL: | 65,040.00 |
| | | | | | REPORT GRAND TOTAL: | 634,692.11 |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|-----------|-----------------------------|----------------------------|-----------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 2015-2016 | 01 -5548203 | REPAIRS & MAINTENANCE SUPP | 1,696.50 | 50,099 | 9,881.83 | | |
| | 01 -5865218 | STREET REPAIRS & MAINTENAN | 316.00 | 257,000 | 5,141.24 | | |
| | 02 -5973304 | LAB TESTING | 186.47 | 38,325 | 0.96 | | |
| | ** 2015-2016 YEAR TOTALS ** | | 2,198.97 | | | | |
| 2016-2017 | 01 -2100 | CLEET PAYABLE (COURT) | 6,562.18 | | | | |
| | 01 -2101 | AFIS PAYABLE - COURT | 3,619.50 | | | | |
| | 01 -2102 | FORENSICS PAYABLE (COURT) | 3,494.41 | | | | |
| | 01 -2103 | OBN PAYABLE (COURT) | 105.87 | | | | |
| | 01 -5101202 | OPERATING SUPPLIES | 1,181.53 | 1,900 | 190.47 | | |
| | 01 -5101350 | ELECTIONS | 1,077.30 | 5,000 | 1,910.20 | | |
| | 01 -5210330 | DUES & SUBSCRIPTIONS | 200.00 | 3,300 | 1,265.81 | | |
| | 01 -5210331 | EMPLOYEE TRAVEL & TRAININ | 139.44 | 6,700 | 5,546.56 | | |
| | 01 -5211330 | DUES & SUBSCRIPTIONS | 285.00 | 1,200 | 915.00 | | |
| | 01 -5211331 | EMPLOYEE TRAVEL & TRAININ | 395.00 | 5,500 | 4,138.56 | | |
| | 01 -5212308 | CONTRACTED SERVICES | 70.40 | 1,560 | 475.20 | | |
| | 01 -5213331 | EMPLOYEE TRAVEL & TRAINING | 395.00 | 3,000 | 2,310.00 | | |
| | 01 -5214302 | CONSULTANTS | 2,580.00 | 70,000 | 49,300.01 | | |
| | 01 -5215110 | PENSION - DEFINED BENEFIT | 26,007.00 | 312,088 | 234,067.00 | | |
| | 01 -5215202 | OPERATING SUPPLIES | 2,195.15 | 29,052 | 12,736.93 | | |
| | 01 -5215312 | EQUIPMENT RENTALS | 95.40 | 30,900 | 6,100.00 | | |
| | 01 -5215313 | ELECTRIC UTILITY | 33,820.06 | 314,522 | 247,200.40 | | |
| | 01 -5215314 | GAS UTILITY | 456.03 | 28,200 | 27,068.98 | | |
| | 01 -5215315 | TELEPHONE UTILITY | 2,052.95 | 38,000 | 21,731.68 | | |
| | 01 -5215321 | AUTO INSURANCE | 11,880.83 | 47,500 | 11,937.00 | | |
| | 01 -5215322 | LIABILITY INSURANCE/BONDS | 13,384.08 | 168,200 | 46,405.16 | | |
| | 01 -5225212 | FUEL EXPENSE | 70.99 | 1,000 | 848.03 | | |
| | 01 -5320121 | GRANT- DOJ MARIJUANA OT | 1,995.00 | 0 | 11,313.42- | Y | |
| | 01 -5320202 | OPERATING EXPENSE | 130.98 | 2,850 | 1,950.52 | | |
| | 01 -5320328 | INTERNET SERVICE | 98.56 | 1,500 | 1,204.32 | | |
| | 01 -5321202 | OPERATING SUPPLIES | 198.67 | 11,875 | 8,511.33 | | |
| | 01 -5321212 | FUEL EXPENSE | 7,457.71 | 75,000 | 61,267.18 | | |
| | 01 -5321316 | REPAIRS & MAINTENANCE | 325.07 | 2,850 | 2,294.93 | | |
| | 01 -5321325 | FIRING RANGE | 1,497.85 | 15,000 | 12,766.31 | | |
| | 01 -5322212 | FUEL EXPENSE | 281.00 | 3,895 | 3,404.49 | | |
| | 01 -5431202 | OPERATING SUPPLIES | 615.58 | 15,100 | 11,923.96 | | |
| | 01 -5431203 | REPAIRS & MAINT SUPPLIES | 96.66 | 7,075 | 5,180.22 | | |
| | 01 -5431212 | FUEL EXPENSE | 1,625.42 | 15,211 | 12,285.81 | | |
| | 01 -5431316 | REPAIRS & MAINTENANCE | 785.00 | 3,325 | 3,019.50- | Y | |
| | 01 -5431328 | INTERNET SERVICE | 62.95 | 2,351 | 1,910.35 | | |
| | 01 -5431331 | EMPLOYEE TRAVEL & TRAININ | 541.96 | 10,000 | 6,725.30 | | |
| | 01 -5432202 | OPERATING SUPPLIES | 1,890.29 | 25,600 | 19,180.52 | | |
| | 01 -5432212 | FUEL EXPENSE | 1,019.39 | 6,500 | 4,653.99 | | |
| | 01 -5432308 | CONTRACTED SERVICES | 1,434.32 | 70,500 | 61,596.82 | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|------|----------|----------------------------|------------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 01 | -5432331 | EMPLOYE TRAVEL & TRAINING | 812.00 | 3,500 | | 1,064.00 | |
| 01 | -5542202 | OPERATING SUPPLIES | 1,186.73 | 3,800 | | 889.09 | |
| 01 | -5542203 | REPAIRS & MAINT SUPPLIES | 949.46 | 40,850 | | 24,068.14 | |
| 01 | -5542206 | CHEMICALS | 1,250.00 | 15,000 | | 13,750.00 | |
| 01 | -5542212 | FUEL EXPENSE | 1,510.22 | 16,500 | | 12,370.70 | |
| 01 | -5542308 | CONTRACTED SERVICES | 161.28 | 14,000 | | 4,216.00 | |
| 01 | -5542316 | REPAIRS & MAINTENANCE | 700.00 | 6,650 | | 5,752.45 | |
| 01 | -5542319 | LIGHTS REPLACEMENT | 14,357.25 | 15,000 | | 642.75 | |
| 01 | -5542328 | INTERNET SERVICE | 153.47 | 1,830 | | 1,370.73 | |
| 01 | -5544202 | OPERATING SUPPLIES | 321.91 | 17,100 | | 9,728.19 | |
| 01 | -5544203 | REPAIRS & MAINTENANCE SUPP | 611.95 | 13,480 | | 8,864.01 | |
| 01 | -5544212 | FUEL EXPENSE | 251.11 | 2,070 | | 1,554.63 | |
| 01 | -5544308 | CONTRACT LABOR | 256.00 | 15,000 | | 9,120.00 | |
| 01 | -5544328 | INTERNET SERVICE | 52.08 | 1,285 | | 1,180.84 | |
| 01 | -5547203 | REPAIRS & MAINT SUPPLIES | 56.50 | 11,400 | | 7,920.00 | |
| 01 | -5547212 | FUEL EXPENSE | 262.57 | 7,543 | | 5,401.99 | |
| 01 | -5547308 | CONTRACTED SERVICES | 119.94 | 0 | | 1,200.00- | Y |
| 01 | -5548203 | REPAIRS & MAINTENANCE SUPP | 6,840.21 | 36,500 | | 19,173.39 | |
| 01 | -5548212 | FUEL EXPENSE | 153.25 | 3,000 | | 2,593.26 | |
| 01 | -5548328 | INTERNET SERVICE | 75.97 | 912 | | 684.09 | |
| 01 | -5652212 | FUEL EXPENSE | 154.27 | 3,525 | | 3,206.02 | |
| 01 | -5652336 | FEES | 120.00 | 1,800 | | 1,400.00 | |
| 01 | -5653212 | FUEL EXPENSE | 78.28 | 1,100 | | 966.71 | |
| 01 | -5653213 | SAFETY EXPENSE | 425.00 | 25,500 | | 17,339.57 | |
| 01 | -5653317 | ADVERTISING & PRINTING | 110.16 | 2,000 | | 1,700.00 | |
| 01 | -5653348 | DRUG TESTING/PHYSICALS | 848.95 | 8,000 | | 3,851.50 | |
| 01 | -5865203 | REPAIR & MAINT-TRAFFIC CON | 361.45 | 44,025 | | 40,382.70 | |
| 01 | -5865212 | FUEL EXPENSE | 1,955.44 | 22,962 | | 16,233.17 | |
| 01 | -5865218 | STREET REPAIRS & MAINTENAN | 31,207.74 | 235,000 | | 47,893.95 | |
| 01 | -5865328 | INTERNET SERVICE | 75.97 | 1,910 | | 1,514.31 | |
| 02 | -5216212 | FUEL EXPENSE | 689.30 | 11,250 | | 9,993.57 | |
| 02 | -5216317 | POSTAGE | 1,194.90 | 32,000 | | 26,888.44 | |
| 02 | -5216336 | FEES | 774.40 | 24,100 | | 19,852.76 | |
| 02 | -5267110 | PENSION - DEFINED BENEFIT | 12,769.00 | 153,238 | | 114,931.00 | |
| 02 | -5267313 | ELECTRIC UTILITY | 752.90 | 423,835 | | 344,263.72 | |
| 02 | -5267314 | GAS UTILITY | 69.55 | 8,000 | | 7,797.75 | |
| 02 | -5267315 | TELEPHONE UTILITY | 7,920.04 | 109,575 | | 83,218.00 | |
| 02 | -5267316 | REPAIRS & MAINTENANCE | 14.30 | 4,750 | | 4,721.40 | |
| 02 | -5267321 | AUTO INSURANCE - FLEET | 2,547.17 | 12,241 | | 4,679.00 | |
| 02 | -5267322 | LIABILITY INSURANCE/BONDS | 3,510.73 | 48,652 | | 13,145.48 | |
| 02 | -5864212 | FUEL EXPENSE | 43.99 | 6,700 | | 6,622.57 | |
| 02 | -5866212 | FUEL EXPENSE | 376.83 | 7,850 | | 7,131.68 | |
| 02 | -5866306 | CONTRACTED REFUSE SERVICES | 147,555.91 | 1,861,388 | | 1,567,817.44 | |
| 02 | -5866307 | CONTRACTED RECYCLE SERVICE | 2,070.00 | 23,000 | | 12,200.00 | |
| 02 | -5871212 | FUEL EXPENSE | 44.16 | 1,100 | | 921.32 | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|------|----------|----------------------------|-----------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 02 | -5871302 | CONSULTANTS | 8,625.00 | 100,000 | | 32,116.96 | |
| 02 | -5973203 | REPAIRS & MAINT SUPPLIES | 1,667.70 | 40,500 | | 23,516.48 | |
| 02 | -5973212 | FUEL EXPENSE | 691.20 | 10,950 | | 9,599.90 | |
| 02 | -5973304 | LAB TESTING | 939.23 | 32,100 | | 20,364.32 | |
| 02 | -5973316 | REPAIRS & MAINTENANCE | 2,209.00 | 22,800 | | 9,488.14 | |
| 02 | -5974302 | CONSULTANTS | 98,702.75 | 1,219,976 | | 933,002.78 | |
| 02 | -5975209 | UTILITY MAINTENANCE SUPP. | 1,169.67 | 84,000 | | 40,241.53 | |
| 02 | -5975212 | FUEL EXPENSE | 1,978.56 | 22,500 | | 18,831.11 | |
| 02 | -5975218 | STREET REPAIRS & MAINTENAN | 200.20 | 95,000 | | 37,767.43 | |
| 02 | -5975308 | CONTRACTED SERVICES | 15,622.50 | 0 | | 23,433.75- | Y |
| 02 | -5975328 | INTERNET SERVICE | 67.51 | 785 | | 582.47 | |
| 03 | -5876110 | PENSION-DEFINED BENEFIT | 954.00 | 11,448 | | 8,586.00 | |
| 03 | -5876212 | FUEL EXPENSE | 222.03 | 2,400 | | 1,958.71 | |
| 03 | -5876315 | TELEPHONE UTILITY | 42.65 | 340 | | 232.41 | |
| 03 | -5876321 | AUTO INSURANCE | 104.67 | 425 | | 111.00 | |
| 03 | -5876322 | INSURANCE/BONDS | 14.33 | 11,568 | | 542.33 | |
| 03 | -5876401 | CAPITAL OUTLAY | 14,250.00 | 11,568 | | 2,682.00- | Y |
| 05 | -5218313 | ELECTRIC UTILITY | 100.83 | 2,000 | | 1,792.29 | |
| 08 | -5549110 | PENSION-DEFINED BENEFIT | 1,061.00 | 12,734 | | 9,551.00 | |
| 08 | -5549212 | FUEL EXPENSE | 580.19 | 8,366 | | 7,251.17 | |
| 08 | -5549308 | CONTRACT SERVICES | 612.00 | 15,500 | | 11,992.76 | |
| 08 | -5549315 | TELEPHONE UTILITY | 127.95 | 4,610 | | 3,711.45 | |
| 08 | -5549321 | AUTO INSURANCE | 257.33 | 2,982 | | 2,210.00 | |
| 08 | -5549322 | LIABILITY INSURANCE/BONDS | 966.95 | 6,212 | | 2,312.45 | |
| 27 | -5655110 | PENSION-DEFINED BENEFIT | 720.00 | 8,645 | | 6,485.00 | |
| 27 | -5655212 | FUEL EXPENSE | 55.17 | 537 | | 427.79 | |
| 27 | -5655214 | TOURISM EXPENSE | 232.62 | 34,500 | | 30,330.31 | |
| 27 | -5655315 | TELEPHONE UTILITY | 53.07 | 1,000 | | 819.84 | |
| 27 | -5655357 | OLD TOWN FESTIVAL | 7,356.25 | 12,800 | | 0.00 | |
| 28 | -5654110 | PENSION-DEFINED BENEFIT | 1,397.00 | 16,766 | | 12,575.00 | |
| 28 | -5654203 | REPAIR & MAINT SUPPLIES | 354.63 | 20,000 | | 16,762.31 | |
| 28 | -5654210 | CONCESSION SUPPLIES | 39.80 | 25,000 | | 19,318.52 | |
| 28 | -5654212 | FUEL EXPENSE | 28.73 | 1,450 | | 1,295.82 | |
| 28 | -5654308 | CONTRACT SERVICES | 166.32 | 3,000 | | 2,400.00 | |
| 28 | -5654314 | GAS UTILITY | 65.03 | 26,600 | | 26,466.62 | |
| 28 | -5654315 | TELEPHONE UTILITY | 253.85 | 2,800 | | 2,014.58 | |
| 28 | -5654317 | ADVERTISING & PRINTING | 950.00 | 6,000 | | 2,252.00 | |
| 28 | -5654321 | AUTO INSURANCE | 98.00 | 787 | | 493.00 | |
| 28 | -5654322 | LIABILITY INSURANCE/BONDS | 1,018.37 | 41,916 | | 24,046.46 | |
| 28 | -5654349 | COUNCIL PARTNERSHIP | 125.00 | 15,000 | | 14,875.00 | |
| 29 | -5324110 | PENSION-DEFINED BENEFIT | 3,921.00 | 47,060 | | 35,297.00 | |
| 29 | -5324202 | OPERATING SUPPLIES | 118.81 | 5,000 | | 3,432.03 | |
| 29 | -5324212 | FUEL EXPENSE | 35.49 | 1,449 | | 1,379.92 | |
| 29 | -5324308 | CONTRACTED SERVICES | 350.00 | 59,483 | | 55,355.00 | |
| 29 | -5324315 | TELEPHONE UTILITY | 1,769.96 | 98,015 | | 74,358.80 | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|-----------------------------|----------|----------------------------|------------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 29 | -5324321 | AUTO INSURANCE | 47.33 | 482 | | 340.00 | |
| 29 | -5324322 | LIABILITY INSURANCE/BONDS | 725.21 | 3,325 | | 411.57 | |
| 29 | -5324401 | CAPITAL OUTLAY | 2,403.33 | 38,900 | | 31,690.01 | |
| 30 | -5211361 | DEFENSE CONSULTANT SERVICE | 3,581.25 | 24,000 | | 25,000.00- | Y |
| 30 | -5652114 | PENSION-DEFINED CONTRIBUTI | 1,226.00 | 6,193 | | 1,150.46 | |
| 30 | -5652212 | FUEL EXPENSE | 97.45 | 3,700 | | 3,594.38 | |
| 30 | -5652330 | DUES & SUBSCRIPTIONS | 405.00 | 8,500 | | 8,095.00 | |
| 30 | -5652343 | 2016 OSMPC GRANT-DEFENSE D | 1,193.75 | 0 | | 15,000.00- | Y |
| 35 | -5862110 | PENSION-DEFINED BENEFIT | 1,991.00 | 23,896 | | 17,923.00 | |
| 35 | -5862203 | REPAIRS & MAINTENANCE SUPP | 3,982.34 | 226,845 | | 153,719.89 | |
| 35 | -5862212 | FUEL EXPENSE | 170.90 | 1,871 | | 1,568.42 | |
| 35 | -5862315 | TELEPHONE UTILITY | 85.20 | 750 | | 531.32 | |
| 36 | -5215303 | ADMINISTRATION FEES | 13.48 | 17,200 | | 15,035.32 | |
| 36 | -5215309 | INSURANCE | 4,436.00 | 65,000 | | 4,995.00 | |
| 36 | -5215315 | THIRD PARTY ADM FEES | 941.68 | 11,300 | | 0.00 | |
| 44 | -5225401 | TECHNOLOGY UPGRADES | 65,040.00 | 144,000 | | 5,032.19 | |
| ** 2016-2017 YEAR TOTALS ** | | | 632,493.14 | | | | |

NO ERRORS

** END OF REPORT **

| FUND | PERIOD | AMOUNT |
|------|--------|------------|
| 01 | 9/2016 | 197,556.19 |
| 02 | 9/2016 | 312,392.97 |
| 03 | 9/2016 | 15,587.68 |
| 05 | 9/2016 | 100.83 |
| 08 | 9/2016 | 3,605.42 |
| 09 | 9/2016 | 0.00 |
| 11 | 9/2016 | 0.00 |
| 16 | 9/2016 | 0.00 |
| 24 | 9/2016 | 0.00 |
| 26 | 9/2016 | 0.00 |
| 27 | 9/2016 | 8,417.11 |
| 28 | 9/2016 | 4,496.73 |
| 29 | 9/2016 | 9,371.13 |
| 30 | 9/2016 | 6,503.45 |
| 32 | 9/2016 | 0.00 |
| 33 | 9/2016 | 0.00 |
| 35 | 9/2016 | 6,229.44 |
| 36 | 9/2016 | 5,391.16 |
| 38 | 9/2016 | 0.00 |
| 41 | 9/2016 | 0.00 |
| 42 | 9/2016 | 0.00 |
| 44 | 9/2016 | 65,040.00 |
| 46 | 9/2016 | 0.00 |
| | | 634,692.11 |
| | | 634,692.11 |



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 **Item Number:** Consent Agenda C
Department: Finance
Prepared By: Toni Ervin **Account Code:** _____
Date Prepared: September 20, 2016 **Budgeted Amount:** 12,800.00
Exhibits: 8

Subject

Consider and act upon, authorization of payment to Old Town Association, Invoice 536908, in the amount of \$7,356.25 to reimburse the Association for expenses incurred for the Wild West Festival per the agreement dated June 14, 2016.

Recommendation

Motion to approve payment to Old Town Association, Invoice 536908, in the amount of \$7,356.25 for Wild West Festival expenses.

Discussion

Approved By

| | <i>Initial</i> | <i>Date</i> |
|------------------------|------------------------------------|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u><i>Mal Reddy</i></u> | <u>9/22/16</u> |

AGREEMENT FOR THE PARTIAL FUNDING OF THE 2016 WILD WEST FESTIVAL

THIS AGREEMENT is made by and entered into by and between the **CITY OF McALESTER, OKLAHOMA**, acting herein by and through its governing body (hereinafter called "City") and the **OLD TOWN ASSOCIATION** acting and herein by and through its duly authorized representatives (hereinafter called "OTA").

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the 2016 Wild West Festival which is scheduled for September 30th and October 1st, 2016.

NOW THEREFORE, City and OTA enter into Agreement and agree as follows:

1. **City.** The City agrees to contribute, after being properly invoiced by OTA, Twelve Thousand Eight Hundred Dollars (\$12,800) for the partial cost of entertainment and promotion for the 2016 Wild West Festival. Funding will be disbursed through McAlester Tourism Department.
2. **OTA.** OTA agrees to provide the City with a detailed report accounting for the City contribution no later than November 30, 2016. Further, OTA agrees to remit, at the time OTA issues its detailed report, any City monies not spent for the purposes outlined in Section 1.
3. **Term and Termination.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.
4. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable, it shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this 14th day of June, 2016.



ATTEST

Cora Middleton
Cora Middleton, City Clerk

ATTEST:

William J. Ervin
William J. Ervin, City Attorney

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: John Browne
John Browne, Mayor

OLD TOWN ASSOCIATION

By: Brenda J. Boster

Old Town Association

INVOICE

2701 North Main Street
McAlester, OK 74501

918.329.9417

SOLD TO:
City of McAlester
P.O. Box 578
McAlester, OK 74502
(918)423-9300



SHIPPED TO:
Shella Norman

INVOICE NUMBER 536908
INVOICE DATE September 19, 2016
OUR ORDER NO.
YOUR ORDER NO.
TERMS
SALES REP Brenda Baxter
SHIPPED VIA
F.O.B.
PREPAID or COLLECT

Sales Tax Rate: 9.00%

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|------------------------------|-----------------|-------------------|
| 1 | KTNT/Blake FM 102.5 FM | 350.00 | 350.00 |
| 1 | OKFR - Oklahoma Farm & Ranch | 675.00 | 675.00 |
| 1 | Briggs Printing | 166.00 | 166.00 |
| 1 | JMMC-CAO (MCAAP Stage) | 575.00 | 575.00 |
| 1 | Quibble Brother's Band | 1,000.00 | 1,000.00 |
| 1 | Jumpin Jiminy | 4,590.25 | 4,590.25 |
| | | SUBTOTAL | 7,356.25 |
| | | TAX | N/A |
| | | Gratuity | N/A |
| | | | \$7,356.25 |

DIRECT ALL INQUIRIES TO:
McAlester Tourism
Brenda Baxter
918.329.9417
email: bgbaxter@gmail.com

MAKE ALL CHECKS PAYABLE TO:
Old Town Association
Attn: Accounts Receivable
2701 North Main Street
McAlester, OK 74501

PAY THIS
AMOUNT

THANK YOU FOR YOUR BUSINESS!

K95.5 Inc. dba
 KTNT / BLAKE FM102.5 FM
 PO BOX 956
 EUFAULA OK 74432-0956
 918 689 3663 p 918 689 5451 f

Statement of Account

Account ID: 1984
 Statement Date: 8/28/2016
 Account Rep: Deborah Hughes

Please Pay This Amount \$350.00

Amount Paid: _____

OLD TOWN ASSOC. CITY OF MCALESTER
 RE: WILD WEST FESTIVAL
 2701 N MAIN STREET
 MCALESTER, OK 74501

Sponsor: Wild West Festival

| Reference | Date | Type | Description | Amount | Balance |
|-------------------------|-----------|------|---|-------------------------------|---------------|
| | | | | 0.00 | 0.00 |
| BalForward | 8/1/2016 | Bal | Balance Forward as of 7/31/2016 | | 350.00 |
| 16080106 | 8/28/2016 | INV | Invoice: KTNT/BLAKE FM 102.5 1984-004 Wild West Festiv [1-Package] | 350.00 | 350.00 |
| Statement Total: | | | | | 350.00 |
| | | | | Please Pay This Amount | 350.00 |

PAYMENT IS DUE BY THE 15th

| Current | 31-60 Days | 61-90 Days | 91-120 Days | 121+ Days |
|---------|------------|------------|-------------|-----------|
| 350.00 | | | | |

KTNT/BLAKE FM 102.5 Invoice

K95.5 Inc. dba
KTNT / BLAKE FM102.5 FM
PO BOX 956
EUFAULA OK 74432-0956
918 689 3663 p 918 689 5451 f

Invoice ID: 16080106
Invoice Date: 8/28/2016
Account ID: 1984
Order ID: 1984-004
Account Rep: Deborah Hughes

Amount Due: \$350.00

Amount Paid: _____

OLD TOWN ASSOC. CITY OF MCALESTER
RE; WILD WEST FESTIVAL
2701 N MAIN STREET
MCALESTER, OK 74501

Sponsor: Wild West Festival
Wild West Festival

Page 1

| Date | Description | Times | Cost |
|---------------|-------------|-------|--------------------|
| 8/28/2016 | Package | | 350.00 |
| 0 Total Items | | | Total Cost: 350.00 |

Amount Due: **350.00**

OKLAHOMA FARM & RANCH



PO Box 831
Bowie TX 76230

Statement

| Phone # | Date |
|--------------|----------|
| 940-872-2076 | 9/1/2016 |

To:

McAlester Wild West Festival
119 E Choctaw Ave Ste 101
McAlester OK 74501

| <i>PLEASE MAKE CHECKS PAYABLE TO OKLAHOMA FARM & RANCH</i> | | | | Terms | Due Date |
|--|---------------------------|----------------------------|----------------------------|------------------------------|-------------------|
| | | | | Net 30 | 10/1/2016 |
| Date | Transaction | | | Amount | Balance |
| 08/01/2016 | Balance forward | | | | 0.00 |
| 09/01/2016 | INV #417. | | | 675.00 | 675.00 |
| | --- Half Page \$675.00 | | | | |
| CURRENT | 1-30 DAYS PAST DUE | 31-60 DAYS PAST DUE | 61-90 DAYS PAST DUE | OVER 90 DAYS PAST DUE | Amount Due |
| 675.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$675.00 |



505 South 2nd Street
 McAlester, OK 74501 US
 (918)423-7326
 briggsprinting@gmail.com
 briggsprinting.com

BILL TO
 Old Town Merchant's
 Association

INVOICE 64982

DATE 08/25/2016 **TERMS** Due on receipt

DUE DATE 09/01/2016

| DATE | ACTIVITY | AMOUNT |
|------------|--------------------------------|---------|
| 08/25/2016 | 150 Wild West Festival Posters | 166.00T |

Starting October 1st the following
 Rush Fees will go into effect:
 Same Day- \$25.00
 Next Day- \$15.00

| | |
|-----------------|--------|
| SUBTOTAL | 166.00 |
| TAX (0%) | 0.00 |
| TOTAL | 166.00 |

TOTAL DUE \$166.00

Received By: 
 Date: 8/29/16 Visa/MC/Cash/Check # _____

RENTAL SALES RECEIPT

Receipt # **502754**
Payment Date: **08/29/16**

Outdoor Recreation Division
 JMMC-CAO
 C TREE RD, BLDG 711
 ICALESTER OK 74501
 Phone: (918)420-7484
 Equipment Issue 918-916-7027 (Emergencies Only)

EDWARD GRAY
 2700 N. MAIN ST.
 MCALESTER OK 74501
 eddie.gray@cityofmcalester.com

Hm Ph: (918)329-9434
 Wk Ph: (918)329-9434

Rental Reservation Details

| | | | | | | |
|-----------------|--|-------------------|-----------------|------------------|-----------------|-------------------|
| Rental Item: | MOBILE STAGE (20-CON-008) | <u>Fees + Tax</u> | <u>Discount</u> | <u>Prev Paid</u> | <u>Cur Paid</u> | <u>Amount Due</u> |
| Reserv. Number: | 39071 | 575.00 | 0.00 | 0.00 | 0.00 | 575.00 |
| Rental Period: | Fri 09/30/2016 @ 15:00 to Sun 10/02/2016 @ 11:00 | | | | | |
| Rental Days: | 2 | | | | | |
| Rental Status: | Future | Quantity: | 1 | | | |

| Fee Details: | <u>Fee Description</u> | <u>Amount</u> | <u>Count</u> | <u>Discount</u> | <u>Sales Tax</u> | <u>Total Fee</u> |
|--------------|------------------------|---------------|--------------|-----------------|------------------|------------------|
| | 1 DAY | 275.00 | 1.00 | 0.00 | 0.00 | 275.00 |
| | 1 ADDITIONAL DAY | 175.00 | 1.00 | 0.00 | 0.00 | 175.00 |
| | SETUP/TAKEDOWN FEE | 125.00 | 1.00 | 0.00 | 0.00 | 125.00 |

Processed on 08/29/16 @ 13:35:19 by 207

| | |
|---|---------------|
| FEES CHARGED ON NEW LINE ITEMS (+) | 575.00 |
| DISCOUNT APPLIED AGAINST THESE FEES (-) | 0.00 |
| TAX CHARGED ON NEW FEES (+) | 0.00 |
| HH DEPOSIT/VISIT CHARGED | 0.00 |
| NEW AMOUNT DUE | 575.00 |
| PREVIOUS NET HOUSEHOLD BALANCE | 0.00 |
| TOTAL DUE | 575.00 |
| NEW FEES PAID ON THIS RECEIPT (-) | 0.00 |
| NEW DEPOSIT PAID (-) | 0.00 |
| TOTAL PAID | 0.00 |
| NEW NET HOUSEHOLD BALANCE | 575.00 |

INVOICE

City of McAlester, Oklahoma: Purchaser

Job # 10-1-16-325A

| DESCRIPTION | PRICE |
|---|------------|
| Per: Eddie Gray – City of McAlester "The Quibble Brothers" Date: Saturday, October 1, 2016 – 10 am sound check, at least two full hours of play between 11 am and 2 pm. | \$2,000.00 |
| Sound System – Provided by City of McAlester | N/A |
| Sub Total | \$2,000.00 |
| Total Amount Due | \$2000.00 |
| Retainer Fee Due Within Seven Days Of Invoice Date: (Cash, Check or Money Order) | \$1000.00 |
| Event Details: The City of McAlester is hosting its annual "Wild West Festival". Quibble Brothers will perform our unique blend of up-tempo bluegrass, country, Red Dirt, and Western Swing repertoire. | |
| The Quibble Brothers Thank YOU for your business! | |

Quibble Brothers Band
6120 Prospect Ave., Dallas, TX 75214
Phone (972) 897 – 2726
patrick@RunThisProject.com

Wild West Festival - Quibble Brothers and the City of McAlester

patrick@quibblebrothers.com

Sent: Monday, August 29, 2016 3:30 PM

To: Eddie Gray

Attachments: McAlester-CityOf-10-1-16.pdf (483 KB)

Hello Eddie,

We are so pleased and excited to be your partners and entertainers for your citizens this coming October 1st! You will love our music and it will perfectly blend with the Festival theme.

I've attached the agreement and our musicians now have their date blocked out. If any issues on the agreement let me know, no problem with necessary tweaks.

Please sign, scan and return via email and then just send the retainer check for \$1000.00 to:

Patrick Bouldin

Quibble Brothers Entertainment, LLC

4447 N. Central Expwy., Suite 110 # 202

Dallas, TX 75205

Also, who could I connect with for some marketing purposes (social media, etc.)?

Thanks again!

Patrick Bouldin

972 897 2726



Job # 10-1-16-325A

PLEASE SIGN/SCAN AND RETURN

ENGAGEMENT CONTRACT

Quibble Brothers reserve the right to cancel if contract & retainer fee are not returned within 7 days. THIS CONTRACT is for the personal services of The Quibble Brothers on the engagement described below, made on this 29th day of August, 2016, between the undersigned Purchaser of Entertainment, (herein called "PURCHASER ") and Quibble Brothers Entertainment, LLC.

1. PLACE OF ENGAGEMENT: Downtown, City of McAlester, OK – outdoor, covered stage.
2. ADDRESS: Historic Old Town: 2700 N Main St, McAlester, OK 74501
3. ENTERTAINMENT: *The Quibble Brothers Quintet*
4. DATE & TIME OF ENGAGEMENT START: Saturday, October 1st, 2016 at 11 am (Sound check starts at 10 am).
5. DATE & TIME OF ENGAGEMENT CONCLUSION: Saturday, October 1st, 2016 at 2 pm
6. TYPE OF ENGAGEMENT: Festival – "Wild West Festival"
7. CONTRACT TOTAL: \$2000.00 (Includes Sales Tax, If Applicable)
 - a. RETAINER FEE: \$1,000.00 due within 7 days of contract signature and payable (Cash, Check or Money Order) to Quibble Brothers Entertainment, LLC
 - b. BALANCE: \$1,000.00 Immediately prior to entertainment

8. SPECIAL REQUIREMENTS: It is PURCHASER'S responsibility to provide and make Venue Contact aware of any Special Requirements, such as, Staging Size & Electrical, if applicable. FOR OUTDOOR PERFORMANCES: ENTERTAINERS & EQUIPMENT must be protected from the elements and if engagement is not presented due inclement weather, Entertainment must be paid in full. Purchaser shall provide access to non-alcoholic beverages. Sandwiches or snacks for band members would be appreciated prior to performance.

9. SURVIVABILITY: If any of the provisions of the agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force. Purchaser acknowledges and confirms that he has read and approved the terms and conditions set forth in the agreement.

10. During the term of the engagement, Purchaser may make recommendations to the Artists concerning specific musical compositions to be played, the volume of the music and any other recommendations Purchaser feels to be in its best interest. Artists agree to consider such recommendations and, where possible, comply with same. However, the direction and control over the Artists during the engagement as to all other matters shall be solely of the responsibility of the Band Manager and Purchaser shall have no authority to supervise, direct or control any of the musicians, singers, or Band Manager.

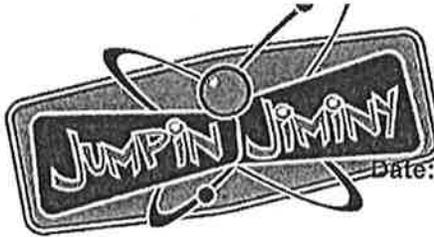
11. The agreement of the Artists to perform is subject to detention by major illness, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond their control. In the event Artists are unable to perform under these circumstances, Purchaser's balance and deposit shall be refunded in full to purchaser. Neither Party shall be responsible for any consequential damages.

12. Band Manager will use his best efforts to ensure completion of this contract by Artists. However, due to various circumstances beyond Band Manager's control, should cancellation be imminent, notice shall be given to Purchaser to either (a) make the appropriate substitution, or (b) replay the engagement at Artist's and Purchaser's convenience, or (c) return the entire fee, already collected by Band Manager, to Purchaser and cancel this agreement.

13. Rain or shine: It is further agreed that if for any reason Purchaser cancels then Purchaser still owes 100% of contract priced due immediate upon cancellation, unless Artist and Band Manager agrees otherwise. This payment of retainer fee shall not relieve the Purchaser of the obligations set forth herein.

14. Band Manager shall hold Purchaser harmless against loss, injury or damage to person or property at the place of engagement caused by the negligence or want of care of Band Manager, its representative, servant(s) and the Artists. Purchaser shall hold Band Manager, its representative, servant(s) and the Artists harmless against loss, injury or damage to person or property at the place of engagement caused by the negligence or want of care of Purchaser.

| | |
|---|--|
| Signature: <u>Edward Gray</u> Date: <u>9/6/16</u> | Signature: _____ Date: _____ |
| Purchasers Name: <u>Edward Gray</u> | Patrick Bouldin, Band Manager |
| Organization: <u>Old Town Association</u> | Quibble Brothers Entertainment, LLC |
| Address: <u>2701 N. Main</u> | Address: 4447 N. Central Expwy., Ste 110 # 202 |
| City/State/Zip: <u>McAlester, OK 74501</u> | City/State/Zip: Dallas, TX 75214 |
| Telephone: <u>(918) 329-9434</u> | Telephone: (972) 897 - 2726 |



P.o. Box 9454
Tulsa, Ok. 74157
918-291-5867
Fax:918-445-4106

Invoice

Customer Information

Event Information

City of McAlester
119 E. Choctaw; Suite 101

McAlester, OK 74501

City of McAlester
2645 N. Main

McAlester, OK 74501

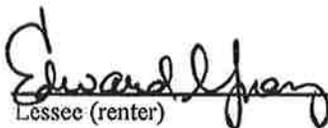
Phone 1:(918)423-9300
x4996
Phone 2: (918)329-9434 c
Phone 3:

Event Dates/Times
9/30/2016 - 10/1/2016
05:00PM - 05:00PM

Setup Date: 9/30/2016
Event Phone:

| Unit Name | Price | Sup Fee | Qty | Line Total |
|---------------------------|------------|---------|-----|------------|
| Mechanical Bull | \$2,550.00 | \$0.00 | 1 | \$2,550.00 |
| Turbulence AND Swing Ride | \$5,450.00 | \$0.00 | 1 | \$5,450.00 |
| 22FT SUPER SLIDE | \$1,100.00 | \$0.00 | 1 | \$1,100.00 |
| 15X15 SESAME STREET | \$300.00 | \$0.00 | 1 | \$300.00 |

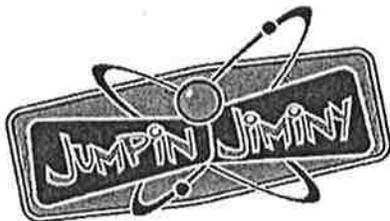
| | |
|--------------------------|------------|
| Equipment Fees: | \$9,400.00 |
| Delivery Fees: | \$115.00 |
| Supply Fees: | \$0.00 |
| lodging | \$100.00 |
| DWC: | \$0.00 |
| Discount: | \$434.50 |
| Sub-Total: | \$9,180.50 |
| Tax: | \$0.00 |
| Total: | \$9,180.50 |
| Deposit Required: | \$4,590.25 |
| Payments: | |
| Balance Due: | \$9,180.50 |


Lessee (renter)

9/6/2016
Date

Lessor

P.O. Box 9454
Tulsa, OK 74157
918-291-JUMP
Fax: 918-445-4106
www.jumpinjiminyinc.com



CUSTOMER CONTRACT

This contract is made and entered into this Thursday, September 01, 2016 by and between City of McAlester, and Jumpin' Jiminy, Inc. and is mutually agreed that the contract shall be subject to the information in this contract and any other paperwork including invoice and rules sheets.

TERMS: I/We, the undersigned do agree as follows:

- City of McAlester (hereafter referred to as "lessee") agrees to rent all of the items listed on the invoice and to pay stipulated rental costs and expenses as set forth in the invoice.
- Lessee agrees to take care of all said equipment to comply with the rules for the use of said equipment, a copy of which is attached hereto and made a part hereof.
- Lessee agrees to make all rules known to all participants.
- Lessee agrees that in the event of the rented equipment is lost or stolen or destroyed before it is returned, to promptly pay to the lessor the full replacement value of such rented property, and if damaged or injured in any way to pay an amount equal to the reasonable cost of repairing same.
- Lessee agrees not to remove or sublet the leased equipment from the location on which Jumpin' Jiminy, Inc. has assembled or installed it.
- Lessee grants Jumpin' Jiminy, Inc. right to enter lessee's property for delivery, pick-up, or repossession of the leased equipment.
- Lessee agrees to exonerate, indemnify, and hold harmless Jumpin' Jiminy, Inc. from all claims or liabilities, to all parties, for damage, injury or death, loss to any person or property whether asserted by lessee or by any third person against Jumpin' Jiminy, Inc. for any claim in any way arising out of or during the use of said equipment.
- The party executing this contract on the part of the lessee has represented that he or she has the legal authority to enter into this binding contract. Failure to return all equipment shall be a breach of the contract and lessee will be immediately held responsible for all equipment replacement and may be subject to criminal prosecution.

DEPOSIT/BALANCE: Deposit amount reflects half the total that is due for the event.

The items and date mentioned in this contract are not reserved for City of McAlester, until this deposit is received. Deposit terms are as follows:

Corporate/Church/Weddings/School events: Deposit of 50% is due within 30 days of booking. **Balance due 6 days prior to event date.**

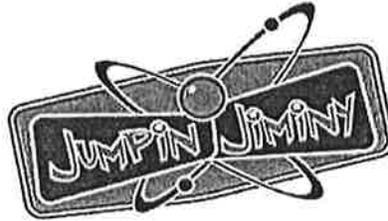
Private/Personal events: Deposit of 50% is due six days prior to event date. Balance due with cash or credit card on event date. No checks on delivery.

For credit or debit card payments of over \$1000.00, there will be a processing fee of 2.5%.

PAST-DUE BALANCES: If balance is not paid within 30 days of event date, lessee will accrue a service charge of \$25.00 or 2% of the amount owed (whichever is greater) will be added every month until the account is paid in full. If the account becomes over 30 days past due, Jumpin' Jiminy, Inc. has the right to turn the account of City of McAlester over to collections.

(CONTINUED ON PAGE 2)

P.O. Box 9454
Tulsa, OK 74157
918-291-JUMP
Fax: 918-445-4106
www.jumpinjimllyinc.com



CUSTOMER CONTRACT (PAGE 2 OF 2)

WEATHER POLICY: We offer a Rain Waiver Policy (on your invoice it will be listed as DWC) and it is a mini insurance policy. The Rain Waiver will be 5% of your rental costs and must be purchased at the time of booking. It is non-refundable. In the event of rain, excessive wind speeds (25-30 mph) or temperatures below 30° A COUPLE OF HOURS PRIOR TO PARTY TIME we will not be able to do your rental. You will receive a refund of your money if the rain waiver is in place. If it is not in place, you have a year to reschedule your event barring any major holidays and their surrounding weekends. You get ONE reschedule date only. **IMPORTANT: Once rental items are set up, there will be NO refund or rescheduling of the event, regardless of changes in the weather situation.**

Please initial here to indicate your acceptance of the Weather Policy.

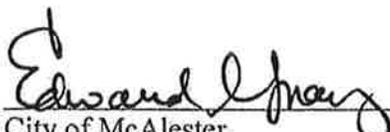
POWER/WATER: City of McAlester, must have their own 20-amp circuit breaker for each needed blower to run effectively. However generators may be rented from Jumpin' Jiminy, Inc. In addition, Jumpin' Jiminy, Inc. equipment cannot be set up further than 100 feet away from the electric source. All cords to be used will be provided by Jumpin' Jiminy, Inc. If water equipment is being rented, City of McAlester is responsible for making sure a water source is available as well as a water hose that will reach your setup location.

Please initial here to indicate your acceptance of the Power/Water Policy.

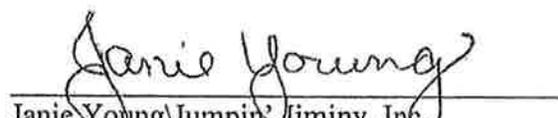
SETUP/INSTALLATION: City of McAlester is responsible for the marking of all underground lines (including, but not limited to water, gas, sprinkler, electric, refrigerant lines) that may be affected by the staking of the rented equipment. City of McAlester is also responsible for any repair costs that may arise from an affected line. Jumpin Jiminy, Inc. will not be liable for such costs.

Please initial here to indicate your acceptance of the Setup/Installation Policy.

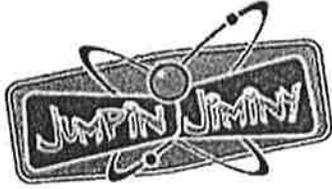
I have read, understand, and accept this contract.



City of McAlester



Janie Young Jumpin' Jiminy, Inc.



Jumpin' Jiminy, Inc.
P.O. Box 9454; Tulsa, OK 74157
(918) 291-JUMP
fax: (918) 445-4106
www.jumpinjiminyinc.com

Jupiter Jump Rules

The following rules are a part of the contract:

- 1. No flipping!**
2. Ensure participants are following these and any rules on the unit.
3. No drug or alcohol use while on equipment.
4. An adult must be present at the opening of the jump at all times to prevent small children from running or bouncing out.
5. No shoes, eyeglasses, or dangling jewelry are allowed to be worn while in jumps.
6. No food, gum, candy, drinks, or sharp objects allowed in the jump.
7. Never allow anyone to jump on a partially inflated unit. **DO NOT ALLOW THE FOLLOWING:** hanging or pulling on the netting; climbing on the outside walls, sides or roof of the unit.
8. No fires, fireworks, or smoking near the inflatable.
9. Do not plug and unplug the motor repeatedly—it will damage the motor.
10. All spectators must remain a minimum of 10 feet away from the perimeter of the jump with the exception of entry or exit.
11. No silly string allowed in or around the inflatable. **A CLEANING FEE OF \$500.00 WILL BE CHARGED ON THE SPOT IF FOUND ON THE UNIT.**
12. To prevent injury, the manufacturer suggests the following number of people in the jump at a time:

| |
|---|
| 20x15 jumps--- under 8yrs: 10 riders; 9-12 yrs: 8 riders; 12 yrs to adult: 3 riders |
| 15x15 jumps--- under 8 yrs: 8 riders; 9-12 yrs: 6 riders |
| 11x11 jumps--- under 8 yrs: 4-5 riders |

13. Unload unit in wind speeds of 25 M.P.H. and unplug unit.
14. Setup area for the inflatable must be cleared of trash and animal waste.
15. **DO NOT STICK ANYTHING TO THE INFLATABLE.**

As a renter, I agree to see that the above rules are enforced. This form must be kept on site while the equipment is in use.

Name of organization/company (if applicable): Old Town Association

Printed name of individual signing: Edward Gray

Signature of individual or authorized agent: Edward Gray Date: 9/6/16



Jumpin' Jiminy, Inc.
P.O. Box 9454; Tulsa, OK 74157
(918) 291-JUMP
fax: (918) 445-4106
www.jumpinjiminyinc.com

Slide Rules

(including the slide for the Slide/Jump Combo, the Titanic Slide, and the 22-foot Super Slide)

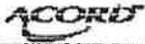
1. Ensure participants are following these and any rules on the inflatable.
2. This ride **MUST** be manned at all times by an attendant who is familiar with these rules. (The 22-foot slide also requires an additional attendant at the top of the unit.)
3. This inflatable is not intended for jumping or bouncing purposes.
4. No drug or alcohol use while on equipment.
5. No shoes, eyeglasses, or dangling jewelry are allowed to be worn while playing.
6. No food, gum, candy, drinks, or sharp objects allowed while playing.
7. All riders must slide down **SEATED AND FEET FIRST**. There is to be **NO JUMPING OR FLIPPING DOWN THE SLIDE** as this could seriously injure the rider.
8. Never allow anyone to climb on a partially inflated unit.
9. No fires, fireworks, or smoking near the inflatable.
10. All spectators must remain a minimum of 10 feet away from the perimeter of the jump with the exception of entry or exit.
11. Do **NOT** tape anything to the unit.
12. Setup area for the inflatable must be cleared of trash and animal waste.
13. No silly string allowed in or around the inflatable. A **CLEANING FEE OF \$500.00 WILL BE CHARGED ON THE SPOT IF FOUND ON THE UNIT.**
14. No front-to-back riders on the slide (train sliding).
15. On the Slide/Jump Combo slide and the Titanic slide, only **one** person may be climbing up at a time and only **one** person may be sliding down in a lane at a time.
16. On the 22 foot Super Slide, **two** people may be climbing up at a time (separately) and **two** may be sliding down (separately) at a time.
17. Unload unit in wind speeds of 25 M.P.H. and unplug unit.

As a renter, I agree to see that the above rules are enforced. This form must be kept on site while the equipment is in use.

Name of organization/company (if applicable): Old Town Association

Printed name of individual signing: Edward Gray

Signature of individual: Edward Gray Date: 9/6/16



CERTIFICATE OF LIABILITY INSURANCE

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|---------------|
| PRODUCER Cossio Insurance Agency PO Box 188 Simpsonville, SC 29881 (864) 688-0121 | Contact Name: Larry Cossio | |
| | Phone (A/C, No, Ext): 864-688-0121 Fax (A/C, No): 864-688-0138 E-Mail: alex@cossioinsurance.com | |
| INSURED Jumpin Jiminy Inc. dba Jumpin' Jiminy PO Box 9454 Tulsa, OK 74157 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: NATIONWIDE MUTUAL INS CO | 23787 |
| | INSURER B: Berkley Life & Health Insurance Company | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF POLICY | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS |
|----------|---|-----------|----------|-------------------|-----------------------|-----------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | FWC0000027479000 | 4/28/2016 | 4/28/2017 | Abuse/Molestation - Per Occurrence/ Excluded Products & Completed Operations \$1,000,000 Damage to Premises Rented to You \$300,000 General Agg (Other than Products-C \$5,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 Legal Liability to Participants \$1,000,000 Professional Liability (for Event Plann \$1,000,000 Deductible None |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER |
| B | Accident Medical | | | PAI L012R0613 001 | 4/28/2016 | 4/28/2017 | Loss Period 90 days after the Covered Accident Total Maximum for All Accident Medical \$25,000 Accident Death & Dismemberment Benef \$25,000 Applies During per Covered Accident Applies To Death & Dismemberment Benefits only |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Party Equipment Rentals Operations located at 4818 W. 30th St. Tulsa, OK 74107. Verification of Insurance Only

| | |
|--|--|
| CERTIFICATE HOLDER: Verification of Insurance Only Jumpin Jiminy Inc. P.O. Box 9454 Tulsa, OK 74157 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: Consent Agenda D
Department: _____
Prepared By: _____ Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorization of payment to Accurate Labs & Mining Center, Invoice 6H30053, in the amount of \$ 50.00, for water testing fees related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account..

Recommendation

Motion to authorize payment to Accurate Labs & Mining Center for Invoice 6H30053 in the amount of \$50.00 for water testing fees for the new water line located at Washington Avenue.

Discussion

Approved By

| | Initial | Date |
|-----------------|-----------------------------|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u><i>MS</i></u> | <u>9/22/16</u> |

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION
 SERIES 2014 PROJECT ACCOUNT
 THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: September 19, 2016

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

| | |
|-------------------------------|------------------|
| Accurate Labs & Mining Center | 800482036 |
| CREDITOR | TRUST NO. |

| |
|-----------------------------------|
| P.O. Box 613 Stillwater, OK 74076 |
| MAILING ADDRESS |

| | |
|---------------------------------------|------------------|
| Sample testing fee for new water line | Invoice: 6H30053 |
| ITEM | ITEM NO. |

| | | |
|-------------------|---|----------|
| September 6, 2016 | Washington Ave. Pavement Reconstruction | \$ 50.00 |
| DATE | PURPOSE | AMOUNT |

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

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

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: September 19, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



Accurate Environmental LLC

P.O. Box 613
Stillwater, OK 74076
www accuratelabs.com
800-516-LABS

Invoice

| | |
|---------------|-----------|
| Date-Reported | Invoice # |
| 9/6/2016 | 6H30053 |

| |
|---|
| Bill To |
| City of McAlester PO Box 578 McAlester OK 74502 |

| P.O. No. | Terms | Date-Received | Project | |
|---|----------------|---------------|--------------|---------|
| | Due on Receipt | 8/30/2016 | Line Test | |
| Description | | Qty | Rate | Amount |
| Total Coliform P/A SM9223 B | | 2 | 25.00 | 50.00 |
| Please remit to above address and include your invoice no. Thank you for your business. | | | Total | \$50.00 |



McAlester City Council

AGENDA REPORT

TABLED FROM SEPTEMBER 13TH MEETING

Meeting Date: September 27, 2016 **Item Number:** Consent Agenda E
Department: _____
Prepared By: Peter Stasiak, City Manager **Account Code:** _____
Date Prepared: September 6, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 1

Subject

Consider and act upon, approval and authorizing the Mayor to sign a lease in the amount of \$1,292.50 per month for space to relocate the City of McAlester Tourism Office at 119 E. Choctaw Street, Suite 103.

Recommendation

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

Discussion

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

Parrott Company L.L.C.

119 E. Choctaw Ave
McAlester, Oklahoma 74501

LEASE

This Lease is made and entered into this 27th day of Sept 20,
20 16, between Tracy Parrott, a single person, and Bill Parrott and Ann Parrott, Co-Trustees
of the Parrott Family Trust, hereinafter referred to as "Lessor" and

City of McAlester Tourism Office
hereinafter referred to as "Lessee".

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

Suite 103, as shown on
Exhibit "A" attached hereto, located at
119 E. Choctaw Street in McAlester, Oklahoma,

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

This Lease shall be for a term of one (1) year beginning Oct 1,
20 16, and ending Sept 30, 20 17. It is the intention of the Lessee
to lease the premises from year to year. Lessee agrees to give written notice to Lessor not less
than 90 days before the end of the leased term of Lessee's Intention to Lease or Not Lease the
property for the succeeding year.

Lessee shall pay the Lessor as rent for use of the above described property the sum of
\$ 1292.50 per month, detailed as follows:

\$ 1.25 per square foot X 1034 square feet

with the first payment becoming due on Oct 1, 20 16, and a like sum on
the first day of each month, thereafter, during the term of this lease.

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

- Maintain the rented area on a daily basis
- Pay for all damages caused to leased premises by Lessee, Lessee's employees or
by Lessee's operations on the leased premises
- Maintain premises liability in the amount of \$ 1,000,000.00

Lessor agrees to do the following:

- Pay utility bills
- Maintain the common hallways and restroom areas

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

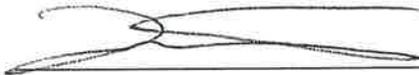
This lease cannot be assigned or sublet by Lessee without the written consent of Lessor.

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

In Witness,whereof, we set our hands the date set forth above.

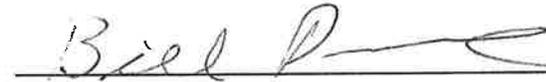
LESSOR:

LESSEE:



Tracy Parrott

Print Name



Bill Parrott, Co-Trustee

Title



Ann Parrot, Co-Trustee

Signature/Date

Co-Trustees for the Parrott Family Trust



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016
Department: Finance
Prepared By: Toni Ervin
Date Prepared: September 20, 2016

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: 5

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|--|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u><i>Melinda Stasiak AEm</i></u> | <u>9/22/16</u> |

ORDINANCE NO. ____

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

WHEREAS, the City Council heretofore adopted Ordinance No. 2538 setting forth the Budget for Fiscal Year 2016-2017 beginning July 1, 2016 and ending June 30, 2017; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2016-2017 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2016-2017 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-3, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2016-2017 Budget.

SECTION 2: All portions of the existing FY 2016-2017 Budget, Ordinance No. 2568 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2016.

**CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation**

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

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

William J. Ervin, City Attorney

FY 16-17 Budget Amendments listed by Fund

| | | | | <u>Revenue</u> | <u>Expense</u> | |
|-----|---------|----|----------------------|--|----------------|-----------|
| 004 | 9/13/16 | 01 | General Fund | Budget Supplement to lapse and reappropriate expenditures for the ongoing capital pr | - | 78,647 |
| 011 | 9/27/16 | 01 | General Fund | Appropriate funds for 2 Police 2016 Dodge Chargers and additional light bars & equip | - | 60,709 |
| 013 | 9/27/16 | 03 | Airport Authority | Appropriate funds for Roof Improvements & building maintenance | - | 25,000 |
| 003 | 8/9/16 | 14 | Police Grant Fund | Appropriate funds for purchase of 21 Bulletproof vests with a 50% matching grant. | 6,500 | 13,000 |
| 005 | 9/13/16 | 24 | Airport Grant | Budget Supplement to lapse and reappropriate expenditures for the ongoing capital pr | - | 531,074 |
| 001 | 7/12/16 | 30 | Economic Development | Appropriate funds for reimbursement from MDSA funds. | 25,000 | 25,000 |
| 006 | 9/13/16 | 30 | Economic Development | Budget Supplement to lapse and reappropriate expenditures for the ongoing capital pr | - | 614,428 |
| 007 | 9/13/16 | 33 | CDBG Grants | Budget Supplement to lapse and reappropriate expenditures for the ongoing capital pr | - | 407,092 |
| 002 | 7/12/16 | 41 | Capital Fund | Appropriate funds for Loan payments on the MCC Controls. | | 90,000 |
| 008 | 9/13/16 | 41 | Capital Fund | Budget Supplement to lapse and reappropriate expenditures for the ongoing capital pr | - | 1,406,496 |
| 012 | 9/27/16 | 41 | Capital Fund | Appropriate funds for 2 Police 2016 Dodge Chargers and additional light bars & equip | 60,709 | 60,709 |
| 009 | 9/13/16 | 44 | Technology Fund | Budget Supplement to lapse and reappropriate expenditures for the ongoing capital pr | - | 130,774 |
| 010 | 9/13/16 | 46 | Storm Water Fund | Budget Supplement to lapse and reappropriate expenditures for the ongoing capital pr | - | 138,584 |
| | | | | <hr/> | <hr/> | |
| | | | | 92,209 | 3,581,513 | |



McAlester City Council

AGENDA REPORT

TABLED FROM SEPTEMBER 13TH MEETING

Meeting Date: September 27, 2016 **Item Number:** 2
Department: Engineering
Prepared By: Jennifer Santino, CFM **Account Code:** _____
Date Prepared: September 2, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 1

Subject

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

Recommendation

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

Discussion

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

Approved By

| | Initial | Date |
|-----------------|-----------------------------------|----------------|
| Department Head | | 09/02/16 |
| City Manager | P. Stasiak <u>Mel Stasiak ACM</u> | <u>9/22/16</u> |

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

1.00 SCOPE OF AGREEMENT

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

2.00 ADDITIONAL SERVICES

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

3.00 NOTICE TO PROCEED

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

4.00 CONSULTANT'S PERSONNEL

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

5.00 CONFLICT OF INTEREST

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

6.00 DISPUTES

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

7.00 ESTIMATES

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

8.00 CONSULTANT'S ASSISTANCE WITH BIDDING

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

9.00 COMPLIANCE WITH LAWS

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

10.00 TERMINATION

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

11.00 OWNERSHIP OF DOCUMENTS

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

12.00 CONFERENCES AND VISITS TO SITE

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

13.00 CONSULTANT'S ENDORSEMENT

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

14.00 CONTROL

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

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

15.00 REVISIONS OF PLANS

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

16.00 DELAYS AND EXTENSIONS

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

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

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

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

17.00 REIMBURSEMENT FOR EXPENSES

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

18.00 CLAIMS, LIABILITY AND INDEMNITY

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

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

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

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

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

19.00 EQUAL EMPLOYMENT OPPORTUNITY

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

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

20.00 TRANSFER, ASSIGNMENT OR SUBLETTING

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

21.00 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

[Signatures to Follow on Next Page]

WITNESS THE DUE EXECUTION HEREOF.

THE CITY OF McALESTER

Meshek & Associates, PLC

By: _____

Steve Harrison, Mayor

By: _____

Its: Principal Engineer

CONSULTANT's Mailing Address:

1437 South Boulder Avenue, Suite 1550

Tulsa, OK 74119

CONSULTANT's Telephone Number:

(918) 392-5620

CONSULTANT's Facsimile Number:

(918) 392-5621

ATTEST:

By: _____

City Clerk

EXHIBIT A

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

EXHIBIT B

COMPENSATION FORM.

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

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

An estimated Fee Schedule is included below:

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

EXHIBIT B-1

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

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

B. *Schedule of Hourly Rates:*

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

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



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 **Item Number:** 3
Department: City Council
Prepared By: John Browne, Mayor **Account Code:** _____
Date Prepared: September 20, 2016 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon, an ordinance of the City of McAlester establishing the regulation of outdoor dining and sidewalk cafés within the City of McAlester.

RECOMMENDATION

Motion to pass and approve the regulation of outdoor dining and sidewalk café ordinance within the City of McAlester.

Discussion

Allowing restaurant accessory use on adjacent public right-of-ways to serve food and beverages within the confines of a physical barrier.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|------------------------|---------------------------------------|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u><i>mel Rudy ACM</i></u> | <u>9/22/16</u> |

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE REGULATION OF OUTDOOR DINING AND SIDEWALK CAFÉS WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 6, TITLED ALCOHOLIC BEVERAGES AND NONINTOXICATING BEVERAGES, ARTICLE I, SECTION 6-8, DEFINITIONS; SECTION 6-9, SIDEWALK CAFÉ PERMIT; SECTION 6-10, REGULATIONS AND RESTRICTIONS; SECTION 6-11, SIDEWALK CAFÉ FEES; AND, SECTION 6-12, VIOLATIONS AND REVOCATION.

* * * * *

WHEREAS, the purpose is to promote safety, health, and general welfare by creating certain conditions and restrictions for the permitting and operating of Sidewalk Cafés.

WHEREAS, to the extent that all City of McAlester ordinances pertaining to the possession, consumption, or sale of non-intoxicating and/or intoxicating alcohols conflict with Chapter 6, Article I, Sections 6-8 to 6-12 shall govern and be controlling.

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

CHAPTER 6: Article I, Sections 6-8 to 6-12, McAlester Code of Ordinances titled “Sidewalk Cafés” is hereby established to read as follows:

Sec. 6-8. Definitions. Unless specified, the term:

- (1) Restaurant shall mean any licensed establishment whose primary business is the selling of food, refreshments, and/or beverages for consumption.
- (2) Sidewalk Café shall mean a group of suitable furnishings, equipment, and decorations that are maintained on designated public property and operated as a revocable accessory use of a licensed Restaurant.
- (3) Pedestrian Zone shall mean a physically and visually unobstructed corridor on the public right of way used in conjunction with an accessory use of a Restaurant.

Sec. 6-9. Sidewalk Café Permit.

- (1) A Sidewalk Café Permit shall only be issued to the owner of a Restaurant that meets the requirements of Article I, Sec. 6-9. The holder of a Sidewalk Café Permit is authorized to sale and serve food,

refreshments, and beverages in the designated area for which a permit is issued.

- (2) An applicant seeking a Sidewalk Café Permit shall submit a completed Sidewalk Café Application form to the City of McAlester's Revenue Officer. The application shall contain the following information:
 - a. The name, address and telephone number of the applicant;
 - b. A site plan showing the proposed designated area for the Sidewalk Café. All site plans shall include layout of the dining area, all egress/ingress, and the width of the sidewalk from the curb to the outer most edge of the Sidewalk Café;
 - c. A copy of the applicant's licenses and permits with the City, County, and/or State for the operations of its restaurant business, including any licenses for non-intoxicating and intoxicating beverages, if required;
 - d. A certificate of adequate liability insurance coverage, with limits of liability as required by the City of McAlester;
 - e. A signed statement by the applicant, certifying that the Restaurant agrees to abide by all applicable laws and ordinances of the City of McAlester and to indemnify and hold the City harmless from any and all liability arising out of the use or condition of the premises or operation of the Sidewalk Café; and
 - f. Other information as the City Manager or his designee deems necessary or appropriate.
- (3) The applicant must have and abide by all necessary and applicable State and County licenses.
- (4) A Sidewalk Café Permit shall be issued by the City of McAlester and shall be valid for one (1) calendar year, beginning with the date of permit issuance. If a Sidewalk Café Permit is renewed prior to its expiration date, a one (1) calendar year extension shall be added to the existing expiration date.
- (5) Only those persons holding a current valid license for non-intoxicating and/or intoxicating on-premises consumption issued by the State of Oklahoma, pursuant to this chapter and other applicable state or county licenses, shall be eligible for a Sidewalk Café Permit.
- (6) Permits shall not be transferable to other persons, Restaurants, or designated areas.
- (7) The City Council shall be able to approve a Sidewalk Café upon request during a regularly scheduled City Council meeting.

Sec. 6-10. Regulations and Restrictions.

- (1) The Sidewalk Café Permit pursuant to Sec. 6-9 shall be kept on the premises of the Restaurant during all hours of operation and shall be made available for inspection upon request. The Sidewalk Permit shall not permit a Restaurant from following all applicable City, County, and State laws or regulations.
- (2) Sidewalk Cafés shall remain confined to commercially zoned properties with adjoining public sidewalks of accommodating width.
- (3) A Restaurant shall only operate a Sidewalk Café between the hours of 7:00am and 10:00pm from Sunday to Thursday and between the hours of 7:00am and 12:00am on Friday and Saturday.
- (4) The designated area of a Sidewalk Café shall be adjacent to the Restaurant for which it is a revocable accessory use. The designated area may encompass the width of the Restaurant's front wall and may extend from the front wall toward the curb.
- (5) A Pedestrian Zone of at least four (4) feet in width shall remain between the curb and the Restaurant's front wall to allow the open vision and passage of those traveling along the right of way.
- (6) The Sidewalk Café shall be surrounded by a physical barrier, excluding all ingress and egress points. Enclosures shall be no more than forty-two (42) inches in height, shall be anchored in a manner to prevent movement, and shall be maintained in a state of good repair. No modifications shall be made to the enclosure without review and approval by the appropriate City officials.
- (7) Consumption of alcohol in the Sidewalk Café shall be permitted, provided that such public consumption shall not violate any other state statute or regulation. All alcoholic beverages that are served within the Sidewalk Café shall remain within the designed area.
- (8) The Sidewalk Café shall not include an open bar. All alcoholic beverages shall remain within the Restaurant, except to serve patrons of the Sidewalk Café.
- (9) The Sidewalk Café must be accessible and detectable as required by American with Disabilities Act (ADA) guidelines.

- (10) The Restaurant shall ensure the Sidewalk Café and adjoining public right of way remain free of all refuse generated from the operation of the business.
- (11) The Restaurant shall temporarily cease all Sidewalk Café operations that interfere with the construction, maintenance, or repair of public facilities or right of way.
- (12) Other reasonable standards may be required by City officials based on specific situations.

Sec. 6-11. Sidewalk Café Fees.

- (1) For each designated area permitted for use as a Sidewalk Café, a fee in the amount of one hundred dollars (\$100.00) will be required. A permit shall only be issued for the designated area shown in the original application.

Sec. 6-12. Violations and Revocation.

- (1) Any person who violates any provision of this ordinance or who applies for a permit with the intent to transfer or attempt to transfer the permit, shall be guilty of an offense and upon conviction thereof, shall be fined two hundred dollars (\$200.00). Each day of violation shall constitute a separate offense.
- (2) The City of McAlester shall reserve the right to immediately revoke, with cause, any permitted Sidewalk Café that does not comply with the regulations of this ordinance. Those Sidewalk Cafés which create public nuisances or hazards to the general welfare shall have their permit temporarily or permanently revoked.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS _____ DAY OF _____, 2016.

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

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

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 4
Department: City Council
Prepared By: John Browne, Mayor Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, an ordinance of the City of McAlester establishing the regulation of Beverage Gardens within the City of McAlester.

Recommendation

Motion to approve the regulation of Beverage Gardens within the City of McAlester.

Discussion

Regulating the use of Beverage Gardens on public right-of-ways during special events.

Approved By

| | | <i>Initial</i> | <i>Date</i> |
|-----------------|------------|---------------------------------------|----------------|
| Department Head | | | |
| City Manager | P. Stasiak | <u><i>Neil Lindley</i></u> <i>ACM</i> | <u>9/22/16</u> |

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE REGULATION OF BEVERAGE GARDENS WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 6, ALCOHOLIC BEVERAGES AND NONINTOXICATING BEVERAGES, ARTICLE I, SECTION 6-3, DEFINITIONS; SECTION 6-4, BEVERAGE GARDEN PERMIT; SECTION 6-5, BOUNDARIES AND RESTRICTIONS; SECTION 6-6, BEVERAGE GARDEN FEES; AND, SECTION 6-7, VIOLATIONS AND REVOCATION.

* * * * *

WHEREAS, the purpose is to promote safety, health, and general welfare by creating certain conditions and restrictions for the permitting and operating of Beverage Gardens during special events.

WHEREAS, to the extent that all City of McAlester ordinances pertaining to the possession, consumption, or sale of non-intoxicating and/or intoxicating alcohols conflict with Chapter 6, Article I, Sections 6-3 to 6-7 shall govern and be controlling.

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

CHAPTER 6: Article I, Sections 6-3 to 6-7, McAlester Code of Ordinances “Beverage Gardens” is hereby established to read as follows:

Sec. 6-3. Definitions. Unless specified, the term:

- (1) Special Event shall mean any social, cultural, or sporting activity, occurring for a fixed duration, in which an event organizer receives City approval to utilize public space.
- (2) Beverage Garden shall mean any designated area on public property where alcoholic beverages, not to exceed twenty (20) percent alcohol by volume, are served and consumed.

Sec. 6-4. Beverage Garden Permit.

- (1) A Beverage Garden Permit may be issued to an organization, association, business, or non-profit organized for political, fraternal, charitable, religious, or social purposes. The holder of the Beverage Garden Permit is authorized to sell and distribute alcoholic beverages, not to exceed twenty (20) percent alcohol by volume, during a special event in the designated area for which a permit is issued.

- (2) An applicant seeking a Beverage Garden Permit shall submit a completed Beverage Garden Application form to the City of McAlester's Revenue Officer fourteen (14) days prior to the special event for which applicant would like to participate and may be granted upon satisfying the conditions set forth in this section. The application shall contain the following information:
 - a. The name, address and telephone number of the applicant;
 - b. A site plan showing the proposed designated area for the beverage garden. The sponsoring organization will designate on the site plan the location for multiple vendors, if there will be more than one.
 - c. The dates when the Beverage Garden shall be conducted;
 - d. A copy of the applicant's current license for non-intoxicating and intoxicating beverages issued by the City of McAlester, Pittsburg County and the State of Oklahoma, if required;
 - e. Each vendor shall present a certificate of liability insurance coverage, with limits of liability as required by the City of McAlester;
 - f. A statement, signed by each vendor, certifying that if a permit is approved, the applicant agrees to abide by all applicable laws and ordinances of the city and to indemnify and hold the city harmless from any and all liability arising out of the use or condition of the premises or operation of the Beverage Garden; and
 - g. Other information as the City Manager or his designee deems appropriate.
- (3) A Beverage Garden Permit shall be issued by the City of McAlester and shall be valid for a period not to exceed three (3) consecutive days. The applicant must have and abide by all applicable State and County licenses.
- (4) Only those persons holding a current valid license for non-intoxicating and/or intoxicating on-premises consumption issued by the State of Oklahoma, pursuant to this chapter and other applicable state or county licenses, shall be eligible for a Beverage Garden Permit.
- (5) The City Council shall be able to approve a Beverage Garden Permit upon request during a regularly scheduled City Council meeting.

Sec. 6-5. Boundaries and Restrictions.

- (1) Alcoholic beverages, not to exceed twenty (20) percent alcohol by volume, shall be served in the designated area for which a permit is issued.

- (2) Consumption of alcoholic beverages served from the permitted Beverage Garden shall be allowed. Alcoholic beverages must remain within the designed area of the Special Event.
- (3) Beverage Gardens shall remain confined to the following areas:
 - a. *Downtown* shall include:
 - i. West side of Main Street from Chickasaw to Carl Albert; north side of Carl Albert from Main Street to Fifth Street; east side of Fifth Street to Choctaw; south side of Choctaw from Fifth Street to Third Street; east side of Third Street from Choctaw to Chickasaw; south side of Chickasaw from Third Street to west side of Main Street.
 - b. *Old Town* shall include:
 - i. East and west sides of Main Street from 2600 North Main to the south side of east Smith Avenue.
 - c. *Southeast Expo Center* shall include the Southeast Expo Center facility and fairgrounds.
 - d. *McAlester Public Parks* shall include all designated public parks owned and managed by the City of McAlester.
- (4) Beverage Gardens shall only operate between the hours of 9:00am and 11:00pm, and a state licensed operator shall be present at all operational hours.
- (5) Beverage Gardens shall be surrounded by a physical barrier, which restricts the flow of movement. All barriers shall be at least thirty-six (36) inches in height and continuous with the exception of all exit and entry points. Barriers shall be made of sufficient material to prevent litter generated within the Beverage Garden from blowing outside the area. Ingress and egress to the designated area shall be from public property. All persons entering the Beverage Garden must be 21 years of age or older. Personnel must be placed at the entrance of the garden and they shall check identification.
- (6) Beverage Gardens shall comply with all requirements and regulations of the special event organizer.
- (7) Beverage Gardens shall make all reasonable attempts to keep the designated area clear of trash and debris.
- (8) All electrical wiring shall comply with applicable electrical codes.
- (9) All beverages shall be sold or dispensed in non-glass containers. All combustible trash shall be stored in noncombustible covered trash receptacles.

- (10) Other reasonable standards shall be required by City officials based on specific situations.
- (11) The permit issued pursuant to Section 6-4 shall be kept on the premises of the Beverage Garden during all hours of operation and shall be made available for inspection upon request.

Sec. 6-6. Beverage Garden Fees.

- (1) For each designated area permitted for use as a Beverage Garden, a fee in the amount of fifteen dollars (\$15.00) will be required. A permit shall be issued only for the designated area shown in the original application.
- (2) Permits shall not be transferable to other persons or other designated areas.

Sec. 6-7. Violations and Revocation.

- (1) Any person who violates any provision of this ordinance or who allows or attempts to allow a Beverage Garden Permit to be used by another person to operate a Beverage Garden, or who applies for a permit with the intent to transfer or attempt to transfer the permit, shall be guilty of an offense and upon conviction thereof, shall be fined two hundred dollars (\$200.00). Each day of violation shall constitute a separate offense.
- (2) The City of McAlester shall reserve the right to immediately revoke with cause any permitted Beverage Garden that does not comply with the regulations of this ordinance. Those Beverage Gardens which create nuisances or hazards to the general welfare shall have their permit revoked.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS _____ DAY OF _____, 2016.

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation
By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

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

By _____

William J. Ervin, City Attorney



City of McAlester, Oklahoma Beverage Garden Permit Application

Date: _____

Permit # _____

This application is to be completed by the person or organization requesting a Beverage Garden Permit. Completed Beverage Garden Permit applications must be received by the Revenue Officer no later than fourteen (14) days prior to the event start date.

GENERAL EVENT INFORMATION

| | | | |
|----------------|----------------------|---------|--------------|
| Applicant Name | Name of Organization | Address | Phone Number |
|----------------|----------------------|---------|--------------|

| | | | |
|-------------------|----------------------|---------|--------------|
| Alternate Contact | Name of Organization | Address | Phone Number |
|-------------------|----------------------|---------|--------------|

Name of Event _____

Date of Event: _____ **Time:** _____ am/pm through **Date:** _____ **Time:** _____ am/pm

Date(s) when Beverage Garden will be conducted: _____

Beverage Garden shall only operate between the hours of 9:00 a.m. and 11:00 p.m.

Exact address and location of event _____

PLEASE ATTACH A SITE PLAN SHOWING THE PROPOSED DESIGNATED AREA FOR THE BEVERAGE GARDEN. If multiple vendors, please designate on the site plan the location of each vendor.

Nature of Event _____

PLEASE ATTACH THE FOLLOWING INFORMATION:

1. A copy of the applicant's current license for non-intoxicating and/or intoxicating beverages issued by the appropriate agency.
2. A certificate of liability insurance coverage, with limits of liability as required by the City of McAlester.
3. A statement, signed by applicant and each vendor, certifying that if a permit is approved, the applicant agrees to abide by all applicable laws and ordinances of the city and to indemnify and hold the city harmless from any and all liability arising out of the use or condition of the premises or operation of the beverage garden.

SIGNATURE

The information provided in this application and its attachments is complete and accurate to the best of my knowledge. I understand that I am under a continuing obligation to update any information supplied, and/or supply any new information as it becomes available.

Signature of Authorized Agent: _____ Date: _____

CITY OF MCALESTER
BEVERAGE GARDEN RELEASE OF LIABILITY AND WAIVER

1. Vendor acknowledges and understands that participation in the Event involves potential risks that may arise from the actions and inactions of Vendor, other individuals attending the Event, or the City of McAlester (“City”) and its officials, employees, agents and volunteers. Vendor expressly agrees to accept and assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor’s participation in the Event, regardless of the cause. Participation in the Event is purely voluntary, and Vendor elects to participate in spite of the risks.
2. Vendor releases the City, its officers, officials, employees, agents, and volunteers (“the Released Parties”) and waives all actions, claims and demands that Vendor or Vendor’s heirs, executors, representatives, insurers, attorneys, administrators or assigns (“the Releasing Parties”) may have or may hereafter have for any personal injury, bodily injury (including death) or property damage that Vendor may directly or indirectly incur while participating in the Event, including but not limited to that incurred as a result of the negligence of the Released Parties. Vendor, on behalf of both Vendor and the Releasing Parties, agrees not to sue the Released Parties on the basis of these waived and released claims.
3. Vendor agrees to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the Event.
4. At all times during Event, Vendor, his/her employees and agents shall be independent contractors and not employees or agents of the City. Vendor, and his/her employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. City may terminate Vendor’s participation in the Event at any time. City shall not be liable for any costs incurred by the Vendor as a result of such termination by the City.
6. Vendor shall comply with all laws applicable to the performance of the work hereunder, including, to the extent applicable, health and safety regulations. Vendor is solely responsible for the payment of all federal, state and local taxes, including employment taxes that Vendor may incur as a result of participation in the Event.
7. Vendor represents and warrants to City that Vendor and its employees, agents, and volunteers have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to offer the goods and/or services that Vendor is offering at the Event.
8. Vendor agrees to indemnify and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys’ fees, (collectively “Liabilities”) arising out of or in any manner related to Vendor’s participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.

9. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.

By signing below, I agree that I have carefully read the foregoing Release of Liability and Waiver and fully understand its contents. I am aware that this is a release of liability and I sign it without inducement. I agree to abide by all applicable laws and ordinances of the City of McAlester and to indemnify and hold the City harmless from any and all liability arising out of the use or condition of the premises or operation of the Beverage Garden.

Signature of Vendor

Date

Print Name



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 5
Department: City Council
Prepared By: John Browne, Mayor Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, an ordinance of the City of McAlester establishing the prohibition of drug paraphernalia within the City of McAlester.

Recommendation

Motion to pass and approve an ordinance prohibiting drug paraphernalia within the City of McAlester.

Discussion

An ordinance prohibiting the possession, delivery or manufacture of drug paraphernalia within the City of McAlester.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|--------------------------------------|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u><i>McBuddy ACM</i></u> | <u>9/22/16</u> |

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE PROHIBITION OF DRUG PARAPHERNALIA WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 82, OFFENSES AND NUISANCES, ARTICLE ____, DIVISION ____, SECTION 82-____, DEFINITIONS; SECTION 82-____, MATTERS CONSIDERED IN DETERMINATION OF DRUG PARAPHERNALIA; SECTION 82-____, PROHIBITING POSSESSION, DELIVERY OR MANUFACTURE OF DRUG PARAPHERNALIA; SECTION 82-____, EXCEPTIONS; AND SECTION 82-____, PENALTIES AND FINES, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

* * * * *

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

CHAPTER 82: Article ____, Division ____, Sections 82-____ to 82-____, McAlester Code of Ordinances titled "Prohibition of Drug Paraphernalia" is hereby established to read as follows:

Sec. 82-____. Definitions. Unless specified, the term:

- (1) Drug paraphernalia shall mean any equipment, product, or material of any kind which is primarily intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, possession of which is unlawful under this subchapter. It includes items primarily intended or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, hashish oil, PCP, methamphetamine, or amphetamines into the human body, such as:
 - a. metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - b. water pipes;
 - c. carburetion tubes and devices;
 - d. smoking and carburetion masks;
 - e. roach clips: meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;
 - f. miniature spoons with level capacities of one-tenth cubic centimeter or less;
 - g. chamber pipes;
 - h. carburetor pipes;
 - i. electric pipes;

- j. air-driven pipes;
- k. chillums;
- l. bongs;
- m. ice pipes or chillers;
- n. wired cigarette papers; or
- o. cocaine freebase kits

Sec. 82-____. Matters Considered in Determination of Drug Paraphernalia.

- (1) In addition to all other logically relevant factors, the following may be considered;
- a. instructions, oral or written, provided with the item concerning its use;
 - b. descriptive materials accompanying the item which explain or depict its use;
 - c. national and local advertising concerning its use;
 - d. the manner in which the item is displayed for sale;
 - e. whether the owner, or anyone in control of the item, is a legitimate supplier of like or related items to the community, such as a licensed distributor or deal or tobacco products;
 - f. direct or circumstantial evidence of the ratio of sales of the item(s) to the total sales of the business enterprise;
 - g. the existence and scope of legitimate uses of the item in the community; and
 - h. expert testimony concerning its use

Sec. 82-____. Prohibiting Possession, Delivery or Manufacture of Drug Paraphernalia.

- (1) No person shall use or possess drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled dangerous substance in violation of the Uniform Controlled Dangerous Substance Act, 63 O.S. § 2-101 et seq.
- (2) No person shall deliver, sell, possess or manufacture drug paraphernalia knowing, or under circumstances where one reasonably should know, it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled dangerous substance in violation of the Uniform Controlled Dangerous Substance Act, 63 O.S. § 2-101 et seq.

Sec. 82-____. Exceptions.

- (1) Section 82-104 shall not be applicable to medical or veterinary practitioners to the extent such paraphernalia is used as a part of their lawful practice of the profession. For the purposes of this section, practitioner means:

- a. A physician, dentist, podiatrist, veterinarian, scientific investigator, or other person who is authorized by state or federal law to distribute, dispense, conduct research with respect to, use for scientific purposes or administer a controlled dangerous substance in the course of professional practice or research in this state; or
- b. A pharmacy, hospital, laboratory, or other institution authorized by state or federal law to distribute, dispense, or conduct research with respect to use for scientific purposes or administer marijuana or a controlled dangerous substance in the course of a registered professional practice or research in this state.

(2) Section 82-104 shall not be applicable to the possession of paraphernalia by persons involved in the medical or veterinary equipment supply business, where such possession is a necessary and appropriate part of servicing lawful medical or veterinary practitioners.

Sec. 82-____. Penalties and Fines.

(1) May be fined up to \$750.00 or by imprisonment of not more than 60 days or both such fines or imprisonment.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2016.

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

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

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 6
Department: City Council
Prepared By: John Browne, Mayor Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, an ordinance of the City of McAlester establishing the Community Service Program within the City of McAlester.

Recommendation

Motion to approve the Community Service Program within the City of McAlester.

Discussion

The Community Service Program allows offenders to complete community service hours in lieu of municipal fines.

Approved By

Department Head
City Manager

P. Stasiak

Initial

MS

Date

9/22/16

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE COMMUNITY SERVICE PROGRAM WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 30 TITLED COURT, ARTICLE II, DIVISION 3, SECTION 30-66, DEFINITIONS; SECTION 30-67, PROOF OF INDIGENT STATUS; SECTION 30-68, CRITERIA FOR COMMUNITY SERVICE PROGRAM; SECTION 30-69, COMMUNITY SERVICES AGREEMENT; SECTION 30-70, COST OF FINES, NUMBER OF COMMUNITY SERVICE HOURS REQUIRED AND NUMBER OF DAYS ALLOCATED TO COMPLETE THE COMMUNITY SERVICE PROGRAM; SECTION 30-71, VIOLATIONS AND PENALTIES.

* * * * *

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

CHAPTER 30: Article II, Division 3, Section 30-66 to 30-71 of the McAlester Code of Ordinances titled "Community Service Program" is hereby established to read as follows:

Sec. 30-66. Definitions. Unless specified, the term:

- (1) Community Service Program means a constructive, valuable sanction available for use by a municipal sentencing judge to allow offenders to repay his or her community by providing needed services.
- (2) Indigent means a person who, at any stage of a court proceeding, is unable to pay the anticipated costs of fines for the matter before the court.
- (3) Community Services Agreement means an agreement between the defendant and the Municipal Court for the defendant to complete community service hours in lieu of court fines.

Sec. 30-67. Proof of Indigent Status

- (1) The Municipal Judge shall establish procedures to allow indigent defendants to present evidence of financial condition. The Municipal Judge shall inquire as to a defendant's financial capacity prior to initially assessing fines, fees, and costs. Ability-to-pay shall be conducted prior to the court imposing any initial fine or fee, upon any increase in the fine or related court costs and fees, and upon a defendant's request for an ability-to-pay determination at any point in a case, including in cases with preset fines.

Sec. 30-68. Criteria for Community Service Program

- (1) Defendant must be physically able to perform manual labor. If the defendant is pregnant, has doctor orders not to work, or is on disability, the defendant may not be allowed to complete community service.
- (2) Defendant must complete the necessary Community Service hours at either a non-profit organization or governmental agencies within the City of McAlester unless otherwise approved by the judiciary.
- (3) Defendant must receive approval by the Judge before beginning the Community Service hours.

Sec. 30-69. Community Services Agreement

- (1) Before the defendant is allowed to work, he/she will be required to sign a Community Service Agreement. This Agreement contains the following six (6) rules and regulations.
 - (A) The defendant must return completed hours to the Municipal Court in order to receive credit for community service.
 - (B) Community service must be completed by the end date. Only the Municipal Court can grant a two (2) week extension.
 - (C) The defendant is not considered an employee of the City of McAlester, the Municipal Court, or the agency to which the defendant is assigned or their respective employee and agents. Defendant shall not be entitled to worker's compensation, unemployment benefits, or any other benefits otherwise provided by law to employees.
 - (D) The defendant will sign a Release of Liability and Indemnity Agreement releasing the City of McAlester, its Municipal Court, or any agency to which the defendant is assigned, and their respective employees and agents from liability.
 - (E) Appropriate safety equipment will be supplied by the supervising entity in order for the defendant to complete the tasks safely. The defendant is required to wear clothing that is appropriate for the assigned work site.
 - (F) The defendant is responsible for making the necessary transportation and child care arrangements in order to comply with the Community Service Program. Defendants are also

responsible for making arrangements with their employer if participation in the program conflicts with their employment schedule.

Sec. 30-70. Cost of Fines, Number of Community Services Hours Required, and Number of Days Allocated to Complete the Community Service Program

(1) Community service may be granted by the Municipal Court using the following table:

| Total Fines and Court Costs | Hours of Community Service |
|------------------------------------|-----------------------------------|
| \$1 - \$100 | 8 hours |
| \$101 - \$200 | 16 hours |
| \$201 - \$300 | 24 hours |
| \$301 - \$400 | 32 hours |
| \$401 - \$500 | 40 hours |
| \$501 - \$600 | 48 hours |

(2) The defendant will have the following timetable to complete the required community service hours, unless otherwise specified by the Municipal Judge:

| Number of Hours Required | Number of days for Completion |
|---------------------------------|--------------------------------------|
| 1 – 16 hours | 30 days |
| 17 – 32 hours | 60 days |
| 33 – 48 hours | 90 days |

Sec. 30-71. Violations and Penalties

(1) The defendant is expected to work the hours and days assigned. The defendant will be asked to leave the service site immediately if performance, attitude or unsatisfactory performance occurs. Failure to report for work, failure to report on time or failure to accept direction will result in noncompliance and the defendant will be referred back to the Municipal Court for Contempt of Court.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA ON THIS _____ DAY OF _____, 2016.

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

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

By _____
William J. Ervin, City Attorney

**CITY OF MCALESTER
COMMUNITY SERVICES AGREEMENT**

In consideration of the Community Services Program, I agree to abide by the following rules and regulations:

- All completed hours must be returned to the Municipal Court in order to receive credit for community service.
- Community service must be completed by the end date specified by the judge. Only the Municipal Court can grant a two (2) week extension.
- That in completing my community service I will be acting as a volunteer.
- I understand that I am not considered an employee of the City of McAlester, the Municipal Court, or the agency, or entity to which I am assigned and therefore am not entitled to worker's compensation, unemployment benefits, or any other benefits otherwise provided by law to employees.
- I agree to sign a Release of Liability and Indemnity Agreement releasing the City of McAlester, its Municipal Court, or any agency, or entity to which I am assigned from liability.
- I understand that I am required to wear clothing that is appropriate for the assigned work site. Appropriate safety equipment will be supplied by the supervising entity in order for me to complete the tasks safely.
- I understand that I am responsible for making the necessary transportation and child care arrangements in order to comply with the Community Service Program. I am also responsible for making arrangements with my employer if participation in the program conflicts with my employment schedule.

Signature

Date

Print Name

COMMUNITY SERVICE PROGRAM
Release of Liability and Indemnity Agreement

I agree to assume all risks and responsibilities surrounding my participation in the Community Service Program, and to release, waive, forever discharge, and covenant not to sue the City of McAlester, its Municipal Court, or any agency, or entity to which I am assigned, and their respective employees and agents (jointly "the Parties"), from and against any and all liability for harm, injury, damage, claims, demands, actions, causes of action, costs, and/or expenses or any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me, whether caused by the negligence or carelessness of the Parties, or otherwise, while participating in the Community Service Program, or while in, on, upon, or in transit to or from the premises where the Community Service Program, will be performed or any adjunct to the Community Service Program, occurs or is being conducted.

I understand and agree that the Parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Parties shall be subject to the terms of this Agreement. I understand and agree that said parties assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further state that I possess no health-related conditions or problems which preclude or restrict my participation in this Community Service Program, with or without a reasonable accommodation. I sign this document knowingly and voluntarily and with no oral representations, statements, or inducements, apart from the foregoing written statement, being made.

Nothing in this waiver and release form shall act as a waiver of any of the protections or immunities provided under the Oklahoma Governmental Tort Claims Act. Title 51 O.S. § 151 et. seq.

THE UNDERSIGNED ENTERS INTO THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT WILLINGLY AND VOLUNTARILY, AND UNDERSTANDS THAT BY THIS SIGNATURE THE UNDERSIGNED ASSUMES RISKS AND WAIVES SUBSTANTIAL RIGHTS, AGREEING NOT TO SUE THE CITY OF MCALESTER AND ITS MUNICIPAL COURT, TO RELEASE AND HOLD THE CITY OF MCALESTER HARMLESS FROM LIABILITY.

Signed this _____ day of _____, 20____.

Signature

Print Name

Emergency Contact Name: _____
(First and Last Name)

Relationship: _____

Phone Number: _____



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 7
Department: City Council
Prepared By: John Browne, Mayor Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, an ordinance of the City of McAlester establishing the Customer Service Policy; amending McAlester City Code Chapter 2 Titled Administration, Article I, Section 2-1, Customer Service Standards.

Recommendation

Motion to approve the Customer Service Policy ordinance.

Discussion

An ordinance of the City of McAlester establishing the Customer Service Policy; amending McAlester City Code Chapter 2 Titled Administration, Article I, Section 2-1, Customer Service Standards.

Approved By

| | Initial | Date |
|-----------------|--------------------------------|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u>McBrowne ACW</u> | <u>9/22/16</u> |

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE CUSTOMER SERVICE POLICY; AMENDING MCALESTER CITY CODE CHAPTER 2 TITLED ADMINISTRATION, ARTICLE I, SECTION 2-1, CUSTOMER SERVICE STANDARDS.

* * * * *

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

Chapter 2: Article I, Section 2-1 of the McAlester Code of Ordinances titled “Customer Service Policy” is hereby established to read as follows:

Section 2-1. Customer Service Standards

- (1) **Processes** – There are many processes within the City of McAlester that require formal procedures be followed. The City must strive to make these processes as consistent and simple as possible throughout all of the departments such as:
 - (A) Simplification of forms
 - (B) Easy to understand directions
 - (C) Up to date public information
 - (D) Downloadable forms available via the website
 - (E) Short time lines

- (2) **Marketing and Communication** – Communication with the public, oral and written, must be clear, concise, consistent and easy to access. Departments should strive to utilize all communication possibilities as efficiently as possible to assure that residents remain informed and aware on a regular basis.

- (3) **Phone and Written Inquiries** – All inquires by either phone or writing will be responded to by the proper person in accordance with this ordinance. Employees at all levels must adhere to the following:
 - (A) Phone calls placed to a specific person are to be answered by a live person whenever possible.
 - (B) Initial phone messages must be returned within one (1) business day.
 - (C) If employee is not available to return calls within one (1) business day, the caller should be given that information and informed when the person will be available. Alternative help should be offered in the interim.
 - (D) All written inquiries, including email, whether complaints, compliments or suggestions, should be acknowledged in an

appropriate manner. The initial response should be within no more than three (3) business days of receipt of letter or email.

- (E) Any department or employee that utilizes voicemail must assure that the information it provides is regularly updated and that it can be easily bypassed to achieve direct contact with the office.

- (4) **Information and Referral** – At times residents will inquire at City Hall for issues that are not within our domain. Every effort should be made to refer them to the governmental agency or community service agency that is best able to handle their concern. All referrals should include a phone number or location of the suggested agency if at all possible.

Internal referrals should be handled in a similar manner. If a person on the phone or through email is being referred to a different department or employee, the caller should be given the direct dial number for future reference and then automatically transferred through the phone or email systems. Customers should not be made to call back at that time.

If a referral is made to another City department, there must be certainty that the referral is correct, and if transferring by phone, that indeed the call will be picked up. No “blind” transferring is allowed. If there is some doubt as to the proper referral, the referring department should ascertain the appropriate contact before connecting or directing the customer. If this information is not obtainable the customer should be directed to a supervisor in the initiating department.

- (5) **Complaints/Compliments** – Each department shall submit complaints using the Complaint Record form. The Complaint Record form can be found in each department and shall be made available to customers when requested. Once a Complaint Record form is received, all employees are responsible for delivering the form to the Executive Assistant of the City Manager.

Departments should make equal attempts to log public or internal compliments of excellent customer service provided by City employees. Employees who are the subject of such praise should be notified of these compliments by their supervisors.

- (6) **Professionalism** – All employees shall present a professional, informed and commonsense image to City customers. All employees are expected to conduct themselves in a professional manner with members of the City Council, residents, businesses and other customers, as well as other City employees.

Customers expect City employees to be knowledgeable in matters related to their work classification. Although employees cannot be expected to be all-knowing, they do have a responsibility to maintain a solid understanding of their work responsibilities and how they relate to the overall effectiveness of the City’s mission. In any event, City

employees should be certain of the information that they do provide to customers.

When an employee is unable to provide an answer to a question or concern raised by a customer, the employee will provide the name, department and telephone number of the person who is most likely to be able to answer the question or provide the service. In addition, the employee will forward the customer's contact information to the appropriate City employee so that the customer may receive the requested information in a timely manner.

(7) **Friendly, Helpful and Courteous Service** – City employees will treat customers with respect, dignity and courtesy. Specifically, City employees shall:

- (A) Give full attention to the customer they are dealing with. Eye contact and taking notes, if applicable, demonstrate that the employee is actively listening. When possible, employees should use the customer's name when conversing with them.
- (B) Acknowledge customers arriving at public counters immediately, and welcome them with a smile. If the employee cannot help the customer right away, they should explain why and get to the customer as soon as possible.
- (C) Communicate clearly and effectively. Help the customer understand the issue and the City's process. As much as possible, eliminate bureaucratic jargon.
- (D) Strive to understand and empathize with the customer's point-of-view. Recognizing that compliance with the city's codes and policies is mandatory, work with the customer to identify alternatives and solutions.
- (E) Utilize effective and professional telephone protocols including:
 - (1) Answer telephone calls by the second ring, whenever possible
 - (2) When answering telephones, employees shall be polite and cheerful
 - (3) Employees shall identify their name, title and department when appropriate
 - (4) Customers shall not be put on hold for more than two (2) minutes at a time
 - (5) Return telephone calls shall be made no longer than one (1) business day.
- (F) Ensure that calls for service are handled in a timely manner, based on workload and resources
- (G) Refrain from using profane or inappropriate language or body language. It is never appropriate for an employee to use foul language.

- (1) When dealing with irate customers, employees shall politely let the customer know that they will do their best to assist the customer in resolving the given issue. Attempt to work through the customer's concern to an appropriate resolution. If the employee does not have the staff authority to handle an issue presented, they should ask the customer to please wait and then contact a supervisor to handle the situation.
- (2) Although it is ultimately the City's goal to solve the customer's problem and provide them the desired service, employees may terminate a conversation with a customer who demonstrates threatening, aggressive or inappropriate behavior or language.
- (3) Where possible, the customer should be informed that continued inappropriate behavior will result in a termination of the contact with them.
- (4) On rare occasions, employees may need to contact police personnel when an admonition to the customer does not eliminate the aggressive or threatening behavior, and the employee is at risk. Employees are not expected to put themselves at risk during an interaction with a customer.
- (5) When a customer has repeatedly demonstrated their inability to conduct themselves in a civil manner with an employee, they cease to be a customer. When such an individual repeatedly misrepresents or lies about contacts with employees, employees may require that further business with that individual be conducted at a public counter and/or in the presence of another employee.

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER,
OKLAHOMA ON THIS _____ DAY OF _____, 2016.**

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

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

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 **Item Number:** 8
Department: City Council
William J. Ervin, City
Prepared By: Attorney **Account Code:** _____
Date Prepared: September 20, 2016 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon, approval and authorization of the Mayor to sign a Quitclaim Deed exchanging 30 feet of City property to 30 feet of County property.

Recommendation

Motion to approve Mayor's signature regarding a Quitclaim Deed for the property located at 1212 N. West, McAlester, Oklahoma.

Discussion

The City of McAlester Salt Shed is currently located on this property.

Approved By

| | | <i>Initial</i> | <i>Date</i> |
|------------------------|------------|--------------------------------------|----------------|
| Department Head | | | |
| City Manager | P. Stasiak | <u><i>McAlester City Manager</i></u> | <u>9/22/16</u> |

QUITCLAIM DEED – STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS, That the City of McAlester, P O Box 578, McAlester, Oklahoma 74502 party of the first part, in consideration of the sum of Zero (\$0.00) DOLLARS, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Pittsburg County Economic Development Authority, 115 E. Carl Albert Parkway, McAlester, Oklahoma 74501 party of the second part, the following described real property and premises, situated in Pittsburg County, State of Oklahoma, to-wit:

BEGINNING AT THE SE CORNER LOT 206, PITTSBURG COUNTY TOWNSITE ADDITION NO. 1, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS; thence S88°40'32"W along the south line Lot 206, a distance of 50.00 feet; thence N01°20'05"W a distance of 264.00 feet; thence N88°40'32"E, a distance of 50.03 feet to a point on the east line Lot 206; thence S01°19'43"E, a distance of 264.00 feet to the POINT OF BEGINNING; said described tract containing 0.3 Acres, more or less

Together with all the improvements thereon and the appurtenances there unto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part hereby acknowledged, and does hereby remise, release and quitclaim unto said second party forever, all the right, title, interest and claim.

Signed and delivered this _____ day of _____, 20_____.

STATE OF OKLAHOMA

COUNTY OF PITTSBURG

BEFORE ME, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared, _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and date above written.

_____, Notary Public.

My Commission Expires _____, 20_____



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 9
Department: Police
Prepared By: Darrell Miller Account Code: _____
Date Prepared: September 19, 2016 Budgeted Amount: \$48,709.50
Exhibits: 2

Subject

Consider and act upon, approval to purchase two new and unused 2016 Dodge Charger police vehicles.

Recommendation

Motion to approve the purchase of two new and unused 2016 Dodge Chargers from Bob Howard Chrysler, Jeep, Dodge, in Oklahoma City which are on the Oklahoma State Contract. State Bid.

Discussion

The Police Department needs to replace two 2007 Dodge Charges with high mileage and maintenance. The Bid is from Bob Howard Chrysler, Jeep, Dodge on the Oklahoma State Contract. The price on one Charger is \$23,814.00 and the other is \$24,895.50.

Approved By

| | Initial | Date |
|-----------------|--------------------------------------|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u><i>[Signature]</i></u> | <u>9/22/16</u> |



September 19, 2016

**BOB HOWARD
CHRYSLER JEEP DODGE**

Assistant Chief Darrell Miller
McAlester Police Department
28 E. Washington
McAlester, OK 74502

RE: 2016 Dodge Charger Police Pursuit Sedan

Dear Asst. Chief Miller;

Attached are the specifications for the 2016 Dodge Charger Police Pursuit Sedan I have available.

Pricing as follows is per the State of Oklahoma Vehicle Contract SW035:

| | | |
|---|---------------------------------------|--------------------|
| Item # 1000009350 | Police Pursuit Vehicles – Cars | |
| 2016 Dodge Charger Police Pursuit Sedan | | |
| BASE | | \$22,799.00 |
| OPTIONS ADD: | | |
| 29A | 5.7 L V-8 Hemi Engine | 1,039.00 |
| X5X9 | Rear Vinyl Bench Seat | 110.00 |
| LNF | L.H. Spot Lamp with Incandescent Bulb | -134.00 |
| Total for Vehicle | | \$23,814.00 |

The VIN on this vehicle is: **2C3CDXAT6GH328441**

It should be on the ground here by the 26th of September.

COLOR: PX8 Pitch Black Clearcoat

INTERIOR: X5X9 Black Front H.D. Cloth Bucket Seats with Vinyl Rear Bench

I have another Police Charger that is here on the ground with the VIN: 2C3CDXAT9GH277503

It is equipped and priced as follows:

Attached are the specifications for the 2016 Dodge Charger Police Pursuit Sedans

Pricing as follows is per the State of Oklahoma Vehicle Contract SW035:

| | | |
|---|--|-------------|
| Item # 1000009350 | Police Pursuit Vehicles – Cars | |
| 2016 Dodge Charger Police Pursuit Sedan | | |
| BASE | | \$22,799.00 |
| OPTIONS ADD: | | |
| 29A | 5.7 L V-8 Hemi Engine | 1,039.00 |
| CKD | Floor Carpet | N.C. |
| AMV | Fleet Park Assist Group (\$350.00 less 6%) | 329.00 |
| AHM | Convenience Group 1 (\$480.00 less 6%) | 451.20 |
| LSA | Security Alarm (\$150.00 less 6%) | 141.00 |
| TBH | Full size Spare RE-Location Bracket (\$145.00 less 6%) | 136.30 |
| Total for Vehicle | | \$24,895.50 |

COLOR: PX8 Pitch Black Clearcoat
 INTERIOR: X5X9 Black Front H.D. Cloth Bucket Seats with Cloth Rear Bench

I do have other units that will be built and shipped to us with expected delivery times about the last week of this month.

Thank you and if there are any questions please let me know.



Tom Ayers
 Governmental/ Fleet Sales Manger



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|---------------------------|------------------|--------------------|
| Meeting Date: | <u>September 27, 2016</u> | Item Number: | <u>10</u> |
| Department: | <u>Police</u> | Account Code: | <u></u> |
| Prepared By: | <u>Darrell Miller</u> | Budgeted Amount: | <u>\$14,516.56</u> |
| Date Prepared: | <u>September 20, 2016</u> | Exhibits: | <u>10</u> |

Subject

Consider and act upon, approval to purchase a 2015 Chevrolet Silverado 1500 pickup.
VIN 3GCUKREC1FG413746

Recommendation

Motion to approve the purchase of one pre-owned 2015 Chevrolet Silverado truck.

Discussion

The McAlester Police Department was involved in a joint drug investigation with the Seminole Nation Police Department and the Drug Enforcement Administration. During the investigation, a 2015 Chevrolet Silverado was seized and forfeited.

The D.E.A. has waived their interest of \$5,665.00 in the vehicle, but our agreement with the Seminole Nation Police Department allows us pay them their 50% interest in the truck and then allows the McAlester Police Department to keep the truck for our department.

The truck is valued at \$28,325.00.

We will need to pay the United States Marshall Service \$708.12 for the E-Portal fee which leaves the value balance of \$27,616.88.

We need to pay the Seminole Nation Police Department \$13,808.44 for their share.

Total purchase price for this truck is \$14,516.56

Approved By

| | Initial | Date |
|-----------------|--|----------------|
| Department Head | GW | 09-20-2016 |
| City Manager | <u>P. Stasiak</u> <u><i>[Signature]</i></u> | <u>9/22/16</u> |

DATE: 09/07/2016

EQUITABLE SHARING MEMORANDUM
TRANSFER OF PROPERTY
DISTRICT: Eastern District of Oklahoma

Investigative Agency Case Number : K8-16-0013
Court Case Number : CR-16-028-JHP
Seizure Number : N-1
Vehicle ID Number : 3GCUKRECFG413746
Asset Identification : 16-DEA-621550
Property Description : 2015 Chevrolet Silverado 1500
Agency to Receive Property : McAlester Police Department
Agency NCIC/ORI Code : OK0610200
Compliance Expiration Date : 08/31/2017
Other Agency Case Number : K8-16-0013
DAG-72 Decision Date : 08/25/2016 Entry Date: 08/29/2016 By: chawndra.morgan

COSTS TO BE REIMBURSED BY RECIPIENT AGENCY

USMS Expenses\$0.00
USMS Lien Expenses\$0.00
AFMLS/USA Expenses\$0.00
Investigative Agency Expenses\$0.00 (Waived)
Federal Share\$0.00
Alternative eCost Deduction (2.500%)\$708.12

Outstanding Liens:
(Must be satisfied prior to releasing the property) \$0.00

\$708.12

TOTAL COSTS

Notice to Agency to Receive Property: Total costs must be reimbursed and payable to the United States Marshals Service (USMS) within 60 calendar days of this Equitable Sharing Memorandum. If reimbursement is not timely received, the USMS shall dispose of the property described above through sale. The recipient agency, upon request, may be eligible for proceeds in lieu of transfer of property consistent with the terms outlined within the U.S. Department of Justice *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*. Proceeds will be determined based on the reasonable relationship to the agency's direct participation in the investigation or law enforcement effort resulting in the forfeiture.

Certifying Officer - District

Date

Property Delivered To: _____

Property Delivered By: _____

Date of Delivery: _____

DATE: 09/07/2016

EQUITABLE SHARING MEMORANDUM
TRANSFER OF PROPERTY
DISTRICT: Eastern District of Oklahoma

Investigative Agency Case Number : K8-16-0013
Court Case Number : CR-16-028-JHP
Seizure Number : N-1
Vehicle ID Number : 3GCUKREC1FG413746
Asset Identification : 16-DEA-621550
Property Description : 2015 Chevrolet Silverado 1500
Agency to Receive Property : McAlester Police Department
Agency NCIC/ORI Code : OK0610200
Compliance Expiration Date : 08/31/2017
Other Agency Case Number : K8-16-0013
DAG-72 Decision Date : 08/25/2016 Entry Date: 08/29/2016 By: chawndra.morgan

COSTS TO BE REIMBURSED BY RECIPIENT AGENCY

USMS Expenses\$0.00
USMS Lien Expenses\$0.00
AFMLS/USA Expenses\$0.00
Investigative Agency Expenses\$0.00 (Waived)
Federal Share\$0.00
Alternative eCost Deduction (2.500%)\$708.12

Outstanding Liens:
(Must be satisfied prior to releasing the property) \$0.00

TOTAL COSTS \$708.12

Notice to Agency to Receive Property: Total costs must be reimbursed and payable to the United States Marshals Service (USMS) within 60 calendar days of this Equitable Sharing Memorandum. If reimbursement is not timely received, the USMS shall dispose of the property described above through sale. The recipient agency, upon request, may be eligible for proceeds in lieu of transfer of property consistent with the terms outlined within the U.S. Department of Justice *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*. Proceeds will be determined based on the reasonable relationship to the agency's direct participation in the investigation or law enforcement effort resulting in the forfeiture.

Certifying Officer - District

Date

Property Delivered To: _____

Property Delivered By: _____

Date of Delivery: _____

WAIVER APPROVAL OF THE FEDERAL SHARE FORM

TO: U.S. Marshals Service, McAlester, OK
Fax Number: (918) 687-2526

FROM: Lee R. Madeam, Chief, Asset Forfeiture Section
Office of Operations Management (OMA)

SUBJ: Federal Share Waiver Approval Request

| | |
|---|-------------------------|
| Asset ID Number: 16-DEA-621550 | Case Number: K8-16-0013 |
| Property Description: 2015 Chevrolet Silverado 1500 | |

DATE: AUG 24, 2016

A request for waiver of the 20% Federal Share and/or Investigative Agency expenses was received on July 27, 2016 from the McAlester Police Office and has been reviewed and processed by this office.

The approval decision taken by this office for the waiver request submitted is being provided for your office's review and handling:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DEA has waived the 20% Federal Share: \$5,665.00 |
| <input checked="" type="checkbox"/> | DEA has waived the Investigative Agency Expenses: \$0 |
| <input checked="" type="checkbox"/> | The state/local requesting agency is requesting that the U.S. Marshals Services expenses also be waived & is attached for your approval (See State/Local Waiver Request attached) |

The appropriate Consolidated Asset Tracking System data entry modifications have been completed to reflect the above expenses have been waived by the DEA.



Lee R. Madeam, Chief of OMA

8-24-2016
Date Signed

Cc: DEA/Dallas Asset Removal Group
USMS/HQs
Email address: AFD.Property@usdoj.gov

FAX TRANSMISSION

DRUG ENFORCEMENT ADMINISTRATION

600 ARMY NAVY DRIVE

ARLINGTON, VA 22202

(202) 307-7859

Fax: (202) 307-4490

To: Jeffrey D. Green

Date: August 29, 2016

Fax #: (214) 366-8916

Pages: 2, including cover page

From: Chawndra Morgan

Subject:

COMMENTS: Federal Share Waiver Approval Request for Asset ID#: 16-DEA-621550

DATE: 06/27/2016

U.S. DEPARTMENT OF JUSTICE

Decision Form for Transfer of Federally Forfeited Property

I. TO BE COMPLETED BY INVESTIGATIVE BUREAU FIELD OFFICE:

A. Investigative Agency Field Office: McAlester, OK Resident Office
Requesting Agency Name: McAlester Police Department
Seizure District: OKE
Name of AUSA: Rob Wallace
Address: 520 Denison Avenue
Muskogee, OK 74401
Telephone Number: 918-684-5150

B. Asset ID : 16-DEA-621550
Agency Case # : K8-16-0013
Seizure Date : 05/03/2016
Seizure Number : N-1
Judicial District : OKE

C. Description of Property Subject to Sharing: (A separate DAG-72 must be initiated for each asset requested)
Property : 2015 Chevrolet Silverado 1500
Identification Number : 3GCUKREC1FG413746
Appraised Value : \$28,325.00
Investigating Agency Expenses : \$0.00
Liens : \$0.00
AFMLS/USA Expenses : \$0.00

D. Were other Assets seized?
E. Were other Investigative agencies involved in this case?
F. Is an award, under 28 USC 524(c)(1)(C), anticipated in this case?

Table with 2 columns: YES, NO. Rows for D, E, and F with checkboxes and instructions.

G. Recommendation of Field Office:
Estimate the percentage of the requester's participation in the investigation: 100.0000%
Recommend how the property identified in Part C above should be equitably distributed. Your signature below certifies that the information provided is complete and accurate.

Recommendation
[X] Grant [] Deny

Recommendation Type
[X] Item [] Cash/Proceeds

Recipient Agency(s)
100.0000 % McAlester Police Department

07/06/2016
Date

Richard W. Salter Jr./ASAC

II. TO BE COMPLETED BY INVESTIGATIVE BUREAU HEADQUARTERS

A. [] Recommend [X] Decide (Check One)
B. Concur with above recommendation [X] Yes [] No (If no, complete C)
C. Recommendation
[X] Grant [] Deny
Recommendation Type
[X] Item [] Cash/Proceeds

D. Award Paid \$0.00 (See I(F) above)
E. Federal Share 0.0000%

Recipient Agency(s)
100.0000 % McAlester Police Department

08/25/2016
Date

Paula Graham/Group Leader

III. TO BE COMPLETED BY UNITED STATES ATTORNEY

A. [] Recommend [] Decide (Check One)
B. Forfeiture Contested? [] Yes [] No
C. Concur with above recommendation? [] Yes [] No (If no, complete D)
D. Recommendation
[] Grant [] Deny
Recommendation Type
[] Item [] Cash/Proceeds

E. Award Paid \$ (See I(F) above)
F. Federal Share %

Recipient Agency(s)

Date

Asset ID: 16-DEA-621550

List of Other Assets Seized Attachment:

16-DEA-621550 2015 Chevrolet Silverado 1500 05/03/2016 N-1
R16-DEA-04209 2004 Chevrolet 1500 Truck 05/13/2016 N-6
R16-DEA-04214 2010 Chevrolet Silverado Truck 04/30/2016 N-5

WAIVER APPROVAL OF THE FEDERAL SHARE FORM

TO: U.S. Marshals Service, McAlester, OK
Fax Number: (918) 687-2526

FROM: Lee R. Madeam, Chief, Asset Forfeiture Section
Office of Operations Management (OMA)

SUBJ: Federal Share Waiver Approval Request

| | |
|---|-------------------------|
| Asset ID Number: 16-DEA-621550 | Case Number: K8-16-0013 |
| Property Description: 2015 Chevrolet Silverado 1500 | |

DATE: AUG 24 2016

A request for waiver of the 20% Federal Share and/or Investigative Agency expenses was received on July 27, 2016 from the McAlester Police Office and has been reviewed and processed by this office.

The approval decision taken by this office for the waiver request submitted is being provided for your office's review and handling:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DEA has waived the 20% Federal Share: \$5,665.00 |
| <input checked="" type="checkbox"/> | DEA has waived the Investigative Agency Expenses: \$0 |
| <input checked="" type="checkbox"/> | The state/local requesting agency is requesting that the U.S. Marshals Services expenses also be waived & is attached for your approval (See State/Local Waiver Request attached) |

The appropriate Consolidated Asset Tracking System data entry modifications have been completed to reflect the above expenses have been waived by the DEA.



 Lee R. Madeam, Chief of OMA

8-24-2016

 Date Signed

Cc: DEA/Dallas Asset Removal Group
 USMS/HQs
 Email address: AFD.Property@usdoj.gov

FAX TRANSMISSION

DRUG ENFORCEMENT ADMINISTRATION

600 ARMY NAVY DRIVE

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Fax: (202) 307-4490

To: Jeffrey D. Green

Date: August 29, 2016

Fax #: (214) 366-8916

Pages: 2, including cover page

From: Chawndra Morgan

Subject:

COMMENTS: Federal Share Waiver Approval Request for Asset ID#: 16-DEA-621550

U.S. DEPARTMENT OF JUSTICE

Decision Form for Transfer of Federally Forfeited Property

I. TO BE COMPLETED BY INVESTIGATIVE BUREAU FIELD OFFICE:

A. Investigative Agency Field Office: McAlester, OK Resident Office
Requesting Agency Name: McAlester Police Department
Seizure District: OKE
Name of AUSA: Rob Wallace
Address: 520 Denison Avenue
Muskogee, OK 74401
Telephone Number: 918-684-5150

B. Asset ID : 16-DEA-621550
Agency Case # : K8-16-0013
Seizure Date : 05/03/2016
Seizure Number : N-1
Judicial District : OKE

C. Description of Property Subject to Sharing: (A separate DAG-72 must be initiated for each asset requested)

Property : 2015 Chevrolet Silverado 1500
Identification Number : 3GCUKREC1FG413746
Appraised Value : \$28,325.00
Investigating Agency Expenses : \$0.00

Liens : \$0.00
AFMLS/USA Expenses : \$0.00

- D. Were other Assets seized?
E. Were other Investigative agencies involved in this case?
F. Is an award, under 28 USC 524(c)(1)(C), anticipated in this case?

Table with columns YES and NO, and rows for questions D, E, and F. Includes instructions like 'If yes, please attach a list.'

G. Recommendation of Field Office:

Estimate the percentage of the requester's participation in the investigation: 100.0000%
Recommend how the property identified in Part C above should be equitably distributed. Your signature below certifies that the information provided is complete and accurate.

Recommendation
[X] Grant [] Deny

Recommendation Type
[X] Item [] Cash/Proceeds

Recipient Agency(s)

100.0000 % McAlester Police Department
%
%

Richard W. Salter Jr./ASAC

07/06/2016
Date

II. TO BE COMPLETED BY INVESTIGATIVE BUREAU HEADQUARTERS

- A. [] Recommend [X] Decide (Check One)
B. Concur with above recommendation [X] Yes [] No (If no, complete C)

D. Award Paid \$0.00 (See I(F) above)
E. Federal Share 0.0000%

C. Recommendation
[X] Grant [] Deny

Recommendation Type
[X] Item [] Cash/Proceeds

Recipient Agency(s)

100.0000 % McAlester Police Department
%
%

Paula Graham/Group Leader

08/25/2016
Date

III. TO BE COMPLETED BY UNITED STATES ATTORNEY

- A. [] Recommend [] Decide (Check One)
B. Forfeiture Contested? [] Yes [] No
C. Concur with above recommendation? [] Yes [] No (If no, complete D)

E. Award Paid \$ (See I(F) above)
F. Federal Share %

D. Recommendation
[] Grant [] Deny

Recommendation Type
[] Item [] Cash/Proceeds

Recipient Agency(s)

%
%
%

/

Date

Asset ID: 16-DEA-621550

List of Other Assets Seized Attachment:

16-DEA-621550 2015 Chevrolet Silverado 1500 05/03/2016 N-1
R16-DEA-04209 2004 Chevrolet 1500 Truck 05/13/2016 N-6
R16-DEA-04214 2010 Chevrolet Silverado Truck 04/30/2016 N-5



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 11
Department: _____
Prepared By: _____ Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign the Federal-Aid Program Project Number HSIP-261A (064-065)TR Project Agreement (maintenance agreement) between the Oklahoma Department of Transportation and the City of McAlester for the installation of traffic signals along Carl Albert Parkway.

Recommendation

Motion to approve and authorize the Mayor to sign the agreement between the Oklahoma Department of Transportation and the City of McAlester for the installation of traffic signals along Carl Albert Parkway.

Discussion

Approved By

| | Initial | Date |
|-----------------|--------------------------------------|----------------|
| Department Head | | |
| City Manager | P. Stasiak <u><i>[Signature]</i></u> | <u>9/22/16</u> |

Oklahoma Department of Transportation Central Office ROUTING Slip

| To | Area | From | To | Area | From |
|----|--------------------------------------|------|----------------------------------|-----------------------------------|------|
| | Secretary of Transportation | | | Purchasing | |
| | ODOT's - Director | | | Rail Programs Division | |
| | Chief Engineer | | | Records Management | |
| | Director of Capital Programs | | | Registration & Permits | |
| | Director of Engineering | | | Regulatory Services | |
| | Director of Finance & Administration | | | Right-of-Way & Utilities Division | |
| | Director of Operations | | | Roadway Design Division | |
| | Beautification Office | | | Safety | |
| | Bridge Division | | | Security | |
| | Building Superintendent | | | Special Projects | |
| | Central Garage | | | Stockroom | |
| | Civil Rights Division | | | Survey Division | |
| | Communications | | | Technical Training (Annex) | |
| | Comptroller Division | | | Technology Services Division | |
| | Construction Division | | | Technology Services (Annex) | |
| | D. B. E. | | | Traffic Engineering Division | |
| | Division 4 Annex | | | Training Center | |
| | Employee Assistance Program | | | Training & Recruitment Division | |
| | Environmental Programs Division | | | Transit Programs Division | |
| | Equipment | | | Transport Branch | |
| | General Counsel | | | U. S. Dept. Trans. (FHWA) | |
| | Human Resources Division | | | Utilities | |
| | Inventory Control | | | Video Production Branch | |
| | Legal Division | | | Warehouse | |
| | Local Government Division | | | Waterways Branch - Tulsa | |
| | Mail Services | | | Other: <i>x City of McAlester</i> | |
| | Maintenance Division | | Remarks: | | |
| | Materials Division | | For/Action | | |
| | Media & Public Relations | | Your Approval | Ans. My Signature | |
| | Office Engineer Division | | Your Files | Ans. Your Signature | |
| | Operation Review & Evaluation Div. | | Your Handling | Answer Direct | |
| | Payroll | | Your Information | At Your Request | |
| | Planning & Research Division | | Your Signature | Discussion Item | |
| | Printing Services | | Advise Me | Investigate & Report | |
| | Programs Division | | Agenda | Read & Return | |
| | Project Management Division | | Distribution | Submit Report | |
| | | | From: <i>TRAFFIC Engineering</i> | | |
| | | | To: <i>CITY OF McALESTER</i> | | |
| | | | Date: <i>08/16/2016</i> | | |
| | Field Div.: 1 2 3 4 5 6 7 8 | | | | |
| | (Circle One) | | | | |

August 15, 2016

Mayor Steve Harrison
City of McAlester
PO BOX 578
McAlester, OK. 74502-0578

RE: Project No HSIP-261N(064 & 065)TR, JP #32563(04 & 05), Pittsburg County, Safety Improvements For Intersections Traffic Signals Along US-270 At US-69B/Main St., 6th St., A St., 1st ST., 3rd ST., 5th ST., Strong Blvd. & Tandy Town in the County of Washington.

Dear Mayor Harrison:

Enclosed is the maintenance agreement for the above referenced projects. At this time, we ask that you have the agreement sets (original and two (2) copies) executed by the appropriate City officials and return all three signed copies to this office. Upon receipt, we will forward them to our Chief Engineer for signature. We will then return one fully executed copy for your file.

Your cooperation in the development and implementation of this project is greatly appreciated.

Sincerely,



David Glabas, P.E.
Assistant Chief Traffic Engineer

DG:seb

Enclosures

PROJECT AGREEMENT

FOR

FEDERAL-AID PROGRAM

PROJECT NUMBER HSIP-261A(064 & 065)TR

JOB PIECE NO. 32563(04 & 05)

FOR THE INSTALLATION OF TRAFFIC SIGNALS

ALONG THE INTERSECTION OF US-270 AT US-69B/MAIN ST., 6TH ST., A ST., 1ST ST., 3RD
ST., 5TH ST., STRONG BLVD. & TANDY TOWN

IN THE CITY OF MCALESTER

PITTSBURG COUNTY

BY AND BETWEEN

THE CITY OF MCALESTER

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of McAlester, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the CITY proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of October 2016, authorizing State apportioned Federal-aid Project funds for participation in the project for multiple Traffic Signals in the City of McAlester designated as Federal-aid Project HSIP-261A(064 & 065)TR, JP# 32563(04 & 05) consisting of the actual traffic improvements as follows:

1. Installation of Traffic Signals along the intersections of US-270 at US-69B/Main St., 6th St., A St., 1st St., 3rd St., 5th St., Strong Blvd. and Tandy Town, in the City of McAlester, Pittsburg County.

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2009 and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance it will comply with Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall on the grounds of race, color, religion, sex, disability, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The CITY agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The DEPARTMENT shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water management plan (SWMP) sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT shall require the contractor to file a Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site and to develop if required a Stormwater Pollution Prevention Plan (SWPPP).
3. That prior to the DEPARTMENT's advertising for bids or otherwise authorizing work on said project, the CITY agrees to furnish without cost to the DEPARTMENT all rights-of-way needed for the construction of said project, free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.

The CITY further agrees that it shall cause the adjustment or relocation of public or private utility facilities occupying the rights-of-way for said project, provided the adjustment or relocation of same is needed to accommodate construction of the project; the CITY further agrees that it shall accomplish said utility adjustment or relocation at the sole

expense of the CITY, except in those cases in which the owner of said utility facility is required by law to assume the cost thereof.

4. The CITY agrees to acquire legal title to said rights-of-way in the name of the CITY; that all such acquisition of rights-of-way shall be carried out and evidenced by written instruments, such as deeds, written easements, condemnation orders or judgements and that the same shall be recorded in the Office of the County Clerk as provided by law. The CITY shall furnish the DEPARTMENT's Office of Land Acquisition with true and correct copies of all written right-of-way instruments and each copy of such instrument shall be certified by the County Clerk as true and correct copy thereof and shall bear the book and page number showing where the same is recorded and the exact date and time of recording thereof. The CITY shall convey to the DEPARTMENT, by deed or easement, all right-of-way acquired for a project located on the State Highway System. The CITY shall defend the title in and to all of such rights-of-way at the sole expense of the CITY; and the CITY hereby agrees to indemnify and save harmless the DEPARTMENT from any and all claims, demands, suits or causes of action, whether the same be at law or in equity, for damages or just compensation or otherwise, arising from or in any way connected with the CITY's acquisition or failure to acquire said lands, or arising from or connected with the construction of the project by the DEPARTMENT upon said lands.

5. The DEPARTMENT agrees that Federal-aid Safety Transportation Program Project Funds shall be used to provide 50% and 80% of the total estimated costs of Job Piece Nos. 32563(04) and 32563(05), respectively. The CITY agrees that local funds shall be used to provide their obligation of 50% and 20% of the total estimated costs of Job Piece Nos. 32563(04) and 32563(05), respectively, which shall be deposited with the DEPARTMENT prior to the advertisement for bids and prior to the end of the current fiscal year.

6. Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Federal Highway Administration, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary manner. It is agreed that the project herein contemplated is proposed to be financed as previously described, and that this AGREEMENT, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder is subject in all things at all times to all Federal laws, regulations, orders, approvals as may be applicable hereto.
7. The CITY and DEPARTMENT agree that final adjustments in the final cost will be made upon completion of the project.
8. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
9. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution to this AGREEMENT.
10. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
11. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all traffic signal equipment erected and installed pursuant to this agreement and all devices appurtenant thereto and of all street lighting located on the project site.
12. The CITY hereby agrees to periodically review the adequacy of the aforesaid

project to insure the safety of the traveling public and should the CITY determine that further modification or improvement be required, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY's staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.

13. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

14. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the traffic signal installation is ten (10) years old or older. If the installation is less than ten years old:
For JP No. 32563(04):

(a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 50% of the original equipment costs only, amortized for a ten (10) year service life for the traffic signal, interest ignored, and assuming straight line of depreciation.

(b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 50% of the proceeds of such sale.

For JP No. 32563(05)

- (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 80% of the original equipment costs only, amortized for a ten (10) year service life for the traffic signal, interest ignored, and assuming straight line of depreciation.
- (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 80% of the proceeds of such sale.
15. Upon completion of the aforesaid project, the CITY hereby specifically agrees that the CITY assumes any and all financial obligation for the operation of the aforesaid project.
16. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, such a failure will disqualify the CITY from future Federal-aid participation on any Federal-aid project. Federal funds are to be withheld until such time as a traffic engineering staff, satisfactory to the DEPARTMENT has been properly established and functioning, deficiencies in regulations have been corrected, or the traffic operations improvements to be installed under this Agreement are brought to a satisfactory condition of maintenance.
17. The Department agrees that the plans prepared for the construction of this project are fully compliant with the requirements of the Americans with Disabilities Act, (ADA) (29 USC 794). The Department's responsibility for the City's compliance with the ADA shall be limited to this project and other similar projects whose construction plans are furnished by the Department. Integrated compliance planning as required of recipient by 49 CFR § 27.11 for city streets and sidewalks is the exclusive responsibility of the City. Proposed improvements for state highways continued

through the corporate limits of the city may be included in the City's comprehensive compliance plans.

IN WITNESS WHEREOF, the Chief Engineer of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Chief Engineer of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

The CITY on the _____ day of _____, 2016, and the STATE on the _____ day of _____, 2016.

THE CITY OF MCALESTER

BY: _____
Mayor

APPROVED AS TO FORM AND LEGALITY

BY: _____
City Attorney

ATTEST:

Title

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

By: _____
Division Engineer

By: _____
Chief Engineer

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 12
Department: Fire Department
Prepared By: Brett Brewer Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

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

Recommendation

Motion to approve the purchase of 3 new SCBA Masks. The cost of the masks not to exceed \$3,000.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Discussion

The Fire Department would like to purchase 3 new SCBA Masks. The money to be used from the City's portion of the county quarter cent excise tax for fire services. These masks must be purchased through sole source in order to be compatible with our existing equipment.

Approved By

| | | Initial | Date |
|-----------------|------------|------------------|----------------|
| Department Head | B Brewer | BB | 09/20/2016 |
| City Manager | P. Stasiak | <i>Mal Cuddy</i> | <i>9/22/16</i> |



"Protection of Life and Property is Our Goal"

Fire & Safety Co., Inc.

Quotation

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

To: *McAlester FD*
Attn. Carol

Quotation Date: 9/19/2016
Estimated Ship Date: 30 Days ARO
Shipped Via: Best Way
F.O.B. Fire Dept.
Terms: Net 30

| Quantity | Description | Unit Price | Total |
|----------|--|------------|-------------|
| 3 | ISI - S-01-C - Small airswitch mask with red mask bag. | \$825.00 | \$ 2,475.00 |

No Shipping Charges.

Richard Payne

Richard Payne--Sales Manager

***This quotation is valid for 30 days. Thereafter it is subject to change without notice.
Thank you for your continued support of Oklahoma owned and operated businesses and the
Oklahoma economy.***

| | |
|-------------------------------|-----------|
| PITTSBURG COUNTY CLERK | 9/6/2016 |
| HOPE TRAMMELL | 2:46:05PM |

Appropriation Ledger
 Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
 Fiscal Year 2016-2017

| <u>Dist.</u> | <u>Date</u> | <u>Vendor</u> | <u>PO #</u> | <u>PO Amount</u> | <u>Adjustment</u> <u>Amount</u> | <u>Amount</u> <u>Approved</u> | <u>Paid</u> | <u>Warrant</u> <u>Number</u> | <u>Unexpended</u> | <u>Unliquidated</u> <u>Encumbrances</u> | <u>Unencumbered</u> |
|--------------|-------------|-----------------------|-------------|------------------|------------------------------------|----------------------------------|-------------|---------------------------------|-------------------|--|---------------------|
| | 7/5/2016 | CARRYOVER BALANCE | | | \$97494.37 | | | | 97,494.37 | 0.00 | 97,494.37 |
| | 8/1/2016 | MONTHLY APPROPRIATION | | | \$4629.78 | | | | 102,124.15 | 0.00 | 102,124.15 |
| | 8/23/2016 | PENGUIN MANAGEMENT IN | 001745 | \$211.71 | | | | | 102,124.15 | 211.71 | 101,912.44 |
| | 8/23/2016 | Range Totals: | | \$211.71 | \$0.00 | \$0.00 | | | | | 768,093 |

$$\begin{array}{r} \$109,593.37 \\ - 870.00 \\ \hline \$108,723.37 \end{array}$$

Year Total: \$211.71 \$0.00 \$0.00 \$102,124.15 \$211.71 \$101,912.44

* Paid column reflects the date on which the warrant was cancelled or void.

| | |
|-------------------------------|-----------|
| PITTSBURG COUNTY CLERK | 9/6/2016 |
| HOPE TRAMMELL | 2:44:56PM |

Appropriation Ledger
Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
Fiscal Year 2015-2016

| <u>Dist.</u> | <u>Date</u> | <u>Vendor</u> | <u>PO #</u> | <u>PO Amount</u> | <u>Adjustment</u> <u>Amount</u> | <u>Amount</u> <u>Approved</u> | <u>Paid</u> | <u>Warrant</u> <u>Number</u> | <u>Unexpended</u> | <u>Unliquidated</u> <u>Encumbrances</u> | <u>Unencumbered</u> |
|--------------|-------------|-----------------------|-------------|--------------------|------------------------------------|----------------------------------|-------------|---------------------------------|-------------------|--|---------------------|
| | 3/30/2016 | PENGUIN MANAGEMENT IN | 007811 | \$228.78 | | | | | 82,381.47 | 5,604.88 | 76,776.59 |
| | 4/4/2016 | MONTHLY APPROPRIATION | | | \$5610.07 | | MARCH 2016 | | 87,991.54 | 5,604.88 | 82,386.66 |
| | 4/11/2016 | MOTOROLA SOLUTIONS | 006388 | | | \$777.60 | 4/26/2016 | 001112 | 87,213.94 | 4,827.28 | 82,386.66 |
| | 4/18/2016 | PENGUIN MANAGEMENT IN | 007811 | | | \$228.78 | 4/29/2016 | 001161 | 86,985.16 | 4,598.50 | 82,386.66 |
| | 4/25/2016 | OK FIRE | 007140 | | \$-365.50 | | | | 86,985.16 | 4,233.00 | 82,752.16 |
| | 4/25/2016 | OK FIRE | 007140 | | | \$4,233.00 | 5/5/2016 | 001202 | 82,752.16 | 0.00 | 82,752.16 |
| | 5/2/2016 | MONTHLY APPROPRIATION | | | \$5206.35 | | APRIL 2016 | | 87,958.51 | 0.00 | 87,958.51 |
| | 6/6/2016 | MONTHLY APPROPRIATION | | | \$4771.27 | | MAY 2016 | | 92,729.78 | 0.00 | 92,729.78 |
| | 6/6/2016 | Range Totals: | | \$22,440.92 | \$-2,419.50 | \$20,021.42 | | | | | |

Year Total: \$22,440.92 \$-2,419.50 \$20,021.42 \$92,729.78 \$0.00 \$92,729.78

* Paid column reflects the date on which the warrant was cancelled or void.

PITTSBURG COUNTY CLERK 9/6/2016
HOPE TRAMMELL 2:44:56PM

Appropriation Ledger
 Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
 Fiscal Year 2015-2016

| <u>Dist.</u> | <u>Date</u> | <u>Vendor</u> | <u>PO #</u> | <u>PO Amount</u> | <u>Adjustment</u> <u>Amount</u> | <u>Amount</u> <u>Approved</u> | <u>Paid</u> | <u>Warrant</u> <u>Number</u> | <u>Unexpended</u> | <u>Unliquidated</u> <u>Encumbrances</u> | <u>Unencumbered</u> |
|--------------|--------------------|-----------------------|-------------|------------------|------------------------------------|----------------------------------|-------------|---------------------------------|-------------------|--|---------------------|
| | 7/6/2015 | CARRYOVER BALANCE | | | \$74776.77 | | | | 74,776.77 | 0.00 | 74,776.77 |
| | 7/30/2015 | VICARS FURNITURE | 000867 | \$6,000.00 | | | | | 74,776.77 | 6,000.00 | 68,776.77 |
| | 8/3/2015 | MONTHLY APPROPRIATION | | | \$5180.54 | JULY 2015 | | | 79,957.31 | 6,000.00 | 73,957.31 |
| | 8/10/2015 | TRANSFER | | | \$1726.20 | TRANSFER FROM FD-GNCRK-2 | | | 81,683.51 | 6,000.00 | 75,683.51 |
| | 8/17/2015 | TECH RESQ | 001399 | \$3,800.00 | | | | | 81,683.51 | 9,800.00 | 71,883.51 |
| | 8/27/2015 | THE FIRE STORE | 001694 | \$1,478.94 | | | | | 81,683.51 | 11,278.94 | 70,404.57 |
| | 9/8/2015 | MONTHLY APPROPRIATION | | | \$5403.75 | AUGUST 2015 | | | 87,087.26 | 11,278.94 | 75,808.32 |
| | 9/14/2015 | VICARS FURNITURE | 000867 | | | \$6,000.00 | 9/24/2015 | 000261 | 81,087.26 | 5,278.94 | 75,808.32 |
| | 9/21/2015 | WEDDLE SIGNS | 002373 | \$1,212.00 | | | | | 81,087.26 | 6,490.94 | 74,596.32 |
| | 9/21/2015 | MUSKOGEE COMMUNICATI | 002374 | \$3,945.10 | | | | | 81,087.26 | 10,436.04 | 70,651.22 |
| | 9/21/2015 | DEFRANGE AUTO | 002377 | \$400.00 | | | | | 81,087.26 | 10,836.04 | 70,251.22 |
| | 9/21/2015 | TECH RESQ | 001399 | | \$-2045.00 | | | | 81,087.26 | 8,791.04 | 72,296.22 |
| | 9/21/2015 | TECH RESQ | 001399 | | | \$1,755.00 | 10/5/2015 | 000279 | 79,332.26 | 7,036.04 | 72,296.22 |
| | 9/28/2015 | TRANSFER | | | \$-10000.00 | TRANSFER TO FD-MCAL-3 | | | 69,332.26 | 7,036.04 | 62,296.22 |
| | 10/5/2015 | MONTHLY APPROPRIATION | | | \$4613.33 | SEPTEMBER 2015 | | | 73,945.59 | 7,036.04 | 66,909.55 |
| | 10/26/2015 | THE FIRE STORE | 001694 | | | \$1,478.94 | 11/5/2015 | 000409 | 72,466.65 | 5,557.10 | 66,909.55 |
| | 11/2/2015 | MONTHLY APPROPRIATION | | | \$5508.47 | OCTBOER 2015 | | | 77,975.12 | 5,557.10 | 72,418.02 |
| | 11/16/2015 | WEDDLE SIGNS | 002373 | | | \$1,212.00 | 11/30/2015 | 000490 | 76,763.12 | 4,345.10 | 72,418.02 |
| | 11/16/2015 | DEFRANGE AUTO | 002377 | | | \$400.00 | 11/30/2015 | 000491 | 76,363.12 | 3,945.10 | 72,418.02 |
| | 12/7/2015 | MONTHLY APPROPRIATION | | | \$5005.47 | NOVEMBER 2015 | | | 81,368.59 | 3,945.10 | 77,423.49 |
| | 1/4/2016 | MONTHLY APPROPRIATION | | | \$4534.92 | DECEMBER 2015 | | | 85,903.51 | 3,945.10 | 81,958.41 |
| | 2/1/2016 | MONTHLY APPROPRIATION | | | \$5432.06 | JANUARY 2016 | | | 91,335.57 | 3,945.10 | 87,390.47 |
| | 2/11/2016 | MOTOROLA SOLUTIONS | 006388 | \$777.60 | | | | | 91,335.57 | 4,722.70 | 86,612.87 |
| | 2/16/2016 | MUSKOGEE COMMUNICATI | 002374 | | \$-9.00 | | | | 91,335.57 | 4,713.70 | 86,621.87 |
| | 2/16/2016 | MUSKOGEE COMMUNICATI | 002374 | | | \$3,936.10 | 3/17/2016 | 000843 | 87,399.47 | 777.60 | 86,621.87 |
| | 3/7/2016 | MONTHLY APPROPRIATION | | | \$4982.00 | FEBRUARY 2016 | | | 92,381.47 | 777.60 | 91,603.87 |
| | 3/7/2016 | TRANSFER | | | \$-10000.00 | TRANSFER TO FD-MCAL-3 | | | 82,381.47 | 777.60 | 81,603.87 |
| | 3/9/2016 | OK FIRE | 007140 | \$4,598.50 | | | | | 82,381.47 | 5,376.10 | 77,005.37 |
| | Year Total: | | | \$22,212.14 | \$-2,054.00 | \$14,782.04 | | | \$82,381.47 | \$5,376.10 | \$77,005.37 |

* Paid column reflects the date on which the warrant was cancelled or void.

| | |
|-------------------------------|-----------|
| PITTSBURG COUNTY CLERK | 9/6/2016 |
| HOPE TRAMMELL | 2:46:23PM |

Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY
 Fiscal Year 2016-2017

| <u>Dist.</u> | <u>Date</u> | <u>Vendor</u> | <u>PO #</u> | <u>PO Amount</u> | <u>Adjustment</u> <u>Amount</u> | <u>Amount</u> <u>Approved</u> | <u>Paid</u> | <u>Warrant</u> <u>Number</u> | <u>Unexpended</u> | <u>Unliquidated</u> <u>Encumbrances</u> | <u>Unencumbered</u> |
|--------------|-------------|----------------------|-------------|-------------------|------------------------------------|----------------------------------|-------------|---------------------------------|-------------------|--|---------------------|
| | 7/5/2016 | CARRYOVER BALANCE | | | \$12630.93 | CARRYOVER FROM 2015-2016 | | | 12,630.93 | 0.00 | 12,630.93 |
| | 7/14/2016 | CHIEF FIRE & SAFETY | 000499 | \$4,950.00 | | | | | 12,630.93 | 4,950.00 | 7,680.93 |
| | 7/14/2016 | Range Totals: | | \$4,950.00 | \$0.00 | \$0.00 | | | | | |

Year Total: \$4,950.00 \$0.00 \$0.00 \$12,630.93 \$4,950.00 \$7,680.93

* Paid column reflects the date on which the warrant was cancelled or void.

| | |
|-------------------------------|-----------|
| PITTSBURG COUNTY CLERK | 9/6/2016 |
| HOPE TRAMMELL | 2:45:23PM |

Appropriation Ledger
Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY
Fiscal Year 2015-2016

| <u>Dist.</u> | <u>Date</u> | <u>Vendor</u> | <u>PO #</u> | <u>PO Amount</u> | <u>Adjustment</u> <u>Amount</u> | <u>Amount</u> <u>Approved</u> | <u>Paid</u> | <u>Warrant</u> <u>Number</u> | <u>Unexpended</u> | <u>Unliquidated</u> <u>Encumbrances</u> | <u>Unencumbered</u> |
|--------------|-------------|----------------------|-------------|--------------------|------------------------------------|----------------------------------|-------------|---------------------------------|-------------------|--|---------------------|
| | 7/6/2015 | CARRYOVER BALANCE | | | \$8369.23 | | | | 8,369.23 | 0.00 | 8,369.23 |
| | 9/21/2015 | MUSKOGEE COMMUNICATI | 002375 | \$1,268.00 | | | | | 8,369.23 | 1,268.00 | 7,101.23 |
| | 9/21/2015 | DEFRANGE AUTO | 002376 | \$2,125.00 | | | | | 8,369.23 | 3,393.00 | 4,976.23 |
| | 9/28/2015 | TRANSFER | | | \$10000.00 | | | | 18,369.23 | 3,393.00 | 14,976.23 |
| | 10/2/2015 | CHIEF FIRE & SAFETY | 002763 | \$5,835.00 | | | | | 18,369.23 | 9,228.00 | 9,141.23 |
| | 11/16/2015 | DEFRANGE AUTO | 002376 | | | \$2,125.00 | 11/30/2015 | 000492 | 16,244.23 | 7,103.00 | 9,141.23 |
| | 11/23/2015 | CHIEF FIRE & SAFETY | 002763 | | \$-20.00 | | | | 16,244.23 | 7,083.00 | 9,161.23 |
| | 11/23/2015 | CHIEF FIRE & SAFETY | 002763 | | | \$5,815.00 | 12/2/2015 | 000522 | 10,429.23 | 1,268.00 | 9,161.23 |
| | 2/1/2016 | RESCUE RESPONSE GEAR | 006018 | \$5,565.30 | | | | | 10,429.23 | 6,833.30 | 3,595.93 |
| | 2/11/2016 | CHIEF FIRE & SAFETY | 006387 | \$845.00 | | | | | 10,429.23 | 7,678.30 | 2,750.93 |
| | 3/7/2016 | TRANSFER | | | \$10000.00 | | | | 20,429.23 | 7,678.30 | 12,750.93 |
| | 3/7/2016 | MUSKOGEE COMMUNICATI | 002375 | | | \$1,268.00 | 3/23/2016 | 000941 | 19,161.23 | 6,410.30 | 12,750.93 |
| | 4/11/2016 | RESCUE RESPONSE GEAR | 006018 | | \$100.00 | | | | 19,161.23 | 6,510.30 | 12,650.93 |
| | 4/11/2016 | CHIEF FIRE & SAFETY | 006387 | | \$20.00 | | | | 19,161.23 | 6,530.30 | 12,630.93 |
| | 4/11/2016 | RESCUE RESPONSE GEAR | 006018 | | | \$5,665.30 | 4/29/2016 | 001113 | 13,495.93 | 865.00 | 12,630.93 |
| | 4/11/2016 | CHIEF FIRE & SAFETY | 006387 | | | \$865.00 | 4/25/2016 | 001114 | 12,630.93 | 0.00 | 12,630.93 |
| | 4/11/2016 | Range Totals: | | \$15,638.30 | \$100.00 | \$15,738.30 | | | | | |

Year Total: \$15,638.30 \$100.00 \$15,738.30 \$12,630.93 \$0.00 \$12,630.93

* Paid column reflects the date on which the warrant was cancelled or void.



McAlester City Council

AGENDA REPORT

Meeting Date: September 27, 2016 Item Number: 13
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: September 20, 2016 Budgeted Amount: _____
Exhibits: _____

Subject

Discussion and update on Financials.

Recommendation

Discussion.

Discussion

Discussion on City of McAlester's Financials as of August 31, 2016.

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

P. Stasiak

9/22/16

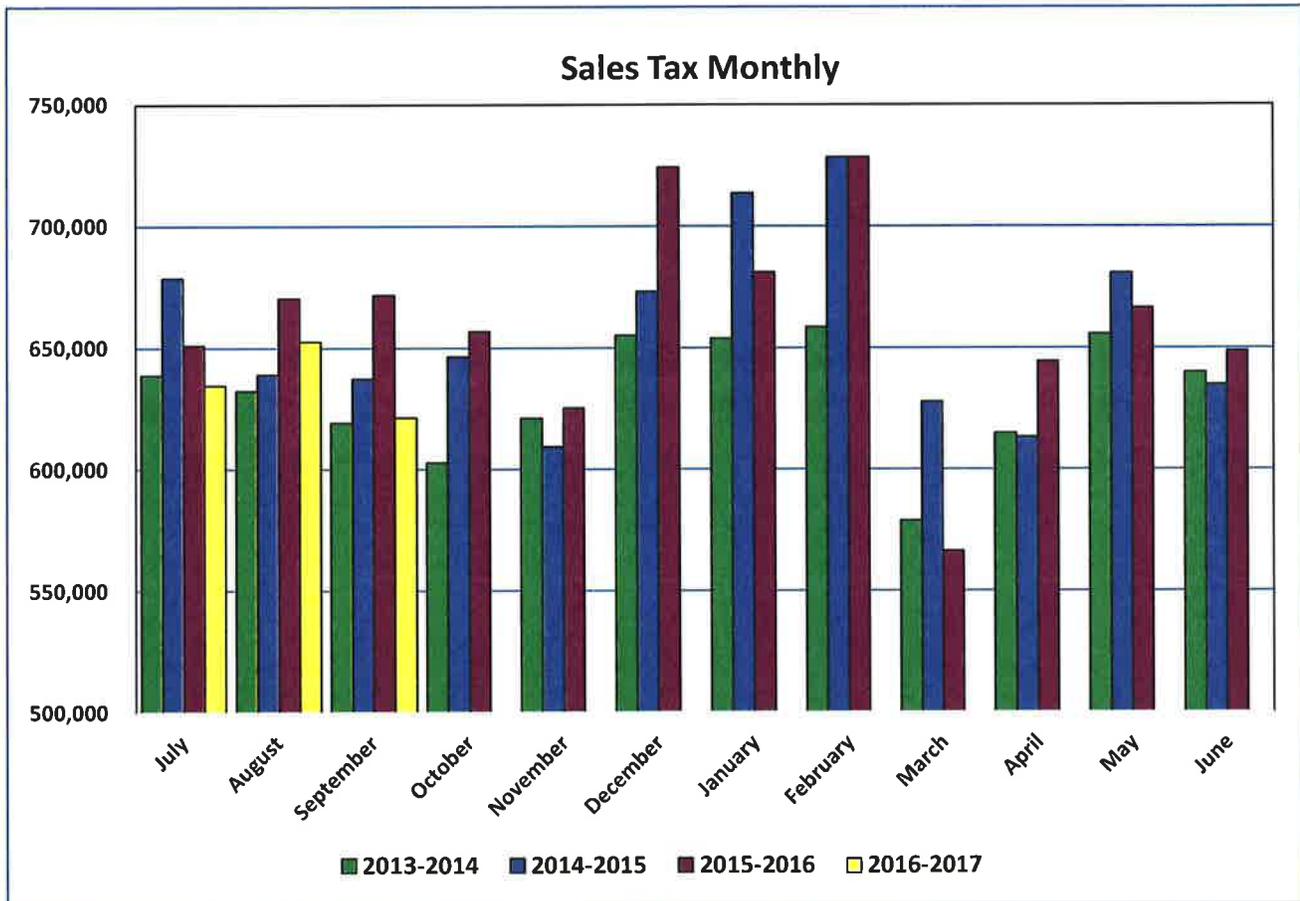
City of McAlester
 Financial Summary as of August 31, 2016
 Percentage of year complete: 16.67%

| GENERAL FUND AT A GLANCE | | | | |
|---|----------------------------|---------------------------|---------------------|------------------------|
| | <u>ORIGINAL BUDGET</u> | <u>AMENDED BUDGET</u> | <u>ACTUAL</u> | <u>% OF BUDGET</u> |
| BEGINNING FUND BALANCE (estimated) | \$ 1,012,998 | \$ 1,012,998 | \$ 1,012,998 | |
| REVENUES | 12,604,430 | 12,604,430 | 2,093,224 | 16.61% |
| EXPENDITURES | (13,694,882) | (13,694,882) | (2,304,904) | 16.83% |
| REVENUES OVER (UNDER) EXPENDITURES | \$ (1,090,452) | \$ (1,090,452) | \$ (211,680) | |
| TRANSFERS IN | \$ 1,907,147 | \$ 1,907,147 | \$ 317,858 | 16.67% |
| TRANSFERS OUT | (816,695) | (816,695) | (136,116) | 16.67% |
| NET TRANSFERS | \$ 1,090,452 | \$ 1,090,452 | \$ 181,742 | |
| INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE | \$ - | \$ - | \$ (29,938) | |
| ENDING CARRYOVER BALANCE | \$ 1,012,998 | \$ 1,012,998 | \$ 983,060 | |

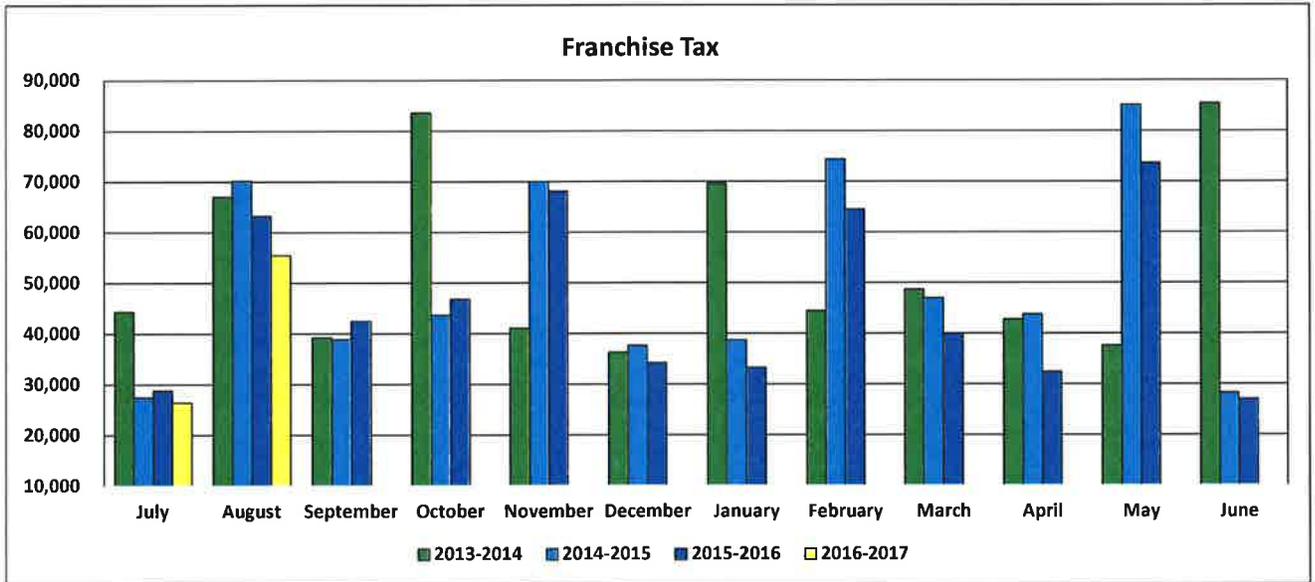
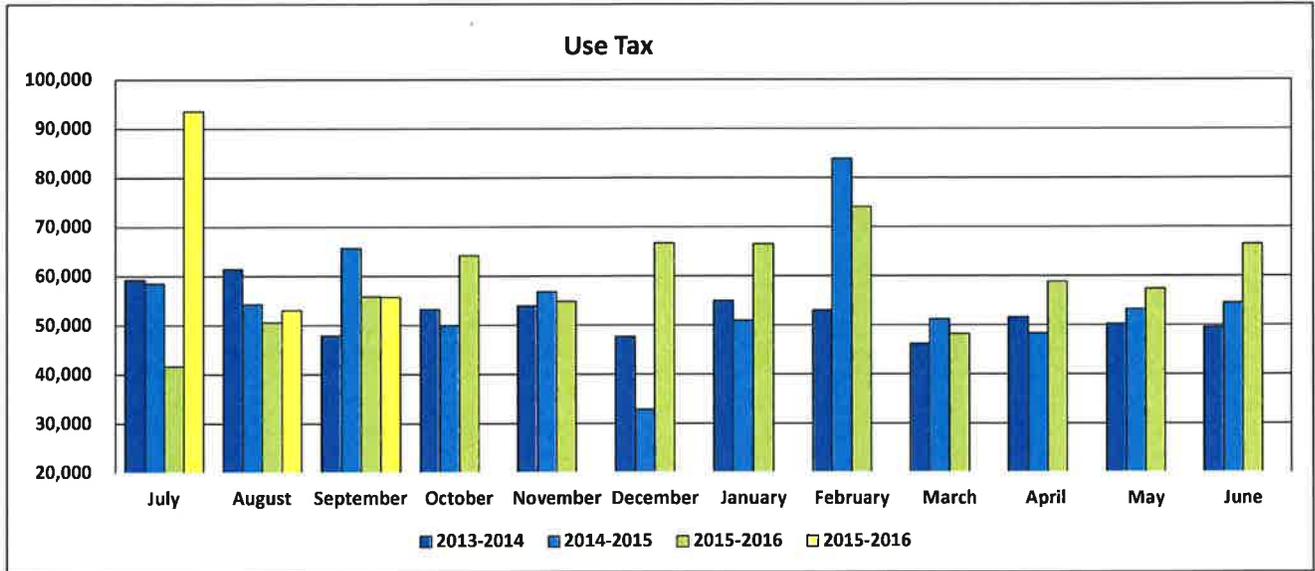
| MPWA FUND AT A GLANCE | | | | |
|---|----------------------------|---------------------------|---------------------|------------------------|
| | <u>ORIGINAL BUDGET</u> | <u>CURRENT BUDGET</u> | <u>ACTUAL</u> | <u>% OF BUDGET</u> |
| BEGINNING FUND BALANCE (estimated) | \$ 810,873 | \$ 810,873 | \$ 810,873 | |
| REVENUES | 8,752,134 | 8,752,134 | 1,595,274 | 18.23% |
| EXPENDITURES | (6,832,487) | (6,832,487) | (766,185) | 11.21% |
| REVENUES OVER (UNDER) EXPENDITURES | \$ 1,919,647 | \$ 1,919,647 | \$ 829,089 | |
| TRANSFERS IN | \$ - | \$ - | \$ - | |
| TRANSFERS OUT | (2,162,101) | (2,162,101) | (317,858) | 14.70% |
| INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE | \$ (242,454) | \$ (242,454) | \$ 511,231 | |
| ENDING CARRYOVER BALANCE | \$ 568,419 | \$ 568,419 | \$ 1,322,104 | |

GENERAL FUND - SALES TAX REVENUE

| Month | Year - to - Date Comparison | | | |
|-----------|-----------------------------|------------------|------------------|------------------|
| | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
| July | 638,883 | 678,826 | 651,128 | 634,582 |
| August | 632,369 | 639,149 | 670,479 | 652,685 |
| September | 619,254 | 637,490 | 671,817 | 621,415 |
| October | 602,907 | 646,480 | 656,874 | |
| November | 621,063 | 609,468 | 625,417 | |
| December | 655,147 | 673,245 | 724,299 | |
| January | 653,898 | 713,781 | 681,093 | |
| February | 658,527 | 728,463 | 728,461 | |
| March | 578,831 | 627,860 | 566,427 | |
| April | 614,862 | 613,352 | 644,363 | |
| May | 655,718 | 680,791 | 666,458 | |
| June | 639,904 | 634,765 | 648,722 | - |
| | <u>7,571,363</u> | <u>7,883,669</u> | <u>7,935,538</u> | <u>1,908,682</u> |



GENERAL FUND REVENUES

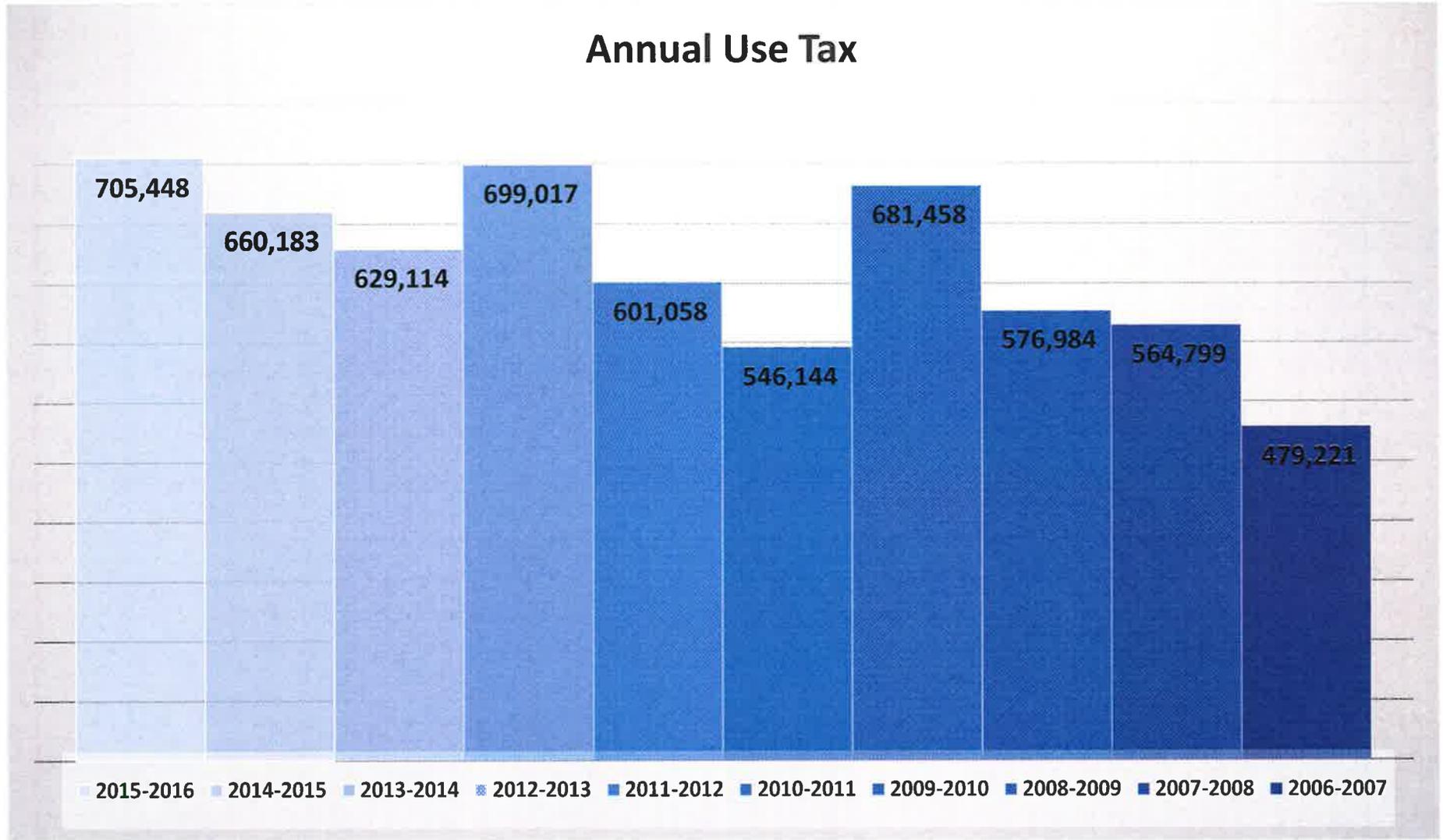


| FRANCHISE TAX | | | | |
|----------------------|------------------|------------------|------------------|------------------|
| | <u>2013-2014</u> | <u>2014-2015</u> | <u>2015-2016</u> | <u>2016-2017</u> |
| July | 44,345 | 27,478 | 28,825 | 26,438 |
| August | 67,072 | 70,182 | 63,298 | 46,109 |
| September | 39,314 | 38,916 | 42,497 | |
| October | 83,603 | 43,711 | 46,823 | |
| November | 41,136 | 70,015 | 68,092 | |
| December | 36,302 | 37,603 | 34,206 | |
| January | 69,630 | 38,700 | 33,295 | |
| February | 44,532 | 74,408 | 64,514 | |
| March | 48,713 | 47,002 | 40,023 | |
| April | 42,778 | 43,782 | 32,446 | |
| May | 37,629 | 85,132 | 73,653 | |
| June | 85,452 | 28,264 | 27,030 | 72,547 |
| | 640,506 | 605,192 | 554,703 | 72,547 |

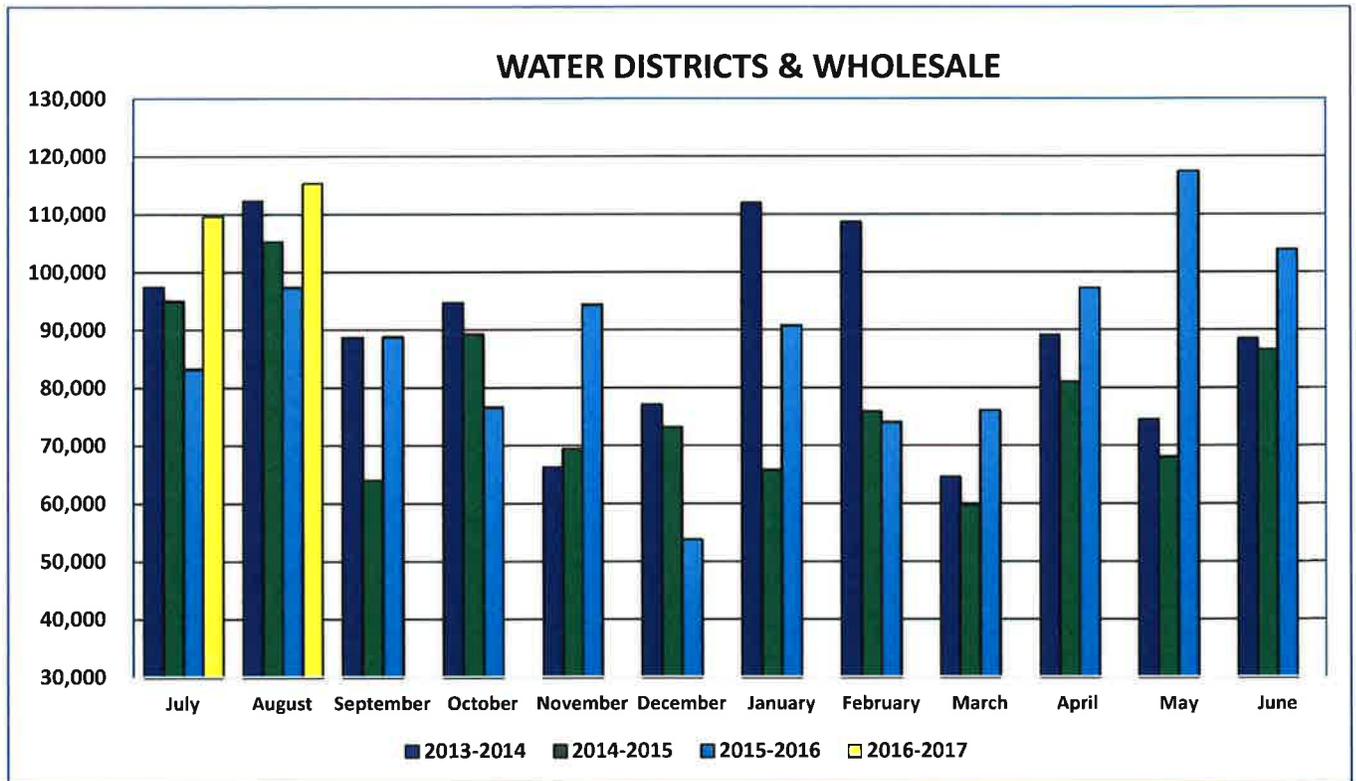
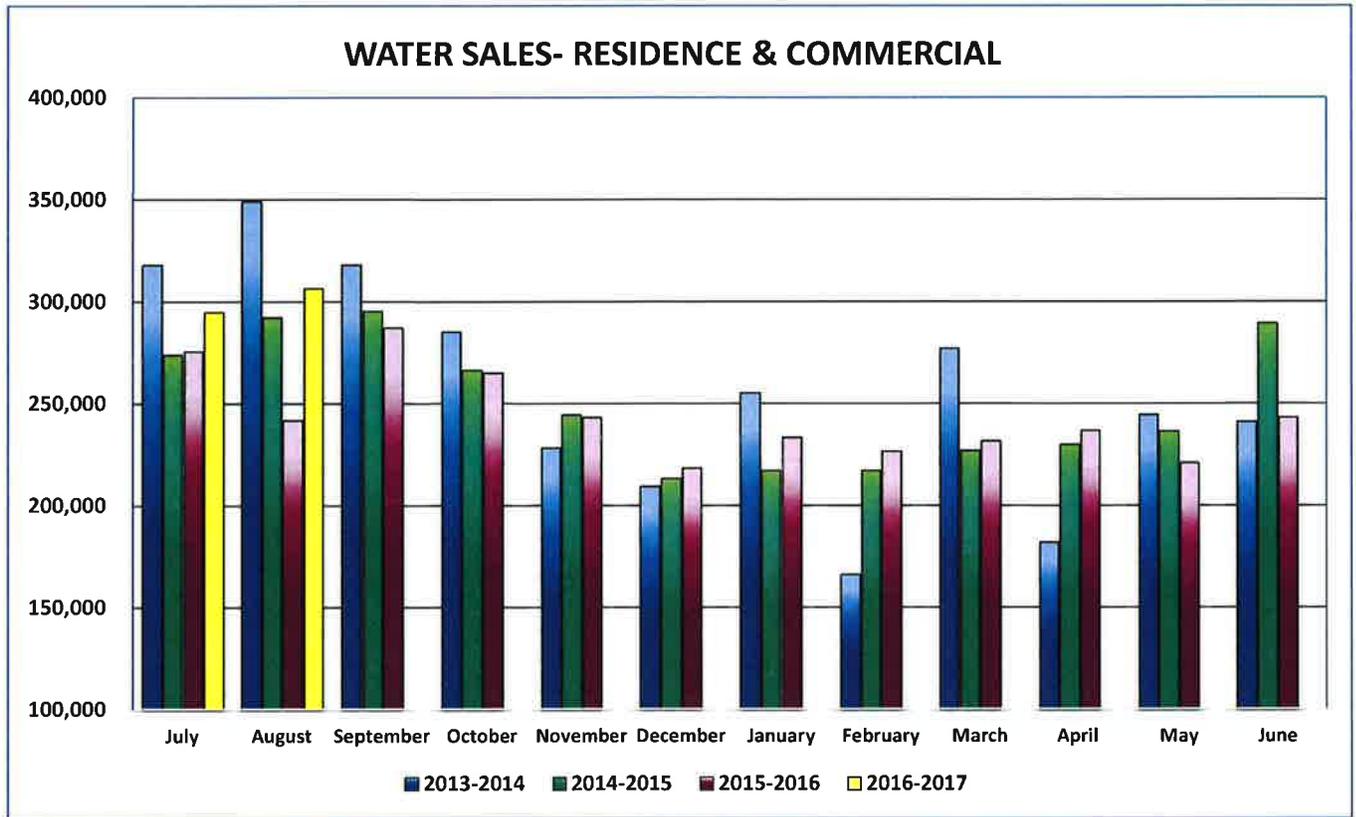
| USE TAX | | | | |
|----------------|------------------|------------------|------------------|------------------|
| | <u>2013-2014</u> | <u>2014-2015</u> | <u>2015-2016</u> | <u>2016-2017</u> |
| July | 59,313 | 58,513 | 41,616 | 93,558 |
| August | 61,443 | 54,249 | 50,528 | 53,079 |
| September | 47,849 | 65,698 | 55,845 | 55,740 |
| October | 53,232 | 49,936 | 64,231 | |
| November | 53,959 | 56,840 | 54,870 | |
| December | 47,665 | 32,844 | 66,743 | |
| January | 54,984 | 50,932 | 66,517 | |
| February | 53,026 | 83,901 | 74,096 | |
| March | 46,178 | 51,167 | 48,228 | |
| April | 51,593 | 48,362 | 58,857 | |
| May | 50,255 | 53,266 | 57,400 | |
| June | 49,619 | 54,575 | 66,519 | |
| | 629,114 | 660,283 | 705,448 | 202,377 |

City of McAlester

Annual Use Tax



MPWA REVENUES - August 2016



The McAlester Airport Authority met in Regular session on Tuesday September 13, 2016, at 6:00 P.M. after proper notice and agenda was posted September 9, 2016.

Present: Weldon Smith, Travis Reed, Robert Karr, Buddy Garvin, Cully Stevens & John Browne
Absent: Jason Barnett
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 23, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 6, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount of \$9,556.03.
- Confirm action taken on City Council Agenda Item K, the McAlester Airport Authority renewing First National Bank Loan #119817 in the amount of \$143,978.16 for an additional 2 years at 4.25% interest with a monthly payment of \$5,000.00. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, a presentation of Financial Reporting Under GSB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2016 and adoption of a resolution amending actuarial assumption from 30 years to 20 years. *(Bruce Nordstrom, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)*
- Confirm action taken on City Council Agenda Item 7, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 8, acceptance of Federal Aviation Grant #3-40-0057-014-2016 for the replacement of the Rotating Beacon at the McAlester Regional Airport. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, acceptance of the bid from Electric Power Solutions for the Installation of the New Rotating Beacon and authorizing the Mayor to sign all documents required for this project. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 15, a list of significant changes to the City of McAlester Code of Ordinances recommended by MuniCode during the required recodification. Final draft to be included. *(Cora Middleton, City Clerk)*

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

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

NAY: None

Chairman Browne declared the motion carried.

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

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

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

NAY: None

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

The McAlester Public Works Authority met in Regular session on Tuesday September 13, 2016, at 6:00 P.M. after proper notice and agenda was posted September 9, 2016.

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

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

- Approval of the Minutes from the August 23, 2016, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 6, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount of \$174,019.63.
- Confirm action taken on City Council Agenda Item C, authorization of payment to HD Supply Waterworks, Invoice F980605, in the amount of \$ 2,100.00, for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to HD Supply Waterworks, Invoice F954699, in the amount of \$ 126.00, for water line items related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item E, authorization of payment to KATCON, Inc., Invoice Payment #2, in the amount of \$ 88,685.11, for Construction Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, authorization of payment to GC Rental & Sales, Invoice 42095, in the amount of \$ 4,000.00, for equipment rental for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item G, authorization of payment to HD Supply Waterworks, Invoice F990852, in the amount of \$ 133.28 for water line items

related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item H, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-02, in the amount of \$ 8,860.00 for Professional Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 1, a presentation of Financial Reporting Under GSB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2016 and adoption of a resolution amending actuarial assumption from 30 years to 20 years. *(Bruce Nordstrom, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Article IX, Section 18-378 (now Section 18-533) of the McAlester Building and Building Regulations City Code; Providing the effective date; Providing for severability. *(William J. Ervin, City Attorney)*
- Confirm action taken on City Council Agenda Item 3, a request from the property owner for a 180 day extension of Special Remodel Permit No. 16050 for the condemned property at 1516 Park Drive. *(Leroy Alsup, Community & Economic Development Director)*
- Confirm action taken on City Council Agenda Item 6, a presentation and discussion on a Residuals Handling Program. *(Dale Burke, Robert Vaughan, Infrastructure Solutions Group, LLC)*
- Confirm action taken on City Council Agenda Item 7, an Ordinance amending Ordinance No. 2568 which established the budget for fiscal year 2016-17; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 10, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 3 for the contract with L&L Construction, Inc. for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant and accept the project as completed. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, authorizing the Mayor to sign a Professional Services Agreement with Meshek & Associates, PLC for Phase II Stormwater Management Program Assistance for the City of McAlester to meet Oklahoma Department of Environmental Quality (ODEQ) requirements and EPA's National Pollutant Discharge elimination System (NPDES). *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 15, a list of significant changes to the City of McAlester Code of Ordinances recommended by MuniCode during the required recodification. Final draft to be included. *(Cora Middleton, City Clerk)*

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

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

NAY: None

Chairman Browne declared the motion carried.

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

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

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 23, 2016

The McAlester Retirement Trust Authority met in Regular session on Tuesday, August 23, 2016, at 6:00 P.M. after proper notice and agenda was posted August 19, 2016.

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

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

- Approval of the Minutes from the July 26, 2016 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of August, 2016. (*Toni Ervin, CFO*) in the amount of \$86,020.68.

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

AYE: Trustees Smith, Barnett, Garvin, Karr, & 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. Garvin. The vote was taken as follows:

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary