



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, October 25, 2016 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the October 11, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for October 5, 2016 through October 18, 2016. *(Toni Ervin, Chief Financial Officer)*
- C. **TABLED FROM THE OCTOBER 11TH MEETING;** Consider and act upon, authorization of payment to Old Town Association, Invoice 536909, in the amount of \$5,443.75 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, to concur with the Mayor's appointment of Mr. Steve Harrison, 37 Georgetown Circle, McAlester, 74501 to the McAlester Library Advisory Board for a term beginning October 26, 2016 and ending December 31, 2020. *(John Browne, Mayor)*
- E. Consider and act upon, to concur with the Mayor's appointment of Ms. Mozelle Proctor, 308 Eagle Bend, McAlester, 74501 to the McAlester Library Advisory Board for a term beginning January 1, 2017 and ending December 31, 2021. *(John Browne, Mayor)*

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 UTILITY LINES WITHIN THE CITY OF McALESTER, OKLAHOMA; AMENDING McALESTER CITY CODE CHAPTER 106, UTILITIES, ARTICLE II,

SECTION 106-46, DEFINITIONS; SECTION 106-47, MINIMUM BURIAL DEPTH; SECTION 106-48, VARIANCES; SECTION 106-49, RESTORATION OF PROPERTY; AND, SECTION 106-50, COSTS AND EXPENSES, REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

CONSIDER AND ACT UPON AN ORDINANCE TO AMEND AND ADOPT SECTIONS 22-96 AND 22-98. TO BE ADDED TO CHAPTER 22, BUSINESSES, ARTICLE IV, PEDDLERS AND SOLICITORS, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

CONSIDER AND ACT UPON AN ORDINANCE AMENDING CHAPTER 48, FEES, CHARGES AND SERVICE RATES, ARTICLE II, LICENSES GENERALLY, FORMERLY LOCATED IN CHAPTER 22, BUSINESSES, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA, TO AMEND THE FEE SCHEDULE, AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Presentation of the McAlester Regional Health Center Audit for Fiscal Year 2016. *(David Keith, CEO, Darryl Linnington, CFO, McAlester Regional Health Center)*

Executive Summary
Presentation.

2. 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.

3. Consider and act upon, an Ordinance establishing the regulation of utility lines burial depths within the City of McAlester. *(Peter Stasiak, City Manager)*

Executive Summary
Motion to approve an Ordinance establishing the regulation of utility lines burial depths within the City of McAlester.

4. Consider and act upon, an Ordinance establishing no Solicitor's Permit requirement for charitable contributions, compulsory background check for a Solicitor Permit, and establishing a Peddler or Solicitor to require an invitation to enter a posted premises. *(Toni Ervin, Chief Financial Officer, Gary Wansick, Chief of Police)*

Executive Summary

Motion to approve the Ordinance establishing no Solicitor's Permit requirement for charitable contributions, compulsory background check for a Solicitor Permit, and establishing a Peddler or Solicitor to require an invitation to enter a posted premises.

5. Consider and act upon, an Ordinance to adopt the fee schedule for Peddler and Solicitor permits and add a fee for conducting background checks for Peddler and Solicitor permits. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the Ordinance amending the fee schedule for Peddler and Solicitor permits and add a fee for conducting background checks for Peddler and Solicitor permits.

6. Consider and act upon, to authorize the Mayor to accept and sign State Contract #0-3703 for a period of one year for the supplies, pavement marking and striping services of city streets pursuant to Section 2-275 of the McAlester City Code. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends authorization of the Mayor to accept and sign State Contract #0-3703 for the supplies, marking, and striping of city streets per the attached list.

7. Consider and act upon, authorizing the Mayor to sign ACC Business Agreement for managed Internet Service for ISP, 10 mbps Fiber, Southeast Expo Center. *(James Stanford, Computer Technical Support, Joe Breeden, BIZTEL)*

Executive Summary

Motion to approve the ACC Business Agreement for managed Internet service.

8. Consider and act upon, authorizing the Mayor to sign ACC Business Agreement for managed Internet server for ISP, 50 mbps Fiber, City Hall. *(James Stanford, Computer Technical Support, Joe Breeden, BIZTEL)*

Executive Summary

Motion to approve the ACC Business Agreement for managed Internet service.

9. Consider and act upon, accepting Change Order No. 2 from Katcon, Inc. for thirty-three (33) weather days only on the Washington Ave. Street Reconstruction Project. There is no increase or decrease in the contract price. *(Dale Burke, Infrastructure Solutions Group, LLC)*

Executive Summary

The recommendation is to accept this Change Order from Katcon, Inc. for thirty-three (33) weather days. There is no increase or decrease in the contract price.

10. Consider and act upon, a resolution authorizing the creation of a Full Time Position of Residual Handling Operator in the Waste Water Division and placed on the Non Uniform Pay plan on pay grade 117 for the FY 2016-2017. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve resolution for the Full Time Position for the Residual Handling Operator.

- 11. Consider and act upon, a resolution authorizing the creation of a Full Time Position of Groundskeeper in the Recreation Division and placed on the Non Uniform Pay plan on pay grade 112 for the FY 2016-2017. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve resolution for the Full Time Position of Groundskeeper.

- 12. 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 October 11, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending October 18, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, 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 3, an Ordinance establishing the regulation of utility lines burial depths within the City of McAlester. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, a resolution authorizing the creation of a Full Time Position of Groundskeeper in the Recreation Division and placed on the Non Uniform Pay plan on pay grade 112 for the FY 2016-2017. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 11, 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 October 18, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, 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 3, an Ordinance establishing the regulation of utility lines burial depths within the City of McAlester. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, authorization for the Mayor to accept and sign State Contract #0-3703 for a period of one year for the supplies, pavement marking and striping services of city streets pursuant to Section 2-275 of the McAlester City Code. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign ACC Business Agreement for managed Internet server for ISP, 50 mbps Fiber, City Hall. *(James Stanford, Computer Technical Support, Joe Breeden, BIZTEL)*
- Confirm action taken on City Council Agenda Item 9, acceptance of Change Order No. 2 from Katcon, Inc. for thirty-three (33) weather days only on the Washington Ave. Street Reconstruction Project. There is no increase or decrease in the contract price. *(Dale Burke, Infrastructure Solutions Group, LLC)*

- Confirm action taken on City Council Agenda Item 10, a resolution authorizing the creation of a Full Time Position of Residual Handling Operator in the Waste Water Division and placed on the Non Uniform Pay plan on pay grade 117 for the FY 2016-2017. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the September 27, 2016 Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of October, 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
October 11, 2016

The McAlester City Council met in a Regular session on Tuesday, October 11, 2016, at 6:00 P.M. after proper notice and agenda was posted, October 6, 2016 at 11:30 A.M.

Call to Order

Mayor Browne called the meeting to order.

Vice-Mayor Robert Karr gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Absent: Travis Read

Presiding: John Browne, Mayor

Staff Present: Peter J. Stasiak, City Manager; Mel Priddy, Community Services Director; Leroy Alsup, Community & Economic Development Director; and Cora Middleton, City Clerk

Citizens Comments on Non-Agenda Items

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

Christy Johns, Main Street Board Member introduced Amy Newman to the Council as the new McAlester Main Street Director.

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 27, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for September 21, 2016 through October 4, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$100,663.19; Nutrition - \$966.25; Landfill Res./Sub-Title D - \$8,169.00; Tourism Fund - \$15,414.27; SE Expo

Center - \$12,662.03; E-911 - \$592.76; Economic Development - \$14,023.65; Grants & Contributions - \$25,000.00; CDBG Grants Fund - \$11,535.00; Fleet Maintenance - \$35,780.19; CIP Fund - \$105,570.45; Federal Forfeiture Fund - \$14,516.56 and Technology Fund - \$15,849.55.

- C. Consider and act upon, authorization of payment to KATCON, Inc., Invoice Payment #3, in the amount of \$ 34,646.98, 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)*
- D. Accept and place on file, the Oklahomans for Independent Living quarterly report for the months of April through June, 2016. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, to concur with the Mayor's appointment of Robert Thornton, 405 E. Chickasaw Ave., McAlester, 74501, to the McAlester Housing Authority Board for a term beginning October 12, 2016 and ending July 31, 2017. *(John Browne, Mayor)*
- F. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-03, in the amount of \$11,012.00 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)*
- G. Consider and act upon, authorization of payment to Old Town Association, Invoice 536909, in the amount of \$5,443.75 to reimburse the Association for expenses incurred for the Wild West Festival per agreement dated June 14, 2016. *(Toni Ervin, Chief Financial Officer)*
- H. Consider and act upon, to approve and authorize the Mayor to sign the Outer Marker Lease agreement. *(Joe Ervin, City Attorney)*
- I. Consider and act upon, the approval of the dissolution of the Perpetual Cemetery Care Trust. *(Joe Ervin, City Attorney)*

Mayor Browne stated that item "G" needed to be tabled and Manager Stasiak requested that item "H" be pulled for individual consideration.

There was no further discussion and Councilman Smith moved to approve Consent Agenda items "A through F and I". The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

Items Removed from Consent Agenda

H. Consider and act upon, to approve and authorize the Mayor to sign the Outer Marker Lease agreement. (Joe Ervin, City Attorney)

Manager Stasiak explained that the original lease had been changed to include Lucille Whetsel's name as co-owner of the property.

There was no other discussion, and Councilman Smith moved to approve and authorize the Mayor to sign the Outer Marker Lease agreement. The motion was seconded by Vice-Mayor Karr, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

G. Consider and act upon, authorization of payment to Old Town Association, Invoice 536909, in the amount of \$5,443.75 to reimburse the Association for expenses incurred for the Wild West Festival per agreement dated June 14, 2016. (Toni Ervin, Chief Financial Officer)

A motion was made by Councilman Smith and seconded by Councilman Stevens to table item "G". There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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

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

Mayor Browne declared the motion carried and the Public Hearing was opened at 6:11 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 AMENDING CHAPTER 86 PARKS AND RECREATION OF THE McALESTER CITY CODE OF ORDINANCES BY ADDING A NEW ARTICLE V. PUBLIC TRAIL

REGULATIONS; REPEALING CHAPTER 102 TRAFFIC AND VEHICLES, ARTICLE V. BICYCLES, SEC. 102-181 OPERATION ON WALKING/JOGGING TRAILS IN ITS ENTIRETY; REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR, AND DECLARING AN EMERGENCY.

AN ORDINANCE AMENDING THE MCALESTER CITY CODE CHAPTER 62 LAND DEVELOPMENT CODE, ARTICLE V. ZONING, DIVISION 3. ZONING DISTRICTS AND DISTRICT REGULATIONS, SUBDIVISION II. SPECIFIC DISTRICTS, SECTION 62-207 I-1 LIGHT INDUSTRIAL DISTRICT AND SECTION 62-208 I-2 HEAVY INDUSTRIAL DISTRICT TO MODIFY SECTION 62-207(B) USES PERMITTED AND SECTION 62-208(B) USES PERMITTED TO ADD PUBLIC BUILDINGS OR USES AS A PERMITTED USE, REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

There were no comments or discussion on either of the proposed ordinances and Councilman Stevens moved to close the Public Hearing. The motion was seconded by Councilman Smith and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:11 P.M.

Scheduled Business

1. Consider and act upon, an Ordinance amending Chapter 86 Parks And Recreation of the McAlester City Code of Ordinances by adding a new Article V. Public Trail Regulations; Repealing Chapter 102 Traffic and Vehicles, Article V. Bicycles, Sec. 102-181 Operation On Walking/Jogging Trails in its entirety; repealing all conflicting ordinances, providing for severability, and declaring an emergency. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to approve an Ordinance amending Chapter 86 Parks And Recreation of the McAlester City Code of Ordinances by adding a new Article V. Public Trail Regulations; Repealing Chapter 102 Traffic and Vehicles, Article V. Bicycles, Sec. 102-181 Operation On Walking/Jogging Trails in its entirety; repealing all conflicting ordinances, providing for severability, and declaring an emergency, and authorizing the Mayor to sign the ordinance.

Director Alsup addressed the Council explaining that in the Belmont Trail Grant Application to the Oklahoma Tourism Recreation Department the City committed that the new Belmont Trail would be a Multi-Use Trail instead of a Single-Use. He informed the Council of a correction that needed to be made to the ordinance and commented that after review of the ordinance by several individuals it was found to be adequate.

There was a brief discussion among the Council including Manager Stasiak, Director Alsup and Director Priddy regarding the width of the track, allowing skateboards on the track, adopting the ordinance as it was written and possibly accommodating skateboards in the future.

ORDINANCE NO. 2579

AN ORDINANCE AMENDING CHAPTER 86 PARKS AND RECREATION OF THE McALESTER CITY CODE OF ORDINANCES BY ADDING A NEW ARTICLE V. PUBLIC TRAIL REGULATIONS; REPEALING CHAPTER 102 TRAFFIC AND VEHICLES, ARTICLE V. BICYCLES, SEC. 102-181 OPERATION ON WALKING/JOGGING TRAILS IN ITS ENTIRETY; REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

There was no further discussion, and Councilman Smith moved to approve ORDINANCE NO. 2579. The motion was seconded by Vice-Mayor Karr and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

A motion was made by Vice-Mayor Karr and seconded by Councilman Barnett to approve the EMERGENCY CLAUSE. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

2. Consider and act upon, an Ordinance amending the McAlester City Code Chapter 62 Land Development Code, Article V. Zoning, Division 3. Zoning Districts and District Regulations, Subdivision II. Specific Districts, Section 62-207 I-1 Light Industrial District and Section 62-208 I-2 Heavy Industrial District to modify Section 62-207(B) Uses Permitted and Section 62-208(B) Uses Permitted to add public buildings or uses as a Permitted Use, repealing all conflicting ordinances, providing for severability, and declaring an emergency. (*Leroy Alsup, Community & Economic Development Director*)

Executive Summary

Motion to approve an Ordinance amending the McAlester City Code Chapter 62 Land Development Code, Article V. Zoning, Division 3. Zoning Districts and District Regulations, Subdivision II. Specific Districts, Section 62-207 I-1 Light Industrial District and Section 62-208 I-2 Heavy Industrial District to modify Section 62-207(B) Uses Permitted and Section 62-208(B) Uses Permitted to add public buildings or uses as a Permitted Use, repealing all conflicting ordinances, providing for severability, and declaring an emergency, and authorizing the Mayor to sign the ordinance.

Director Alsup addressed the Council explaining that there was a zoning compliance issue with the new Pittsburg County Emergency Management Center at 1200 Captain Zappy Ott Drive. He commented that the current zoning was I-1 Light Industrial district and the zoning did not include a public facility. He added that at the September 29th Special meeting the Planning

Commission recommended that this issue should not only be addressed to accommodate the existing and planned County facilities, but also to provide for other public buildings in I-1 and I-2 industrial zoning districts.

There was a brief discussion concerning the process in the future.

ORDINANCE NO. 2580

AN ORDINANCE AMENDING THE MCALESTER CITY CODE CHAPTER 62 LAND DEVELOPMENT CODE, ARTICLE V. ZONING, DIVISION 3. ZONING DISTRICTS AND DISTRICT REGULATIONS, SUBDIVISION II. SPECIFIC DISTRICTS, SECTION 62-207 I-1 LIGHT INDUSTRIAL DISTRICT AND SECTION 62-208 I-2 HEAVY INDUSTRIAL DISTRICT TO MODIFY SECTION 62-207(B) USES PERMITTED AND SECTION 62-208(B) USES PERMITTED TO ADD PUBLIC BUILDINGS OR USES AS A PERMITTED USE, REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Councilman Stevens to approve **ORDINANCE NO. 2580**. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

A motion was made by Vice-Mayor Karr and seconded by Councilman Garvin to approve the EMERGENCY CLAUSE.

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

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

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, a resolution approving and accepting Oklahoma Department of Commerce Community Development Block Grant-Economic Development Infrastructure Finance (CDBG-EDIF) Grant Contract No. 16765 CDBG-ED 16 and for providing Job Tracking and authorizing the Mayor and City Staff to sign Environmental and Release of Funds documents and other grant related documents consistent with the City's CDBG-EDIF Application for the Krebs Brewing Co., Inc. acquisition of an industrial building/property project. (*Leroy Alsup, Community & Economic Development Director, Millie Vance, Grant Administrator*)

Executive Summary

Motion to approve a resolution approving and accepting Oklahoma Department of Commerce Community Development Block Grant-Economic Development Infrastructure Finance (CDBG-EDIF) Grant Contract No. 16765 CDBG-ED 16 and for providing Job Tracking and authorizing the Mayor and City Staff to sign Environmental and

Release of Funds documents and other grant related documents consistent with the City's CDBG-EDIF Application for the Krebs Brewing Co., Inc. acquisition of an industrial building/property project.

Millie Vance, Grant Administrator addressed the Council congratulating the City for the award of a \$1,000,000.00 CDBG-EDIF Grant for Krebs Brewing Co., Inc. She then reviewed the process to approve and accept the Grant.

After a brief discussion concerning job tracking and who would be gathering that information, a motion was made by Councilman Smith and seconded by Councilman Garvin to approve RESOLUTION NO. 16-14, approving and accepting the Oklahoma Department of Commerce Community Development Block Grant-Economic Development Infrastructure Finance (CDBG-EDIF) Grant Contract No. 16765 CDBG-ED 16, for providing Job Tracking and authorize the Mayor and City Staff to sign the Environmental and Release of Funds and other grant related documents.

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

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

NAY: None

Mayor Browne declared the motion carried.

4. Consider and act upon, a Statement of Compliance of Special Conditions as required by CDBG-EDIF Contract No. 16765 CDBG-ED 16, regarding Procurement Procedures, Ineligible Costs, Loan Rules, Sale of Building, and Appraisal. *(Leroy Alsup, Community & Economic Development Director, Millie Vance, Grant Administrator)*

Executive Summary

Motion to approve the Statement of Compliance of Special Conditions as required by CDBG-EDIF Contract No. 16765 CDBG-ED 16, regarding Procurement Procedures, Ineligible Costs, Loan Rules, Sale of Building, and Appraisal and authorizing the Mayor to sign the Statement of Compliance Form.

Millie Vance, Grant Administrator reviewed the steps required to accept the Grant and added that this particular step was part of the release of funds.

There was no other discussion, and Councilman Smith moved to approve the Statement of Compliance of Special Conditions as required by CDBG-EDIF Contract No. 16765 CDBG-ED 16, regarding Procurement Procedures, Ineligible Costs, Loan Rules, Sale of Building, and Appraisal and authorize the Mayor to sign the Statement of Compliance Form. The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

5. Consider and act upon, authorizing the Mayor to accept the bid and sign the Notice of Award to Collins Waterworks, LLC in the amount of \$ 62,590.00 for 500 N. Main Drainage Improvements Project. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommendation is to accept the lowest and best bidder of Collins Waterworks, LLC in the amount of \$ 62,590.00 for 500 N. Main Drainage Improvements Project.

Manager Stasiak addressed the Council explaining that this was part of the Stormwater project and that this was the second time this particular project had been bid.

Dale Burke, P.E., Infrastructure Solutions Group, LLC, President addressed the Council informing them that the City had received four (4) bids and that after review of all bids Collins Waterworks, LLC had been the low bidder at \$62,590.00

After a brief discussion, concerning the amounts of the bids, how Collins could be 25% lower than the other bidders and that Collins Waterworks, LLC had worked with the City previously and were currently in the City, a motion was made by Vice-Mayor Karr and seconded by Councilman Garvin to accept the bid from Collins Waterworks, LLC in the amount of \$62,590.00 for the 500 N. Main Drainage Improvements projects.

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

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

NAY: None

Mayor Browne declared the motion carried.

6. Consider and act upon, authorizing the Mayor to accept the bid and sign the Notice of Award to Rocking O Construction in the amount of \$ 25,000.00 for the Washington Ave. Bridge Sidewalk Repair Project. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommendation is to accept the lowest and best bidder of Rocking O Construction in the amount of \$ 25,000.00 for the Washington Ave. Bridge Sidewalk Repair Project.

Manager Stasiak addressed the Council explaining that this project was to repair the damage to the bridge that had been caused by a car accident.

Robert Vaughan addressed the Council explaining that out of the four (4) bids that the City had received, Rocking O Construction had been the lowest, most qualified bidder. He added that this repair would be for the east corner edge of the bridge.

After a brief discussion concerning repairs to the center section of the bridge, the limits of the insurance company involved with the settlement and how the City was systematically addressing the various high priority items, Councilman Smith moved to accept the bid from Rocking O Construction in the amount of \$25,000.00 as the lowest and best bid. The motion was seconded by Vice-Mayor Karr and the vote was taken as follows:

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

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

NAY: None

Mayor Browne declared the motion carried.

New Business

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

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that the Economic Development team had been working with many others to put together the \$1 million grant. He commented that 80% of new jobs were created within a community. He informed the Council that 215 of the City's employees had attended the customer service training and the thirty-five (35) that had been unable to attend would be able to watch the recording that had been made during one of the sessions. He added that forty-two (42) employees would also attend conflict management training.

Manager Stasiak reported that Crawford and Associates were in the City this week gathering information to prepare the working papers for the fiscal year 15/16 audit. He informed the Council that the City had received notice of a \$700,000.00 grant from the Oklahoma Department of Transportation for the trails system and the Police Department had received a grant for eight (8) new bullet proof vests.

Remarks and Inquiries by City Council

Vice-Mayor Karr commented about the coin show that was scheduled for the Expo this weekend and reminded everyone about the Pride In McAlester cleanup this weekend.

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

Mayor's Comments and Committee Appointments

Mayor Browne asked Manager Stasiak to update the Council on the DEQ consent orders.

Manager Stasiak reviewed the various steps that had been taken to address the 2007 Oklahoma Department of Environmental Quality (ODEQ) for TTHMs. He commented that over the past nine (9) years all of the sites had been brought into compliance and ODEQ was going to rescind the consent order.

Mayor Browne congratulated Jimmy Williams for the award that he had received, he congratulated the McAlester News Capital for their investigative work and informed the Council that October was “Domestic Violence Awareness Month”.

Recess Council Meeting

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

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

Mayor Browne declared the motion carried and the meeting was recessed at 6:48 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 6:49 P.M.

Adjournment

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

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

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

Mayor Browne declared the motion carried, and the meeting was adjourned at 6:49 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**October 5, 2016
Thru
October 18, 2016**

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS, INC					
		I-9055682320	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	080494	155.84
		I-9056022288	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	080494	239.59
		I-9056103715	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	080494	322.75
		I-9056103716	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	080494	52.50
		I-9938144196	01 -5542203	REPAIRS & MAI MO. BTL RENTAL-PARKS	080494	130.31
		I-9938855416	01 -5542203	REPAIRS & MAI MO. BTL RENTAL-PARKS	080494	115.23
		I-9939580328	01 -5432202	OPERATING SUP OXYGEN & EMS SUPPLIES	080494	501.64
01-A00280	ALERT-ALL CORP.					
		I-W13158	01 -5431329	PROMOTIONAL FIRE PREVENTION PROMO	080495	415.00
01-A00345	STAPLES ENTERPRISES LLC					
		I-16-00768	01 -5543316	REPAIRS & MAI REPAIRS AT CHADICK POOL	080497	1,985.00
01-A00362	VYVE BROADBAND					
		I-201610059073	01 -5542328	INTERNET SERV UTIL- INTERNET SVS- STIPE CNTR	080410	77.51
		I-201610059073	01 -5320328	INTERNET SERV UTIL- INTERNET SVS- DETECTIVE	080410	98.56
		I-201610129090	01 -5542328	INTERNET SERV UTIL INTERNET SVS-PARKS	080463	75.97
		I-201610129090	01 -5548328	INTERNET SERV UTIL INTERNET SVS-FAC MAINT	080463	75.97
		I-201610129090	01 -5865328	INTERNET SERV UTIL INTERNET SVS-STREETS	080463	75.96
01-A00751	ATWOODS					
		I-3377/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080499	51.45
		I-3382/9	01 -5542203	REPAIRS & MAI REPAIR AND MAINT. ITEMS	080499	49.95
		I-3387/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080499	22.97
		I-3391/9	01 -5542203	REPAIRS & MAI REPAIR AND MAINT. ITEMS	080499	89.94
		I-3392/9	01 -5542203	REPAIRS & MAI REPAIR AND MAINT. ITEMS	080499	53.97
		I-3395/9	01 -5547203	REPAIRS & MAI REPAIR AND MAINT. ITEMS	080499	85.95
01-B00171	BEAUTIFUL ROOMS					
		I-16-00712	01 -5548316	REPAIRS & MAI CARPET CLEANING AT LIBRAR	080501	1,000.00
01-B00180	UNION IRON WORKS, INC.					
		I-S1955136.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080502	85.06
		I-S1955373.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080502	198.52
		I-S1955595.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080502	426.72
01-B00380	BOARD OF TEST FOR ALCOH					
		I-5113	01 -5321331	EMPLOYEE TRAV INTOXILYZER CERTIFICATION	080504	186.00
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2098258.001	01 -5548203	REPAIRS & MAI NEW LIGHTS FOR WWM	080505	10.99
		I-S2098776.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT	080505	8.97
		I-S2101120.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT	080505	14.41
		I-S2102221.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080505	70.46
		I-S2102382.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080505	50.20
		I-S2103369.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT	080505	41.60
		I-S2103935.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT	080505	29.36

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00503	BROKEN ARROW ELECTRIC S	continued					
		I-S2104002.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT	080505	62.79
01-C00100	CLEET						
		I-201610059082	01	-2100	CLEET PAYABLE CLEET FEES COLLECTED- SEPT. 16	080413	6,193.45
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- STIPE CNTR	080415	141.47
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- PARKS SHOP	080415	48.25
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- OAKHILL CEMETERY	080415	27.72
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- CEMETERY	080415	39.04
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- PARKS OFFICE	080415	24.97
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- CITY HALL	080415	80.51
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- LIBRARY	080415	51.73
		I-201610059075	01	-5215314	GAS UTILITY GAS UTIL- FIRE STATION #3	080415	23.78
		I-201610129094	01	-5215314	GAS UTILITY GAS UTIL-FIRE STATION #2	080465	31.50
01-C00353	CHAN LEE						
		I-657736	01	-5542203	REPAIRS & MAI RECOVER POOL TABLE-S	080508	600.00
01-C00859	PAUL M. BARBOUR DBA CRI						
		I-119	01	-5324331	EMPLOYEE TRAV CRISIS NEG. TRAINING	080511	100.00
		I-121	01	-5321331	EMPLOYEE TRAV CRISIS NEGOTIATION TRAINI	080511	400.00
01-D00233	DELL SONICWALL SERVICES						
		I-XK12X4C87-2016	01	-5225349	SOFTWARE MAIN YEARLY SUBSCRIPTION RENEW	080588	1,465.00
01-D00448	DISCOUNT STEEL						
		I-12727	01	-5548203	REPAIRS & MAI BRACKETS FOR LIGHTS	080514	101.60
01-D00684	DR. JASON MCELYEA						
		I-022	01	-5432308	CONTRACTED SE CONTRACTED SVS- EMS	080515	1,071.00
		I-023	01	-5432308	CONTRACTED SE CONTRACTED SVS- EMS	080515	1,071.00
		I-024	01	-5432308	CONTRACTED SE CONTRACTED SVS- EMS	080515	1,071.00
01-E00266	ERVIN & ERVIN ATTORNEYS						
		I-10-12-2016	01	-5210302	CONSULTANTS/L LEGAL FEES	080432	165.00
		I-10-12-2016	01	-5214302	CONSULTANTS LEGAL FEES	080432	2,775.00
01-E00279	EST, INC.						
		I-38048	01	-5865218	STREET REPAIR TESTING FEES	080517	40.00
		I-38057	01	-5865218	STREET REPAIR TESTING FEES	080517	316.00
		I-38062	01	-5865218	STREET REPAIR TESTING FEES	080517	923.00
		I-38064	01	-5865218	STREET REPAIR TESTING FEES	080517	316.00
		I-38065	01	-5865218	STREET REPAIR TESTING FEES	080517	316.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-NP48613340	01	-5321212	FUEL EXPENSE FUEL EXP-POLICE	080518	6,374.27
		I-NP48613340	01	-5431212	FUEL EXPENSE FUEL EXP-FIRE	080518	1,146.69

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES		continued			
		I-NP48613340	01 -5542212	FUEL EXPENSE FUEL EXP-PARKS	080518	1,140.79
		I-NP48613340	01 -5547212	FUEL EXPENSE FUEL EXP-CEMETERY	080518	199.68
		I-NP48613340	01 -5548212	FUEL EXPENSE FUEL EXP-FAC MAINT	080518	168.95
		I-NP48613340	01 -5652212	FUEL EXPENSE FUEL EXP-CODES	080518	304.24
		I-NP48613340	01 -5225212	FUEL EXPENSE FUEL EXP- IT	080518	75.13
		I-NP48613340	01 -5322212	FUEL EXPENSE FUEL EXP- ANIMAL CONTROL	080518	231.90
		I-NP48613340	01 -5432212	FUEL EXPENSE FUEL EXP-AMBULANCE	080518	1,047.85
		I-NP48613340	01 -5544212	FUEL EXPENSE FUEL EXP-SBC	080518	179.19
		I-NP48613340	01 -5865212	FUEL EXPENSE FUEL EXP-STREETS	080518	1,556.92
		I-NP48613340	01 -5653212	FUEL EXPENSE FUEL EXP-SAFETY	080518	48.46
01-F00037	FASTENAL					
		I-151287	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080520	2.99
		I-OKMCA151175	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080520	39.21
		I-OKMCA151338	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080520	19.57
01-F00112	FINLEY & COOK, PLLC					
		I-SI0018238	01 -5215301	AUDITING ANNUAL AUDIT FEES	080521	2,500.00
01-G00130	GALL'S, LLC					
		I-006055476	01 -5321202	OPERATING SUP POLICE BARRIER TAPE	080522	130.84
01-H00045	CHEROKEE NATION ENTERTA					
		I-952469	01 -5542331	EMPLOYEE TRAV TRAVEL EXP-OKVMA TRAINING	080527	188.68
		I-952512	01 -5542331	EMPLOYEE TRAV TRAVEL EXP-OKVMA TRAINING	080527	188.68
		I-952513	01 -5542331	EMPLOYEE TRAV TRAVEL EXP-OKVMA TRAINING	080527	188.68
		I-952514	01 -5542331	EMPLOYEE TRAV TRAVEL EXP-OKVMA TRAINING	080527	188.68
01-H00250	HR DIRECT					
		I-INV4524130	01 -5653202	OPERATING SUP 2017 ATTENDANCE CONTROL	080528	191.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-425	01 -5101202	OPERATING SUP COUNCILMAN NAME PLATE	080529	9.30
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-INVADPI20111	01 -5432308	CONTRACTED SE CONTRACTED SVS- EMS	080530	1,665.07
01-I00250	INTN'L FIRE CHIEF ASSOC					
		I-IAFC ID94689	01 -5431330	DUES & SUBSCR ANNUAL DUES	080532	239.00
01-I00262	INVESTIGATIVE CONCEPTS,					
		I-1212124399	01 -5653348	DRUG TESTING/ MISC BACKGROUND CHECKS	080533	59.90
01-J00110	JACKIE BRANNON CORR. CT					
		I-20170368	01 -5542308	CONTRACTED SE INMATE FEES-PARKS	080534	108.90
		I-20170370	01 -5542308	CONTRACTED SE INMATE FEES-PARKS	080534	63.80
01-J00121	JAMESCO ENTERPRISES, LL					

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00121	JAMESCO ENTERPRISES, LL		continued			
		I-14431	01 -5215202	OPERATING SUP JANITORIAL SUPPLIES	080535	263.20
01-L00067	COMPLIANCE RESOURCE GRO					
		I-046772	01 -5653348	DRUG TESTING/ RANDOM/QTRLY DRUG TESTING	080538	50.00
		I-046773	01 -5653348	DRUG TESTING/ RANDOM/QTRLY DRUG TESTING	080538	104.00
		I-046818	01 -5653348	DRUG TESTING/ RANDOM/QTRLY DRUG TESTING	080538	50.00
		I-046923	01 -5653348	DRUG TESTING/ RANDOM/QTRLY DRUG TESTING	080538	424.00
01-L00380	LOCKE SUPPLY CO.					
		I-29786263-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080540	7.53
		I-29803222-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080540	19.20
01-L00428	LOWE'S CREDIT SERVICES					
		C-912256 CR	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	080541	14.10-
		I-902321	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080541	6.64
		I-902357	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080541	44.64
		I-902421	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080541	41.72
		I-902461	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080541	355.74
		I-902484A	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080541	422.75
		I-906011	01 -5548204	SMALL TOOLS HAMMER DRILL & BITS	080541	376.58
		I-906756	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	080541	162.55
		I-906948	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080541	30.34
		I-907048	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080541	201.38
		I-907063A	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	080541	59.37
		I-907446	01 -5865203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	080542	78.97
		I-907668A	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080542	49.01
		I-907725	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080542	349.08
		I-907953	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080542	95.93
		I-908630	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	080542	144.40
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA386719	01 -5215312	EQUIPMENT REN MONTHLY COPIER SERVICES	080544	95.40
01-M00570	MOORE MEDICAL CORP.					
		I-99226701	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	080546	252.04
		I-99226701	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	080546	776.02
01-MC0050	MCALESTER CHAMBER OF CO					
		I-16-00803	01 -5210480	CONTINGENCY LUNCH SPONSORSHIP	080548	400.00
01-MC0098	MCAFEE & TAFT					
		I-494800	01 -5210302	CONSULTANTS/L LEGAL FEES	080550	1,560.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00119731	01 -5543203	REPAIRS & MAI REPAIR & MAINT ITEMS	080551	173.61
		I-00119761	01 -5543203	REPAIRS & MAI REPAIR & MAINT ITEMS	080551	55.04
01-MC0169	MCALESTER REGIONAL HOSP					

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0169	MCALESTER REGIONAL HOSP	continued				
		I-CITYLAB09-30-16	01 -5653348	DRUG TESTING/ MISC. DRUG TESTING	080552	33.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700616	01 -5548311	PARKING RENTA PARKING LOT RENTAL	080553	485.00
01-N00155	GRACELAND COLLEGE DBA					
		I-11327369	01 -5212331	EMPLOYEE TRAV TRAINING MEMBERSHIP	080554	199.00
		I-2065541	01 -5212331	EMPLOYEE TRAV TRAINING MEMBERSHIP	080554	33.40
		I-721940143-09/2016	01 -5653331	EMPLOYEE TRAV MEMBERSHIP RENEWAL	080554	249.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-229 SEPT. 2016	01 -5653317	ADVERTISING & MISC JOB POSTINGS	080555	86.30
		I-300010497	01 -5652317	ADVERTISING & PUBLICATON FEES	080555	92.90
		I-300010498	01 -5652317	ADVERTISING & PUBLICATON FEES	080555	70.45
		I-300010499	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	080555	17.80
		I-300010504	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	080555	199.85
		I-300010505	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	080555	194.15
01-000039	OCCUPATIONAL MEDICINE					
		I-10-08-16	01 -5653348	DRUG TESTING/ PHYSICAL AGILITY TESTING	080589	294.00
01-000075	O'REILLY AUTO PARTS					
		I-413702	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	080557	59.92
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201610059080	01 -2103	OBN PAYABLE (OBN FEES COLLECTED- SEPT. 2016	080416	113.64
01-000414	OKLA TAX COMMISSION-AUT					
		I-16-00796	01 -5321202	OPERATING SUP TITLE FEES 2016 DODGE CHA	080561	78.00
01-000595	OSBI					
		I-201610059081	01 -2101	AFIS PAYABLE AFIS PAYABLE	080417	3,414.10
		I-201610059081	01 -2102	FORENSICS PAY FORENSIC PAYABLE	080417	3,298.07
01-000599	OKLAHOMA STATE UNIVERSI					
		I-V0001880	01 -5211331	EMPLOYEE TRAV OMCTFOA CONF REG	080563	398.00
		I-V0001899	01 -5212331	EMPLOYEE TRAV OMCTFOA CONF REG	080563	199.00
01-P00310	PITNEY BOWES INC					
		I-3301833008	01 -5215312	EQUIPMENT REN POSTAGE MACHINE LEASE	080565	2,114.97
01-P00560	PUBLIC SERVICE/AEP					
		I-201610059072	01 -5215313	ELECTRIC UTIL ELEC UTIL- GENERAL	080418	14,431.24
		I-201610059072	01 -5215313	ELECTRIC UTIL ELEC UTIL- FEDERAL BLDG	080418	2,281.10
		I-201610059072	01 -5215313	ELECTRIC UTIL ELEC UTIL- LIBRARY	080418	3,234.15
		I-201610129093	01 -5215313	ELECTRIC UTIL UTIL ELEC- STREET LIGHTS	080468	11,910.31
01-R00413	RLI					

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00413	RLI		continued			
		I-LSM0140615-2016	01 -5215322	LIABILITY INS SURETY BOND	080567	1,135.00
01-S00184	SECURITY BANK CARD CENT					
		I-201610129097	01 -5210331	EMPLOYEE TRAV TRAVEL EXP- MDSA WASH	080469	1,625.37
		I-201610129097	01 -5210331	EMPLOYEE TRAV TRAVEL EXP- BUSINESS MEETING	080469	21.83
		I-201610129097	01 -5652331	EMPLOYEE TRAV TRAVEL EXP- SPRING CONFERENCE	080469	42.25
		I-201610129097	01 -5321331	EMPLOYEE TRAV POLICE TRAVEL EXP- TULSA UNIFO	080469	28.45
01-S00190	SECURITY SYS. & ENG. IN					
		I-30996	01 -5320202	OPERATING EXP REPLACE ALARM SYSTEM	080568	428.50
		I-30998	01 -5548316	REPAIRS & MAI ALARM MONTORING FEE	080568	113.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-201610189110	01 -5215110	PENSION - DEF PENSION CONT-GENERAL	080570	26,007.00
01-S00350	SIGNS BY JADE					
		I-10/14/16	01 -5215202	OPERATING SUP UPSTAIRS SIGN	080572	95.00
		I-16-00755	01 -5321202	OPERATING SUP CHANGE VEHICLE UNIT #'S	080572	90.00
01-S00726	STAPLES ADVANTAGE					
		I-3315168022	01 -5215202	OPERATING SUP OFFICE SUPPLIES	080590	12.15
		I-3315168023	01 -5431202	OPERATING SUP OFFICE SUPPLIES	080590	37.60
		I-3315168024	01 -5431202	OPERATING SUP OFFICE SUPPLIES	080590	88.07
		I-3317032222	01 -5215202	OPERATING SUP OFFICE SUPPLIES	080590	216.17
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9971690	01 -5653308	CONTRACTED SE PLAN ADMINISTRATION FEE	080579	1,180.00
01-T00598	TULSA ASPHALT LLC					
		I-16642	01 -5865218	STREET REPAIR ASPHALT-STREET REPAIRS	080580	5,643.00
01-T00630	TWIN CITIES READY MIX,					
		I-133969	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	080581	1,471.50
		I-134048	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	080581	817.50
01-U00020	UNITED STATES CELLULAR					
		I-0156715201	01 -5544328	INTERNET SERV UTIL- INTERNET SVS-SBC	080422	52.08
		I-0156761059	01 -5215315	TELEPHONE UTI CELLPHONE EXP-GENERAL	080475	2,551.50
01-V00150	VULCAN SIGN					
		I-297114	01 -5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	080586	792.40
01-W00040	WALMART COMMUNITY BRC					
		I-02185	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	080587	19.50
		I-03193	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	080587	50.82
		I-03353	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	080587	17.22
		I-04079	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	080587	212.00
		I-04950A	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	080587	135.60

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC	I-09878	continued 01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	080587	267.35
			FUND	01 GENERAL FUND	TOTAL:	135,785.78

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS, INC	I-9939578257	02 -5973203	REPAIRS & MAI MO.BOTTLE RENTAL FEE	080494	109.84
01-A00362	VYVE BROADBAND	I-201610059073	02 -5973328	INTERNET SERV UTIL- INTERNET SVS- EAST WWP	080410	72.27
		I-201610129089	02 -5975328	INTERNET SERV UTIL INTERNET- UTM OFFICE	080463	67.51
01-B00180	UNION IRON WORKS, INC.	I-S1956072.001	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	080502	111.60
01-B00314	BIO-AQUATIC TESTING, IN	I-00049981	02 -5973304	LAB TESTING TESTING FEES	080503	595.00
01-B00503	BROKEN ARROW ELECTRIC S	I-S2101731.001	02 -5973203	REPAIRS & MAI MOTOR STARTER	080505	1,088.00
		I-S2102797.001	02 -5973203	REPAIRS & MAI ELECTRICAL REPAIR ITEMS	080505	224.35
01-C00320	CENTERPOINT ENERGY ARKL	I-201610129094	02 -5267314	GAS UTILITY GAS UTIL-ARMORY	080465	54.10
01-D00158	DAVID T HARDGRAVE	I-4-1703	02 -5973302	CONSULTANTS (CONSULTANT FEES	080512	1,800.00
01-F00015	FLEETCOR TECHNOLOGIES	I-NP48613341	02 -5216212	FUEL EXPENSE FUEL EXP-UTIL BILLING	080519	619.58
		I-NP48613341	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	080519	635.33
		I-NP48613341	02 -5871212	FUEL EXPENSE FUEL EXP-ENGINEERING	080519	51.24
		I-NP48613341	02 -5973212	FUEL EXPENSE FUEL EXP-WWT	080519	559.28
		I-NP48613341	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	080519	1,688.12
01-F00251	FORT COBB FUEL AUTHORIT	I-201610129092	02 -5267314	GAS UTILITY GAS UTIL- UTM OFFICE	080466	17.51
01-H00016	HD SUPPLY WATERWORKS, L	C-G219054	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	080526	1,025.00-
		I-G154855	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	080526	6,124.63
		I-G162233	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	080526	2,986.29
		I-G166774	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	080526	120.25
		I-G224229	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	080526	1,134.16
01-I00120	TYLER TECHNOLOGIES	I-025-169859	02 -5216317	POSTAGE NOTIFICATION CALL FEE	080531	565.10
01-K00225	KI BOIS COMMUNITY ACTIO	I-09/30/2016	02 -5866307	CONTRACTED RE RECYCLE CENTER LABOR	080537	1,890.00
01-L00428	LOWE'S CREDIT SERVICES	C-902649	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	080541	6.93-
		I-901319	02 -5975209	UTILITY MAINT MISC REPAIR ITEMS	080541	21.85

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES			continued			
		I-902648	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	080541	79.88
		I-907983	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	080542	85.82
01-000075	O'REILLY AUTO PARTS						
		I-0230-416949	02	-5973203	REPAIRS & MAI LIFT STATION REPAIR PARTS	080557	46.95
01-P00040	PACE ANALYTICAL SERVICE						
		I-167540453	02	-5973304	LAB TESTING MONTHLY TESTING FEES	080564	137.00
		I-167541146	02	-5973304	LAB TESTING MONTHLY TESTING FEES	080564	71.22
		I-167541147	02	-5973304	LAB TESTING MONTHLY TESTING FEES	080564	71.22
01-P00560	PUBLIC SERVICE/AEP						
		I-201610059072	02	-5267313	ELECTRIC UTIL ELEC UTIL- RECYCLE CNTR	080418	110.64
		I-201610189109	02	-5267313	ELECTRIC UTIL UTIL ELECTRIC- MPWA	080566	38,337.99
01-R00600	RURAL WATER DISTRICT #1						
		I-201610059074	02	-5267316	REPAIRS & MAI UTIL- WATER - LANDFILL	080419	14.30
01-S00184	SECURITY BANK CARD CENT						
		I-201610129097	02	-5871331	EMPLOYEE TRAV ENG TRAVEL EXP-OFMA CONF	080469	289.47
01-S00216	SEVERN TRENT ENV SVS.,						
		I-13496	02	-5974302	CONSULTANTS OPERATIONAL SVS FOR WTP	080569	98,702.75
01-S00249	MORGAN STANLEY SMITH BA						
		I-201610189110	02	-5267110	PENSION - DEF PENSION CONT-MPWA	080570	12,769.00
01-S00580	AT & T						
		I-201610129087	02	-5267315	TELEPHONE UTI UTIL PHONE-DATA LINE	080471	330.00
		I-201610129091	02	-5267315	TELEPHONE UTI UTIL PHONE- MPWA	080473	6,434.67
01-S00704	SPROCKET WIRELESS (AKA						
		I-000606431	02	-5973328	INTERNET SERV INTERNET SVS- WEST WWM PLANT	080474	87.93
01-T00052	TECHNICAL PROGRAMMING S						
		I-98021	02	-5216336	FEES ZONE 1 & 4 BILLING 10/04	080574	773.70
		I-98021	02	-5216317	POSTAGE ZONE 1 & 4 BILLING 10/04	080574	1,193.79
01-U00020	UNITED STATES CELLULAR						
		I-0156761059	02	-5267315	TELEPHONE UTI CELLPHONE EXP-MPWA	080475	1,012.50
01-U00128	UNITED PACKAGING & SHIP						
		I-192825	02	-5973203	REPAIRS & MAI SHIPPING FEES	080583	35.25
		I-192845	02	-5973203	REPAIRS & MAI SHIPPING FEES	080583	26.60
				FUND	02 MPWA	TOTAL:	180,114.76

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES	I-NP48613341	03 -5876212	FUEL EXPENSE FUEL EXP-AIRPORT	080519	245.82
01-J00404	JOHN OR LUCILLE WHETSEL	I-04/16-06/17	03 -5876208	LAND MAINTENA AIRPORT LEASE PMT	080467	3,375.00
01-P00560	PUBLIC SERVICE/AEP	I-201610059072	03 -5876313	ELECTRIC UTIL ELEC UTIL- AIRPORT	080418	1,953.22
01-S00249	MORGAN STANLEY SMITH BA	I-201610189110	03 -5876110	PENSION-DEFIN PENSION CONT-AIRPORT	080570	954.00
01-T00451	TOMMY R. WALKER	I-307936	03 -5876401	CAPITAL OUTLA PAINT HANGAR AT AIRP	080578	5,680.00
01-U00020	UNITED STATES CELLULAR	I-0156761059	03 -5876315	TELEPHONE UTI CELLPHONE EXP-AIRPORT	080475	40.50
FUND 03 AIRPORT AUTHORITY					TOTAL:	12,248.54

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PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201610059072	05 -5218313	ELECTRIC UTIL ELEC UTIL- PARKING AUTH	080418	104.79
			FUND	05 PARKING AUTHORITY	TOTAL:	104.79

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201610189102	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	080496	150.00
		I-201610189103	08 -5549308	CONTRACT SERV REIMB OF MILEAGE MEAL DELIVERY	080496	106.92
01-E00207	EMMA E. BELLIS					
		I-201610189104	08 -5549308	CONTRACT SERV REIMB OF MILEAGE MEAL DELIVERY	080516	91.80
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP48613340	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	080518	542.36
01-G00288	GERALDINE E MALKOWSKI					
		I-201610189105	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	080523	165.00
		I-201610189106	08 -5549308	CONTRACT SERV REIMB OF MILEAGE MEAL DELIVERY	080523	97.20
01-S00249	MORGAN STANLEY SMITH BA					
		I-201610189110	08 -5549110	PENSION-DEFIN PENSION CONT-NUTRITION	080570	1,061.00
01-T00449	TOMI NICOLE TAYLOR					
		I-201610189107	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	080577	15.00
		I-201610189108	08 -5549308	CONTRACT SERV REIMB MILEAGE MEAL DELIVERY	080577	11.88
01-U00020	UNITED STATES CELLULAR					
		I-0156761059	08 -5549315	TELEPHONE UTI CELLPHONE EXP-NUTRITION	080475	121.50
				FUND 08 NUTRITION	TOTAL:	2,362.66

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL	I-150	09 -5864365	ALFA ESCROW L PARTICIPATION FEE-LF	080498	3,969.00
			FUND	09 LANDFILL RES./SUB-TITLE DTOTAL:		3,969.00

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND						
		I-201610059073	27	-5655328	INTERNET SERV UTIL- INTERNET SVS- TOURISM	080410	180.10
01-C00149	CANON FINANCIAL SERVICE						
		I-16581424	27	-5655318	PRINTING MO. COPIER LEASE TOU	080506	99.00
01-C00469	CITY OF MCALESTER SPECI						
		I-16-00731	27	-5655214	TOURISM EXPEN EXPO RENTAL-RANCH SHOW	080509	500.00
01-F00015	FLEETCOR TECHNOLOGIES						
		I-NP48613340	27	-5655212	FUEL EXPENSE FUEL EXP-TOURISM	080518	49.85
01-G00369	DESERT NEWCO, LLC						
		I-16-00751	27	-5655317	ADVERTISING ANNUAL RENEWAL	080524	100.00
01-K00208	CHOCTAW COUNTRY						
		I-16-00765 10/07/16	27	-5655317	ADVERTISING AD FOR 2017 GUIDE	080536	1,800.00
01-L00075	LAKE EUFAULA ASSOC INC						
		I-16-00536	27	-5655317	ADVERTISING TOURISM ADVERTISEMENT	080539	2,100.00
01-000137	OKLA TOURISM/RECREATION						
		I-1351-13325	27	-5655214	TOURISM EXPEN BROCHURE MAILING FEES	080558	139.59
01-000589	ORIENTAL TRADING CO.						
		I-679891222	27	-5655214	TOURISM EXPEN MISC SUPPLIES	080562	159.98
01-S00184	SECURITY BANK CARD CENT						
		I-201610129097	27	-5655317	ADVERTISING ADVERTISING EXP- TOURISM	080469	168.57
		I-201610129097	27	-5655331	TRAVEL & TRAI TOURISM TRAVEL EXP- OKC MEET	080469	25.85
		I-201610129097	27	-5655331	TRAVEL & TRAI TOURISM TRAVEL EXP- OTIA SUMM	080469	90.00
01-S00249	MORGAN STANLEY SMITH BA						
		I-201610189110	27	-5655110	PENSION-DEFIN PENSION CONT-TOURISM	080570	720.00
01-T00058	BIZTEL COMMUNICATIONS						
		I-6916	27	-5655202	OPERATING SUP PHONE REPAIRS-TOURIS	080575	85.00
01-U00020	UNITED STATES CELLULAR						
		I-0156761059	27	-5655315	TELEPHONE UTI CELLPHONE EXP-TOURISM	080475	40.50
01-V00089	VICARS FURNITURE FACTOR						
		I-128824	27	-5655214	TOURISM EXPEN OFFICE FURNITURE	080585	1,395.00
01-W00040	WALMART COMMUNITY BRC						
		I-08830	27	-5655202	OPERATING SUP MISC OFFICE SUPPLIES	080587	47.60
					FUND 27 TOURISM FUND	TOTAL:	7,701.04

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00245	CATHEY & ASSOCIATES, L.	I-41026	28	-5654316	REPAIRS & MAI REPAIR DOOR LOCKS	080507	700.00
01-C00320	CENTERPOINT ENERGY ARKL	I-201610129094	28	-5654314	GAS UTILITY GAS UTIL- EXPO	080465	78.31
01-C00580	COCA COLA BOTTLING CO	I-40775903	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	080510	306.00
		I-81581806	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	080510	434.00
01-F00015	FLEETCOR TECHNOLOGIES	I-NP48613340	28	-5654212	FUEL EXPENSE FUEL EXP-EXPO	080518	43.99
01-G00490	GRISSOM IMPLEMENT INC	I-589293	28	-5654203	REPAIR & MAIN GATOR SEAT REPLACEMENT	080525	239.90
01-J00110	JACKIE BRANNON CORR. CT	I-20170371	28	-5654308	CONTRACT SERV INMATE FEES	080534	133.85
01-L00428	LOWE'S CREDIT SERVICES	I-909003	28	-5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	080542	24.60
01-S00184	SECURITY BANK CARD CENT	I-201610129097	28	-5654210	CONCESSION SU COM SVS EXP-CONCESSION SUPP	080469	203.94
01-S00249	MORGAN STANLEY SMITH BA	I-201610189110	28	-5654110	PENSION-DEFIN PENSION CONT-EXPO	080570	1,397.00
01-S00580	AT & T	I-201610129086	28	-5654315	TELEPHONE UTI UTIL PHONE-ATM LINE @ EXPO	080470	125.90
01-S00704	SPROCKET WIRELESS (AKA	I-000606431	28	-5654328	INTERNET SERV INTERNET SVS- EXPO	080474	87.93
01-U00020	UNITED STATES CELLULAR	I-0156761059	28	-5654315	TELEPHONE UTI CELLPHONE EXP-EXPO	080475	121.50
01-W00040	WALMART COMMUNITY BRC	I-03048A	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	080587	29.22
		I-04012	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	080587	23.68
		I-07303A	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	080587	114.07
				FUND	28 SE EXPO CENTER	TOTAL:	4,063.89

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201610059077	29 -5324315	TELEPHONE UTI PHONE UTIL- E-911 HOST CIRCUIT	080411	781.25
		I-201610059078	29 -5324315	TELEPHONE UTI PHONE UTIL-911 CTY HOST CIRCUIT	080412	198.00
		I-201610129095	29 -5324315	TELEPHONE UTI UTIL PHONE-HOST CIRCUIT E-911	080464	781.25
01-C00146	CANADIAN VALLEY TELEPHO					
		I-1974SZ00801.047	29 -5324315	TELEPHONE UTI PHONE UTIL- 911 CTY TRUNK LINE	080414	113.36
01-C00859	PAUL M. BARBOUR DBA CRI					
		I-120	29 -5324331	EMPLOYEE TRAV CRISIS NEG TRAINING	080511	200.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP48613340	29 -5324212	FUEL EXPENSE FUEL EXP- E-911	080518	36.76
01-000276	OKLA DEPT OF PUBLIC SAF					
		I-04-1702074	29 -5324308	CONTRACTED SE TELETYPE RENTAL	080560	350.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-201610189110	29 -5324110	PENSION-DEFIN PENSION CONT-E-911	080570	3,921.00
01-S00580	AT & T					
		I-201610059076	29 -5324315	TELEPHONE UTI PHONE UTIL- 911 WIRELESS	080420	228.36
		I-201610059079	29 -5324315	TELEPHONE UTI UTIL PHONE- E911	080421	5,818.42
		I-201610129088	29 -5324401	CAPITAL OUTLA UTIL PHONE- EQUIP LEASE	080472	2,403.33
01-U00020	UNITED STATES CELLULAR					
		I-0156761059	29 -5324315	TELEPHONE UTI CELLPHONE EXP-E-911	080475	60.75
				FUND 29 E-911	TOTAL:	14,892.48

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	LERoy ALSUP	I-201610189112	30	-5652202	OPERATING SUP LEROY ALSUP: MISC OFFICE SUPPL	080493	55.25
01-F00015	FLEETCOR TECHNOLOGIES						
		I-NP48613340	30	-5652212	FUEL EXPENSE FUEL EXP-ECON DEV	080518	11.95
01-S00184	SECURITY BANK CARD CENT						
		I-201610129097	30	-5652350	BUSINESS DEVE BUS DEV TRAVEL EXP- MDSA WASH	080469	1,618.94
		I-201610129097	30	-5652350	BUSINESS DEVE BUS DEV- TRAINING EXP	080469	28.00
		I-201610129097	30	-5652331	EMPLOYEE TRAV BUS DEV TRAVEL EXP- IEDC	080469	592.96
		I-201610129097	30	-5652331	EMPLOYEE TRAV BUS DEV TRAVEL EXP- MDSA WASH	080469	1,095.78
		I-201610129097	30	-5652331	EMPLOYEE TRAV BUS DEV TRAVEL EXP- TRADE SHOW	080469	333.76
		I-201610129097	30	-5652350	BUSINESS DEVE BUS DEV TRAVEL EXP- BUS MEETIN	080469	30.00
		I-201610129097	30	-5652350	BUSINESS DEVE BUS DEV TRAVEL EXP- SEMINAR	080469	48.64
		I-201610129097	30	-5652350	BUSINESS DEVE BUS DEV TRAVEL EXP- BUS MEETIN	080469	49.80
		I-201610129097	30	-5652331	EMPLOYEE TRAV BUS DEV TRAVEL EXP- SE GOLF	080469	266.58
		I-201610129097	30	-5652350	BUSINESS DEVE BUS DEV TRAVEL EXP- MDSA WASH	080469	2,223.31
		I-201610129097	30	-5652331	EMPLOYEE TRAV BUS DEV TRAVEL EXP- ICSC	080469	590.00
		I-201610129097	30	-5652350	BUSINESS DEVE BUS DEV TRAVEL EXP- BUS MEETIN	080469	19.02
01-S00249	MORGAN STANLEY SMITH BA						
		I-201610189110	30	-5652114	PENSION-DEFIN PENSION CONT-ECON DEV	080570	1,226.00
01-T00231	THE SPECTRUM GROUP MEMB						
		I-11182	30	-5211361	DEFENSE CONSU CONSULTANT SVS-MDSA	080576	3,581.25
		I-11182	30	-5652343	2016 OSMPC GR CONSULTANT SVS-MDSA	080576	1,193.75
					FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	12,964.99

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00157	MARYLAND MATERIALS, LLC	I-115709	32 -5215225	DEAK WALKING SHADE KITES-DEAK PLAYGRND	080543	5,979.00
01-N00292	NOAH'S PARK AND PLAYGRO	I-6718	32 -5215225	DEAK WALKING EQUIP-DEAK WALKING TRACK	080556	2,313.25
			FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:	8,292.25

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00052	UTILITY TECHNOLOGY SERV	I-S101986913.002	33 -5971517	2015 CDBG PRO METERS FOR CDBG 2015 PROJ	080582	5,375.00
			FUND	33 CDBG GRANTS FUND	TOTAL:	5,375.00

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00629	MUTUAL ASSURANCE ADIMIN	I-1610WC1111	36 -5215315	THIRD PARTY A W/C ADMIN	080547	941.68
				FUND 36 WORKER'S COMPENSATION	TOTAL:	941.68

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00016	HD SUPPLY WATERWORKS, L	I-G224094	41 -5974405	WTP LAGOONS & DRYING BED SUPPLIES- WTP	080526	254.67
01-MC0095	RICK MCFADDEN	I-002977	41 -5974401	CAPITAL OUTLA AUTOMATIC GATE-WTP	080549	9,975.00
01-V00019	VALLEY ELECTRIC SERVICE	I-12611	41 -5974401	CAPITAL OUTLA ELECTRIC FOR WTP GATE	080584	4,983.00
		I-12612	41 -5974401	CAPITAL OUTLA ELECTRIC FOR WTP GATE	080584	115.00
			FUND 41 CIP FUND		TOTAL:	15,327.67

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00225	DEFRANGE AUTOCRAFTS	I-2865	42 -5321401	CAPITAL OUTLA 2015 CHEV BED LINER	080513	850.00
				FUND 42 FEDERAL FORFEITURE FUND TOTAL:		850.00

PACKET : 14680 14686 14690 14692 14711 14712

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00311	SHI INTERNATIONAL CORP					
		I-B05570090	44 -5225401	TECHNOLOGY UP SERVERS, SOFTWARE, ETC.	080571	3,227.12
01-S00726	STAPLES ADVANTAGE					
		I-3315775164	44 -5225402	SOFTWARE & TE MISC HARDWARE/SOFTWARE	080573	19.99
		I-3317032217	44 -5225402	SOFTWARE & TE MISC HARDWARE/SOFTWARE	080573	79.47
			FUND 44	TECHNOLOGY FUND	TOTAL:	3,326.58
					REPORT GRAND TOTAL:	414,066.91

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	01 -2100	CLEET PAYABLE (COURT)	6,193.45				
	01 -2101	AFIS PAYABLE - COURT	3,414.10				
	01 -2102	FORENSICS PAYABLE (COURT)	3,298.07				
	01 -2103	OBN PAYABLE (COURT)	113.64				
	01 -5101202	OPERATING SUPPLIES	9.30	1,900		111.17	
	01 -5210302	CONSULTANTS/LABOR RELATION	1,725.00	45,000		34,835.00	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	1,647.20	6,700		3,232.39	
	01 -5210480	CONSINGENCY	400.00	25,000		15,293.73	
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	398.00	5,500		3,682.56	
	01 -5212317	ADVERTISING & PRINTING	411.80	2,500		1,460.91	
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	431.40	3,000		1,581.84	
	01 -5214302	CONSULTANTS	2,775.00	70,000		38,316.68	
	01 -5215110	PENSION - DEFINED BENEFIT	26,007.00	312,088		208,060.00	
	01 -5215202	OPERATING SUPPLIES	586.52	29,052		11,777.07	
	01 -5215301	AUDITING	2,500.00	20,000		10,000.00-	Y
	01 -5215312	EQUIPMENT RENTALS	2,210.37	27,205		2,405.00	
	01 -5215313	ELECTRIC UTILITY	31,856.80	314,522		215,318.56	
	01 -5215314	GAS UTILITY	468.97	28,200		26,540.70	
	01 -5215315	TELEPHONE UTILITY	2,551.50	38,000		18,700.19	
	01 -5215322	LIABILITY INSURANCE/BONDS	1,135.00	168,200		45,270.16	
	01 -5225212	FUEL EXPENSE	75.13	1,000		772.90	
	01 -5225349	SOFTWARE MAINTENANCE	1,465.00	72,000		2,311.93	
	01 -5320202	OPERATING EXPENSE	428.50	2,850		1,479.02	
	01 -5320328	INTERNET SERVICE	98.56	1,500		1,105.76	
	01 -5321202	OPERATING SUPPLIES	298.84	11,875		8,053.33	
	01 -5321212	FUEL EXPENSE	6,374.27	75,000		54,892.91	
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	614.45	9,500		8,326.71	
	01 -5322212	FUEL EXPENSE	231.90	3,895		3,172.59	
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	100.00	2,500		1,561.00	
	01 -5431202	OPERATING SUPPLIES	828.16	15,100		11,283.46	
	01 -5431203	REPAIRS & MAINT SUPPLIES	59.92	7,075		4,762.31	
	01 -5431212	FUEL EXPENSE	1,146.69	15,211		11,139.12	
	01 -5431329	PROMOTIONAL	415.00	3,500		3,085.00	
	01 -5431330	DUES & SUBSCRIPTIONS	239.00	8,000		6,511.00	
	01 -5432202	OPERATING SUPPLIES	1,925.13	25,600		17,096.85	
	01 -5432212	FUEL EXPENSE	1,047.85	6,500		3,606.14	
	01 -5432308	CONTRACTED SERVICES	4,878.07	70,500		56,718.75	
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,075.99	40,850		19,424.30	
	01 -5542212	FUEL EXPENSE	1,140.79	16,500		11,161.62	
	01 -5542308	CONTRACTED SERVICES	172.70	14,000		4,216.00	
	01 -5542328	INTERNET SERVICE	153.48	1,830		1,217.25	
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	754.72	3,000		1,365.28	
	01 -5543203	REPAIRS & MAINT SUPPLIES	228.65	10,400		4,803.44-	Y
	01 -5543316	REPAIRS & MAINTENANCE	1,985.00	9,500		7,515.00	
	01 -5544203	REPAIRS & MAINTENANCE SUPP	74.42	13,480		9,263.70	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5544212	FUEL EXPENSE	179.19	2,070	1,375.44				
01	-5544328	INTERNET SERVICE	52.08	1,285	1,128.76				
01	-5547203	REPAIRS & MAINT SUPPLIES	85.95	11,400	7,234.05				
01	-5547212	FUEL EXPENSE	199.68	7,543	5,202.31				
01	-5548203	REPAIRS & MAINTENANCE SUPP	2,042.67	36,500	16,230.20				
01	-5548204	SMALL TOOLS	376.58	1,000	518.26		Y		
01	-5548212	FUEL EXPENSE	168.95	3,000	2,424.31				
01	-5548311	PARKING RENTAL	485.00	4,500	0.00				
01	-5548316	REPAIRS & MAINTENANCE	1,113.00	20,900	11,808.18				
01	-5548328	INTERNET SERVICE	75.97	912	608.12				
01	-5652212	FUEL EXPENSE	304.24	3,525	2,901.78				
01	-5652317	ADVERTISING & PRINTING	163.35	2,300	1,900.00				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	42.25	3,600	3,457.75				
01	-5653202	OPERATING SUPPLIES	191.00	713	522.00				
01	-5653212	FUEL EXPENSE	48.46	1,100	918.25				
01	-5653213	SAFETY EXPENSE	375.25	25,500	16,816.68				
01	-5653308	CONTRACTED SERVICES	1,180.00	7,500	5,000.00				
01	-5653317	ADVERTISING & PRINTING	86.30	2,000	1,388.28				
01	-5653331	EMPLOYEE TRAVEL & TRAININ	249.00	2,000	1,211.35				
01	-5653348	DRUG TESTING/PHYSICALS	1,014.90	8,000	3,851.50				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	930.74	44,025	28,095.00				
01	-5865212	FUEL EXPENSE	1,556.92	22,962	14,676.25				
01	-5865218	STREET REPAIRS & MAINTENAN	9,843.00	235,000	34,482.71				
01	-5865328	INTERNET SERVICE	75.96	1,910	1,354.45				
02	-5216212	FUEL EXPENSE	619.58	11,250	9,373.99				
02	-5216317	POSTAGE	1,758.89	32,000	21,838.46				
02	-5216336	FEES	773.70	24,100	17,284.41				
02	-5267110	PENSION - DEFINED BENEFIT	12,769.00	153,238	102,162.00				
02	-5267313	ELECTRIC UTILITY	38,448.63	423,835	305,815.09				
02	-5267314	GAS UTILITY	71.61	8,000	7,694.64				
02	-5267315	TELEPHONE UTILITY	7,777.17	109,575	74,005.33				
02	-5267316	REPAIRS & MAINTENANCE	14.30	4,750	4,707.10				
02	-5866212	FUEL EXPENSE	635.33	7,850	6,496.35				
02	-5866307	CONTRACTED RECYCLE SERVICE	1,890.00	23,000	12,200.00				
02	-5871212	FUEL EXPENSE	51.24	1,100	870.08				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	289.47	3,000	2,449.71				
02	-5973203	REPAIRS & MAINT SUPPLIES	1,530.99	40,500	19,876.30				
02	-5973212	FUEL EXPENSE	559.28	10,950	9,040.62				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,800.00	21,600	0.00				
02	-5973304	LAB TESTING	874.44	32,100	14,964.32				
02	-5973328	INTERNET SERVICE	160.20	824	255.08				
02	-5974302	CONSULTANTS	98,702.75	1,219,976	834,300.03				
02	-5975209	UTILITY MAINTENANCE SUPP.	9,632.55	84,000	25,303.20				
02	-5975212	FUEL EXPENSE	1,688.12	22,500	16,974.83				
02	-5975328	INTERNET SERVICE	67.51	785	514.96				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
03	-5876110	PENSION-DEFINED BENEFIT	954.00	11,448	7,632.00			
03	-5876208	LAND MAINTENANCE SUPP.	3,375.00	2,000	1,375.00-	Y		
03	-5876212	FUEL EXPENSE	245.82	2,400	1,712.89			
03	-5876313	ELECTRIC UTILITY	1,953.22	15,650	9,719.28			
03	-5876315	TELEPHONE UTILITY	40.50	340	191.91			
03	-5876401	CAPITAL OUTLAY	5,680.00	25,000	5,070.00			
05	-5218313	ELECTRIC UTILITY	104.79	2,000	1,687.50			
08	-5549110	PENSION-DEFINED BENEFIT	1,061.00	12,734	8,490.00			
08	-5549212	FUEL EXPENSE	542.36	8,366	6,708.81			
08	-5549308	CONTRACT SERVICES	637.80	15,500	10,676.36			
08	-5549315	TELEPHONE UTILITY	121.50	4,610	3,302.30			
09	-5864365	ALFA ESCROW LIABILITY PAYM	3,969.00	24,000	8,000.00			
27	-5655110	PENSION-DEFINED BENEFIT	720.00	8,645	5,765.00			
27	-5655202	OPERATING SUPPLIES	132.60	2,500	1,893.34			
27	-5655212	FUEL EXPENSE	49.85	537	377.94			
27	-5655214	TOURISM EXPENSE	2,194.57	34,500	28,324.43			
27	-5655315	TELEPHONE UTILITY	40.50	1,000	779.34			
27	-5655317	ADVERTISING	4,168.57	30,000	24,412.66			
27	-5655318	PRINTING	99.00	15,000	5,603.73			
27	-5655328	INTERNET SERVICE	180.10	1,200	932.85			
27	-5655331	TRAVEL & TRAINING	115.85	4,000	2,094.87			
28	-5654110	PENSION-DEFINED BENEFIT	1,397.00	16,766	11,178.00			
28	-5654203	REPAIR & MAINT SUPPLIES	264.50	20,000	15,549.61			
28	-5654210	CONCESSION SUPPLIES	1,110.91	25,000	16,907.68			
28	-5654212	FUEL EXPENSE	43.99	1,450	1,251.83			
28	-5654308	CONTRACT SERVICES	133.85	3,000	1,787.49			
28	-5654314	GAS UTILITY	78.31	26,600	26,388.31			
28	-5654315	TELEPHONE UTILITY	247.40	2,800	1,767.18			
28	-5654316	REPAIRS & MAINTENANCE	700.00	35,000	24,067.88			
28	-5654328	INTERNET SERVICE	87.93	1,200	193.61			
29	-5324110	PENSION-DEFINED BENEFIT	3,921.00	47,060	31,376.00			
29	-5324212	FUEL EXPENSE	36.76	1,449	1,343.16			
29	-5324308	CONTRACTED SERVICES	350.00	59,483	55,355.00			
29	-5324315	TELEPHONE UTILITY	7,981.39	98,015	65,921.64			
29	-5324331	EMPLOYEE TRAVEL & TRAININ	200.00	6,500	5,220.00			
29	-5324401	CAPITAL OUTLAY	2,403.33	38,900	29,286.68			
30	-5211361	DEFENSE CONSULTANT SERVICE	3,581.25	49,000	3,581.25-	Y		
30	-5652114	PENSION-DEFINED CONTRIBUTI	1,226.00	6,193	526.37-	Y		
30	-5652202	OPERATING SUPPLIES	55.25	4,000	3,608.75			
30	-5652212	FUEL EXPENSE	11.95	3,700	3,582.43			
30	-5652331	EMPLOYEE TRAVEL & TRAINING	2,879.08	25,000	16,656.86			
30	-5652343	2016 OSMPC GRANT-DEFENSE D	1,193.75	193,257	177,063.25			
30	-5652350	BUSINESS DEVELOPMENT EXPEN	4,017.71	24,600	11,694.88			
32	-5215225	DEAK WALKING TRACK EXPENSE	8,292.25	0	34,842.05-	Y		
33	-5971517	2015 CDBG PROJECT	5,375.00	233,694	103,537.05			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	35 -5862110	PENSION-DEFINED BENEFIT	1,991.00	23,896	15,932.00		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	3,520.09	226,845	141,422.58		
	35 -5862212	FUEL EXPENSE	133.46	1,871	1,434.96		
	35 -5862315	TELEPHONE UTILITY	101.25	750	430.07		
	36 -5215315	THIRD PARTY ADM FEES	941.68	11,300	0.00		
	41 -5974401	CAPITAL OUTLAY	15,073.00	18,493	3,420.00		
	41 -5974405	WTP LAGOONS & DRYING BEDS	254.67	284,390	245,595.44		
	42 -5321401	CAPITAL OUTLAY	850.00	33,000	17,633.44		
	44 -5225401	TECHNOLOGY UPGRADES	3,227.12	274,774	135,806.19		
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	99.46	50,000	43,686.86		
	** 2016-2017 YEAR TOTALS **		414,066.91				

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	10/2016	135,785.78
02	10/2016	180,114.76
03	10/2016	12,248.54
05	10/2016	104.79
08	10/2016	2,362.66
09	10/2016	3,969.00
11	10/2016	0.00
16	10/2016	0.00
24	10/2016	0.00
26	10/2016	0.00
27	10/2016	7,701.04
28	10/2016	4,063.89
29	10/2016	14,892.48
30	10/2016	12,964.99
32	10/2016	8,292.25
33	10/2016	5,375.00
35	10/2016	5,745.80
36	10/2016	941.68
38	10/2016	0.00
41	10/2016	15,327.67
42	10/2016	850.00
44	10/2016	3,326.58
46	10/2016	0.00
		414,066.91
		414,066.91



McAlester City Council

AGENDA REPORT

TABLED FROM OCTOBER 11TH MEETING

Meeting Date:	<u>October 25, 2016</u>	Item Number:	<u>Consent Agenda C</u>
Department:	<u>Finance</u>		
Prepared By:	<u>Toni Ervin</u>	Account Code:	<u></u>
Date Prepared:	<u>October 4, 2016</u>	Budgeted Amount:	<u>\$12,800.00</u>
		Exhibits:	<u>20</u>

Subject

Consider and act upon, authorization of payment to Old Town Association, Invoice 536909, in the amount of \$5,443.75 to reimburse the Association for expenses incurred for the Wild West Festival per agreement dated June 14, 2016.

Recommendation

Motion to approve payment to Old Town Association, Invoice 536909, in the amount of \$5,443.75 for Wild West Festival Expenses.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>TE</u>	<u>October 4, 2016</u>
City Manager	<u>P. Stasiak</u>	<u></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.



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 G. Bester

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



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

SHIPPED TO:

Sheila Norman

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

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

\$7,356.25
PAY THIS
AMOUNT

THANK YOU FOR YOUR BUSINESS!

K95.5 Inc. dba
 KTNT / BLAKE FM102.5 FM
 PO BOX 956
 UFAULA OK 74432-0956
 18 689 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
BalForward	8/1/2016	Bal	Balance Forward as of 7/31/2016	0.00	0.00
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. --- Half Page \$675.00				675.00	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

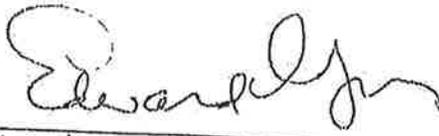
DUE DATE 09/01/2016

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
 MCALESTER 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

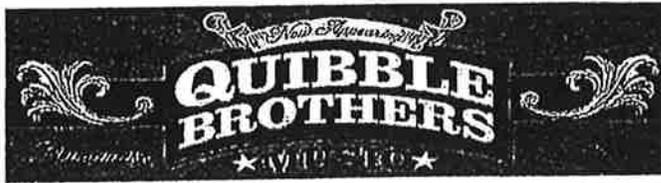
Dallas, TX 75205

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.

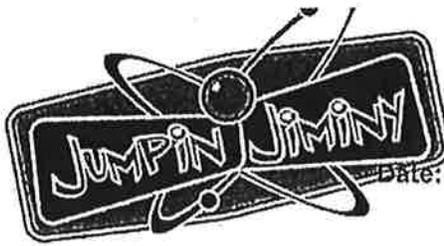
11. The agreement of the Artists to perform is subject to detention by major illness, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond their control. In the event Artists are unable to perform under these circumstances, Purchaser's balance and deposit shall 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

City of McAlester
 119 E. Choctaw; Suite 101

 McAlester, OK 74501

Event Information

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

Edward L. Jones
 Lessee (renter)

9/16/2016
 Date

 Lessor

P.O. Box 9454
Tulsa, OK 74157
8-291-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.**

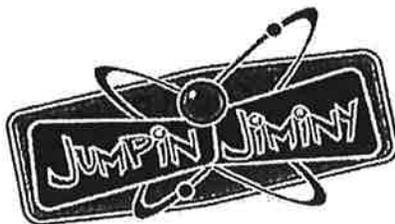
Private/Personal events: Deposit of 50% is due six days prior to event date. Balance due with cash or credit card on event date. No checks on delivery.

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
8-291-JUMP
Fax: 918-445-4106
www.jumpinjiminyinc.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.

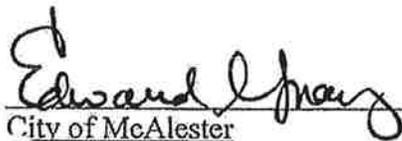
POWER/WATER: City of McAlester, must have their own 20-amp circuit breaker for each needed blower to run effectively. However generators may be rented from Jumpin' Jiminy, Inc. In addition, Jumpin' Jiminy, Inc. equipment cannot be set up further than 100 feet away from the electric source. All cords 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.

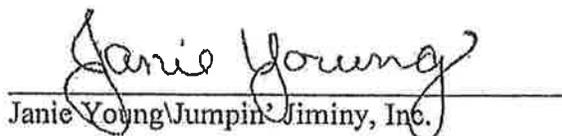
SETUP/INSTALLATION: City of McAlester is responsible for the marking of all underground lines (including, but not limited to water, gas, sprinkler, electric, refrigerant lines) that may be affected by the staking of the rented equipment. City of McAlester is also responsible for any repair costs that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



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 **Item Number:** Consent Agenda D
Department: _____
Prepared By: Steve Browne, Mayor **Account Code:** _____
Date Prepared: October 18, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 3

Subject

Consider and act upon, to concur with the Mayor's appointment of Mr. Steve Harrison, 37 Georgetown Circle, McAlester, 74501 to the McAlester Library Advisory Board for a term beginning October 26, 2016 and ending December 31, 2020.

Recommendation

Staff recommends concurrence with the Mayor's appointment of Steve Harrison to the McAlester Library Advisory Board.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



Southeastern Public Library
System of Oklahoma

McALESTER PUBLIC LIBRARY
401 North Second Street
McAlester, Oklahoma 74501
918.426.0930

October 18, 2016

Mayor John Browne and
McAlester City Council Members
28 E. Washington Ave.
PO Box 578
McAlester, OK 74502

Dear Mayor and Council,

This letter is to inform you of the resignation of Heather Para from the McAlester Public Library Advisory Board, and to ask that you appoint her replacement. Her letter of resignation is attached. I am also asking that you appoint another member to the Advisory Board to replace Yvonne Wallis, whose term ends December 31, 2016. Mrs. Wallis is not eligible to serve another term.

Minutes of a Special Meeting held Monday, October 17, 2016 to recommend these appointments are attached.

I and the Advisory Board ask that you appoint Steve Harrison to immediately fill Ms. Para's term, set to end in December, 2020. As you know, Mr. Harrison is a distinguished member of the community who has served on the City Council and as Mayor. His 35-year membership in the Oklahoma Society of CPAs makes him a particularly apt choice for this position, which will entail a seat on the Board of Trustees of the Southeastern Public Library System of Oklahoma, and membership on both the Budget and Personnel Committees of that entity.

We also respectfully ask that you approve the appointment of Mrs. Proctor, retired administrative assistant and office manager for the Scottish Rite Temple, for a five-year term beginning in January, 2017. She is currently an Elder and Treasurer at First Presbyterian Church, and serves on the Board of Directors of Burgundy Place and Hospice of McAlester. She is also a member of the Fortnightly Literary Club and is Past President of PEO, Chapter AT.

Thank you for your consideration.

Sincerely,

Kathy McGilberry
Head Librarian

enc

Kathy McGilberry

From: Heather Para <heatherpara@yahoo.com>
Sent: Monday, October 10, 2016 9:11 AM
To: Michael Hull; Kathy McGilberry
Subject: News.

Dear Mike and Kathy,

Unfortunately I am writing regarding my resignation from the SEPLSO and library boards. Brexit has put a lot of pressure on foreign academics in the U.K., and I've already lost one advisor to Brexit cuts. I need to clear my schedule to focus on finishing my dissertation quickly before things get worse. Frankly there are not enough hours in the day, I'm not sleeping much, and I'm still further behind than I would like.

I do not feel that I have the time or attention to devote to the library as I would like to, and while I am devoted to the library and its continued development, the time has come for me to get out of the way for someone with more time to give to the cause. I have been agonizing over this decision for a few months, and while there is never a convenient time for this to happen, I am very sorry it is happening when there is so much change potential within the system.

I do not know the proper procedure for resigning, so if there is need to submit a letter to the city or some other element I need to handle, please alert me to that.

I cannot thank either of you enough for allowing me to be a part of the big picture for a time. I do love the library and don't intend to vanish entirely from the scene. This, however, is the best decision for me for now.

Best regards,

Heather Para

McAlester Public Library Advisory Board

Minutes of Special Meeting

October 17, 2016

Call to Order

The McAlester Public Library Advisory Board met in the Conference Room of the McAlester Public Library on Monday, October 17, 2016. The meeting was called to order at 4:07 p.m. by Vice-Chairman Jayna Santine. Board members present were Jan Grubbs, Jan Isenberg, Bill McMahan, Jayna Santine, Deloures Smith, and Yvonne Wallis. Also present were Kathy McGilberry (Head librarian) and Janice Saaranen (Library assistant) and Steve Harrison.

Jayna Santine called the meeting to order. Janice Saaranen called roll. A motion to approve the September 22, 2016 meeting minutes was made by Bill McMahan. Deloures Smith seconded the motion and the motion was unanimously passed by the board.

New Business

A resignation letter from Advisory Board Chairman Heather Para was read to the board by Kathy McGilberry. Para resigned from the Advisory Board and from the SEPLSO Board, citing conflicts with her increased work load in private life. The motion to accept the resignation was made by Jan Isenberg, seconded by Bill McMahan. The board passed the motion unanimously.

Board member Yvonne Wallis referred to a September 22, 2016 discussion on changes to SEPLSO operating policy. She explained the reasons for the last revision changes made in 2011 and how the new proposed changes would differ. SEPLSO Director Michael Hull joined the meeting at 4:25 pm and answered questions from the board concerning proposed changes.

Old Business

There was no old business.

Nominating Committee Report

Vice Chairman Santine asked for nominees to replace the resigned Advisory Board Chairman. Jan Grubbs nominated Jayna Santine. Jan Grubbs was then nominated as Vice Chairman. Both board members accepted the nominations. Jan Isenberg made a motion to approve the appointments, Deloures Smith seconded the motion. The board vote to approve was unanimous.

A nominee to replace Yvonne Wallis on the Advisory Board was named. Mozelle Proctor was the nominee. A motion to accept the nominee was made by Jan Grubbs. Second was made by Jan Isenberg. The motion was passed by unanimous vote of the board.

Nomination of a new SEPLSO board member to replace Heather Para was made. The nominee for the position is Steve Harrison, former McAlester Mayor and CPA. Bill McMahan made a motion to accept the nomination. Deloures Smith seconded the motion. The board voted unanimously to accept the motion.

Head Librarian Report

Kathy McGilberry, Head Librarian of McAlester Public Library, submitted a written report, and spoke on current library activities and matters.

The city of McAlester had the library carpeting cleaned over the October 8-9, 2016 weekend. On Monday the 10th of October, staff found that the boiler room had flooded and blown a transformer, knocking out some electrical circuits in the building. All damage has since been repaired.

The McAlester Public Library was represented at the Career Fair for 8th graders held at the Expo Center earlier in October. About 1000 eighth grade students visited with Teen Librarian Yuliya Whorton and staff member N. Forrest. The Hoopla digital media service was promoted.

New supplies for upcoming programs and events are being purchased. Repairs and upgrades to existing systems and furnishings are being done. Gutenberg the Bookworm is back on display on the upper mezzanine overlooking the children's area. New display stands and display shelving have been added throughout the library. A new Spanish language section is in the works. New material and shelving has been ordered. A new work station for Reference Librarian Christopher Elliot has been added to the mezzanine level.

SEPLSO report

No report was made.

Friends of the Library report

Yvonne Wallis reported that she had no new business to report as the next meeting of the Friends of the Library is October 18, 2016.

Around the Table

Board members had no topics for discussion.

Adjournment

A motion to adjourn the meeting was made by Jan Grubbs. Second was made by Bill McMahan.



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 **Item Number:** Consent Agenda E
Department: _____
Prepared By: Steve Browne, Mayor **Account Code:** _____
Date Prepared: October 18, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 3

Subject

Consider and act upon, to concur with the Mayor's appointment of Ms. Mozelle Proctor, 308 Eagle Bend, McAlester, 74501 to the McAlester Library Advisory Board for a term beginning January 1, 2017 and ending December 31, 2021.

Recommendation

Staff recommends concurrence with the Mayor's appointment of Mozelle Proctor to the McAlester Library Advisory Board.

Discussion

Approved By

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



Southeastern Public Library
System of Oklahoma

McALESTER PUBLIC LIBRARY
401 North Second Street
McAlester, Oklahoma 74501
918.426.0930

October 18, 2016

Mayor John Browne and
McAlester City Council Members
28 E. Washington Ave.
PO Box 578
McAlester, OK 74502

Dear Mayor and Council,

This letter is to inform you of the resignation of Heather Para from the McAlester Public Library Advisory Board, and to ask that you appoint her replacement. Her letter of resignation is attached. I am also asking that you appoint another member to the Advisory Board to replace Yvonne Wallis, whose term ends December 31, 2016. Mrs. Wallis is not eligible to serve another term.

Minutes of a Special Meeting held Monday, October 17, 2016 to recommend these appointments are attached.

I and the Advisory Board ask that you appoint Steve Harrison to immediately fill Ms. Para's term, set to end in December, 2020. As you know, Mr. Harrison is a distinguished member of the community who has served on the City Council and as Mayor. His 35-year membership in the Oklahoma Society of CPAs makes him a particularly apt choice for this position, which will entail a seat on the Board of Trustees of the Southeastern Public Library System of Oklahoma, and membership on both the Budget and Personnel Committees of that entity.

We also respectfully ask that you approve the appointment of Mrs. Proctor, retired administrative assistant and office manager for the Scottish Rite Temple, for a five-year term beginning in January, 2017. She is currently an Elder and Treasurer at First Presbyterian Church, and serves on the Board of Directors of Burgundy Place and Hospice of McAlester. She is also a member of the Fortnightly Literary Club and is Past President of PEO, Chapter AT.

Thank you for your consideration.

Sincerely,

Kathy McGilberry
Head Librarian

enc

Kathy McGilberry

From: Heather Para <heatherpara@yahoo.com>
Sent: Monday, October 10, 2016 9:11 AM
To: Michael Hull; Kathy McGilberry
Subject: News.

Dear Mike and Kathy,

Unfortunately I am writing regarding my resignation from the SEPLSO and library boards. Brexit has put a lot of pressure on foreign academics in the U.K., and I've already lost one advisor to Brexit cuts. I need to clear my schedule to focus on finishing my dissertation quickly before things get worse. Frankly there are not enough hours in the day, I'm not sleeping much, and I'm still further behind than I would like.

I do not feel that I have the time or attention to devote to the library as I would like to, and while I am devoted to the library and its continued development, the time has come for me to get out of the way for someone with more time to give to the cause. I have been agonizing over this decision for a few months, and while there is never a convenient time for this to happen, I am very sorry it is happening when there is so much change potential within the system.

I do not know the proper procedure for resigning, so if there is need to submit a letter to the city or some other element I need to handle, please alert me to that.

I cannot thank either of you enough for allowing me to be a part of the big picture for a time. I do love the library and don't intend to vanish entirely from the scene. This, however, is the best decision for me for now.

Best regards,

Heather Para

McAlester Public Library Advisory Board

Minutes of Special Meeting

October 17, 2016

Call to Order

The McAlester Public Library Advisory Board met in the Conference Room of the McAlester Public Library on Monday, October 17, 2016. The meeting was called to order at 4:07 p.m. by Vice-Chairman Jayna Santine. Board members present were Jan Grubbs, Jan Isenberg, Bill McMahan, Jayna Santine, Deloures Smith, and Yvonne Wallis. Also present were Kathy McGilberry (Head librarian) and Janice Saaranen (Library assistant) and Steve Harrison.

Jayna Santine called the meeting to order. Janice Saaranen called roll. A motion to approve the September 22, 2016 meeting minutes was made by Bill McMahan. Deloures Smith seconded the motion and the motion was unanimously passed by the board.

New Business

A resignation letter from Advisory Board Chairman Heather Para was read to the board by Kathy McGilberry. Para resigned from the Advisory Board and from the SEPLSO Board, citing conflicts with her increased work load in private life. The motion to accept the resignation was made by Jan Isenberg, seconded by Bill McMahan. The board passed the motion unanimously.

Board member Yvonne Wallis referred to a September 22, 2016 discussion on changes to SEPLSO operating policy. She explained the reasons for the last revision changes made in 2011 and how the new proposed changes would differ. SEPLSO Director Michael Hull joined the meeting at 4:25 pm and answered questions from the board concerning proposed changes.

Old Business

There was no old business.

Nominating Committee Report

Vice Chairman Santine asked for nominees to replace the resigned Advisory Board Chairman. Jan Grubbs nominated Jayna Santine. Jan Grubbs was then nominated as Vice Chairman. Both board members accepted the nominations. Jan Isenberg made a motion to approve the appointments, Deloures Smith seconded the motion. The board vote to approve was unanimous.

A nominee to replace Yvonne Wallis on the Advisory Board was named. Mozelle Proctor was the nominee. A motion to accept the nominee was made by Jan Grubbs. Second was made by Jan Isenberg. The motion was passed by unanimous vote of the board.

Nomination of a new SEPLSO board member to replace Heather Para was made. The nominee for the position is Steve Harrison, former McAlester Mayor and CPA. Bill McMahan made a motion to accept the nomination. Deloures Smith seconded the motion. The board voted unanimously to accept the motion.

Head Librarian Report

Kathy McGilberry, Head Librarian of McAlester Public Library, submitted a written report, and spoke on current library activities and matters.

The city of McAlester had the library carpeting cleaned over the October 8-9, 2016 weekend. On Monday the 10th of October, staff found that the boiler room had flooded and blown a transformer, knocking out some electrical circuits in the building. All damage has since been repaired.

The McAlester Public Library was represented at the Career Fair for 8th graders held at the Expo Center earlier in October. About 1000 eighth grade students visited with Teen Librarian Yuliya Whorton and staff member N. Forrest. The Hoopla digital media service was promoted.

New supplies for upcoming programs and events are being purchased. Repairs and upgrades to existing systems and furnishings are being done. Gutenberg the Bookworm is back on display on the upper mezzanine overlooking the children's area. New display stands and display shelving have been added throughout the library. A new Spanish language section is in the works. New material and shelving has been ordered. A new work station for Reference Librarian Christopher Elliot has been added to the mezzanine level.

SEPLSO report

No report was made.

Friends of the Library report

Yvonne Wallis reported that she had no new business to report as the next meeting of the Friends of the Library is October 18, 2016.

Around the Table

Board members had no topics for discussion.

Adjournment

A motion to adjourn the meeting was made by Jan Grubbs. Second was made by Bill McMahan.



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 Item Number: 1
Department: MRHC
Prepared By: Darryl Linnington, Account Code: _____
MRHC CFO Budgeted Amount: _____
Date Prepared: September 26, 2016 Exhibits: _____

Subject

Presentation of the McAlester Regional Health Center Audit for Fiscal Year 2016.

Recommendation

Presentation

Discussion

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

PJS

10-19-16



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 Item Number: 2
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: October 18, 2016 Budgeted Amount: _____
Exhibits: 4

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

	Initial	Date
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>10-19-16</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-2, 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
014	10/25/16	02	MPWA	Appropriate funds for Residual Handling Project: 1 Full Time Employee, 7 months Che	-	164,800
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
015	10/25/16	41	Capital Fund	Appropriate funds for Residual Handling Dump truck.	80,000	80,000
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
				<u>172,209</u>	<u>3,826,313</u>	

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER ESTABLISHING THE REGULATION OF UTILITY LINES WITHIN THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 106, UTILITIES, ARTICLE II, SECTION 106-46, DEFINITIONS; SECTION 106-47, MINIMUM BURIAL DEPTH; SECTION 106-48, VARIANCES; SECTION 106-49, RESTORATION OF PROPERTY; AND, SECTION 106-50, COSTS AND EXPENSES, REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: Chapter 106, Article II, Section 106-46 to 106-50 of McAlester Code of Ordinances titled “Regulation of Utility Lines” is hereby established to read as follows:

Sec. 106-46. Definitions. Unless specified, the term:

- (1) Utility Line(s) shall mean any underground pipes, cables, lines, conduits, or wires constructed for the transmission of gases, liquids, electrical energy or communications.
- (2) Utilities shall mean any person, firm, or corporation which furnishes or transports by means of an underground conduit any of the materials or services as defined under the term “utility line(s)”.
- (3) Depth shall mean top of utility line below existing ground grade.

Sec. 106-47. Minimum Burial Depth.

- (1) All gas service lines shall be installed at a minimum depth of 18 inches. All main gas lines shall be installed at a minimum depth of 30 inches.
- (2) All water service lines shall be installed at a minimum depth of 18 inches. All main water lines shall be installed at a minimum depth of 30 inches.
- (3) All underground telephone/communication wires shall be installed at a minimum depth of 24 inches.
- (4) All underground power lines shall be installed at a minimum depth of 42 inches.
- (5) All underground cable television lines shall be installed at a minimum depth of 18 inches.

- (6) All gas lines shall be installed at a minimum of 36 inches from the curb and 17 feet from the centerline of any county road, highway, street, etc., and shall be installed at a minimum of 18 inches from any other public utility line, pipe, etc.
- (7) All telephone/communication lines shall be installed a minimum of 18 inches from the curb or 15 ½ feet from the centerline of a county road, highway, street, etc., and shall be installed a minimum of 12 inches from any other public utility line, pipe, etc.
- (8) All electrical lines shall be installed a minimum of 96 inches from the curb or 22 feet from the centerline of any county road, highway, street, etc., and shall be installed a minimum of 24 inches from any other public utility line, pipe, etc.
- (9) All cable television lines shall be installed a minimum of 6 inches from the curb or 14 ½ feet from the centerline of any county road, highway, street, etc., and shall be installed a minimum of 12 inches from any other public utility line, pipe, etc.
- (10) All sanitary sewer main lines shall be installed a minimum of 3 feet deep in any city right-of-way. All sanitary service lines must be a minimum of 18 inches on any city right-of-way.

Sec. 106-48. Variances.

- (1) The City Manager or the City Manager's designee is authorized to approve a variance from the requirements of Section 106-54 of the location standard incorporated of this Code, if, in its opinion, such variance is absolutely necessary under the conditions then and there existing; and, such variance will not create a public hazard or otherwise be detrimental to the best interests of the city and its citizens. The City Manager and City Manager's designee shall keep a record of any and all variances granted under this section. This record shall include the name of the utility to which such variance is granted, the description and location of the variance, and the reasons for granting such variance.

Sec. 106-49. Restoration of Property.

- (1) Any utility shall condemn or utilize only that portion of a public right-of-way necessary for the purpose intended. They shall leave undisturbed the area surrounding the condemned or utilized right-of-way and shall replace or repair, in kind, any structures, shrubbery, driveways, embankments, ground cover, etc., which are altered or disturbed while installing pipes, wires, ditches, or otherwise using the public right-of-way and shall regrade the disturbed area to its original contours.

Sec. 106-50. Costs and Expenses.

- (1) Any costs or expenses incurred by the City in repairing or replacing any structures, etc., as described in this ordinance, which are not left in their original condition by the public utilities may be chargeable to the public utility, including reasonable attorney's fees incurred in the collection of such costs and expenses.

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

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

SECTION 4. EMERGENCY CLAUSE. That an emergency is hereby declared to exist, and for the preservation 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 upon separately by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA 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: October 25, 2016 **Item Number:** 4
Department: _____ **Account Code:** _____
Prepared By: _____ **Budgeted Amount:** _____
Date Prepared: October 18, 2016 **Exhibits:** 1

Subject

Consider and act upon, an Ordinance establishing no Solicitor's Permit requirement for charitable contributions, compulsory background check for a Solicitor Permit, and establishing a Peddler or Solicitor to require an invitation to enter a posted premises.

Recommendation

Motion to approve the Ordinance establishing no Solicitor's Permit requirement for charitable contributions, compulsory background check for a Solicitor Permit, and establishing a Peddler or Solicitor to require an invitation to enter a posted premises.

Discussion

CONSIDER AND ACT UPON AN ORDINANCE TO AMEND AND ADOPT SECTIONS 22-96 AND 22-98. TO BE ADDED TO CHAPTER 22, BUSINESSES, ARTICLE IV, PEDDLERS AND SOLICITORS, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	P. Stasiak <i>PJS</i>	<i>10-19-16</i>

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE TO AMEND AND ADOPT SECTIONS 22-96 AND 22-98. TO BE ADDED TO CHAPTER 22, BUSINESSES, ARTICLE IV, PEDDLERS AND SOLICITORS, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

* * * * *

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL THAT:

SECTION 1: Chapter 22, Division I, Article IV, of the McAlester Code of Ordinances is hereby amended by adoption of Section 22-96, which shall state:

(d) A Solicitor’s Permit is not required for persons soliciting for charitable contributions. ‘Charitable’ shall mean any activity carried on for unselfish, civic or humanitarian motives for the benefit of others and not for private gain.

(e) “Background Check.”
Upon receipt of applications, the applicants and applicant’s business will undergo a criminal background check and additional investigations by the McAlester Police Department as deemed necessary for the protection of the public good. A background check fee is required as provided in Chapter 48.

If as a result of such investigation, the application is found to be unsatisfactory, the City shall so endorse on the application and no license shall be issued.

SECTION 2: Chapter 22, Division I, Article IV, of the McAlester Code of Ordinances is hereby amended by adoption of Section 22-98, which shall state:

(a) “Invitation required to enter posted premises.”
No peddler or solicitor shall enter any premises or attempt to peddle or solicit where the owner or occupant of such premises has indicated his/her desire not to be contacted for sales or solicitations by the placing of a “No Solicitors” sign on those premises, and such entrance or attempt to peddle or solicit shall constitute a trespass upon private property.

SECTION 3: All Ordinances, which are in conflict with the amendment here adopted are hereby repealed.

SECTION 4: EMERGENCY CLAUSE. That an emergency is hereby declared to exist, and for the preservation 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 by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA 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: October 25, 2016 Item Number: 5
Department: _____ Account Code: _____
Prepared By: _____ Budgeted Amount: _____
Date Prepared: October 18, 2016 Exhibits: 1

Subject

Consider and act upon, an Ordinance to adopt the fee schedule for Peddler and Solicitor permits and add a fee for conducting background checks for Peddler and Solicitor permits.

Recommendation

Motion to approve the Ordinance amending the fee schedule for Peddler and Solicitor permits and add a fee for conducting background checks for Peddler and Solicitor permits.

Discussion

CONSIDER AND ACT UPON AN ORDINANCE TO ADOPT SECTION 22-96 AND 22-98. TO BE ADDED TO CHAPTER 22, BUSINESSES, ARTICLE IV, PEDDLERS AND SOLICITORS, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>10-19-16</u>

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE AMENDING CHAPTER 48, FEES, CHARGES AND SERVICE RATES, ARTICLE II, LICENSES GENERALLY, FORMERLY LOCATED IN CHAPTER 22, BUSINESSES, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA, TO AMEND THE FEE SCHEDULE, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: Chapter 48, Article II, of the McAlester Code of Ordinances "Fee Schedule" is hereby amended to read as follows:

(9) Peddler or solicitor, ~~\$100.00~~ \$150.00 per year, or ~~\$10.00~~ \$25.00 per day, or \$55.00 per week. For each additional peddler or solicitor representing the person, the fee or tax shall be ~~\$60.00~~ \$75.00 per year, or ~~\$6.00~~ \$15.00 per day, or \$20.00 per week. The peddler or solicitor shall also pay the estimated Sales Tax to the State Tax Commission prior to issuance of permit. This paragraph shall not apply to peddlers and solicitors engaged in interstate commerce and registered under Section ~~22-91~~ 22-96.

SECTION 2: Chapter 48, Article II, of the McAlester Code of Ordinances "Background Check" is hereby adopted to read as follows:

(e) A \$5.00 background check fee is required upon application for a Peddler or Solicitor Permit as provided in Chapter 22.

SECTION 3: EMERGENCY CLAUSE. That an emergency is hereby declared to exist, and for the preservation 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 by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA 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: October 25, 2016 Item Number: 6
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: October 13, 2016 Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, to authorize the Mayor to accept and sign State Contract #0-3703 for a period of one year for the supplies, pavement marking and striping services of city streets pursuant to Section 2-275 of the McAlester City Code.

Recommendation

Staff recommends authorization of the Mayor to accept and sign State Contract #0-3703 for the supplies, marking, and striping of city streets per the attached list.

Discussion

The attached list contains prioritized streets and locations to be serviced by the contract from Action Safety Supply in the amount of \$31,590.00. Should the higher priority locations require additional work, i.e., scraping, cleaning, etc, for preparation of new applications, funds may be consumed at a faster rate. Funds will be applied to the highest priorities with the remainder to be used in consecutive order.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>10-19-16</u>



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 04-24-2014

Statewide Contract #: SW 776

Contract Title: Traffic Stripe, Paint, Thermoplastic, Pavement Markers, Rumble Strip and Application Services

Addendum Date: 04-08-2016

Addendum #: 2

Action Safety Supply Co has agreed to renew Contract # 0-3703 at the same contract terms for the second annual renewal period

The revised contract period shall now be:

April 23, 2016 through April 22, 2017

Lisa Bradley, CPO
SW Initiatives Contract Officer
OMES / Central Purchasing Division
405-522-4480
Lisa.Bradley@omes.ok.gov



October 18, 2016

RE: 2016 Street Striping Quantities and Locations

Measurements are listed in linear feet

<u>LOCATION</u>	<u>YELLOW</u>	<u>WHITE</u>	<u>TOTAL</u>
Strong Blvd – Monroe Ave. to Electric Ave.	8,200	2,800	11,000
Van Buren Ave. – Strong Blvd to US 69 Service Road	6,600	2,300	8,900
“A” Street – V. Hubert Smith Drive to Electric Ave.	17,000		17,000
V. Hubert Smith Drive – Main St. to “A” Street	3,300		3,300
S. 9 th Street/Hardy Springs Road – South Ave. to US 69 Hwy	12,300	6,100	18,400
College Ave – Strong Blvd to US 69 Service Rd	4,800		4,800
S. 14 th Street – South Ave to US 69 Hwy	11,000		11,000
W. Monroe Ave – Main St. to West St.	6,600		6,600
TOTAL linear feet of 4” wide single striping	69,800	11,200	81,000
TOTAL COST FOR STRIPING AND REMOVAL OF OLD LINES @ \$.39/lf			\$31,590



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 **Item Number:** 7
Department: _____
Prepared By: James Stanford, Computer Support, Joe Breeden, BIZTEL **Account Code:** _____
Date Prepared: October 18, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 4

Subject

Consider and act upon, authorizing the Mayor to sign ACC Business Agreement for managed Internet Service for ISP, 10 mbps Fiber, Southeast Expo Center.

Recommendation

Motion to approve the ACC Business Agreement for managed Internet service.

Discussion

This agreement with ACC Business will allow for the installation of managed Internet service at Southeast Expo Center at a cost of \$599.00 per month, or \$14,376.00 over the next 2 year contract term. ACC Business will waive the installation costs.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak	<i>PJS</i>	<i>10-19-16</i>

		ACC PS160 For Administrative Use Only Master Agreement #: 0 MANAGED INTERNET SERVICE PRICING SCHEDULE For Customer Service Call 1-888-286-2685	
SECTION 1. ACC BUSINESS REPRESENTATION			
Agent / Retention Manager Debbie Clavadetscher			
Agent Contact Person Joe Breeden		Sub-Agent Contact Person 0	
Agent Email Address joe.breeden@biztelok.com		Sub-Agent Email Address 0	
Agent Phone # 918-429-0000	Agent Channel ID # A2498	Sub-Agent Phone # -	Sub-Agent Channel ID # 0
SECTION 2. ACCOUNT INFORMATION (All fields required)			
I. Company Name City of McAlester		II. Billing Company Name: City of McAlester	
Company Street 28 E Washington	Billing Street 28 E Washington		
City McAlester	State Oklahoma	City McAlester	State Oklahoma
Zip Code 74501	Zip Code 74501		
Contact Person John Brown		Billing Contact Person Sheila Norman	
Contact Email Address 0		Billing Contact Email Address sheila.norman@cityofmcalester.com	
Phone # 918-423-9300	Fax # -	Billing Contact Phone # 918-423-9300	Fax # -
III. REQUIRED FOR ALL: Legal Company Name (Parent Company) City of McAlester			
SECTION 3. MIS SERVICE LOCATION INFORMATION FOR SINGLE LOCATION			
Demarc Company Name City of McAlester			
On-Site Local Contact Name (LCON) (required) James Stanford	Alt LCON Contact Name (required) Joe Breeden		
LCON Phone # (required) 918-423-9300	Alt LCON Phone # (required) 918-429-0000		
LCON Email Address (required) james@cityofmcalester.com	ALT LCON Email Address (required) joe.breeden@biztelok.com		
LCON Mobile Phone # 918-424-4961	ALT LCON Mobile Phone # 918-470-4209		
Street Demarc 4500 W Hwy 270		Telephone # of nearest neighbor/business	
Demarc Room & Floor (required) (Inside wiring is the customer's responsibility.) Second Floor IT Room		Primary Technical Customer Contact Name (required) James Stanford	
City McAlester	State Oklahoma	Zip Code 74501	Primary Technical Customer Contact Phone # (required) 918-424-4961
Active phone number at Demarc location (required) 918-423-1092		Primary Technical Customer Contact Email Address (required) james@cityofmcalester.com	
Dedicated Analog Phone # (required for Included CPE) *		Additional Technical Contact (for technical interview and coordination of installation) Additional Technical Customer Contact Name Joe Breeden	
Remarks:		Additional Technical Customer Contact Phone # 918-470-4209	
Additional Technical Customer Contact Email Address joe.breeden@biztelok.com			
Is this site a Carrier Hotel/Data Center? NO	If yes, who owns the Carrier Hotel/Data Center?		
		LSO NPA-NXX (INTERNAL USE ONLY)	
SECTION 4A. ACCOUNT DETAIL INFORMATION			
New Account: YES	Existing Account: NO	Account Number:	
SECTION 4B. BILLING OPTIONS (refer to Billing Options document, found on A.I.M.)			
STANDARD BILLING (Single Account Billing)		YES	
CORPORATE BILLING[†]: \$6.50/mo. Administrative Fee[†] plus \$3.00/mo. each service location[†]		NO	
Corporate Billing Option: Standard - Single Location Billing			
Corporate Billing: Is the above Service address the HQ Location?			
Corporate Billing: Location # 1 of 1			
BILLING REPORT OPTIONS (please provide supporting paperwork):			
Access-a-Bill [†] \$19.95 per month		NO	
BILLING CYCLE (Bill Date Preference)		CYCLE 10	
[†] Charges marked by [†] are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.			

SECTION 4C. ORDER TYPE							
New	YES	Renewal	NO	Inside Move	NO	Outside Move	NO
CHANGE (Change in port speed, CPE, DNS, firewall, etc.)			NO			Multiple (MIS Orders)	NO
Is this Order replacing or changing an existing ACC circuit? *				No			
*If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on the MISMultiloc sheet)							
Existing circuit IDs (required):				Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.):			
SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS							
Term: Co-Termionus			Promo Code(s):				
Other:							
SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations)							
Applicable supporting documentation (SIMPL printout, quote letter and ICB) must be attached							
	PORT SPEED or HiCap Flex Minimum Bandwidth Commitment	Monthly Port Charges and Other Charges all Multi Locations	Total Number Selected	Monthly Port Charges and Other Charges Single Location	CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps)		
Full T1	SELECT				SELECT ONE		
NxT1	SELECT				SELECT ONE		
Fractional + Full T3	SELECT				SELECT ONE		
OCX	SELECT				SELECT ONE		
Ethernet	10 Mbps		1	\$99	Included CPE, Tele-Install \$1,500 (waived) Onsite required for over 100Mbps		
Other Charges	For Changes Complete Section 4C						
Hi-Cap Full T3 MBC	SELECT				SELECT ONE		
Hi-Cap Incr Charge/mbps							
Hi-Cap OC3 MBC	SELECT				SELECT ONE		
Hi-Cap Incr Charge/mbps							
Hi-Cap Ethernet MBC	SELECT				SELECT ONE		
Hi-Cap Incr Charge/mbps							

				Installation Charges	Amount Waived	
Total Port Charges Single Location:				\$99	\$1,500	
LOCAL ACCESS		Monthly Circuit Charges all Multi Locations	Total Number Selected	Monthly Charge Per Circuit Single Location	Installation Charges (Renewals=\$0 Prov. Order = SIMPL charges)	Amount Waived
128K-NxT1 (25 miles from PoP in the 48 states)						
128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states)		SELECT				
Ethernet	Circuit Speed	Total Service (default)	1	\$500		
Fractional/Full T3, OC3, or T3/OC3 On-Net		SELECT				
Full OC12 or OC48 Access arrangement		SELECT				
Ethernet Interface	100 Base TX Electrical					
Total Local Access Charges Single Location			1	\$500	\$0	\$0
SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION						
IPv6/Dual Stack requested		* SELECT				
Domain Name used for service: (additional domains identified during technical interview)						
Primary. # of domains (up to 15 included per MIS port):		SELECT	(additional Primary DNS is \$100/month per 15 domains)			
Secondary. # of domains (up to 15 included per MIS port):		SELECT	(additional Secondary DNS is \$100/month per 15 domains)			
COS (Class of Service)			Monthly Charges	One-Time Install Charges (Waived)		
COS (NxT1 ports require MLPPP)		SELECT	\$0			
PNT (Private Network Transport)			Monthly Charges	One-Time Install Charges (Waived)		
PNT (NxT1 ports require MLPPP)		SELECT	\$0			
			Quantity	Monthly Charges	One-Time Install Charges	
Type?		SELECT	0	\$0		
Choke Router/Outbound Load Balancing?		SELECT		\$0		
Redundant CPE (Cold Standby)?		SELECT		\$0		
Single Location Optional Services Totals:			0	\$0	\$0	
SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION						
				One-Time Move Charge		
Move Charges T1, NxT1, fractional T3, T3 & OCX.				SELECT	\$0	

SECTION 5E. TOTAL ALL CHARGES		BILLED	WAIVED
Total Single Location Monthly Port, Local Access, and Optional Service Charges:		\$599	
Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges:		\$0	\$1,500
SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD			
Portion of Monthly Service Fees Applicable to Minimum Payment Period 50%	Service Components All Service components	Minimum Payment Period Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date)	
The minimum retention period is 12 months for all service components			
SECTION 6. TERMINATION			
The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:			
<ol style="list-style-type: none"> 1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or 2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule. 			
Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an ACC Business Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.			
SECTION 7. TAX EXEMPT INFORMATION			
Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided.		State	YES
		County	YES
		City	YES
SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE			
Customer acknowledges that the terms and conditions set forth in this MIS Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at http://serviceguidenew.att.com/			
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at http://www.att.com/aup/			
If the Hi Cap Flex entries are selected in section 5b customer will be billed for usage that exceeds the selected port speed at the incremental per Mb rate indicated			
When service is ordered for multiple locations of a Corporate Billed account the rates in the MIS Multi Location Worksheet apply.			
Customer		ACC Business	
Name (Printed)	John Brown	Name (Printed)	
Signature By (x)		Signature By (x)	
Company	City of McAlester	Company	ACC Business
Title	Mayor	Title	Contract Specialist
Date	September 21, 2016	Date	



ACC BUSINESS MULTI-SERVICE AGREEMENT

ACC Business MA Reference No. 0

Customer		ACC Business, a division of AT&T Corp.	
Customer Legal Name:	City of McAlester	ACC Business	
Street Address:	28 E Washington		
City:	McAlester		
State/Province:	Oklahoma		
Zip Code:	74501		
Customer Contact (for notices)			
Name:	John Brown	Street Address: 400 West Avenue	
Title:	Mayor	City: Rochester State/Province: NY	
Street Address:	28 E Washington	Zip Code: 14611 Country: USA	
City:	McAlester	State/Province:	Oklahoma
Zip Code:	74501	Country:	
Telephone:	918-423-9300		
Fax:			
Email:	0		
This ACC Business Multi-Service Agreement between the customer named above ("Customer") and ACC Business is effective when signed by both parties.			
Customer (by its authorized representative)		ACC Business (by its authorized representative)	
By:		By:	
Name: John Brown		Name:	
Title: Mayor		Title:	
Date: September 21, 2016		Date:	

Agreement: The terms and conditions for the products and services that ACC Business provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at att.com/service-publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T or ACC Business may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order, this Multi-Service Agreement, and the applicable Service Publications; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

Affiliate Signature: An ACC Business or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ACC Business will cause respective Affiliates to comply with any such separate and associated contract.

Services: ACC Business will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment. Where required, an ACC Business Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without ACC Business' prior written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (i.e., cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

Ordering: If an applicable Service Publication expressly permits placement of an order for a Service under this Multi-Service Agreement without the execution of a Pricing Schedule, Customer may place such an order using ACC Business' standard ordering processes (an "Order"), and upon acceptance by ACC Business, the Order shall otherwise be deemed a Pricing Schedule under this Multi-Service Agreement for the Service Ordered.



ACC BUSINESS MULTI-SERVICE AGREEMENT

Access to Premises: Customer will in a timely manner allow ACC Business to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as ACC Business reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items ACC Business reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Hazardous Materials: Customer will ensure that the location where ACC Business installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If ACC Business encounters any such hazardous materials at a Customer location, ACC Business may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement.

Unless a Service Publication specifies otherwise, ACC Business' sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T or ACC Business may invoice and collect payment from Customer for the Third-Party Services.

Equipment: Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where ACC Business installs or provides a Service.

Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

AT&T or ACC Business retain a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T or ACC Business is authorized to sign and file a financing statement to perfect such security interest.

Prices, Pricing Schedule Term and Taxes: The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month

service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such prices, terms or conditions on 30 days' prior notice to Customer. Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services. If required by law to withhold or deduct applicable taxes from payments due to ACC Business, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to ACC Business such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that ACC Business may claim any applicable credit.

Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

At Customer's request, but subject to ACC Business' consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and ACC Business will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. ACC Business may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. ACC Business may require a deposit as a condition of providing Services, and ACC Business may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and ACC Business may withhold contractual credits until Customer pays the shortfall charge.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

ACC Business may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T or ACC Business; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

Customer may terminate an affected Service Component for material breach by ACC Business if such breach is not cured within 30 days of notice. ACC Business may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from ACC Business, ACC Business may suspend or terminate the affected Service Component. ACC Business may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) ACC Business is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) ACC Business reasonably determines that: (a) ACC Business may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if ACC Business allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T or ACC Business interconnects or may interfere with another customer's use of ACC Business services or the Internet; or (c) the violation presents imminent risk of harm to AT&T or ACC Business, ACC Business' customers or its or their respective employees.

Termination Charges: If prior to Cutover, Customer terminates a Service Component other than for cause or ACC Business terminates a Service Component for cause, Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse ACC Business for time and materials, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or ACC Business terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by ACC Business due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T or ACC Business revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to ACC Business within 90 days of the date of the revision; and (c) AT&T or ACC Business does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T OR ACC BUSINESS MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T OR ACC BUSINESS MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T OR ACC BUSINESS' SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T OR ACC BUSINESS WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

Limitation of Liability: AT&T'S OR ACC BUSINESS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF ACC BUSINESS' BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T OR ACC BUSINESS. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY ACC BUSINESS' NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless ACC Business, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.



ACC BUSINESS MULTI-SERVICE AGREEMENT

Import/Export Control: Customer and not AT&T or ACC Business is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and ACC Business. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if ACC Business designates a dedicated account representative as Customer's primary contact with ACC Business, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

Each party is responsible for complying with the privacy laws applicable to its business. AT&T and ACC Business shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's and ACC Business' businesses. If Customer does not want AT&T or ACC Business to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's and ACC Business' collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T or ACC Business when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T or ACC Business may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that ACC Business may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an ACC Business Affiliate, or (ii) subcontract work to be

performed under this Agreement, but ACC Business will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes.

Customer must send any notice required or permitted under this Agreement in writing to the ACC Business address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. Except as provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

Definitions:

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T or ACC Business and that AT&T or ACC Business collects, holds or uses in the course of providing the Services.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T or ACC Business furnishes to Customer, other than AT&T Software.



ACC Business Credit Application

ACC CR200

* Fields with an asterisk are required.

400 West Avenue, Rochester, NY 14611 (800) 588-2793		
Customer Information		
* Full Legal Company Name (including any DBA) City of McAlester		* Phone Number 918-423-9300
* Street Address: 28 E Washington		
* City McAlester	* State Oklahoma	* Zip Code 74501
* Full Name of Parent Company and Address/City/State/Zip (if different)		Fax Number --
Street Address		
City State Zip Code		
* Contact Name & Title John Brown, Mayor		* Industry or Business
Credit Information		
* Years in Business	* State of Incorporation Oklahoma	Dun & Bradstreet Number:
* Type(s) of Service MIS/AVPN	* Type of Business:	
* Estimated Total Monthly Usage \$ 599.00 per month	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Subchapter	<input type="checkbox"/> LLC
		<input type="checkbox"/> Federal
		<input type="checkbox"/> State
		<input type="checkbox"/> Local
Bank References - Optional		
Present Bank of Applicant		Account Number
Contact Name	Phone Number	Fax Number
Previous or Second Bank of Applicant		Account Number
Contact Name	Phone Number	Fax Number
AT&T Account Reference (if applicable)		
Name of AT&T Account		Address City State Zip Code
Account #	Phone Number	Fax Number
If application reflects a new address please provide your previous address.		
Street Address		
City State Zip Code		

		GAI MIS PNT General Account Information	
Plug into the power of AT&T		To get the forms you need make your selections in Sections 1 through 3B. Type in the Number of Locations (even if just 1) and then press the ENTER key.	
		An asterisk shows a required item.	
SECTION 1 Product(s) & Term			
Product(s)	MIS	Yes	No. of MIS Locations
	Domestic Anira	No	No. of Dom Anira Locations
	Network-Based Firewall	No	Hi-Cap Flex
Term	Co-Termionus		
SECTION 2 Multi-Service Agreement (MSA) or Master Agreement (MA)			
MSA or MA on File?		* SELECT	
Master Agreement Number		0	(For ACC Business Administrative Use Only)
SECTION 3A Order Information			
Order Type	New		
Account Number			
Customer Type	NEW		
SECTION 3B Billing			
Billing Option	Standard - Single Location Billing		CORPORATE BILLING ¹ : \$6.50/mo. Administrative Fee ² plus \$3.00/mo. each service location ³
Location #	1	of	1
Corporate Billing: Is the Service address the Headquarters Location?		NO	Bill Manager: NO
BILLING REPORT OPTIONS (please provide supporting paperwork):			
Access-a-Bill ⁴ \$19.95 per month		NO	
BILLING CYCLE (Bill Date Preference)		CYCLE 10	
SECTION 4 ACC Business Representative			
Agent Manager	Debbie Clavadetscher		
Agent Manager Phone Number	714-651-9501		
Agent Contact Name	Joe Breeden	Sub-Agent Contact Name	
Agent Email Address	joe.breeden@biztelok.com	Sub-Agent Email Address	
Agent Phone #	918-429-0000	Sub-Agent Phone #	
Agent Channel ID #	A2498	Sub-Agent Channel ID #	0
SECTION 5 Account Information (All fields required)			
I. Company Name (Service Company Name)		II. Billing Company Name	
City of McAlester		City of McAlester	
Legal Company Name (Parent Company)			
City of McAlester			
Company Street	28 E Washington	Billing Street	28 E Washington
City	McAlester	City	McAlester
State	Oklahoma	State	Oklahoma
Zip Code	74501	Zip Code	74501
Contact Person	John Brown	Billing Contact	Sheila Norman
Title	Mayor		
Contact Email Address		Billing Contact Email	sheila.norman@cityofmcAlester.com
Phone #	918-423-9300	Billing Contact Phone #	918-423-9300
Fax #		Billing Contact Fax #	
SECTION 6 Technical Contact Information (for technical interview and coordination of installation)			
Primary Technical Customer Contact Name (required)		James Stanford	
Primary Technical Customer Contact Email Address (required)		james@cityofmcAlester.com	
Primary Technical Customer Contact Phone # (required)		918-424-4961	
Additional Technical Contact			
Additional Technical Customer Contact Name		Joe Breeden	
Additional Technical Customer Contact Email Address		joe.breeden@biztelok.com	
Additional Technical Customer Contact Phone #		918-470-4209	
SECTION 7 Tax Exempt Information			
Tax Exempt (Certifications for all jurisdictions that apply must be attached)		YES	Federal
Reseller: FCC Forms 214 & 499 must be attached.			State
			County
			City



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 Item Number: 8
Department: _____
Prepared By: James Stanford, Computer Support, Joe Breeden, BIZTEL Account Code: _____
Date Prepared: October 18, 2016 Budgeted Amount: _____
Exhibits: 4

Subject

Consider and act upon, authorizing the Mayor to sign ACC Business Agreement for managed Internet service for ISP, 50 mbps Fiber, City Hall.

Recommendation

Motion to approve the ACC Business Agreement for managed Internet service.

Discussion

This agreement with ACC Business will replace existing AT&T agreement for managed Internet service and will allow the City to reduce its costs for the current fiber line by \$478.50 per month over the next 2 year contract term. City is currently paying \$1,345.50 per month for 20 mbps.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>10-19-16</u>

		ACC PS160 For Administrative Use Only Master Agreement #: 0 MANAGED INTERNET SERVICE PRICING SCHEDULE For Customer Service Call 1-888-286-2685	
SECTION 1. ACC BUSINESS REPRESENTATION			
Agent / Retention Manager Debbie Clavadetscher		Sub-Agent Contact Person 0	
Agent Contact Person Joe Breeden		Sub-Agent Email Address 0	
Agent Email Address joe.breeden@biztelok.com		Sub-Agent Phone # -	
Agent Phone # 918-429-0000	Agent Channel ID # A2498	Sub-Agent Channel ID # 0	
SECTION 2. ACCOUNT INFORMATION (All fields required)			
I. Company Name City of McAlester		II. Billing Company Name: City of McAlester	
Company Street 28 E Washington	Billing Street 28 E Washington	City McAlester	State Zip Code Oklahoma 74501
Contact Person John Brown	Billing Contact Person Sheila Norman	Contact Email Address 0	Billing Contact Email Address sheila.norman@cityofmcalester.com
Phone # 918-423-9300	Fax # -	Billing Contact Phone # 918-423-9300	Fax # -
III. REQUIRED FOR ALL: Legal Company Name (Parent Company) City of McAlester			
SECTION 3. MIS SERVICE LOCATION INFORMATION FOR SINGLE LOCATION			
Demarc Company Name	City of McAlester		
On-Site Local Contact Name (LCON) (required)	James Stanford	Alt LCON Contact Name (required)	Joe Breeden
LCON Phone # (required)	918-423-9300	Alt LCON Phone # (required)	918-429-0000
LCON Email Address (required)	james@cityofmcalester.com	ALT LCON Email Address (required)	joe.breeden@biztelok.com
LCON Mobile Phone #	918-424-4961	ALT LCON Mobile Phone #	918-470-4209
Street Demarc 28 E Washington	Telephone # of nearest neighbor/business		
Demarc Room & Floor (required) (Inside wiring is the customer's responsibility.)	Primary Technical Customer Contact Name (required) James Stanford		
City State Zip Code McAlester Oklahoma 74501	Primary Technical Customer Contact Phone # (required) 918-424-4961		
Active phone number at Demarc location (required) 918-423-9300	Primary Technical Customer Contact Email Address (required) james@cityofmcalester.com		
Dedicated Analog Phone # (required for Included CPE)	Additional Technical Contact (for technical interview and coordination of installation)		
	Additional Technical Customer Contact Name Joe Breeden		
Remarks:	Additional Technical Customer Contact Phone # 918-470-4209		
	Additional Technical Customer Contact Email Address joe.breeden@biztelok.com		
Is this site a Carrier Hotel/Data Center?	NO	If yes, who owns the Carrier Hotel/Data Center?	
LSO NPA-NXX (INTERNAL USE ONLY)			
SECTION 4A. ACCOUNT DETAIL INFORMATION			
New Account: YES	Existing Account: NO	Account Number:	
SECTION 4B. BILLING OPTIONS (refer to Billing Options document, found on A.I.M.)			
STANDARD BILLING (Single Account Billing)	YES		
CORPORATE BILLING†: \$6.50/mo. Administrative Fee† plus \$3.00/mo. each service location†	NO		
Corporate Billing Option:	Standard - Single Location Billing		
Corporate Billing: Is the above Service address the HQ Location?			
Corporate Billing: Location #	1 of 1		
BILLING REPORT OPTIONS (please provide supporting paperwork):			
Access-a-Bill† \$19.95 per month	NO		
BILLING CYCLE (Bill Date Preference)	CYCLE 10		
†Charges marked by † are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.			

SECTION 4C. ORDER TYPE							
New	YES	Renewal	NO	Inside Move	NO	Outside Move	NO
CHANGE (Change in port speed, CPE, DNS, firewall, etc.)			NO			Multiple (MIS Orders)	NO
Is this Order replacing or changing an existing ACC circuit? *				No			
*If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on the MISMultiloc sheet)							
Existing circuit IDs (required):		Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.):					
SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS							
Term: Co-Termionus		Promo Code(s):					
Other:							
SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations)							
Applicable supporting documentation (SIMPL printout, quote letter and ICB) must be attached							
	PORT SPEED or HiCap Flex Minimum Bandwidth Commitment	Monthly Port Charges and Other Charges all Multi Locations	Total Number Selected	Monthly Port Charges and Other Charges Single Location	CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps)		
Full T1	SELECT				SELECT ONE		
NxT1	SELECT				SELECT ONE		
Fractional + Full T3	SELECT				SELECT ONE		
OCX	SELECT				SELECT ONE		
Ethernet	50 Mbps		1	\$239	Included CPE, Tele-Install \$1,500 (waived) Onsite required for over 100Mbps		
Other Charges	For Changes Complete Section 4C						
Hi-Cap Full T3 MBC	SELECT				SELECT ONE		
Hi-Cap Incr Charge/mbps							
Hi-Cap OC3 MBC	SELECT				SELECT ONE		
Hi-Cap Incr Charge/mbps							
Hi-Cap Ethernet MBC	SELECT				SELECT ONE		
Hi-Cap Incr Charge/mbps							

				Installation Charges	Amount Waived	
Total Port Charges Single Location:		1	\$239	\$1,500	\$1,500	
LOCAL ACCESS		Monthly Circuit Charges all Multi Locations	Total Number Selected	Monthly Charge Per Circuit Single Location	Installation Charges (Renewals=\$0 Prov. Order = SIMPL charges)	Amount Waived
128K-NxT1 (25 miles from PoP in the 48 states)						
128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states)	SELECT					
Ethernet	Circuit Speed	Total Service (default)	1	\$628		
Fractional/Full T3, OC3, or T3/OC3 On-Net	SELECT					
Full OC12 or OC48 Access arrangement	SELECT					
Ethernet Interface	100 Base TX Electrical					
Total Local Access Charges Single Location		1	\$628	\$0	\$0	
SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION						
IPv6/Dual Stack requested	* SELECT					
Domain Name used for service: (additional domains identified during technical interview)						
Primary. # of domains (up to 15 included per MIS port):	SELECT			(additional Primary DNS is \$100/month per 15 domains)		
Secondary. # of domains (up to 15 included per MIS port):	SELECT			(additional Secondary DNS is \$100/month per 15 domains)		
COS (Class of Service)			Monthly Charges	One-Time Install Charges (Waived)		
COS (NxT1 ports require MLPPP)	SELECT		\$0			
PNT (Private Network Transport)			Monthly Charges	One-Time Install Charges (Waived)		
PNT (NxT1 ports require MLPPP)	SELECT		\$0			
		Quantity	Monthly Charges	One-Time Install Charges		
Type?	SELECT	0	\$0			
Choke Router/Outbound Load Balancing?	SELECT		\$0			
Redundant CPE (Cold Standby)?	SELECT		\$0			
Single Location Optional Services Totals:		0	\$0	\$0		
SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION						
Move Charges T1, NxT1, fractional T3, T3 & OCX.			SELECT	One-Time Move Charge	\$0	

SECTION 5E. TOTAL ALL CHARGES		BILLED	WAIVED
Total Single Location Monthly Port, Local Access, and Optional Service Charges:		\$867	
Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges:		\$0	\$1,500
SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD			
Portion of Monthly Service Fees Applicable to Minimum Payment Period 50%	Service Components All Service components	Minimum Payment Period Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date)	
The minimum retention period is 12 months for all service components			
SECTION 6. TERMINATION			
The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:			
<ol style="list-style-type: none"> 1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or 2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule. 			
Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an ACC Business Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.			
SECTION 7. TAX EXEMPT INFORMATION			
Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided.	State	YES	
	County	YES	
	City	YES	
SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE			
Customer acknowledges that the terms and conditions set forth in this MIS Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at http://serviceguidenew.att.com/			
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at http://www.att.com/aup/			
If the Hi Cap Flex entries are selected in section 5b customer will be billed for usage that exceeds the selected port speed at the incremental per Mb rate indicated			
When service is ordered for multiple locations of a Corporate Billed account the rates in the MIS Multi Location Worksheet apply.			
Customer		ACC Business	
Name (Printed)	John Brown	Name (Printed)	
Signature By (x)		Signature By (x)	
Company	City of McAlester	Company	ACC Business
Title	Mayor	Title	Contract Specialist
Date	September 21, 2016	Date	



ACC BUSINESS MULTI-SERVICE AGREEMENT

ACC Business MA Reference No. 0

Customer		ACC Business, a division of AT&T Corp.	
Customer Legal Name:	City of McAlester	ACC Business	
Street Address:	28 E Washington		
City:	McAlester		
State/Province:	Oklahoma		
Zip Code:	74501 Country:		
Customer Contact (for notices)			
Name:	John Brown	Street Address: 400 West Avenue	
Title:	Mayor	City: Rochester State/Province: NY	
Street Address:	28 E Washington	Zip Code: 14611 Country: USA	
City:	McAlester State/Province: Oklahoma		
Zip Code:	74501 Country:		
Telephone:	918-423-9300		
Fax:			
Email:	0		
This ACC Business Multi-Service Agreement between the customer named above ("Customer") and ACC Business is effective when signed by both parties.			
Customer (by its authorized representative)		ACC Business (by its authorized representative)	
By:		By:	
Name: John Brown		Name:	
Title: Mayor		Title:	
Date: September 21, 2016		Date:	

Agreement: The terms and conditions for the products and services that ACC Business provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at att.com/service_publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T or ACC Business may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order, this Multi-Service Agreement, and the applicable Service Publications; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

Affiliate Signature: An ACC Business or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ACC Business will cause respective Affiliates to comply with any such separate and associated contract.

Services: ACC Business will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment. Where required, an ACC Business Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without ACC Business' prior written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (i.e., cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

Ordering: If an applicable Service Publication expressly permits placement of an order for a Service under this Multi-Service Agreement without the execution of a Pricing Schedule, Customer may place such an order using ACC Business' standard ordering processes (an "Order"), and upon acceptance by ACC Business, the Order shall otherwise be deemed a Pricing Schedule under this Multi-Service Agreement for the Service Ordered.



ACC BUSINESS MULTI-SERVICE AGREEMENT

Access to Premises: Customer will in a timely manner allow ACC Business to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as ACC Business reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items ACC Business reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Hazardous Materials: Customer will ensure that the location where ACC Business installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If ACC Business encounters any such hazardous materials at a Customer location, ACC Business may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement.

Unless a Service Publication specifies otherwise, ACC Business' sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T or ACC Business may invoice and collect payment from Customer for the Third-Party Services.

Equipment: Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where ACC Business installs or provides a Service.

Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

AT&T or ACC Business retain a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T or ACC Business is authorized to sign and file a financing statement to perfect such security interest.

Prices, Pricing Schedule Term and Taxes: The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month

service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such prices, terms or conditions on 30 days' prior notice to Customer. Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services. If required by law to withhold or deduct applicable taxes from payments due to ACC Business, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to ACC Business such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that ACC Business may claim any applicable credit.

Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

At Customer's request, but subject to ACC Business' consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and ACC Business will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. ACC Business may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. ACC Business may require a deposit as a condition of providing Services, and ACC Business may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and ACC Business may withhold contractual credits until Customer pays the shortfall charge.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

ACC Business may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T or ACC Business; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.



ACC BUSINESS MULTI-SERVICE AGREEMENT

Customer may terminate an affected Service Component for material breach by ACC Business if such breach is not cured within 30 days of notice. ACC Business may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from ACC Business, ACC Business may suspend or terminate the affected Service Component. ACC Business may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) ACC Business is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) ACC Business reasonably determines that: (a) ACC Business may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if ACC Business allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T or ACC Business interconnects or may interfere with another customer's use of ACC Business services or the Internet; or (c) the violation presents imminent risk of harm to AT&T or ACC Business, ACC Business' customers or its or their respective employees.

Termination Charges: If prior to Cutover, Customer terminates a Service Component other than for cause or ACC Business terminates a Service Component for cause, Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse ACC Business for time and materials, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or ACC Business terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by ACC Business due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T or ACC Business revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to ACC Business within 90 days of the date of the revision; and (c) AT&T or ACC Business does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T OR ACC BUSINESS MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T OR ACC BUSINESS MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T OR ACC BUSINESS' SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T OR ACC BUSINESS WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

Limitation of Liability: AT&T'S OR ACC BUSINESS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF ACC BUSINESS' BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T OR ACC BUSINESS. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY ACC BUSINESS' NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless ACC Business, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.



ACC BUSINESS MULTI-SERVICE AGREEMENT

Import/Export Control: Customer and not AT&T or ACC Business is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and ACC Business. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if ACC Business designates a dedicated account representative as Customer's primary contact with ACC Business, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

Each party is responsible for complying with the privacy laws applicable to its business. AT&T and ACC Business shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's and ACC Business' businesses. If Customer does not want AT&T or ACC Business to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's and ACC Business' collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T or ACC Business when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T or ACC Business may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that ACC Business may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an ACC Business Affiliate, or (ii) subcontract work to be

performed under this Agreement, but ACC Business will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the ACC Business address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. Except as provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

Definitions:

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T or ACC Business and that AT&T or ACC Business collects, holds or uses in the course of providing the Services.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T or ACC Business furnishes to Customer, other than AT&T Software.



ACC Business Credit Application

ACC CR200

* Fields with an asterisk are required.

400 West Avenue, Rochester, NY 14611 (800) 588-2793			
Customer Information			
* Full Legal Company Name (including any DBA) City of McAlester		* Phone Number 918-423-9300	
* Street Address: 28 E Washington			
* City McAlester	* State Oklahoma	* Zip Code 74501	
* Full Name of Parent Company and Address/City/State/Zip (if different)		Fax Number --	
Street Address			
City		Zip Code	
* Contact Name & Title John Brown, Mayor		* Industry or Business	
Credit Information			
* Years in Business	* State of Incorporation Oklahoma	Dun & Bradstreet Number:	
* Type(s) of Service MIS/AVPN	* Type of Business:		
* Estimated Total Monthly Usage \$ 887.00 per month	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Federal
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> State
	<input type="checkbox"/> Subchapter	<input type="checkbox"/> LLC	<input type="checkbox"/> Local
Bank References – Optional			
Present Bank of Applicant		Account Number	
Contact Name	Phone Number	Fax Number	
Previous or Second Bank of Applicant		Account Number	
Contact Name	Phone Number	Fax Number	
AT&T Account Reference (if applicable)			
Name of AT&T Account		Address City	State Zip Code
Account #	Phone Number	Fax Number	
If application reflects a new address please provide your previous address.			
Street Address		Zip Code	
City		State	

 <p>Plug into the power of AT&T</p>		<p>GAI</p>		<p>MIS PNT General Account Information</p>	
<p>To get the forms you need make your selections in Sections 1 through 3B. Type in the Number of Locations (even if just 1) and then press the ENTER key.</p>			<p>An asterisk shows a required item.</p>		
SECTION 1 Product(s) & Term					
Product(s)	MIS	Yes	No. of MIS Locations	1	
	Domestic Anira	No	No. of Dom Anira Locations	*	
	Network-Based Firewall	No	Hi-Cap Flex	Yes	
Term	Co-Termionus				
SECTION 2 Multi-Service Agreement (MSA) or Master Agreement (MA)					
MSA or MA on File?		* SELECT			
Master Agreement Number		0		(For ACC Business Administrative Use Only)	
SECTION 3A Order Information					
Order Type	New				
Account Number					
Customer Type	NEW				
SECTION 3B Billing					
Billing Option	Standard - Single Location Billing		CORPORATE BILLING ¹ : \$6.50/mo. Administrative Fee ¹ plus \$3.00/mo. each service location ¹		
Location #	1	of	1		
Corporate Billing: Is the Service address the Headquarters Location?			NO		
BILLING REPORT OPTIONS (please provide supporting paperwork):			Bill Manager: NO		
Access-a-Bill ¹ \$19.95 per month			NO		
BILLING CYCLE (Bill Date Preference)			CYCLE 10		
SECTION 4 ACC Business Representative					
Agent Manager	Debbie Clavadetscher				
Agent Manager Phone Number	714-651-9501				
Agent Contact Name	Joe Breeden		Sub-Agent Contact Name		
Agent Email Address	joe.breeden@biztelok.com		Sub-Agent Email Address		
Agent Phone #	918-429-0000		Sub-Agent Phone #		
Agent Channel ID #	A2498		Sub-Agent Channel ID #	0	
SECTION 5 Account Information (All fields required)					
I. Company Name (Service Company Name)			II. Billing Company Name		
City of McAlester			City of McAlester		
Legal Company Name (Parent Company)					
City of McAlester					
Company Street	28 E Washington		Billing Street	28 E Washington	
City	McAlester		City	McAlester	
State	Oklahoma		State	Oklahoma	
Zip Code	74501		Zip Code	74501	
Contact Person	John Brown		Billing Contact	Sheila Norman	
Title	Mayor				
Contact Email Address	0		Billing Contact Email	sheila.norman@cityofmcalester.com	
Phone #	918-423-9300		Billing Contact Phone #	918-423-9300	
Fax #			Billing Contact Fax #		
SECTION 6 Technical Contact Information (for technical interview and coordination of installation)					
Primary Technical Customer Contact Name (required)			James Stanford		
Primary Technical Customer Contact Email Address (required)			james@cityofmcalester.com		
Primary Technical Customer Contact Phone # (required)			918-424-4961		
Additional Technical Contact					
Additional Technical Customer Contact Name			Joe Breeden		
Additional Technical Customer Contact Email Address			joe.breeden@biztelok.com		
Additional Technical Customer Contact Phone #			918-470-4209		
SECTION 7 Tax Exempt Information					
Tax Exempt (Certifications for all jurisdictions that apply must be attached)			YES	Federal	YES
Reseller: FCC Forms 214 & 499 must be attached.				State	YES
				County	YES
				City	YES



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 Item Number: 9
Department: _____
Prepared By: Dale Burke, Infrastructure Solutions Group Account Code: _____
Date Prepared: October 19, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, accepting Change Order No. 2 from Katcon, Inc. for thirty-three (33) weather days only on the Washington Ave. Street Reconstruction Project. There is no increase or decrease in the contract price.

Recommendation

The recommendation is to accept this Change Order from Katcon, Inc. for thirty-three (33) weather days. There is no increase or decrease in the contract price.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>10-19-16</u>



October 19, 2016

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

Re: Change Order No. Two (2)
Washington Ave Street Reconstruction

Dear Stasiak:

Enclosed for your review and execution are six (6) copies of Change Order No. Two (2), which results in an addition of 33 days to the contract times. Please see the Change Order for a full breakdown of the changes.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies. Please return all six (6) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for further processing.

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

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

DB/dv
Enclosures

Project No. MC-15-02

cc w/enclosure:
Ton Grant, Infrastructure Solutions Group, LLC
Kelly Ward, Katcon, Inc

Change Order

No. Two (2)

Date of Issuance: 10/25/16

Effective Date: 10/25/16

Project: WASHINGTON AVENUE STREET RECONSTRUCTION	Owner: CITY of McALESTER	Owner's Contract No.: N/A
Contract: WASHINGTON AVENUE STREET RECONSTRUCTION	Date of Contract: 7/11/2016	
Contractor: KATCON INC.	Engineer's Project No.: MC-15-02	

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

Description:

1. Weather delays; July 2 days (July 26th, 27th)
2. Gas and Water Line Relocation 31 days (August 1st-31st)

Add Days for Relocation Work	31	days					
Add Days for Weather (See Attachment)	From	7/21/2016	to	9/16/2016			2 days

Attachments: (List documents supporting change): None.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$449,984.00	Original Contract Times: Working days X - Calendar days Substantial completion (days or date): 120 days 11/18/2016 Ready for final payment (days or date) <u>N/A</u>
From previously approved Change Orders No. 1 to No. 1: \$3,240.00	Increase from previously approved Change Orders No. 1 to No. 1: Substantial completion (days or date): 0 days Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: \$453,224.00	Contract Times prior to this Change Order: Substantial completion (days or date): 120 days 11/18/2016 Ready for final payment (days or date): <u>N/A</u>
Decrease of this Change Order: \$0.00	Increase of this Change Order: Substantial completion (days or date): 33 days 12/21/2016 Ready for final payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order: \$453,224.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 153 days 12/21/2016 Ready for final payment (days or date): <u>N/A</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 10/18/16	Date: _____	Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 25, 2016</u>	Item Number:	<u>10</u>
Department:	<u>Waste Water</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u>\$26,000.00</u>
Date Prepared:	<u>October 17, 2016</u>	Exhibits:	<u></u>

Subject

Consider and act upon, a resolution authorizing the creation of a Full Time Position of Residual Handling Operator in the Waste Water Division and placed on the Non Uniform Pay plan on pay grade 117 for the FY 2016-2017.

Recommendation

Motion to approve resolution for the Full Time Position for the Residual Handling Operator.

Discussion

The purpose of this Resolution is to create a Full Time Position in the Waste Water Department for the FY 2016-2017. This Employee will be a heavy equipment operator that will carry out the Full time responsibility of the Residual Handling process from the Water Treatment Plant. This Residual Handling process was a discussion item presented at council on September 13, 2016. We have received quote from Severn Trent to do these services, but staff is recommending that we do this process in house.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>TE</u>	<u>October 17, 2016</u>
City Manager	<u><i>PJS</i></u>	<u><i>10-19-16</i></u>

RESOLUTION NO. _____

Resolution to authorize the creation of the Full Time Position of Residual Handling Heavy Equipment Operator FY 2016-2017

.....

Whereas, the primary function of this position would include all operation of the Residual Handling process designed for the use of the dewatering boxes at the Water Treatment Plant.

Whereas, this position would be required to have a CDL and a DEQ waste water operator Class C license and be placed on our pay scale at a 117 under the Waste Water department.

Whereas, this position would be responsible for the operation of various vehicle and equipment maintenance including but not limited to operation of polymer feed pumps, tractor to maintain dried solids in drying beds, pumps to maintain lagoons, and dump truck to haul to landfill.

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

*The creation of a full time Full position is hereby approved with the funding for the position to come from the Waste Water Division (02-973).

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 25th day of October, 2016

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

**CITY OF MCALESTER
POSITION DESCRIPTION**

TITLE: Residual Handling: Heavy Equipment Operator

DUTIES

GENERAL DESCRIPTION

The essential function of the position within the organization is to maintain the residual handling process designed for the use of the dewatering boxes at the Water Treatment Plant and regular hauling to the landfill.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Use and maintain the dewatering boxes and operation residuals to drying beds.

Maintain drying beds, lagoons, and operation of polymer feed pumps.

Hauling to the landfill dried solids.

Maintain, troubleshoot and make repairs on the equipment to ensure they are running properly. Maintain and repair pumps and motors, tractor, dump truck, etc.

Maintain inventory of chemicals needed for process.

Perform preventive maintenance on all mechanical equipment.

Schedule contractor repairs.

Maintain a clean and safe work environment.

Comply with all applicable laws, policies, or DEQ requirements.

Perform other related duties as assigned.

GENERAL RESPONSIBILITIES AND REQUIREMENTS

DATA RESPONSIBILITY: *“Data Responsibility” refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Computes or performs basic arithmetic operations.

PEOPLE RESPONSIBILITY: *“People Responsibility” refers to individuals who have contact with or are influenced by the position.*

PLANT MECHANIC

Gives information, guidance, or assistance to people which directly facilitates task accomplishment; may give instructions or assignments to helpers or assistants.

ASSETS RESPONSIBILITY: *“Assets Responsibility” refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the management of a large division or minor department, and/or handling of very large amounts of money.

MATHEMATICAL REQUIREMENTS: *“Mathematics” deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses basic algebra involving variables and formulas and/or basic geometry involving plane and solid figures, circumferences, areas, and volumes and/or computing discounts and interest rates.

COMMUNICATIONS REQUIREMENTS: *“Communications” involves the ability to read, write, and speak.*

Reads routine sentences or instructions; writes routine sentences and completes routine work forms; speaks routine sentences using standard grammar.

COMPLEXITY OF WORK: *“Complexity of Work” addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

IMPACT OF DECISIONS: *“Impact of Decisions” refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with minor impact - affects only those in immediate work area.

EQUIPMENT USAGE: *“Equipment Usage” refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Involves operations of moderate scope. Equipment used may include a service truck with crane, mechanic tools and some heavy equipment.

SAFETY OF OTHERS: *“Safety of Others” refers to the responsibility for other people’s safety, either inherent in the job or to assure the safety of the general public.*

Requires moderate responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

PLANT MECHANIC

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *“Education Requirements” refers to job specific training and education required for entry into the position.*

Requires High School diploma or GED and prefers an associate’s degree or the equivalent of two years of college or vocational school education.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *“Licenses, Certifications, and Registrations” refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Must have a class C wastewater plant operators license and CDL license.

EXPERIENCE REQUIREMENTS: *“Experience Requirements” refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires one years of related experience but prefer three years related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *“Physical Demands” refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires light work involving standing or walking some of the time, exerting up to 20 pounds of force on a regular basis, and moderate dexterity in operating machinery, tools, or office equipment.

UNAVOIDABLE HAZARDS: *“Unavoidable Hazards” refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme noise levels, diseased pathogens, industrial toxic chemicals, explosives, and hazardous gases. May sometimes be exposed to wet or humid conditions, bright/dim lights, and dust or pollen.

SENSORY (ADA) REQUIREMENTS: *“Sensory Requirements” refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position may require normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, or texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of McAlester is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 Item Number: 11
Department: Community Services
Prepared By: Toni Ervin Account Code: _____
Date Prepared: October 17, 2016 Budgeted Amount: \$16,061.00
Exhibits: _____

Subject

Consider and act upon, a resolution authorizing the creation of a Full Time Position of Groundskeeper in the Recreation Division and placed on the Non Uniform Pay plan on pay grade 112 for the FY 2016-2017.

Recommendation

Motion to approve resolution for the Full Time Position of Groundskeeper.

Discussion

The purpose of this Resolution is to create a Full Time Position in the Community Services Department, Recreation Division for the FY 2016-2017. This Employee will replace a Seasonal Part Time Employee at the Softball Complex during the spring and summer months and will work with a Full Time Employee from the Cemetery and a Full Time Employee from the Airport during the fall and winter months under the supervision of Sherman Miller, Parks Superintendent, cleaning out and maintaining canals and alleys in the City Limits. Due to the fact that the seasonal part time employee was already budgeted and that the Recreation Supervisor has retired and not been replaced there will be no additional funding needed for this position.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	TE	October 17, 2016
City Manager	P. Stasiak 	10-19-16

RESOLUTION NO. _____

Resolution to authorize the creation of the Full Time Position of Groundskeeper FY 2016-2017

.....

Whereas, the primary function of this position would include operation of mowers, trimmers, and maintenance equipment. Cleaning of debris and light maintenance activities.

Whereas, this position would be assigned to the Softball Complex during the spring and summer months to assist in mowing, field preparation, and general cleaning, and would be assigned to the Parks Division during fall and winter months to assist in cleaning and maintaining City alleys and canals.

Whereas, this position would assist other departments as time allowed.

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

*The creation of a full time groundskeeper position is hereby approved with the funding for the position to come from the Recreation Division (01-544).

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 25th day of October, 2016

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

**CITY OF MCALESTER
POSITION DESCRIPTION**

TITLE: GROUNDSKEEPER – Softball/Recreation

GENERAL DESCRIPTION

Operates mowing equipment, power hand tools in the maintenance of property and buildings owned and controlled by the City at the Softball Complex during the peak season and during the off season will maintain the canals and drainage systems within the City. (will be required to rotate to other departments)

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

- Operates mowing equipment to accomplish grass mowing and tree cutting and other landscaping and maintenance activities on City property.
- Performs preventive maintenance on equipment and tools; Service and do minor repairs to equipment, hand and power tools.
- Performs daily maintenance tasks in and around canals and storm drainage systems.
- Will be required to use chainsaws, clippers, etc. to cut up debris.
- Will be required to climb ladders to reach some of the debris.
- Will be spraying round up type chemicals to kill grass, weeds & debris from coming back.
- A chainsaw safety course will be given to you on your first day of work.
- Must have a valid driver's license to be able to drive a city vehicle.
- Must be in good physical condition as work requires a great deal of lifting and physical labor.
- Knowledgeable of equipment and tools used in land maintenance.
- Performs other related duties as assigned.

GENERAL RESPONSIBILITIES AND REQUIREMENTS

DATA RESPONSIBILITY: *“Data Responsibility” refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Copies, transcribes, enters, or posts data or information.

PEOPLE RESPONSIBILITY: *“People Responsibility” refers to individuals who have contact with or are influenced by the position.*

Speaks with or signals to people to convey or exchange information.

ASSETS RESPONSIBILITY: *“Assets Responsibility” refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the management or handling of supplies of high value or moderate amounts of money.

MATHEMATICAL REQUIREMENTS: *“Mathematics” deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses basic algebra involving variables and formulas and/or basic geometry involving plane and solid figures, circumferences, areas, and volumes and/or computing discounts and interest rates.

COMMUNICATIONS REQUIREMENTS: *“Communications” involves the ability to read, write, and speak.*

Reads routine sentences or instructions; writes routine sentences and completes routine work forms; speaks routine sentences using standard grammar.

COMPLEXITY OF WORK: *“Complexity of Work” addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

IMPACT OF DECISIONS: *“Impact of Decisions” refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with minor impact - affects only those in immediate work area.

EQUIPMENT USAGE: *“Equipment Usage” refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items. Equipment used may include a mower, weed eater, backhoe and other standard gardening equipment.

SAFETY OF OTHERS: *“Safety of Others” refers to the responsibility for other people’s safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *“Education Requirements” refers to job specific training and education required for entry into the position.*

Requires High School diploma, and/or GED.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *“Licenses, Certifications, and Registrations” refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

May require a pesticide and herbicide license.

EXPERIENCE REQUIREMENTS: *“Experience Requirements” refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *“Physical Demands” refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires light to medium work involving standing or walking some of the time, exerting up to 50 pounds of force on a regular basis, and moderate dexterity in operating machinery, tools, or office equipment.

UNAVOIDABLE HAZARDS: *“Unavoidable Hazards” refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to no unusual environmental hazards. May sometimes be exposed to extreme heat/cold, wet or humid conditions, bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, traffic, animals/wildlife and explosives.

SENSORY (ADA) REQUIREMENTS: *“Sensory Requirements” refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position may require normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, or texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of McAlester is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.



McAlester City Council

AGENDA REPORT

Meeting Date: October 25, 2016 Item Number: 12
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: October 18, 2016 Budgeted Amount: _____
Exhibits: Multiple

Subject

Discussion and update on Financials.

Recommendation

Discussion

Discussion

Discussion on City of McAlester's Financials as of September 2016.

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

PJS

10-19-16

CITY OF MCALESTER

MONTHLY FINANCIAL REPORT

Toni Ervin, Chief Financial Officer

Presented at the October 25th Council Meeting

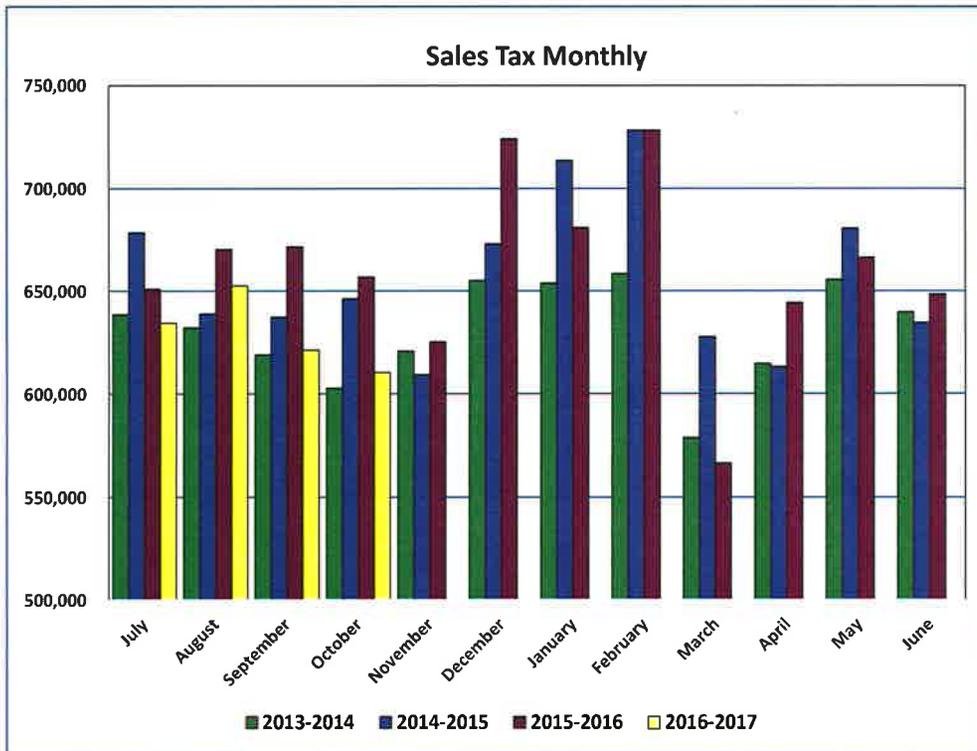
City of McAlester

Financial Summary as of June 30, 2016

Percentage of year complete: 100.00%

GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE (estimated)	\$ 1,012,998	\$ 1,012,998	\$ 1,012,998	
REVENUES	12,604,430	12,604,430	3,039,864	24.12%
EXPENDITURES	(13,694,882)	(13,694,882)	(3,557,895)	25.98%
REVENUES OVER (UNDER) EXPENDITURES	\$ (1,090,452)	\$ (1,090,452)	\$ (518,032)	
TRANSFERS IN FROM MPWA	\$ 1,907,147	\$ 1,907,147	\$ 476,787	25.00%
TRANSFERS OUT TO NUTRITION, AIRPORT, & CAPITAL FUND	(816,695)	(816,695)	(206,946)	25.34%
NET TRANSFERS	\$ 1,090,452	\$ 1,090,452	\$ 269,841	
INCREASE (DECREASE) TO BEGINNING CARRYOVER	\$ -	\$ -	\$ (248,191)	
ENDING CARRYOVER BALANCE	\$ 1,012,998	\$ 1,012,998	\$ 764,807	

City of McAlester General Fund – Sales Tax Revenues



Month	Year - to - Date Comparison			
	2013-2014	2014-2015	2015-2016	2016-2017
July	638,883	678,826	651,128	634,582
August	632,369	639,149	670,479	652,685
September	619,254	637,490	671,817	621,415
October	602,907	646,480	656,874	610,556
November	621,063	609,468	625,417	-
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	-
Year Total	7,571,363	7,883,669	7,935,538	2,519,238

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS -10/2016

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

Fund	Description	Rate	Budget for year	YTD	% of the year	Projected Year End	Budget less Projected	Budget (4/12)	Projected Annual Difference (over budget)
				Collections OCT 2016	complete (4/12)				
01	General	2 cents	8,041,680	2,519,238	0.3333	7,557,713	483,967	2,680,560	161,322
26	Educational	0.25cent	1,005,210	314,905	0.3333	944,714	60,496	335,070	20,165
30	Economic Development	0.25cent	1,005,210	314,905	0.3333	944,714	60,496	335,070	20,165
38	Dedicated Sales Tax	1 cent	4,020,840	1,259,619	0.3333	3,778,857	241,983	1,340,280	80,661
			14,072,940	4,408,666		13,225,998	846,942		282,314

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

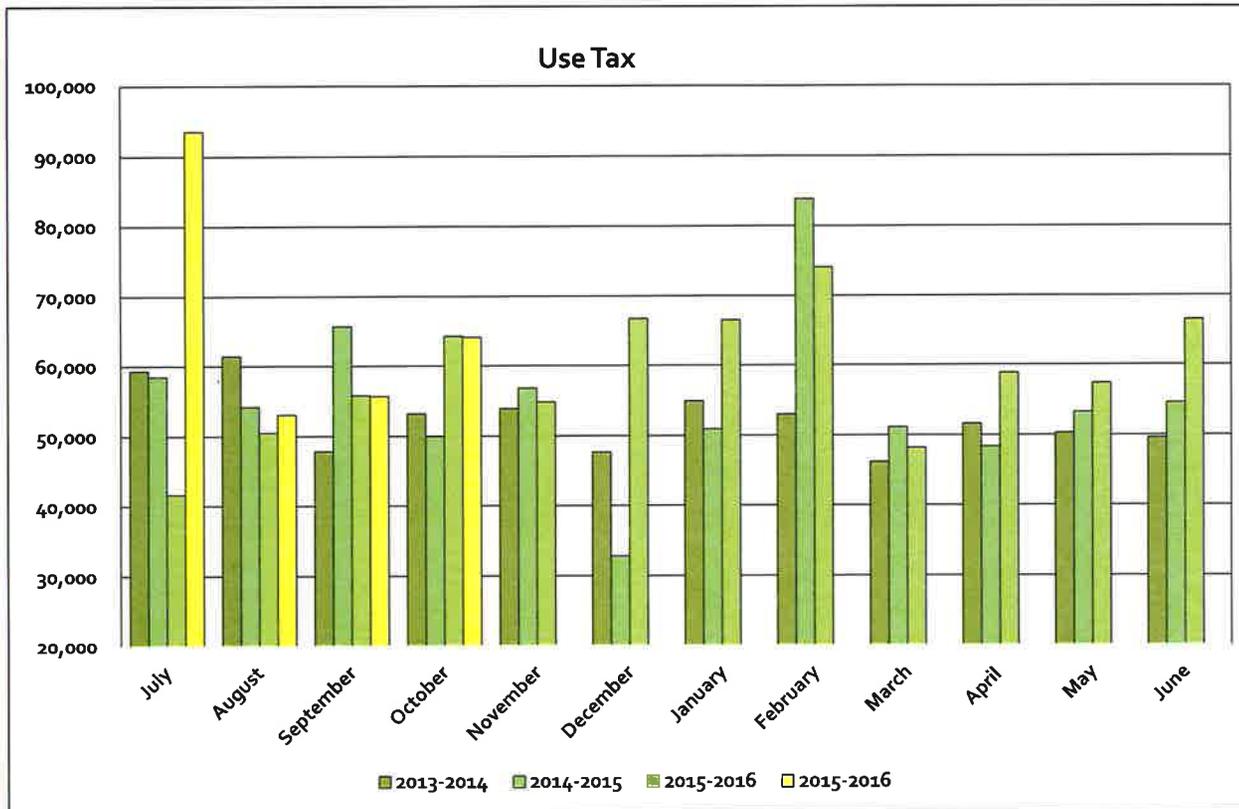
Fund	Description	Rate	Budget for year	YTD	% of year	Projected Year End	Budget less Projected	Budget per 3 year average	Projected Annual Difference (over budget)
				Collections OCT 2016	collected (3 yr average)				
01	General	2 cents	8,041,680	2,519,238	0.3311	7,608,368	433,312	2,662,713	143,476
26	Educational	0.25cent	1,005,210	314,905	0.3311	951,046	54,164	332,839	17,934
30	Economic Development	0.25cent	1,005,210	314,905	0.3311	951,046	54,164	332,839	17,934
38	Dedicated Sales Tax	1 cent	4,020,840	1,259,619	0.3311	3,804,184	216,656	1,331,357	71,738
			14,072,940	4,408,666		13,314,645	758,295		251,082

Current Year -

General Fund Collections

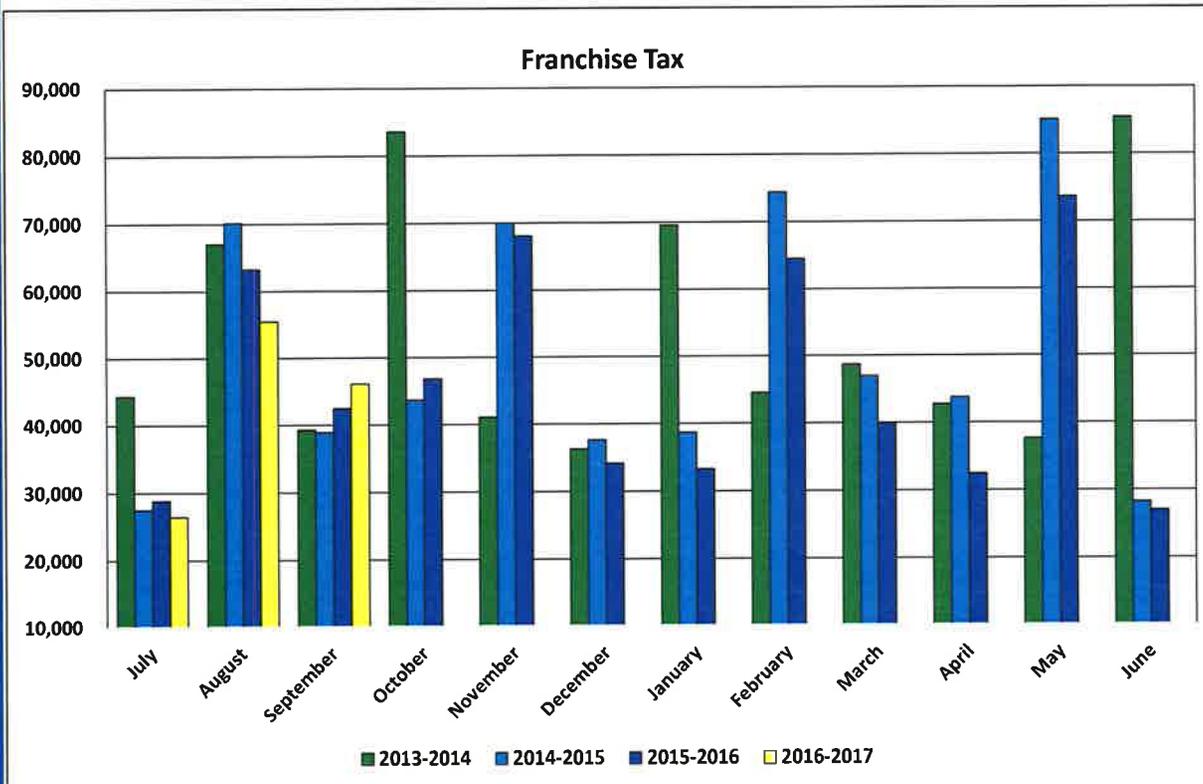
		Collections Average based on General Fund Only.						
		2013-2014	%of year	2014-2015	%of year	2015-2016	%of year	3 yr average
634,582	JUL	638,883	0.0844	678,826	0.0861	651,128	0.0821	0.0842
652,685	AUG	632,369	0.0835	639,149	0.0811	670,479	0.0845	0.0830
621,415	SEP	619,254	0.0818	637,490	0.0809	671,817	0.0847	0.0824
610,556	OCT	602,907	0.0796	646,480	0.0820	656,874	0.0828	0.0815
	NOV	621,063	0.0820	609,468	0.0773	625,417	0.0788	0.0794
	DEC	655,147	0.0865	673,245	0.0854	724,299	0.0913	0.0877
	JAN	653,898	0.0864	713,781	0.0905	681,093	0.0858	0.0876
	FEB	658,527	0.0870	728,463	0.0924	728,461	0.0918	0.0904
	MAR	578,831	0.0765	627,860	0.0796	566,427	0.0714	0.0758
	APR	614,862	0.0812	613,352	0.0778	644,363	0.0812	0.0801
	MAY	655,718	0.0866	680,791	0.0864	666,458	0.0840	0.0856
	JUN	639,904	0.0845	634,765	0.0805	648,722	0.0817	0.0823
2,519,238		7,571,364	100%	7,883,669	100%	7,935,538	100%	

City of McAlester General Fund - Revenues



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	64,099
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	266,476

City of McAlester 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	46,109
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	
	640,506	605,192	554,703	118,656

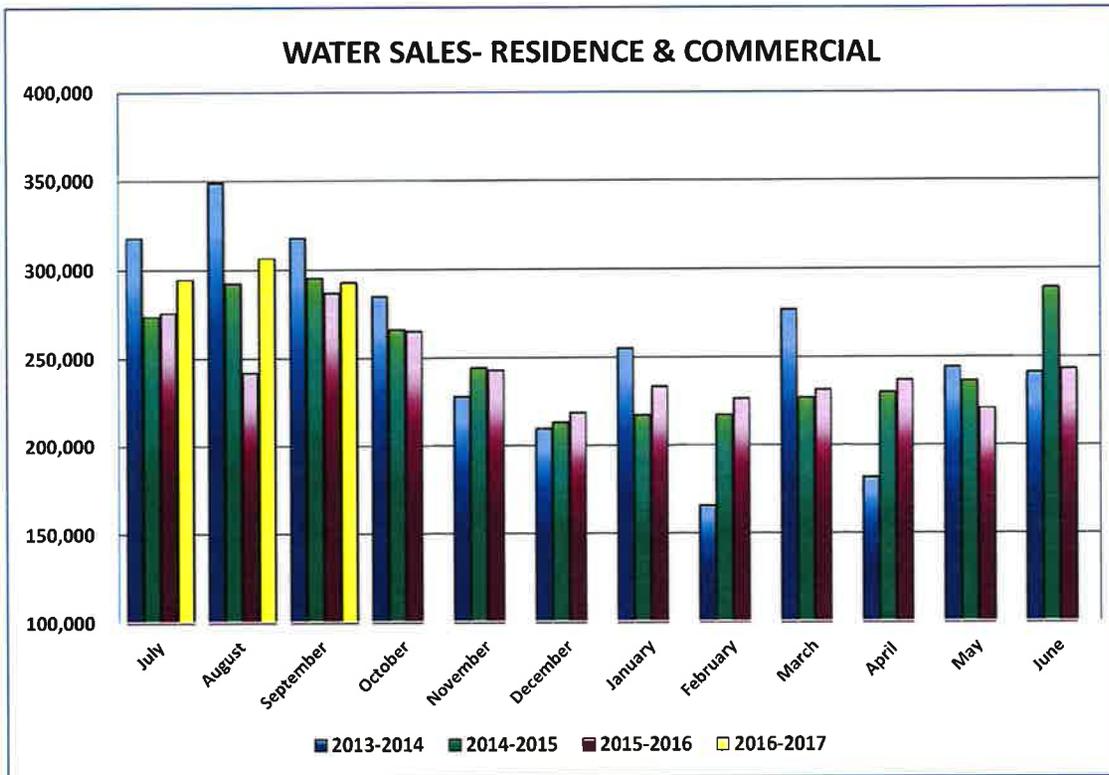
City of McAlester

Financial Summary as of June 30, 2016

Percentage of year complete: 100.00%

MPWA FUND AT A GLANCE				
	ORIGINAL	CURRENT		% OF
	<u>BUDGET</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>
BEGINNING FUND BALANCE (estimated)	\$ 810,873	\$ 810,873	\$ 810,873	
REVENUES	8,752,134	8,752,134	2,392,597	27.34%
EXPENDITURES	(6,832,487)	(6,832,487)	(1,411,299)	20.66%
REVENUES OVER (UNDER) EXPENDITURES	\$ 1,919,647	\$ 1,919,647	\$ 981,298	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT TO GENERAL FUND	(2,162,101)	(2,162,101)	(476,787)	22.05%
	\$ (2,162,101)	\$ (2,162,101)	\$ (476,787)	
INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE	\$ (242,454)	\$ (242,454)	\$ 504,511	
ENDING CARRYOVER BALANCE	\$ 568,419	\$ 568,419	\$ 1,315,384	

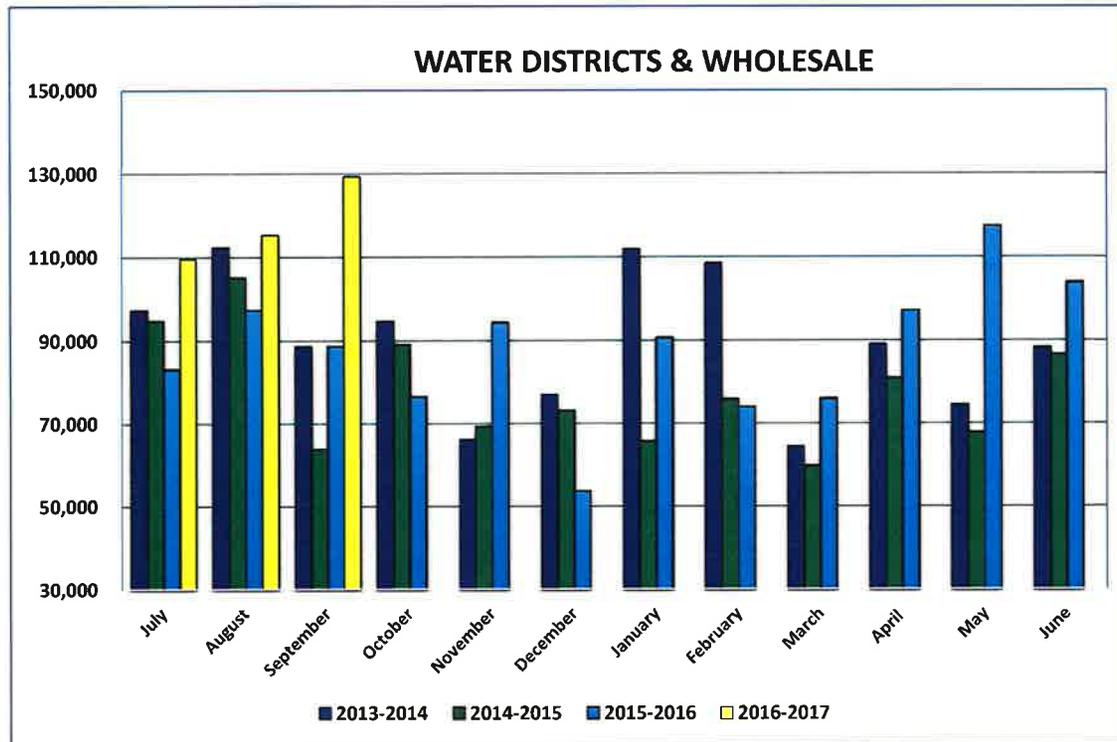
City of McAlester MPWA - Revenues



RESIDENCE & COMMERCIAL

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
July	318,126	273,956	275,927	294,872
August	349,127	292,608	241,930	306,794
September	318,100	295,607	287,190	292,980
October	285,181	266,309	265,245	
November	228,195	244,478	243,046	
December	209,532	213,234	218,554	
January	255,386	217,063	233,316	
February	166,105	217,257	226,748	
March	277,092	227,121	231,580	
April	181,999	229,888	236,955	
May	244,520	236,615	220,812	
June	241,326	289,484	243,389	
	3,074,689	3,003,620	2,924,692	894,646

City of McAlester MPWA - Revenues



WATER DISTRICTS & WHOLESAL

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
July	97,488	94,994	83,253	109,666
August	112,446	105,276	97,426	115,315
September	88,823	64,043	88,817	129,478
October	94,808	89,308	76,660	
November	66,315	69,480	94,396	
December	77,128	73,272	53,845	
January	112,004	65,843	90,798	
February	108,670	75,953	74,109	
March	64,641	59,819	76,128	
April	89,172	81,119	97,303	
May	74,612	68,021	117,508	
June	88,520	86,685	103,931	
Total	1,074,628	933,812	1,054,175	354,460

What is a P-Card/Purchase Card?

- ❖ The P-Card is a purchasing tool primarily for Travel & Training. Also provides employees efficiency and flexibility as the method of payment for most small dollar departmental purchases when a PO is not available.
- ❖ The P-Card effectively decreases expenses and offers increased control and monitoring of payments while reducing the time and paperwork associated with the use of purchase orders.

Key Roles

- ❖ P-Card Administrator – Toni Ervin
- ❖ P-Card Coordinators – Sheila Norman & Sherri Swift
- ❖ Customer Service – Security Bankcard Center
- ❖ Cardholders / Dept. Heads

P-CARD HOLDER RESPONSIBILITIES

- ❖ Attend Training
- ❖ Protect the security of your card
- ❖ Ensure purchases follow the P-Card Guidelines
- ❖ Ensure availability of funds before a purchase
- ❖ Observe all dollar limits on purchases
- ❖ Obtain documentation for every charge
- ❖ Reconcile all transactions
- ❖ Be Mindful of Budget
- ❖ Submit supporting documents timely
- ❖ Monitor activity for unusual/unauthorized charges
- ❖ Initiate transaction disputes
- ❖ Report lost or stolen card
- ❖ Notify the Coordinator of changes

i.e. Name change, Employee status or Department changes

USING THE PURCHASING CARD

Making a Purchase with the Purchasing Card when the Option to submit a Purchase Order is not available

When making purchases in person, the Cardholder must sign the charge receipt and retain the customer copy. The Cardholder must have itemized original receipts to back up their purchases. The Cardholder should verify that either the charge receipt or sales receipt complies with the requirements for supporting documentation.

The City of McAlester is exempt from Oklahoma State sales tax. It is the Cardholder's responsibility to ensure that this tax is not charged.

When making purchases via telephone, the Internet, and mail order, Cardholders should give the merchant the account number embossed on their card.

Travel

Travel expenses include hotel reservations, airline tickets, ground transportation, and meals while traveling on City business.

Travel privileges must be approved by a Department Head prior to travel dates.

Personal expenses may not be charged to the Purchasing Card.

The Purchasing Card may not be used for alcohol or excessive meal costs. All itemized receipts must be submitted with the Statement of Account.

Receipts

All receipts for P-Card purchases must be detailed and itemized.

Receipts should show all items purchased not just a total amount. The same would apply for restaurant receipts.

Payment-alone signature receipts will not be considered as proof of the purchase if it is not accompanied by the vendor's itemized receipt.

THANK YOU

Toni Ervin, Chief Financial Officer
City of McAlester

City Manager Report to the Council

October 11, 2016

Business:

- The City has received final sales tax numbers for the period August 16, 2016 through September 15, 2016. The final sales tax number to be received from the Oklahoma Tax Commission is \$1.068M. The budgeted number for this period is \$1.120M or \$52K under budget. For the first four months of the year sales tax revenue is under budget \$193K. The Use Tax received for the period is \$64K as compared to \$59K budgeted, or \$5K over budget. For the first four months of the year use tax revenue is \$30K over budget.
- Water Sales, district water sales, sewer and garbage sales for the month September 2016 equaled \$806K. The budgeted sales for September is \$757K or \$49K over budget for the month. For the first three months of the fiscal year, the City has received \$2.370M in sales revenue as compared to a budgeted number of \$2.251M or \$119K over budget. These numbers have been seasonally adjusted.
- In 2007, the Department of Environmental Quality (DEQ) issued the City of McAlester a Consent Order because the average of sample sites was not in compliance for Disinfectant Byproducts (DBPs), specifically Total Trihalomethanes (TTHMs). Since this time, a lot of work has gone into achieving compliance at the Plant. In 2008/2009, upgrades were made at the Plant to include clarifier improvements, chemical feed tanks and studies to optimize coagulant dosages. In 2011, filter improvements were made. In 2013, mixers were added to the water tanks in the distribution system and staff also started a flushing program to keep the water fresh. Currently, the City is in the process of installing automatic flushers in critical areas of the City. With all of the work performed, all sites are currently in compliance and DEQ has agreed to rescind the Consent Order.

Project Updates:

- 2015 CDBG Water line Project (Short Stonewall and Court Ave.): All water mains have been installed and tested. City is purchasing water meters that are compatible with the AMR system that will be installed later this year. These meters will arrive shortly and this portion of Stonewall will be finalized. The Court Avenue extension from 4th. Street to 7th. Street is under design. This portion will be submitted to DEQ for construction permitting.
- CIP #5, Washington Avenue (6th. to 8th.): Katcom has completed the subgrade from east of 6th. Street through 8th. Street intersection. Aggregate base is currently being installed. A slip paving machine will pour the entire prepared distance and hand pour the north and south side of the 8th. Street intersection beginning the week of October 24, 2016. The original contract date for completion of this project was November 18, 2016. Do to unexpected delays with utilities and the replacement of those utilities, a time extension will be coming forward to the Council in the near. The anticipated completion date for the project after Council approval will be January 1, 2017.
- Archery Park: Bathroom facilities for the Archery Range have been a challenge. Staff is currently working on a solution. We are planning for a September dedication and will advise the community once the date is decided. Mr. Priddy will be getting together with the EXPO Authority to discuss the current situation with the bathrooms.
- Adams Street 8" sewer line replacement: The contractor is on site. Construction schedule is 120 days.
- Miami Avenue 8" sewer line replacement: The contractor will move to this site after the completion of Adams Street.
- 500 N. Main Drainage Improvement: The project has been awarded to Collins Waterworks for construction. Currently the contractor is getting the required paperwork and bonding in place to proceed.
- Preakness Avenue Drainage: The drainage area has been cleaned and a drainage ditch has been established. City crews will construct a concrete drainage at a later date.
- 2016 CDBG Water Line Project: The project design is complete and ready for DEQ submittal for construction permitting.

- Carl Albert Parkway Signalization: The project is out for bid with a bid opening date of October 20, 2016. ODOT anticipates awarding the project in November with a construction start date of early spring 2017.
- Belmont Trail Bridge Replacement: The new bridge has been installed along with concrete approaches. Sodding has been completed. A number of small cleanup items have been identified. Contract completion is anticipated in early November.
- Wade Watts Boulevard Concrete Panel Replacement: The concrete crew is currently working on the south lane working towards the north across from Kiamichi Vo-Tech. Weather permitting, our in-house crew should be completed on the this section late in 2016.
- Automated Meter Reading System (AMI): HUB Engineering is currently designing the system. The plans and specifications for advertisement and bidding has been completed.
 - Infrastructure installation to begin in November with installation of meters in early January 2017.
- Canal Wall Maintenance and Failure Mitigation Program: Infrastructure Solutions is working on a block by block evaluation of existing canal walls and proposed maintenance and mitigation improvements. Possible solutions to include structural reinforcement with piers and cabling, steel struts on top of walls. A pilot project is currently being designed on a 32 foot section that is leaning. The design for this section is complete and currently being reviewed by City Staff.
- Alleyway Drainage at 2nd. Street north of Choctaw Avenue: Infrastructure Solutions is preparing a cost estimate with options on solutions. No new updates.
- Village Boulevard Drainage Improvements: Field investigation completed from the Fire Station to the Bridge.
- Village Boulevard asphalt overlay: The project has been awarded to H&G Construction. This is reconstruction of the asphalt base and surface from the new fire station to the intersection at the top of the hill. Mobilization by the contractor to begin the week of October 17, 2016.
- Drainage at 1st. and Taylor: Infrastructure Solutions has completed an H&H study to determine the size of the drainage conduit required. Bridge is out of service due to erosion of abutment. ISG is preparing alternatives and cost estimates to put the road back in service. Construction will be completed by City crews under the direction of Infrastructure Solutions.

- Washington Ave. bridge and sidewalk repair: The contract was awarded to Rocking O construction. The contractor is currently finalizing his paperwork and bonding.
- Water Treatment Plant MCC Replacement: The design is complete and plans are under review by City Staff and Severn Trent. Bid package to be completed upon plan approval.

Public Works Department:

- Report Attached, Severn Trent Services, Exhibit "A"
- Upcoming Projects:
 - Van Buren water line replacement from 5th. Street to 6th. Street.
 - Street stripping program phase 2.
 - Signalization project at South Avenue and the Union Pacific RR.
 - Wastewater storm water basin at east plant.
 - Choctaw Avenue Infrastructure study.
 - Water line replacement Capital Drive 12th
 - 6th. and Carl Albert Intersection Improvements.

Community Services Department:

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

Personnel:

- Report Attached, Exhibit "C"
- Open Positions
 - Communications E911 (1)
 - Information Technology (1)
 - Fire Fighter (2)
 - Recreation (1)
 - Engineering (1)
 - Cemetery (1)
 - Airport (1)
 - Utility Maintenance (1)

Fire Department:

- Report Not Available

Police Department:

- Report Attached, Exhibit “E”

Finance Department:

- Report Not Available

City Clerk:

- Report Not Available

Grants & Public Relations Manager:

- The Oklahoma Department of Transportation has awarded the City of McAlester a \$700,000 grant to build the Waterway Trail as outlined on the master trail plan. This trail is a 1.69 mile section of the trail system from the hospital area north to Park Avenue. This trail follows the drainage system. This grant has a \$175,000 match for a total project amount of \$875,000.
- Report Not Available

Fraternal Order of Police (FOP):

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

International Association of Fire Fighters (IAFF):

New Grievances Submitted

- No new grievances submitted.

Ongoing Grievances:

- Grievance – February 15, 2016, Kevin Austin Step Increase Skipped.
- Grievance – November 15, 2015, Aaron Boatright discipline. Tentative Agreement Reached.
- Unfair Labor Practice (ULP) filed with Professional Employees Relation Board (PERB). The City filed this action for the following reasons:

- Local 2284 has committed unfair labor practices and violated the Fire and Police Arbitration Act on numerous occasions involving multiple grievances and arbitrations during July 2015 through November 2015. These violations include, but are not limited to:
 - a. Delaying, refusing and/or interfering with the discussion and processing of pending grievances and arbitrations and thereby preventing disputes to be determined and resolved.
 - b. Delaying, refusing and/or interfering with the selection of arbitrators.
 - c. Delaying, refusing and/or interfering with the scheduling of arbitration hearing.

- The City through our labor attorney has been working diligently for months to get these remaining grievances scheduled for arbitration. The Union has requested arbitration on a number of these grievances, but they do not respond to our requests to move these forward.

- Unfair Labor Practice Hearing is scheduled for April 14, 2016. The PERB did not rule in favor of the Union's Request for Summary Judgement. The hearing has been scheduled for June 2016.

- Grievance – July 20, 2015, Facial Hair/Insubordination.
 - Mediation scheduled for January 28, 2016.
 - Additional language to be inserted in the Rules and Regulations during contract negotiations.

- Grievance – July 13, 2015, Abuse of sick leave for use of Outside Employment
 - Tentative Agreement Reached.

- Grievance – September 10, 2014, Driver/Operator Kenny Barone discipline.
 - Tentative Agreement Reached.

- Grievance – September 10, 2014, Retired Captain Rick Beams wage dispute. Arbitration Requested.

- Grievance – June 27, 2014, Retired captain Rick Beams accumulated leave, comp time, holidays and 1986 Zerboni Award.

- Grievance – May 13, 2013, Unused Holidays for 2012-2013 fiscal year. This grievance disputes the hours paid to Fire Fighters for unused Holidays for the fiscal year.

- Grievance – Minimum Compliment, This relates to the equipment and clothing issued to new Fire Fighters. This grievance was not settled during Mediation in February. For the fiscal year 2012-2013, 2013-2014, 2014-2015, 2015-2016 all new hires have been provided the minimum complement required under the rules and regulations for the IAFF. **Negotiating a possible compromise.**

Water Fees Waived:

- 102 W. Walker Ave. – customer fixed leak under faucet, adjustment \$7.03
- 616 Lone Oak Dr. – Pace Heat & Air, leak in faulty pipe underground, adjustment \$15.25
- 378 W. Hereford Ln. – All About U Plumbing, inside meter box on customer side had broken pipe, replaced PRV valve, adjustment \$15.38
- 215 E. Tyler Ave. – Scott Jewell, Plumber, fixed leak in copper pipe under house, adjustment \$124.81
- 301 E. Jackson – All About U Plumbing, replace ½ inch copper line with PEX, adjustment \$727.99
- 709 E. Cherokee – All About U Plumbing, hole in ¾ inch copper line, adjustment \$32.81
- 1313 S. 10th. – Humphrey’s Plumbing, replace water line from house to meter, adjustment \$45.06
- 306 W. Wyandotte – leak, adjustment \$154.65
- 8 W. Apache Ave. – CD Services Plumbing, leak at the underground service line, adjustment \$288.97

Payable Checks Released:

- Ervin & Ervin

Meetings Attended:

- MRHC Board Meeting
- Planning & Zoning Meeting

City of McAlester

August 2016

9/27/2016

Summary

The City is currently removing the solids from the drying beds. This will allow the sludge to be moved into the drying beds from the sludge lagoons. The sludge lagoons are beginning to fill with solids from the treatment process. Solids need to be removed from the lagoons before they fill completely and exceed permit limits. We are starting to see an increase in solids during our monthly testing.

HSP #2 pump assembly has been repaired and put back into service. During our initial startup, we noticed a problem somewhere in the electrical controls. The motor for the pump shuts itself down at random intervals. Our troubleshooting has determined a need for a technician from Eaton to be onsite to further troubleshoot the issue. We hope to schedule this work in September.

Many other capital projects are beginning to take shape. The new SCADA system is being constructed along with other process improvements. The Phosphate system is nearing completion and has been delayed slightly by equipment lead times. These projects are laid out in the initial CIP list.

L & L Construction has finished the construction of Filter #5 and turned it over to us. We properly disinfected the filter and achieved negative Bac-T samples. We placed the filter into test mode and began flowing water through it. Everything appears to be in good shape with the underdrain and media as the filter produced water with very low turbidity. There is a problem in the controls for this filter which we are working with our controls technicians to troubleshoot and repair. This filter has been offline for several years and the initial plan was to rehab the entire filter, including the controls. The controls were never checked or repaired before the underdrain replacement.

Items Requiring Approval

We would ask your consideration and approval of the following:

Request	Impact	Est. Cost
Install VFD's at Lake Pumps	Electrical savings, reduce impact on plant	\$62,000
Lagoon Cleaning Management	Determine best method for sludge removal, prepare RFP, contractor management	\$60,000
Filter Rehab	Meet DEQ requirements, comply with industry standards, and deliver quality water to customers.	\$1.6M

Noteworthy Events

The new gate should be installed soon. The new contractor has been out to take measurements and order parts. This should be complete in October.

Operations

There were two violations in August for the pond discharge and they were both for Manganese. This is due to the large amount of solids in the lagoons. All other sampling was well within limits. We test for lead and copper in residences in September.

Chemicals used for the month of July are as follows:

Performance Metrics	Current Month	Contract Year to Date
Water Treated (MG)	152.822	317.257
Finished Water (MG)	131.345	268.877
ACH (JH-100) (lbs.)	40,716	85,292
Chlorine (lbs.)	5,074	10,466
Sodium Permanganate (lbs.)	2,547	5,337
Carbon (lbs.)	2,400	6,150
Caustic (lbs.)	0	3,831
Polymer (lbs.)	0	0
Phosphate (lbs.)	147	147

Maintenance & Repair

The phosphate system is complete and we have brought the system online. We are fine tuning the feed system and checking for residuals in the system. This will help with corrosion control throughout the distribution system.

The new SCADA system is online and working well. There are bugs to work out during this process and we are working with the vendor to fix these. Overall the system works much better than before and allows greater control and monitoring of the plant both on-site and remotely.

The KFC Booster Station upgrade is nearing completion. The bulk of the new system is online and being remotely monitored from the Treatment Plant. There are a few items left to finish up and the contractors are waiting on parts to arrive. This project is scheduled for completion by the end of September.

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

Work Orders	Current Month	
	Opened	Closed
Predictive, Preventative, Corrective Maintenance	248	248
Total		

Financial Update

Both caps are running higher than average. The Chemical Cap should be ok as we have been under the past two years. The Maintenance Cap will likely need additional funding as the past two years have exceeded the initial amount.

Caps	This Month	Contract Year to Date	Remaining Balance
Chemical Cap	\$42,360.90	\$64,734.38	\$285,435.62
Maintenance Cap	\$10,781.85	\$28,528.04	\$71,471.96
Additional Maintenance Cap	\$0	\$0	\$0

Health & Safety

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

Personnel

We are still searching for a replacement operator to fill an empty position. Many operators are attending classes to further their knowledge and increase their certification levels.

**TABLE 2. DETAILED BREAKDOWN OF MAJOR MAINTENANCE IMPROVEMENT COSTS
MCALESTER WATER TREATMENT PLANT**

Task No.	Task Description	Original Task Budget	Revised Task Budget	Vendor/ Contractor	Vendor/ Contractor Total	STES Mark-up (5%)	STES Total	Task Balance	Funding Mechanism
1	Raw Water Flow Meter Improvements	\$4,800	\$4,800					\$6,768.57	CIP
	flowmeter, programming			Worth Hydrochem	\$6,033.56	\$301.68	\$6,335.24		
	tap and vault			HD Supply	\$412.70	\$20.64	\$433.34		
2	Coagulant Treatment Improvements	\$5,775	\$5,775					\$14,066.85	CIP
	Install SCADA control and flowpacing			Worth Hydrochem	\$13,397.00	\$669.85	\$14,066.85		
						\$0.00	\$0.00		
3	pH Adjustments /Caustic Soda Improvements	\$6,000	\$6,000					\$15,248.84	CIP
	day tank			National Tank	\$3,250.00	\$162.50	\$3,412.50		
	fittings			Bemac Supply	\$402.66	\$20.13	\$422.79		
	fittings			USA Blue Book	-\$64.91	-\$3.25	-\$68.16		
	fittings			USA Blue Book	\$35.84	\$1.79	\$37.63		
	tank sensors			USA Blue Book	\$228.56	\$11.43	\$239.99		
	electrical			White Electrical	\$26.05	\$1.30	\$27.35		
	fittings			USA Blue Book	\$1,063.15	\$53.16	\$1,116.31		
	pump feed skid			Edwards Equipment	\$9,581.35	\$479.07	\$10,060.42		
						\$0.00	\$0.00		
						\$0.00	\$0.00		
						\$0.00	\$0.00		
4	Polyphosphate Addition	\$14,800	\$14,800					\$87,551.53	CIP
	Design	\$17,260		Tetra Tech	\$4,000.00	\$200.00	\$4,200.00		
	Design			Tetra Tech	\$6,500.00	\$325.00	\$6,825.00		
	Design			Tetra Tech	\$2,500.00	\$125.00	\$2,625.00		
	Design			Tetra Tech	\$1,000.00	\$50.00	\$1,050.00		
	Design			Tetra Tech	\$1,500.00	\$75.00	\$1,575.00		
	Design			Tetra Tech	\$1,000.00	\$50.00	\$1,050.00		
	Design			ODEQ-Permit	\$455.98	\$22.80	\$478.78		
	Design			Tetra Tech	\$760.00	\$38.00	\$798.00		
	Programming, instrumentation, electrical		first invoice	Worth Hydrochem	\$8,118.75	\$405.94	\$8,524.69		
	Pump feed skid, transfer pump			Edwards Equipment	\$15,398.67	\$769.93	\$16,168.60		
	transfer pump VFD			Edwards Equipment	\$642.00	\$32.10	\$674.10		
	concrete, plumbing		first invoice	Roy J. Engelman	\$5,500.00	\$275.00	\$5,775.00		
	concrete, plumbing		second	Roy J. Engelman	\$5,800.00	\$290.00	\$6,090.00		
	Programming, instrumentation, electrical		final invoice	Worth Hydrochem	\$16,237.50	\$811.88	\$17,049.38		
	Programming, instrumentation, electrical		second invoice	Worth Hydrochem	\$10,618.75	\$530.94	\$11,149.69		
						\$0.00	\$0.00		
	eyewash station			Bemac Supply	\$3,350.76	\$167.54	\$3,518.30		
5	Powdered Activated Carbon (PAC) Feed Improvements	\$50,000	\$50,000					\$5,247.90	CIP
	slurry feed pump			Edwards Equipment	\$4,998.00	\$249.90	\$5,247.90		
						\$0.00	\$0.00		
6	Lake McAlester Raw Water Sulfur Dioxide Treatment and Alternative Treatment	\$20,000	\$20,000					\$1,016.90	CIP
	fittings			USA Blue Book	\$968.48	\$48.42	\$1,016.90		
7	Lake McAlester Intake/WTP Telemetry and SCADA Enhancements	\$9,000	\$30,000					\$88,703.61	CIP
	fittings			USA Blue Book	\$70.94	\$3.55	\$74.49		
	fittings			USA Blue Book	\$372.17	\$18.61	\$390.78		
	feed pump			Edwards Equipment	\$3,200.00	\$160.00	\$3,360.00		
	fittings			USA Blue Book	\$106.28	\$5.31	\$111.59		
	tank sensors			USA Blue Book	\$652.56	\$32.63	\$685.19		
	electrical			Tony's Electrical	\$2,325.00	\$116.25	\$2,441.25		
	concrete			Roy J. Engelman	\$2,860.00	\$143.00	\$3,003.00		
	programming, PLC			Worth Hydrochem	\$12,840.00	\$642.00	\$13,482.00		
	Variable Speed Drives (4 Motors)			Worth Hydrochem	\$31,026.34	\$1,551.32	\$32,577.66		
				Worth Hydrochem	\$31,026.34	\$1,551.32	\$32,577.66		
						\$0.00	\$0.00		
						\$0.00	\$0.00		

**TABLE 2. DETAILED BREAKDOWN OF MAJOR MAINTENANCE IMPROVEMENT COSTS
MCALESTER WATER TREATMENT PLANT**

Task No.	Task Description	Original Task Budget	Revised Task Budget	Vendor/ Contractor	Vendor/ Contractor Total	STES Mark-up (5%)	STES Total	Task Balance	Funding Mechanism
						\$0.00	\$0.00		
8	Lake McAlester Intake Water Withdrawal Improvements	\$10,000	\$0					\$0.00	City Funding
9	Seminole Tank/WTP Telemetry and SCADA Enhancements	\$10,800	\$10,800					\$0.00	CIP
						\$0.00	\$0.00		
						\$0.00	\$0.00		
10	Skyline Tower Level Measurement and Telemetry	\$37,000	\$37,000					\$4,022.55	CIP
	telemetry			Worth Hydrochem	\$3,831.00	\$191.55	\$4,022.55		
						\$0.00	\$0.00		
11	Industrial Tower Level Measurement and Telemetry	\$37,000	\$37,000					\$7,297.50	CIP
	telemetry			Worth Hydrochem	\$6,950.00	\$347.50	\$7,297.50		
						\$0.00	\$0.00		
12	KFC Booster Pumping Station SCADA and Telemetry Improvements	\$9,000	\$37,000					\$74,242.67	CIP
	VFD's, telemetry, electrical			Worth Hydrochem	\$23,361.00	\$1,168.05	\$24,529.05		
	VFD's, telemetry, electrical			Worth Hydrochem	\$23,361.00	\$1,168.05	\$24,529.05		
	VFD's, telemetry, electrical			Worth Hydrochem	\$23,361.00	\$1,168.05	\$24,529.05		
	fittings			USA Blue Book	\$159.21	\$7.96	\$167.17		
	fittings			USA Blue Book	\$465.09	\$23.25	\$488.34		
						\$0.00	\$0.00		
13	Summit Ridge Booster Pumping Station SCADA and Telemetry	\$10,095	\$25,000					\$26,250.00	CIP
	telemetry			Worth Hydrochem	\$25,000.00	\$1,250.00	\$26,250.00		
						\$0.00	\$0.00		
14	SCADA System Improvements	\$3,400	\$3,400					\$14,662.20	CIP
	new SCADA software and monitoring			Worth Hydrochem	\$9,075.00	\$498.75	\$10,473.75		
	upgrade Raw Pump station telemetry			Worth Hydrochem	\$3,989.00	\$199.45	\$4,188.45		
						\$0.00	\$0.00		
15	Spill Containment for Chemical Storage	\$10,000	\$10,000					\$0.00	CIP
						\$0.00	\$0.00		
16	Evaluate Existing Filter Media and Backwash Operation	\$12,270	\$12,270					\$21,452.64	CIP
	filter operation eval, recommendations			Severn Trent Services	\$8,161.09	\$408.05	\$8,569.14		
	filter media inspection, recommendations			All Service Contracting	\$12,270.00	\$613.50	\$12,883.50		
17	Filter 5 Rebuild	\$100,000	\$100,000						City Funding
						\$0.00	\$0.00		
18	Restore Reclaim Water Pump Station	\$80,000	\$80,000						City Funding
19	Modification to Lagoon Outfall Metering Station	\$6,000	\$6,000						City Funding
20	Remove Lagoon Solids	\$150,000	\$400,000						City Funding
20.1	New Lagoon Treatment and Sludge Pumping	\$89,000	\$89,000						City Funding
21	Reconstruct Filter Backwash Programming	\$6,800	\$150,000						City Funding
22	Replace the 2 Taps on the Raw Water 30-inch	\$2,000	\$2,000						City Funding
23	Solids Disposal Truck and Trailer	\$80,000	\$80,000						City Funding
24	Install Distribution Flow Meter Signal to Existing SCADA Console	\$2,500						\$6,397.65	CIP
	electrical, programming			Worth Hydrochem	\$6,093.00	\$304.65	\$6,397.65		
						\$0.00	\$0.00		
25	High Service Pump Station Motor Control Center (MCC) and Electrical Gear Improvements								City Funding
26	Risk Management Plan for Chlorine Gas	\$10,000						\$13,746.76	CIP
	new exhaust fan			H&P Mechanical	\$6,847.75	\$342.39	\$7,190.14		
	CL2 alarms			Worth Hydrochem	\$6,294.40	\$312.22	\$6,556.62		
						\$0.00	\$0.00		

**TABLE 2. DETAILED BREAKDOWN OF MAJOR MAINTENANCE IMPROVEMENT COSTS
MCALESTER WATER TREATMENT PLANT**

Task No.	Task Description	Original Task Budget	Revised Task Budget	Vendor/ Contractor	Vendor/ Contractor Total	STES Mark-up (5%)	STES Total	Task Balance	Funding Mechanism
27	Install 5 Aum Valve Operator Motors								City Funding
28	Repair the Overhead Gantry in the High Service Pump Room and Chlorine Storage.							\$14,729.34	CIP
	crane repair			Central States Crane	\$14,027.94	\$701.40	\$14,729.34		
						\$0.00	\$0.00		
29	Disposal of Old Chemicals		\$3,000						CIP
	free, no charge					\$0.00	\$0.00		
30	Install Missing Scrapers to Clarifier Rakes					\$0.00	\$0.00		City Funding
31	Initial Maintenance Crew					\$0.00	\$0.00		City Funding
32	Restore Fluoride Treatment at the Appropriate Feed for Community Dental Health					\$0.00	\$0.00		City Funding
33	Clear well leaks					\$0.00	\$0.00		City Funding
34	Replace Sluice gates for clarifiers (3)	\$15,000	\$18,000					\$0.00	City Funding
				Edwards Equipment		\$0.00	\$0.00		
				Terry Cox		\$0.00	\$0.00		
						\$0.00	\$0.00		
					\$382,290.96	\$19,114.55	\$401,405.51		

**EXPO ATTENDEE'S REPORT
SEPTEMBER 2016**

DATE	EVENT	ATTENDANCE
	Y-T-D TOTAL	9,096
9-1-16	City Dinner	125
9-3-16	Wedding/Reception	800
9-3-16	Male Revue	80
9-3-16	Reunion	30
9-4-16	Birthday Party	300
9-4-16	Graduation Party	40
9-7-16	Free Fair	30
9-8-16	Free Fair	200
9-9-16	Free Fair	200
9-10-16	Free Fair	200
9-12-16	JBCC	25
9-13-16	Pipeline Safety	35
9-13-16	JBCC	50
9-14-16	JBCC	32
9-14-16	City – Economic Development	20
9-14-16	USDA	80
9-15-16	Petro Quest	140
9-15-16	JBCC	40
9-16-16	City – City Clerk	50
9-16-16	Equipment Auction set up	10
9-17-16	American Farmers & Ranchers	100
9-17-16	Equipment Auction	300
9-17-16	Fire Fighter Classic	400
9-18-16	Fire Fighter Classic	400
9-19-16	Cattlemen	75
9-19-16	Big V Feed Meeting	85
9-21-16	FCCLA	350
9/22-9/23/16	Shrine Circus	3100
9-24-16	Wed. Shower	45
9-24-16	Ladies Conf. & Concert	175
9-25-16	Birthday Party	40
9-27-16	Choctaw Fun Fest Set up	6

9-27-16	City/DOT Meeting	25
9-27-16	Savanna ACT	33
9-28-16	Choctaw's Fun Fest	900
9-29-16	Retirement Party	50
9-29-16	City Red Flag Meeting	10
9-29-16	Ducks Unlimited Banquet	200
9-30-16	Wedding set up	10
9-30-16	Gun Show set up	20
	MONTHLY TOTAL	8,811
	YEAR TO DATE	17,907

EXPO RENTAL INCOME REPORT

SEPTEMBER 2016

DATE	PAYMENT	RECEIPT#	EVENT	DATE OF EVENT
Y-T-D TOTAL	\$6,065.00			
9-6-16	\$40.00	41460	Graduation Party	9-4-16+
9-7-16	\$1,500.00	41462	Shrine Circus	9/22-23/16+
9-7-16	\$65.00	41463	Birthday Party	10-8-16+
9-7-16	\$395.00	41464	Wedding/Rec.	10/7-8/16+
9-7-16	\$400.00	41466	BD Party/cleaning/damages	9-4-16+
9-7-16	\$100.00	41467	BD Party/cleaning/damages	9-4-16+
9-9-16	\$570.00	41468	FCCLA-Lead Conference	9-21-16+
9-14-16	\$100.00	41469	Compassion Preg. Center Banquet	10-7-17+
9-14-16	\$65.00	41470	USDA Meeting	9-14-16+
9-15-16	\$3,000.00	41472	Graham Equip. Auction	9-17-16+
9-16-16	\$65.00	41473	Big V Feeds Meeting	9-19-16+
9-16-16	\$65.00	41474	Baby Shower	12-3-16+
9-19-16	\$65.00	41476	Birthday Party	9-25-16+
9-19-16	\$315.00	41477	Amer. Farmers & Ranchers	9-17-16+
9-21-16	\$570.00	41478	FCCLA	9-21-16+
9-21-16	\$315.00	41479	Pipeline Safety Training	1-12-17+
9-21-16	\$65.00	41480	Birthday Party	9-25-16+
9-22-16	\$65.00	41481	Birthday Party	11-5-16+
9-23-16	\$530.00	41483	Stronger Ladies Conf. & Concert	9-24-16+
9-26-16	\$215.00	41484	Wedding/Reception	9/30-10/1/16+
9-26-16	\$195.00	41486	Resource Family Training	8/25-27/16+
9-28-16	\$125.00	903935	Savanna ACT Testing	9-27-16+
9-29-16	\$125.00	41487	Retirement Party	9-29-16
9-29-16	\$315.00	41488	Ducks Unlimited	9-29-16
9-30-16	\$945.00	41489	Gun Show	9/30-10/2/16
9-30-16	\$65.00	41490	Baby Shower	2/11/17
9-30-16	\$65.00	41491	Birthday Party	11/19/16
9-30-16	\$65.00	41492	Birthday Party	10-1-16
9-30-16	\$20.00	41493	RV Space	9/30-10/1/16
MONTHLY TOTAL	\$10,425.00			
Y-T-D TOTAL	\$16,490.00			

City of McAlester

EXPO CENTER

ACTIVITY REPORT – SEPTEMBER 2016

<u>SEE ATTACHED REPORTS</u>	<u>CURRENT MONTH</u>	<u>FISCAL Y-T-D TOTALS</u>
Event Attendance	8,811	17,907
Rental Income	\$10,425.00	\$16,490.00
Concession Income	\$5,940.20	\$8,601.95
Catering Income	\$0.00	\$100.00

DAILY OPERATIONS, MAINTENANCE & EVENTS

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

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

Work events, supervise inmate labor (1 inmate at this time); clean, maintain and set up facility before and after each event. ***This is a tremendous responsibility with very few workers, usually only 1 employee per shift with 1 inmate, to accomplish these clean ups from events and set ups for events with deadlines that have to be met immediately, please refer to the attendance report of events this month.***

HEADCOUNT SUMMARY

As of September 30, 2016

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2015-2016	September 2016 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2015-2016	September 2016 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	August 2016 ACTUAL FULL-TIME	August 2016 ACTUAL PART-TIME
CITY MANAGER	CITY MANAGER	3	3						3	
TOURISM	CITY MANAGER	2	2						2	
ECONOMIC DEVELOPMENT	CITY MANAGER	1	1						1	
CITY COUNCIL	CITY COUNCIL				7	7				7
CITY CLERK	CITY COUNCIL	2	2						2	
PLANNING & ED	P&CD	5	5						5	
HUMAN RESOURCES	FINANCE	2	2		1	0	1	1 P/T REMAINS OPEN	2	0
COURT/LEGAL	FINANCE	3	3		4	4			3	5
UTILITY OFFICE	FINANCE	8	8		1	1			7	1
FINANCE	FINANCE	4	4		1	1			4	1
INFORMATION SERVICES	FINANCE	2	1	1				1 F/T POSITION REMAINS OPEN	1	
TOTAL		32	31	1	14	13	1		30	14
POLICE	POLICE	39	39						39	
CID (DETECTIVES)	POLICE	8	8						8	
ANIMAL CONTROL	POLICE	1	1						1	
COMMUNICATIONS	POLICE	4	4						4	
COMMUNICATIONS E911	E911	10	9	1				1 F/T POSITION REMAINS OPEN	9	
TOTAL		62	61	1					61	0
FIRE	FIRE	43	41	2				2 F/T POSITIONS REMAIN OPEN	41	
TOTAL		43	41	2					41	0
PARKS	COMMUNITY SVC	12	12		3	0	3	P/T POSITIONS REMAIN OPEN DUE TO SEASONAL EMPLOYEES	12	0
RECREATION	COMMUNITY SVC	3	2	1	13	4	9	1 F/T POSITION REMAINS OPEN, P/T POSITIONS REMAINS OPEN DUE TO SEASONAL EMPLOYEES	2	8
NUTRITION	COMMUNITY SVC	4	4		7	7			4	7
SWIMMING POOLS	COMMUNITY SVC				33	0	33	P/T POSITIONS REMAIN OPEN DUE TO SEASONAL EMPLOYEES		0
CEMETERY	COMMUNITY SVC	5	4	1	1	0	1	1F/T AND 1 P/T POSITION REMAINS OPEN	4	0
EXPO	COMMUNITY SVC	4	4		7	7			4	7
TOTAL		28	26	2	64	18	46		26	22

HEADCOUNT SUMMARY CONTINUED

As of September 30, 2016

DIVISION	DEPARTMENT	BUDGETED FULL-TIME 2015-2016	September 2016 ACTUAL FULL-TIME	OVER / UNDER BUDGET	BUDGETED PART-TIME 2015-2016	September 2016 ACTUAL PART-TIME	OVER / UNDER BUDGET	CHANGES	August 2016 ACTUAL FULL-TIME	August 2016 ACTUAL PART-TIME
ENGINEERING	PUBLIC WORKS	5	4	1				1 F/T POSITION REMAINS OPEN	4	
FACILITY MAINTENANCE	PUBLIC WORKS	3	3						3	
FLEET MAINTENANCE	PUBLIC WORKS	5	5						5	
AIRPORT	PUBLIC WORKS	3	2	1				1 F/T POSITION REMAINS OPEN	2	
STREETS	PUBLIC WORKS	14	14		5	0	5	SEASONAL POSITIONS REMAINS OPEN	14	
LANDFILL	PUBLIC WORKS	2	2						2	
TOTAL		32	30	2	5	0	5		30	0
WASTE WATER	UTILITIES	12	12						12	
UTILITY MAINT.	UTILITIES	10	9	1				1 F/T POSITION REMAIN OPEN	9	
TOTAL		22	21	1					21	0
GRAND TOTAL		219	210	9	83	31	52		209	36

Prepared by Sheila Maldonado, HR Coordinator
Generated October 4, 2016

**McAlester Police Department
Monthly Report
September, 2016**

	Activity		
	2015	2016	% +/-
Persons Jailed:	153	139	-09
Offense Reports:	240	216	-10
Total Crimes Reported:	367	291	-20

Crime	2015	2016	% +/-
Assault	23	26	+13
Burglary	27	15	-44
Public Intox	16	9	-43
Larceny	38	33	-13
Shoplifting	15	10	-33
Stolen Vehicle	9	6	-33
Vandalism	17	12	-29
DUI	8	3	-63
Drug Violation	62	56	-10

Traffic Accidents

	2015	2016	% +/-
Accident Reports:	39	50	+28
Injured:	12	16	+33
Fatality:	0	0	-0-

Traffic Enforcement

	2015	2016	% +/-
Citations:	827	847	

911/Communications Activity

	2015	2016	% +/-
Communications Entries:	6511	6347	

Training

Officers of the McAlester Police Department recently received training in the following areas:

Community Policing

Conducting Strip Searches

Crowd Control

Interviews and Interrogations

Vehicle Pursuits

Suicide Awareness

Ethics

Customer Service

“They Did or Said What?”

Intoxilyzer Certification

Activities for the Community Services Division of the McAlester Police Department:

- 09-01-16: Parker 5th Grade Lesson #2, and 6th grade class lesson #1.
- 09-02-16: Lakewood 3 classes k-1st lesson #3 and 2nd lesson #1.
- 09-08-16: Parker 5th Grade lesson #3 and 6th grade lesson #2.
- 09-09-16: Lakewood 3 classes k-1st lesson #4 , and 2nd grade lesson #3.
- 09-12-16: Puterbaugh 6 classes of 7th and 8th grade Lesson #1.
- 09-13-16: Parker 5th grade lesson #1
- 09-15-16: Parker 5th grade lesson #2, and 6th grade lesson #3 violence doesn't belong in my school.
- 09-16-16: Lakewood 3 classes k-2nd lesson #5, gun safety.
- 09-19-16: Puterbaugh 6 classes of 7th and 8th grades lesson #2 crime and community.
- 09-20-16: Parker 5th grade lesson #3 drugs are dangerous. Friends of the Library Fraud and Scam presentation.
- 09-21-16: KNED Meghan Waters Show; National Night Out.
- 09-22-16: Parker 5th grade lesson #7 emergency management, 6th grade lesson #4 fire
- 09-23-16: Lakewood 3 classes k-2nd Lesson #6 Internet safety.
- 09-26-16: Puterbaugh 6 classes Lesson #3 violence doesn't belong in my school.

Update on Records Management/Computer Aided Dispatch System

The McAlester Police Department, City of McAlester IT Department and Tyler Technologies are continuing to work on pace to install and initiate the new Records Management System and the Computer Aided Dispatch System. New computer servers necessary to operate the programs have been installed and work to transfer the data from the old system to the new is in progress. Training for personnel should commence the first week of November, 2016 and we should “go live” the next week.

Gary Wansick, Chief of Police

The McAlester Airport Authority met in Regular session on Tuesday October 11, 2016, at 6:00 P.M. after proper notice and agenda was posted October 6, 2016.

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

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

- Approval of the Minutes from the September 27, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending October 4, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 5,048.66 and a Grant amount of \$13,500.00.
- Confirm action taken on City Council Agenda Item H, the approval and authorization for the Mayor to sign the Outer Marker Lease agreement. *(Joe Ervin, City Attorney)*

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

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

Chairman Browne declared the motion carried.

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

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

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

Chairman John Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

The McAlester Public Works Authority met in Regular session on Tuesday October 11, 2016, at 6:00 P.M. after proper notice and agenda was posted October 3, 2016.

Present: Weldon Smith, Robert Karr, Buddy Garvin, Cully Stevens, Jason Barnett & 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 September 27, 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 October 4, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 196,935.81.
- Confirm action taken on City Council Agenda Item C, authorization of payment to KATCON, Inc., Invoice Payment #3, in the amount of \$ 34,646.98, 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 Infrastructure Solutions Group, LLC, Invoice MC-15-02A-03, in the amount of \$11,012.00 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, an Ordinance amending Chapter 86 Parks And Recreation of the McAlester City Code of Ordinances by adding a new Article V. Public Trail Regulations; Repealing Chapter 102 Traffic and Vehicles, Article V. Bicycles, Sec. 102-181 Operation On Walking/Jogging Trails in its entirety; repealing all conflicting ordinances, providing for severability, and declaring an emergency. *(Leroy Alsup, Community & Economic Development Director)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending the McAlester City Code Chapter 62 Land Development Code, Article V. Zoning, Division 3. Zoning Districts and District Regulations, Subdivision II. Specific Districts, Section 62-207 I-1 Light Industrial District and Section 62-208 I-2 Heavy Industrial District to modify Section 62-207(B) Uses Permitted and Section 62-208(B) Uses Permitted to add public buildings or uses as a Permitted Use, repealing all conflicting ordinances,

providing for severability, and declaring an emergency. *(Leroy Alsup, Community & Economic Development Director)*

- Confirm action taken on City Council Agenda Item 3, a resolution approving and accepting Oklahoma Department of Commerce Community Development Block Grant-Economic Development Infrastructure Finance (CDBG-EDIF) Grant Contract No. 16765 CDBG-ED 16 and for providing Job Tracking and authorizing the Mayor and City Staff to sign Environmental and Release of Funds documents and other grant related documents consistent with the City's CDBG-EDIF Application for the Krebs Brewing Co., Inc. acquisition of an industrial building/property project. *(Leroy Alsup, Community & Economic Development Director, Millie Vance, Grant Administrator)*
- Confirm action taken on City Council Agenda Item 4, a Statement of Compliance of Special Conditions as required by CDBG-EDIF Contract No. 16765 CDBG-ED 16, regarding Procurement Procedures, Ineligible Costs, Loan Rules, Sale of Building, and Appraisal. *(Leroy Alsup, Community & Economic Development Director, Millie Vance, Grant Administrator)*
- Confirm action taken on City Council Agenda Item 5, authorization for the Mayor to accept the bid and sign the Notice of Award to Collins Waterworks, LLC in the amount of \$ 62,590.00 for 500 N. Main Drainage Improvements Project. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, authorization for the Mayor to accept the bid and sign the Notice of Award to Rocking O Construction in the amount of \$ 25,000.00 for the Washington Ave. Bridge Sidewalk Repair Project. *(Peter Stasiak, City Manager)*

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

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

NAY: None

Chairman Browne declared the motion carried.

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

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

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

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

The McAlester Retirement Trust Authority met in Regular session on Tuesday, September 27, 2016, at 6:00 P.M. after proper notice and agenda was posted September 22, 2016.

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

Absent:

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 Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of September, 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, Read, 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, seconded by Mr. Smith. The vote was taken as follows:

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

NAY: None

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary