



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, December 13, 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 November 22, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for November 16, 2016 through December 6, 2016. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorization of payment to GC Rental & Sales, Invoice 43821, in the amount of \$ 930.20, for equipment rental for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- D. Consider and act upon, authorization of payment to Utility Supply Co., Invoice 099484, in the amount of \$ 2,486.04, for waterline items for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-05, in the amount of \$10,082.00 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)*
- F. Consider and act upon, a resolution authorizing the change from Part-Time to Full Time Position of Central Purchasing Agent and placed on the Non Uniform Pay plan on pay grade 119-01 for the FY 2016-2017. *(Toni Ervin, Chief Financial Officer)*
- G. Consider and act upon, a \$150 one-time net pay for all full and part time regular employees. *(Peter Stasiak, City Manager)*
- H. Concur with the Mayor's appointment of Mr. Chan Lee to the McAlester Ward Redistricting Committee. Mr. Lee is to replace Mr. Jarred Phillips as representative for Ward 3. *(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.

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR ALL OF LOT 4, BLOCK 213, IN THE CITY OF MCALESTER, NOW KNOWN AS NORTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.

SCHEDULED BUSINESS

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

Executive Summary

Motion to approve the budget amendment ordinance.

2. Consider and act upon, approval and authorization for the Mayor to sign a Contract for Services with the McAlester Defense Support Association (MDSA) and McAlester Defense Support Services, Inc. (MDSS) for the creation of a full time office and Executive Director position for MDSS. This contract includes shared funding with the MDSA for the remainder of FY 2016-2017. *(Gene Walker, Vice Chairman, McAlester Defense Support Assoc.)*

Executive Summary

Motion to approve and authorize the Mayor to sign the Contract for Services with MDSA and MDSS for the Executive Director Position for MDSS.

3. Consider action to acquire the property at 103 Steven Taylor Blvd for the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21), subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce. *(Leroy Alsup, Community & Economic Development Director, Millie Vance, Grant Administrator)*

Executive Summary

Motion to acquire the property at 103 Steven Taylor Blvd for the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21), subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce and to authorize the Mayor to execute the Statement of the Basis for Determining Just Compensation and other closing documents to complete said acquisition.

4. Consider and act upon, the Triple Net Real Property Lease Agreement between the City of McAlester and Krebs Brewing Co., Inc. for the property at 103 Steven Taylor Boulevard. McAlester, OK. *(Leroy Alsup, Community & Economic Development Director)*

Executive Summary

Motion to authorize the Mayor to execute the Triple Net Real Property Lease Agreement between the City of McAlester and Krebs Brewing Co., Inc. for the property at 103 Steven Taylor Boulevard. McAlester, OK, subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce and the closing on the acquisition of the property at 103 Steven Taylor Boulevard. McAlester, OK.

5. **TABLED FROM THE DECEMBER 6TH SPECIAL MEETING:** Consideration of an appeal from William R. Billy in regards to the November 2, 2016 Notice of Violation/Administrative Order to abate the nuisance on the property at 1400 E. Pierce Avenue that was tabled at the November 22, 2016 City Council Meeting. *(Leroy Alsup, Community & Economic Development Director, George Estrada, Building Inspector, James Schulz, Code Enforcement)*

Executive Summary

Motion to direct the McAlester Code Enforcement Officer and the Building Inspector to summarily abate the nuisance on the property at 1400 E. Pierce Avenue.

6. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for all of Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District. *(Leroy Alsup, Community & Economic Development Director)*

Executive Summary

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District and authorizing the Mayor to sign the ordinance.

7. Consider and act upon, a "Use Permit After Review" in the "Wade Watts Corridor" for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales. *(Leroy Alsup, Community & Economic Development Director)*

Executive Summary

Motion to approve a "Use Permit After Review" in "Wade Watts Corridor" for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales and to authorize the Mayor to sign the "Use Permit after Review" approval form.

8. Consider and act to authorize the Mayor to execute documents necessary for assignment from DLI McAlester, LLC to UIRC-GSA VI MCALESTER OK, LLC, of DLI's interests in a certain lease recorded on February 9, 2001 with the Pittsburg County Clerk as Document No. 59897 in Book 001094, Pages 327-338 (The DEA Building). *(Joe Ervin, City Attorney)*

Executive Summary

Authorize the Mayor to execute documents necessary for assignment from DLI McAlester, LLC to UIRC-GSA VI MCALESTER OK, LLC, of DLI's interests in a certain lease recorded on February 9, 2001 with the Pittsburg County Clerk as Document No. 59897 in Book 001094, Pages 327-338 (The DEA Building).

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 November 22, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending December 6, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item G, a \$150 one-time net pay for all full and part time regular employees. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, authorization for the Mayor to execute documents necessary for assignment from DLI McAlester, LLC to UIRC-GSA VI MCALESTER OK, LLC, of DLI's interests in a certain lease recorded on February 9, 2001 with the Pittsburg County Clerk as Document No. 59897 in Book 001094, Pages 327-338 (The DEA Building). *(Joe Ervin, City Attorney)*

ADJOURN MAA**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the November 22, 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 December 6, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, authorization of payment to GC Rental & Sales, Invoice 43821, in the amount of \$ 930.20, for equipment rental for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Utility Supply Co., Invoice 099484, in the amount of \$ 2,486.04, for waterline items for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item E, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-05, in the amount of \$10,082.00 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 G, a \$150 one-time net pay for all full and part time regular employees. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for all of Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District. *(Leroy Alsup, Community & Economic Development Director)*
- Confirm action taken on City Council Agenda Item 7, a “Use Permit After Review” in the “Wade Watts Corridor” for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales. *(Leroy Alsup, Community & Economic Development Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

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

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

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

- Consider and act to authorize settlement of the Worker’s Compensation claim of Jeff Ketchum.

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
November 22, 2016

The McAlester City Council met in a Regular session on Tuesday, November 22, 2016, at 6:00 P.M. after proper notice and agenda was posted, November 17, 2016 at 3:54 P.M.

Call to Order

Mayor Browne called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

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

Ceremony and Awards

Mayor Browne presented Tommy Hill as August 2016 “Employee of the Month”. Mr. Hill received a certificate of appreciation and a personal planner.

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.

Christi John, 119 E. Choctaw addressed the Council informing them of the award that McAlester Main Street had received from “Keep America Beautiful” for a “Pocket Park” that was constructed in between two (2) buildings in Old Town.

Mayor Browne thanked McAlester Main Street for everything they did in the city.

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 November 8, 2016, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for November 2, 2016 through November 15, 2016. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$108,630.68; Parking Authority - \$103.41; Nutrition - \$2,094.35; Landfill Res./Sub-title D - \$4,035.00; Tourism Fund - \$1,953.23; SE Expo Center - \$15,955.33; E-911 - \$14,590.06; Economic Development - \$1,302.92; CDBG Grants Fund - \$458.03; Fleet Maintenance - \$13,117.66; Worker's Compensation - \$941.68; CIP Fund - \$13,024.79 and Technology Fund - \$6,223.89.
- C. Consider and act upon, ratification of Change Order #1 to H & G Paving Contractors for Village Boulevard Street Improvements in the amount of \$20,235.00 adding five (5) days to the Substantial Completion date per Resolution 15-14, dated November 13, 2015. *(Peter Stasiak, City Manager)*
- D. Consider and act upon, a request from Savanna High School, to partner with them for the rental fee for the use of the Southeast Expo Center for ACT Testing for Juniors set for February 28, 2017 in the amount of \$125.00. *(Jerry L. Wilson Expo Manager)*
- E. Consider and act upon, approval of the Schedule of Council and Authorities 2017 meeting dates. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, authorizing the Mayor to sign loan documents from First National Bank which is for Phase I of the AMI Project: (UTS) Utility Technology Services, Inc. This Project and funding was discussed on March 8th and approved acceptance on bidding August 23rd. *(Toni Ervin, Chief Financial Officer)*

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

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

Mayor Browne declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Smith to open a Public Hearing to address an ordinance amending Section 18-51 of the City of McAlester Code of Ordinances.

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

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

NAY: None

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

Public Hearing

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF MCALESTER, OKLAHOMA AMENDING SECTION 18-51 AND REPEALING ALL CONFLICTING ORDINANCES.

There were no comments from the Council or the citizens and Councilman Read moved to close the Public Hearing. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:10 P.M.

Scheduled Business

1. Discussion and presentation on granting a request by McAlester Public Schools to discharge fireworks during specific school functions. *(John Browne, Mayor)*

Executive Summary

Presentation.

This item was withdrawn.

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

Executive Summary

Motion to approve the repair and maintenance of our SCBA Packs and mask. The cost of the repairs not to exceed \$5000.00. Repairs to be made with funds from the City of McAlester Fire Department's portion of the county quarter cent excise tax for fire services.

Chief Brewer addressed the Council explaining that the department had several SCBA units that needed maintenance and repairs. He added that the estimates received were from Panhandle Breathing Air Systems, Inc. and they were the authorized service center for those SCBAs.

After a brief discussion concerning the cost of repairs to the cost of new units, a motion was made by Councilman Read to approve the repair and maintenance of several SCBA Packs and masks, not to exceed \$5,000.00 and the funding to come from the City of McAlester Fire Department's portion of the county quarter cent excise. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, an ordinance amending the Code of Ordinances, City of McAlester, Oklahoma amending Section 18-51 and repealing all conflicting ordinances. *(Leroy Alsup, Director Community & Economic Development, George Estrada, Building Inspector)*

Executive Summary

Motion to act upon and approve the above ordinance amending Section 18-51 and repealing all conflicting ordinances and authorizing the Mayor to sign the ordinance.

ORDINANCE NO. 2587

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF MCALESTER, OKLAHOMA AMENDING SECTION 18-51 AND REPEALING ALL CONFLICTING ORDINANCES.

George Estrada, Building Inspector addressed the Council explaining that the International Residential Code (IRC), 2015 Edition had been adopted, with amendment, by the Oklahoma Uniform Building Code Commission with an effective date of November 1, 2016. He added that it was the Community & Economic Development Department's recommendation that the Council adopt the International Residential Code (IRC), 2015 Edition as amended.

Mayor Browne commented that this was just bringing the City's building code up to State standards.

A motion was made by Vice-Mayor Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2587**, amending section 18-51 by adopting the International Residential Code (IRC), 2015 Edition.

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

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

NAY: None

Mayor Browne declared the motion carried.

4. Consideration of an appeal from William R. Billy in regards to the November 2, 2016 Notice of Violation/Administrative Order to abate the nuisance on the property at 1400 E. Pierce Avenue. *(George Estrada, Bldg. Inspector, James Schulz, Code Enforcement, Leroy Alsup, Director)*

Executive Summary

Motion to direct the McAlester Code Enforcement Officer and the Building Inspector to summarily abate the nuisance on the property at 1400 E. Pierce Avenue.

George Estrada, Building Inspector addressed the Council reviewing the events that had occurred concerning the property at 1400 E. Pierce Avenue. He commented that he believed that the citizen was living in the storage building at that address and storage buildings cannot be on a lot by themselves.

Jared A. Snedden, attorney for Mr. Billy addressed the Council stating that Mr. Billy did not live in the storage building and Mr. Billy had contacted a company to have the structure removed. He also wanted to make sure that Mr. Billy would not have to pay a fine.

After a lengthy discussion concerning why an address was requested, why the 911 department was contacted, why an address was not issued, if Mr. Billy was living in the storage building, if a ticket had been issued, and the Councils' authority to decide that the building be removed within a specific amount of time, Councilman Read moved to table this matter until the December 13th meeting and addressing it then if the structure had not been removed. The motion was seconded by Councilman Smith.

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

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

NAY: None

Mayor Browne declared the motion carried.

5. Discussion and update on Financials. *(Toni Ervin, Chief Financial Officer)*
Executive Summary
Discussion.

CFO Ervin addressed the Council briefly reviewing the City's financial status as of October 31, 2016. She informed the Council that the City was approximately a third through the year with sales tax revenues being two percent (2%) under budget but Use tax was four percent (4%) over budget. She commented that water sales for residential, commercial, wholesale and water districts were over budget.

CFO Ervin informed the Council that the audit was going well and was currently on schedule.

There was no vote on this item.

New Business

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

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak informed the Council of the \$7,155.00 Grant from the Department of Justice to purchase additional body cameras for the Police Department. He stated that this should get all of the officers a body camera. He commented that the AMI infrastructure had arrived and it was projected that the meters installations would begin sometime in December. He added that the focus with this phase was on the south side of the City. He informed the Council that a Public Meeting had been scheduled for December 15, 2015 at Puterbaugh to address any questions about the AMI system.

Remarks and Inquiries by City Council

Councilman Smith thanked the Fire Department for saving the structure on the west side of town.

Councilman Read inquired about the status of the Carl Albert traffic signals and the traffic light on the Bypass.

Manager Stasiak commented that the project had been sent out for bid and the bids received had been substantially over budget. He explained that the State would be rebidding the project. Manager Stasiak stated that the project was moving forward in a positive manner and the City should have some answers in the next week or so.

Vice-Mayor Karr wished everyone a Happy Thanksgiving.

Councilman Stevens and Barnett did not have any comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Browne wished everyone a Happy Thanksgiving. He commented that he had received this information from Pride In McAlester, that during the 2016 calendar year, they collected 1,034,114 pounds of waste, they have had 511 volunteers participate in their projects and Pittsburg County Drug Court was honored for their support of the Pride In McAlester cleanups. He read a letter that Police Chief Wansick had received from the District Attorney for Pittsburg and Haskell Counties commending the McAlester Police Department for the professionalism in their work.

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 Councilman Read.

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

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

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 6:42 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 6:43 P.M.

Adjournment

There being no further business to come before the Council, Councilman Read moved for the meeting to be adjourned. The motion was seconded by Vice-Mayor Karr.

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 6:44 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**November 16, 2016
Thru
December 6, 2016**

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026	AT & T LONG DISTANCE	I-201611229213	01	-5215315	TELEPHONE UTI UTIL PHONE-LONG DISTANCE	080973	49.26
01-A00154	PROPHET EQUITY II-B	I-PRI1346798	01	-5865312	EQUIPMENT REN STREETS DEPT OFC RENTAL	081018	307.87
01-A00155	ACTION SAFETY SUPPLY CO	I-00205074	01	-5865203	REPAIR & MAIN TRAFFIC STRIPING-CITY STR	081019	30,418.83
01-A00202	ADT SECURITY SERVICES	I-607833218	01	-5542308	CONTRACTED SE MO. SECURITY MONITORING	081020	41.99
01-A00267	AIRGAS, INC	I-9056859675	01	-5432202	OPERATING SUP MISC SUPPLIES-EMS	081022	187.02
		I-9057160142	01	-5432202	OPERATING SUP MISC SUPPLIES-EMS	081022	168.42
		I-9057525134	01	-5542203	REPAIRS & MAI MO. BTL RENTAL-PARKS	081022	117.13
		I-9057758750	01	-5543203	REPAIRS & MAI MO. BTL. RENTAL-POOL	081022	100.19
		I-9940506041	01	-5542203	REPAIRS & MAI MO. BTL RENTAL-PARKS	081022	72.75
01-A00362	VYVE BROADBAND	I-201611169200	01	-5431328	INTERNET SERV UTIL INTERNET-NORTHSIDE FIRE	080953	62.95
		I-201611229209	01	-5431328	INTERNET SERV UTIL INTERNET-FIRE STATION #2	080974	62.95
		I-201611229209	01	-5547328	INTERNET SERV UTIL INTERNET-OAKHILL CEMETERY	080974	62.23
		I-201611309223	01	-5865328	INTERNET SERV UTIL INTERNET-CENTRAL GARAGE	081001	83.90
		I-201611309223	01	-5431328	INTERNET SERV UTIL INTERNET-FIRE EMER. COMPL	081001	62.95
01-A00500	AMERICAN MUNICIPAL SERV	I-31999	01	-2105	COLLECTION AG COURT COLLECTION FEE-10-2016	081024	9,951.83
01-A00525	AMERICAN PLANNING ASSOC	I-298335-16102	01	-5652330	DUES & SUBSCR APA MEMBERSHIP-LEROY ALSU	081025	495.00
01-A00710	ARTS ELECTRIC	I-004495	01	-5548316	REPAIRS & MAI REPLACE EXHAUST FANS	081027	813.24
01-A00751	ATWOODS	I-3439/9	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081029	13.95
		I-3440/9	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081029	47.71
		I-3443/9	01	-5542203	REPAIRS & MAI REPAIR AND MAINT. ITEMS	081029	100.95
		I-3467/9	01	-5431202	OPERATING SUP SAND FOR SAND BAGS	081029	14.97
		I-3470/9	01	-5542203	REPAIRS & MAI REPAIR AND MAINT. ITEMS	081029	7.98
		I-3472/9	01	-5542203	REPAIRS & MAI REPAIR AND MAINT. ITEMS	081029	24.97
01-B00180	UNION IRON WORKS, INC.	I-S1962560.001	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081031	102.69
		I-S1962673.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081031	5.41
		I-S1963017.001	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081031	1.18
		I-S1964463.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081031	47.36

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00414	BOOMER ENVIRONMENT, INC	I-1611101540	01	-5865218	STREET REPAIR STORM DRAIN LIFT STATION	081033	3,596.25
01-B00503	BROKEN ARROW ELECTRIC S	I-S2117494.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081036	15.22
		I-S2117587.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081036	33.16
		I-S2118254.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081036	248.85
		I-S2119320.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081036	48.26
		I-S2121409.001	01	-5431203	REPAIRS & MAI BATTERY	081036	32.77
		I-S2124322.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081036	219.49
		I-S2125835.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081036	226.96
		I-S2126056.001	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	081036	263.42
01-C00149	CANON FINANCIAL SERVICE	I-16722581	01	-5215312	EQUIPMENT REN MONTHLY COPIER LEASE	081002	873.50
01-C00320	CENTERPOINT ENERGY ARKL	I-201611309224	01	-5215314	GAS UTILITY UTIL GAS-FIRE EMER COMPLEX	081003	221.04
		I-201611309224	01	-5215314	GAS UTILITY UTIL GAS-315 E. KREBS	081003	23.78
01-C00430	CHIEF FIRE & SAFETY CO.	I-184977	01	-5431203	REPAIRS & MAI MISC PARTS	081039	187.00
		I-184977	01	-5431207	CLOTHING ALLO MISC PARTS	081039	202.00
01-D00684	DR. JASON MCELYEA	I-027	01	-5432308	CONTRACTED SE EMS CONTRACT SVS 11/2016	081045	1,071.00
01-D00731	DUDE SOLUTIONS INC. DBA	I-R-108316	01	-5225349	SOFTWARE MAIN YEARLY SOFTWARE MAINT FEE	081046	5,328.39
01-E00266	ERVIN & ERVIN ATTORNEYS	I-DECEMBER 2016	01	-5214302	CONSULTANTS CONTRACT LEGAL SVS-DEC 2016	080999	3,233.33
01-F00037	FASTENAL	I-151880	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081051	4.12
		I-OKMCA152256	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081051	6.15
		I-OKMCA152279	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081051	194.53
01-F00112	FINLEY & COOK, PLLC	I-SI0019200	01	-5215301	AUDITING ANNUAL AUDIT FEES	081052	15,500.00
01-G00010	G & C RENTAL CENTER, IN	I-42887	01	-5865218	STREET REPAIR TOOL & EQUIP RENTAL	081055	257.40
		I-42890	01	-5865218	STREET REPAIR TOOL & EQUIP RENTAL	081055	189.20
		I-43609	01	-5547203	REPAIRS & MAI EQUIP RENTAL-OPEN GRAVES	081055	392.66
		I-43732	01	-5547203	REPAIRS & MAI EQUIP RENTAL-OPEN GRAVES	081055	45.00
		I-43956	01	-5865218	STREET REPAIR TOOL & EQUIP RENTAL	081055	138.00
01-H00075	HARRIS CONSTRUCTION SER						

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00075	HARRIS CONSTRUCTION SER		continued			
		I-3128	01 -5865218	STREET REPAIR ROCK HAULING FEE	081059	3,872.75
01-I00049	IDEAL CLEANING					
		I-201612059234	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS-11-2016	081061	1,515.00
01-I00061	RICOH USA, INC.					
		I-5045715784	01 -5321308	CONTRACTED SE COPIER MAINT FEES-CID	081062	72.50
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-INVADP120379	01 -5432308	CONTRACTED SE EMS CONTRACT SVS-OCT 2016	081063	3,729.06
01-I00120	TYLER TECHNOLOGIES					
		I-025-174111	01 -5225349	SOFTWARE MAIN YRLY SUPPORT FEE-UB&C CK SCAN	081064	668.54
		I-030-6085	01 -5225349	SOFTWARE MAIN YRLY SUPPORT FEE-TICKET WRITER	081064	3,675.00
01-J00110	JACKIE BRANNON CORR. CT					
		I-20170384	01 -5547308	CONTRACTED SE INMATE FEES-CEMETERY	081066	112.22
		I-20170386	01 -5542308	CONTRACTED SE INMATE FEES-PARKS	081066	78.54
01-J00121	JAMESCO ENTERPRISES, LL					
		I-14699	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	081067	724.52
		I-14710	01 -5215202	OPERATING SUP MISC JANITORIAL SUPPLIES	081067	633.59
01-J00220	JEREMY BUSBY					
		I-201612059235	01 -5321332	COMMUNITY SER REIMB COMM SVS SUPPLIES	081068	90.83
01-J00338	JOB CONSTRUCTION CO INC					
		I-33879	01 -5865218	STREET REPAIR ASPHALT FOR ST. PJT	081070	11,426.45
		I-33947	01 -5865218	STREET REPAIR ASPHALT-STREET REPAIR	081070	1,405.04
		I-33948	01 -5865218	STREET REPAIR ASPHALT-STREET REPAIR	081070	722.09
		I-33949	01 -5865218	STREET REPAIR ASPHALT-STREET REPAIR	081070	1,307.67
		I-33952	01 -5865218	STREET REPAIR ASPHALT-STREET REPAIR	081070	1,118.39
		I-33953	01 -5865218	STREET REPAIR ASPHALT-STREET REPAIR	081070	733.01
01-K00166	KEVIN HEAROD					
		I-201612059236	01 -5321331	EMPLOYEE TRAV REIMB LICENSE RENEW FEES	081071	100.00
01-L00380	LOCKE SUPPLY CO.					
		I-30094313-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081075	146.64
		I-30154730-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081075	81.76
01-L00428	LOWE'S CREDIT SERVICES					
		I-902159A	01 -5548204	SMALL TOOLS MISC MAINT & REPAIR ITEMS	081076	143.42
01-M00280	MEGAPATH CLOUD COMPANY,					
		I-8231373	01 -5215315	TELEPHONE UTI LONG DISTANCE- NOVEMBER	081005	418.57
01-M00470	MILLER BROTHERS ENTERPR					

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00470	MILLER BROTHERS ENTERPR		continued			
		I-40210	01 -5548316	REPAIRS & MAI MISC REPAIRS	081078	46.99
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA387999	01 -5215312	EQUIPMENT REN MONTHLY COPIER SERVICES	081079	516.72
01-M00570	MOORE MEDICAL CORP.					
		I-99286138	01 -5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	081081	665.54
01-M00769	MYDER FIRE SUPPORT SERV					
		I-ML02553	01 -5431339	VEHICLE/EQUIP FIRE ENGINE PUMP TESTING	081083	1,515.00
01-MC0146	PITTSBURG COUNTY EMERGE					
		I-DECEMBER 2016	01 -5101353	PITTSBURG EME DEC EMER MGMT FEES	081088	4,166.67
01-N00250	MCALESTER NEWS CAPITAL					
		I-2585	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	081089	46.75
		I-2586	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	081089	22.45
		I-300011100	01 -5211202	OPERATING SUP BID AD-HVAC RESERVE BLDG	081089	33.54
		I-300011486	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	081089	44.65
01-N00325	NORTH TEXAS TOLLWAY AUT					
		I-16-00986	01 -5321331	EMPLOYEE TRAV TOLL FEES	081091	3.54
01-000415	OKLA STATE UNIVERSITY					
		I-1600944	01 -5542331	EMPLOYEE TRAV PESTICIDE STUDY GUIDES	081097	177.00
01-000427	OKLA UNIFORM BUILDING C					
		I-OCT. 2016	01 -5652336	FEES BUILDING PERMIT FEES	080955	72.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-112016-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	081098	2,000.00
01-000600	OSU-FIRE SERVICE TRAINI					
		I-60826	01 -5431331	EMPLOYEE TRAV INSTRUCTOR TRAINING FEES	081099	600.00
01-P00242	PETER STASIAK					
		I-201611169202	01 -5210331	EMPLOYEE TRAV PETER STASIAK: ODOT	080956	71.88
		I-201611229214	01 -5210331	EMPLOYEE TRAV PETER STASIAK:KEEP OK BEAUTIFU	080976	150.34
01-P00310	PITNEY BOWES INC					
		I-1002398408	01 -5215202	OPERATING SUP SUPPLIES-POSTAGE MACHINE	081101	339.98
01-P00329	PITSTOP POP A LOCK					
		I-9496	01 -5542203	REPAIRS & MAI LOCKS-STIPE CENTER	081102	15.00
01-P00341	PITTS. COUNTY HEALTH DE					
		I-J. SMITH VACCINE	01 -5653213	SAFETY EXPENS RABIES VACCINATIONS	081103	966.90

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00390	PITTS.CO.FIREFIGHTER AS	I-11/21/2016	01 -5431330	DUES & SUBSCR ANNUAL MEMBERSHIP	081104	25.00
01-P00451	PURCHASE POWER / PITNEY	I-11/01/2016	01 -5215317	POSTAGE POSTAGE/POSTAGE MACHINE	081106	750.00
		I-11/23/2016	01 -5215317	POSTAGE POSTAGE/POSTAGE MACHINE	081106	750.00
01-P00510	PRO-KIL, INC	I-164855	01 -5544308	CONTRACT LABO PEST CONTROL - SBC	081107	106.00
		I-164967	01 -5542308	CONTRACTED SE PEST CONTROL - STIPE	081107	126.00
01-P00560	PUBLIC SERVICE/AEP	I-201611169201	01 -5215313	ELECTRIC UTIL UTIL ELEC-GENERAL	080957	12,483.46
		I-201611309225	01 -5215313	ELECTRIC UTIL UTIL ELEC-1699 E. CARL ALBERT	081006	26.92
01-Q00007	QFS, LLC	I-8115	01 -5548316	REPAIRS & MAI RECHARGE FIRE EXSTINGUISH	081108	60.00
		I-8134	01 -5432316	REPAIRS & MAI SERVICE FIRE EXTINGUISHER	081108	103.00
01-Q00035	QUILL OFFICE SUPPLIES,	I-1712628	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081109	89.65
		I-1723867	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081109	896.16
		I-1867377	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081109	469.15
		I-1895292	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081109	47.25
		I-1924053	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081109	105.49
01-R00090	RAM INC	I-11-8-16	01 -5865212	FUEL EXPENSE PROPANE-FORKLIFT	081110	24.00
01-S00184	SECURITY BANK CARD CENT	I-201611169203	01 -5210331	EMPLOYEE TRAV P. STASIAK BUSINESS LUNCH	080958	34.00
		I-201611169203	01 -5542203	REPAIRS & MAI COMMUNITY SVS-REPAIRS FOR KITC	080958	1,100.00
		I-201611169203	01 -5542331	EMPLOYEE TRAV COMMUNITY SVS-PARKS TRAINING	080958	493.33
		I-201611169203	01 -5211331	EMPLOYEE TRAV FINANCE- OMCTFOA CONF TRAINING	080958	563.16
		I-201611169203	01 -5652331	EMPLOYEE TRAV CODES DEPT- SPRING CODE CONF	080958	14.93
		I-201611169203	01 -5321331	EMPLOYEE TRAV POLICE- DRE SVS TRAINING OKC	080958	418.69
01-S00329	SHRED-IT US JV LLC dba	I-8121202065	01 -5212308	CONTRACTED SE MO. SHREDDING SERVICE	081114	70.40
01-S00726	STAPLES ADVANTAGE	I-3320687330	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081116	99.98
		I-3321226878	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081116	187.78
		I-3321758251	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081116	174.99
		I-3321758255	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081116	331.58
		I-3321758256	01 -5215202	OPERATING SUP MISC OFFICE SUPPLIES	081116	2.58
01-T00010	T. H. ROGERS LUMBER CO,	I-527462	01 -5865218	STREET REPAIR FORMING MATERIALS	081117	5.12

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.		continued			
		I-527512	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081117	3.14
		I-527689	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081117	85.73
		I-527767	01 -5865218	STREET REPAIR FORMING MATERIALS	081117	17.96
		I-527814	01 -5865218	STREET REPAIR FORMING MATERIALS	081117	31.11
01-T00058	BIZTEL COMMUNICATIONS					
		I-6990	01 -5320202	OPERATING EXP PHONE REPAIRS-DETECTIVE D	081119	85.00
01-T00630	TWIN CITIES READY MIX,					
		I-136415	01 -5865218	STREET REPAIR STREET REPAIRS- CONCRETE	081123	1,090.00
		I-136506	01 -5865218	STREET REPAIR STREET REPAIRS- CONCRETE	081123	1,090.00
		I-136744	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	081123	1,635.00
01-V00150	VULCAN SIGN					
		I-299825	01 -5865203	REPAIR & MAIN BIKE STENCIL-WLKING TRACK	081126	165.00
01-W00040	WALMART COMMUNITY BRC					
		I-00090	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	081127	19.66
		I-01355A	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	081127	114.73
		I-05960	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	081127	230.77
		I-06067	01 -5321208	CANINE UNIT S DOG FOOD-K9	081127	40.90
		I-06866	01 -5215202	OPERATING SUP SAFETY SUPPLIES	081127	36.24
01-W00072	WARREN CAT					
		I-W0170032946	01 -5431316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	856.50
		I-W0170032950	01 -5431316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	1,081.50
01-W00195	WELDON PARTS INC.					
		I-1783798	01 -5431203	REPAIRS & MAI MISC SUPPLIES	081131	137.04
				FUND 01 GENERAL FUND	TOTAL:	146,486.60

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00107	ACCURATE LAB & TRAINING	I-SU25203	02	-5973304	LAB TESTING LAB SUPPLIES	081017	649.89
01-A00154	PROPHET EQUITY II-B	I-PRI1344205	02	-5864312	EQUIPMENT REN LANDFILL OFFICE RENT	081018	321.78
01-A00362	VYVE BROADBAND	I-201611169200	02	-5975328	INTERNET SERV UTIL INTERNET-HEREFORD LN	080953	67.51
		I-201611309223	02	-5973328	INTERNET SERV UTIL INTERNET-E. WWP	081001	72.27
01-A00751	ATWOODS	I-3450/9	02	-5973203	REPAIRS & MAI MISC REPAIR ITEMS	081029	33.76
01-B00180	UNION IRON WORKS, INC.	I-S1962672.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	081031	1.43
		I-S1963362.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	081031	7.89
		I-S1963637.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	081031	33.94
		I-S1964153.001	02	-5975209	UTILITY MAINT MISC REPAIR ITEMS	081031	26.00
01-B00314	BIO-AQUATIC TESTING, IN	I-00050133	02	-5973304	LAB TESTING TESTING FEES	081032	3,179.34
01-C00320	CENTERPOINT ENERGY ARKL	I-201611309224	02	-5267314	GAS UTILITY UTIL GAS-CENTRAL GARAGE	081003	94.73
01-C00469	CITY OF MCALESTER SPECI	I-201611309226	02	-1012	CASH - UTILIT CASH FOR ADDITIONAL DRAWER	081004	250.00
01-C00840	CRAWFORD & ASSOCIATES P	I-10241	02	-5267302	CONSULTANTS CONSULTANT FEES	081042	6,325.00
01-D00540	DOLESE BROTHERS	I-AG16136107	02	-5975218	STREET REPAIR CRUSHER RUN- 500 TON	081044	186.04
		I-AG16136703	02	-5975218	STREET REPAIR CRUSHER RUN- 500 TON	081044	896.76
		I-AG16137346	02	-5975218	STREET REPAIR CRUSHER RUN- 500 TON	081044	562.38
01-E00024	STANLEY RAY OWENS DBA E	I-2806	02	-5866230	RECYCLING CEN PORT-A-POT RENTAL	081047	100.00
		I-2862	02	-5866230	RECYCLING CEN PORT-A-POT RENTAL	081047	100.00
01-E00238	ENVIRONMENTAL RESOURCE	I-35515	02	-5973304	LAB TESTING TESTING FEES-WWM	081049	2,400.00
		I-35654	02	-5973304	LAB TESTING PRE-TREATMENT TEST. FEES	081049	4,900.00
01-F00030	FAO USACE, TULSA DISTRI	I-10493	02	-5974308	CONTRACTED SE YEARLY WATER STORAGE FEE	081050	14,995.73
		I-8579	02	-5974308	CONTRACTED SE YEARLY WATER STORAGE FEE	081050	31,859.04
01-H00016	HD SUPPLY WATERWORKS, L						

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VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00016	HD SUPPLY WATERWORKS, L		continued			
	I-G461191		02 -5973210	RESIDULE HAND PIPE-RESIDUAL HANDLING	081058	2,447.72
01-H00075	HARRIS CONSTRUCTION SER					
	I-3128A		02 -5975218	STREET REPAIR HAULING FEE	081059	2,738.63
01-H00215	HOLLOWAY, UPDIKE AND BE					
	I-INVOICE NO.7		02 -5871302	CONSULTANTS ENG SERVICES-SEWER IMPROV	081060	560.00
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-16-01-11		02 -5871302	CONSULTANTS CONSULTANT FEES- 10/2016	081065	8,400.00
	I-MC-16-01-12		02 -5871302	CONSULTANTS SERVICE FEE- NOV 2016	081065	7,380.00
	I-MC-16-08-10		02 -5871302	CONSULTANTS OKIE LOCATES- NOV 2016	081065	4,115.10
01-J00338	JOB CONSTRUCTION CO INC					
	I-33877		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	599.69
	I-33878		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	195.65
	I-33880		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	376.29
	I-33946		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	687.05
	I-33950		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	1,259.22
	I-33951		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	695.70
	I-33954		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	509.60
	I-33955		02 -5975218	STREET REPAIR ASPHALT-WATER BREAKS	081070	707.98
01-K00210	KIAMICHI ELECTRIC COOP.					
	I-201611169199		02 -5267313	ELECTRIC UTIL UTIL ELEC-UTM-HEREFORD LN	080954	475.95
01-K00225	KI BOIS COMMUNITY ACTIO					
	I-11-30-2016		02 -5866307	CONTRACTED RE RECYCLE CENTER LABOR	081073	1,710.00
01-M00532	CWL. INC.					
	I-08/31/16		02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR	081080	43.51
	I-106589		02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR	081080	28.84
	I-107619		02 -5866230	RECYCLING CEN WATER FOR RECYCLE CNTR	081080	14.67
01-MC0140	MCALESTER PAINT & SUPPL					
	I-00120999		02 -5216202	OPERATING SUP PAINT FOR METER READERS	081087	204.24
01-O00075	O'REILLY AUTO PARTS					
	I-0230-424897		02 -5973203	REPAIRS & MAI LIFT STATION REPAIR PARTS	081092	56.99
	I-0230-425022		02 -5973203	REPAIRS & MAI LIFT STATION REPAIR PARTS	081092	65.88
	I-0230-426312		02 -5973203	REPAIRS & MAI LIFT STATION REPAIR PARTS	081093	127.14
01-O00275	OKLA DEPT OF COMMERCE					
	I-122016-#8908		02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	081095	1,145.83
01-O00320	OKLA ONE-CALL SYSTEM IN					
	I-2017MO463		02 -5975202	OPERATING SUP ANNUAL MEMBERSHIP FEE	081096	640.54

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00040	PACE ANALYTICAL SERVICE	I-167543360	02 -5973304	LAB TESTING MONTHLY TESTING FEE	081100	137.00
01-S00184	SECURITY BANK CARD CENT	I-201611169203	02 -5871331	EMPLOYEE TRAV ENG- K HARDWICK SALES TAX REFU	080958	13.35-
		I-201611169203	02 -5975202	OPERATING SUP ENG- MARKING PAID FOR UTM	080958	184.95
01-S00710	STANDARD MACHINE LLC	I-247736	02 -5973210	RESIDULE HAND SLUDGE REMOVAL HOSES	081115	368.20
01-T00052	TECHNICAL PROGRAMMING S	I-98349	02 -5216336	FEEES UB&C MAILING FEES	081118	873.11
		I-98349	02 -5216317	POSTAGE UB&C MAILING POSTAGE FEE	081118	1,344.27
01-T00630	TWIN CITIES READY MIX,	I-136245	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS	081123	599.50
		I-136246	02 -5975218	STREET REPAIR CONCRETE-WATER BREAKS	081123	1,308.00
01-U00051	UTILITY SUPPLY CO., INC	I-099182	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	102.80
		I-099183	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	571.88
		I-099184	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	170.52
		I-099485	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	100.00
		I-099486	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	435.26
		I-099487	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	165.00
		I-099488	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	1,182.00
		I-099489	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	103.06
		I-099490	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	081124	275.50
01-U00128	UNITED PACKAGING & SHIP	I-195134	02 -5973203	REPAIRS & MAI SHIPPING FEES	081125	31.63
01-W00072	WARREN CAT	I-W0170032943	02 -5973316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	856.50
		I-W0170032944	02 -5973316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	721.50
		I-W0170032945	02 -5973316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	786.50
		I-W0170032947	02 -5973316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	726.50
		I-W0170032948	02 -5973316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	1,011.22
		I-W0170032949	02 -5973316	REPAIRS & MAI GENERATOR SVS CONTRA	081128	1,503.22
				FUND 02 MPWA	TOTAL:	115,794.48

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201611309224	03 -5876314	GAS UTILITY UTIL GAS-AIRPORT	081003	33.01
01-F00170	FIRST NATIONAL BANK	I-122016-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	081053	5,020.00
01-G00490	GRISSOM IMPLEMENT INC	I-596566	03 -5876203	REPAIRS & MAI MISC PARTS	081057	155.68
01-W00040	WALMART COMMUNITY BRC	I-09118A	03 -5876203	REPAIRS & MAI MISC SUPPLIES	081127	102.58
			FUND 03 AIRPORT AUTHORITY	TOTAL:		5,311.27

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201612059230	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	081023	150.00
		I-201612059231	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	081023	95.04
01-E00207	EMMA E. BELLIS					
		I-201612059229	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	081048	82.62
01-G00288	GERALDINE E MALKOWSKI					
		I-201612059232	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	081056	150.00
		I-201612059233	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	081056	87.48
01-S00580	AT & T					
		I-201611229212	08 -5549315	TELEPHONE UTI UTIL PHONE-NUTRITION	080978	287.16
				FUND 08 NUTRITION	TOTAL:	852.30

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00342	THE CAREL CORPORATION	I-10478	09 -5864327	SUB TITLE D E GROUND WATER MONITORING	081121	1,890.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		1,890.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00664	MHBT INC.	I-388320	11 -5220302	CONSULTANTS YEARLY ACTURIAL SERVICES	081026	16,518.13
			FUND 11	EMPLOYEE RETIREMENT	TOTAL:	16,518.13

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND					
		I-201611309223	27 -5655328	INTERNET SERV UTIL INTERNET-TOURISM	081001	87.05
01-B00490	BRIGGS PRINTING					
		I-65003-3	27 -5655318	PRINTING ROAD SHOWS BACKDROP	081035	1,090.00
		I-65318	27 -5655318	PRINTING ROAD SHOWS BACKDROP	081035	23.40
01-C00149	CANON FINANCIAL SERVICE					
		I-16684089	27 -5655318	PRINTING MO. COPIER LEASE TOU	080975	99.00
01-MC0134	MCALESTER MAIN STREET					
		I-112016-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	081086	1,250.00
01-P00450	PRIDE IN MCALESTER					
		I-112016-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	081105	2,500.00
01-S00184	SECURITY BANK CARD CENT					
		I-201611169203	27 -5655317	ADVERTISING TOURISM- ADVERTISING EXPENSE	080958	75.02
		I-201611169203	27 -5655331	TRAVEL & TRAI TOURISM-OTIA SUMMIT	080958	24.51
01-T00500	PARROTT COMPANY, LLC					
		I-DECEMBER 2016	27 -5655340	OFFICE RENT TOURISM OFFICE RENT-12-2016	000000	1,292.50
01-W00040	WALMART COMMUNITY BRC					
		I-03306	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	081127	42.23
		I-07399	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	081127	12.97
				FUND 27 TOURISM FUND	TOTAL:	6,496.68

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00469	CITY OF MCALESTER SPECI					
		I-10111216	28 -5654349	COUNCIL PARTN EOSC PARTNERSHIP	081040	2,000.00
		I-113016	28 -5654349	COUNCIL PARTN EOSC PARTNERSHIP	081040	315.00
01-F00037	FASTENAL					
		I-152279	28 -5654203	REPAIR & MAIN MISC REPAIR ITEMS	081051	194.53
01-P00510	PRO-KIL, INC					
		I-164604	28 -5654316	REPAIRS & MAI PEST CONTROL	081107	365.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201611229210	28 -5654313	ELECTRIC UTIL UTIL ELECTRIC-EXPO RV PARK	080977	52.07
		I-201611309225	28 -5654313	ELECTRIC UTIL UTIL ELEC-EXPO	081006	5,764.01
				FUND 28 SE EXPO CENTER	TOTAL:	8,690.61

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00184	SECURITY BANK CARD CENT	I-201611169203	29 -5324331	EMPLOYEE TRAV E911- TRAVEL TRAINING MEALS	080958	45.00
01-W00392	WINDSTREAM CORPORATION	I-201611229211	29 -5324315	TELEPHONE UTI UTIL PHONE-911 CNTY TRUNK LINE	080979	455.76
			FUND 29 E-911	TOTAL:		500.76

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00562	BRYAN C. LANG	I-1640	30 -5652350	BUSINESS DEVE LAND APPRAISAL- BREWING C	081037	2,500.00
01-F00170	FIRST NATIONAL BANK	I-ECON DEV COLLATERA	30 -1012	CERTIFICATE O ECON DEV COLLATERAL CD	081053	250,000.00
01-I00188	INFRASTRUCTURE SOLUTION	I-MC-16-01-12	30 -5652302	CONSULTANTS SERVICE FEE- NOV 2016	081065	5,760.00
01-MC0134	MCALESTER MAIN STREET	I-112016-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	081086	1,250.00
01-000275	OKLA DEPT OF COMMERCE	I-122016-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	081094	282.50
01-P00450	PRIDE IN MCALESTER	I-112016-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	081105	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC	I-8145	30 -5652302	CONSULTANTS CONSULTING SVS FEE	081112	2,500.00
01-S00184	SECURITY BANK CARD CENT	I-201611169203	30 -5652350	BUSINESS DEVE BUSINESS DEV- L ALSUP ICSC CON	080958	484.81
		I-201611169203	30 -5652331	EMPLOYEE TRAV BUS DEV-L ALSUP- ROOM DEP CRED	080958	47.57-
		I-201611169203	30 -5652350	BUSINESS DEVE BUS DEV-K RIDENOUR NEWS CAP AD	080958	36.00
		I-201611169203	30 -5652331	EMPLOYEE TRAV BUS DEV-K RIDENOUR ICSC	080958	660.01
		I-201611169203	30 -5652331	EMPLOYEE TRAV BUS DEV-K RIDENOUR ROOM DEP CR	080958	41.01-
		I-201611169203	30 -5652331	EMPLOYEE TRAV BUS DEV-K RIDENOUR	080958	17.97
		I-201611169203	30 -5652350	BUSINESS DEVE BUS DEV-K RIDENOUR LUNCH	080958	22.87
		I-201611169203	30 -5652350	BUSINESS DEVE BUS DEV-K RIDENOUR 2016 STAMPE	080958	450.00
01-T00231	THE SPECTRUM GROUP MEMB	I-11265	30 -5211361	DEFENSE CONSU CONSULTANT SVS-MDSA	081120	3,581.25
		I-11265	30 -5652343	2016 OSMPC GR CONSULTANT SVS-MDSA	081120	1,193.75
		I-11321	30 -5211361	DEFENSE CONSU CONSULTANT SVS-MDSA	081120	3,581.25
		I-11321	30 -5652343	2016 OSMPC GR CONSULTANT SVS-MDSA	081120	1,193.75
		I-11323	30 -5211361	DEFENSE CONSU CONSULTANT SVS-MDSA	081120	2,025.00
		I-11323	30 -5652343	2016 OSMPC GR CONSULTANT SVS-MDSA	081120	675.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	278,625.58

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00186	RED BARN TREE FARM	I-7689-3	32 -5215203	EXPENSE FOR P CHRISTMAS TREE-CHOCTAW AV	081111	225.00
01-W00192	WEBCOAT PROD. MFG.BY VI	I-INV0099625	32 -5215225	DEAK WALKING BENCHES-DEAK PLAYGROUND	081129	1,549.80
FUND 32 GRANTS & CONTRIBUTIONS TOTAL:						1,774.80

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00154	PROPHET EQUITY II-B					
		I-PRI1346799	35 -5862312	EQUIPMENT REN FLEET MAINT OFC RENTAL	081018	307.87
01-A00215	ADVANCE AUTO PARTS					
		C-8117633470512 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	18.23-
		I-8117632270250	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	29.24
		I-8117632783194	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	37.59
		I-8117632870406	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	1.84
		I-8117633370461	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	61.51
		I-8117633370473	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	259.85
		I-8117633370476	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	14.70
		I-8117633383218	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	6.73
		I-8117633470513	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	3.99
		I-8117633483234	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081021	79.88
01-B00150	BEALES GOODYEAR TIRES					
		I-1-32837	35 -5862203	REPAIRS & MAI PARTS, ALIGNMENTS, ETC.	081030	30.00
		I-1-33106	35 -5862203	REPAIRS & MAI PARTS, ALIGNMENTS, ETC.	081030	96.00
		I-1-GS32838	35 -5862317	EMERGENCY VEH TIRES FOR PD-56	081030	383.08
		I-1-GS33022	35 -5862203	REPAIRS & MAI TIRES FOR S-54	081030	761.54
		I-1-GS33023	35 -5862317	EMERGENCY VEH TIRES FOR PD-59	081030	526.16
		I-1-GS33024	35 -5862203	REPAIRS & MAI TIRES FOR S-54	081030	350.08
		I-1-GS33025	35 -5862317	EMERGENCY VEH TIRES FOR POOL TRUCK	081030	582.48
01-C00245	CATHEY & ASSOCIATES, L.					
		I-41297	35 -5862203	REPAIRS & MAI WINDSHEILD UNIT#-UTM-2	081038	240.00
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-185263	35 -5862317	EMERGENCY VEH PART FOR LADDER TRUCK	081039	393.86
01-F00310	SUMMIT HOLDINGS DBA FRO					
		I-411126450	35 -5862203	REPAIRS & MAI PARTS FOR- UTM 44	081054	131.89
01-J00310	JET TIRE SERVICE					
		I-117020	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	081069	53.95
		I-117078	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS	081069	53.95
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-035311	35 -5862203	REPAIRS & MAI MISC. AUTO PARTS	081072	23.12
		I-035478	35 -5862203	REPAIRS & MAI MISC. AUTO PARTS	081072	2.79
		I-035534	35 -5862203	REPAIRS & MAI MISC. AUTO PARTS	081072	58.92
		I-035535	35 -5862203	REPAIRS & MAI MISC. AUTO PARTS	081072	30.86
		I-035553	35 -5862203	REPAIRS & MAI MISC. AUTO PARTS	081072	3.35
		I-035613	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081072	194.76
		I-035848	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081072	47.38
		I-035861	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081072	33.67
		I-035914	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081072	32.56
		I-035949	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081072	59.57
		I-035983	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081072	114.50

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00590	MOSS WRECKER SERVICE	I-1147	35 -5862203	REPAIRS & MAI WRECKER-S-53 TO SHOP	081082	450.00
01-MC0002	MCALESTER AUTO COLLISIO	I--0001	35 -5862316	REPAIRS & MAI PAINT HOOD-UNIT#UTM-2	081084	250.00
01-MC0045	MCCRAYS MANUFACTURING	I-7758	35 -5862203	REPAIRS & MAI TRAILER PARTS	081085	37.50
01-N00271	FREEDOM FORD INC	I-175497	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES	081090	97.00
		I-175697	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES	081090	72.32
		I-175905	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES	081090	52.90
		I-175978	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES	081090	103.82
		I-89179	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES	081090	20.69
		I-89203	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES	081090	115.62
01-000075	O'REILLY AUTO PARTS	C-0230-425531 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	95.16-
		C-0230-426200 CR	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	80.59-
		I-0230-421253	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	157.86
		I-0230-423108	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	24.04
		I-0230-424390	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	19.72
		I-0230-424429	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	30.00
		I-0230-424676	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	9.98
		I-0230-424914	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	2.45
		I-0230-425212	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	95.16
		I-0230-426110	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	225.83
		I-0230-426187	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	19.41
		I-0230-426189	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081092	89.19
		I-0230-426195	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081093	110.59
		I-0230-426209	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081093	38.10
		I-0230-426385	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081093	37.53
		I-0230-426607	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081093	39.75
		I-0230-427988	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	081093	437.44
01-R00405	RIVERSIDE AUTO PLEX	I-121775	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	081113	53.00
		I-CHCS173528	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	081113	38.95
01-T00612	ATC FREIGHTLINER GROUP,	I-12602129	35 -5862316	REPAIRS & MAI REPAIRS TO S-54	081122	655.60
		I-12602146	35 -5862316	REPAIRS & MAI PARTS FOR S-53	081122	876.89
01-W00195	WELDON PARTS INC.	I-1779181-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	081131	67.46
01-W00269	WHITES TRACTORS	I-003357	35 -5862203	REPAIRS & MAI WATER PLANT PUMP	081132	1,434.50

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00269	WHITES TRACTORS		continued			
		I-283646	35 -5862203	REPAIRS & MAI PARTS & SUPPLIES	081132	75.00
				FUND 35 FLEET MAINTENANCE	TOTAL:	10,551.99

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00417	BLX GROUP, LLC	I-42182-1467/112816	38 -5215520	AGENT FEES	PREP-INTERIUM ARBITRAGE	081034 500.00
				FUND	38 DEDICATED SALES TAX-MPWA TOTAL:	500.00

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
		I-122016-002	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	081028	2,485.55
		I-122016-1503001-3	41 -5865510	LEASE PAYMENT EQUIP LEASE -800-1503001-003	081028	1,326.45
		I-122016-800150300	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	081028	3,210.15
01-C00675	COOK CONSULTING, LLC					
		I-PAY APP 1	41 -5975409	SEWER LINE PR CONSULT FEE-SWR LINE	081041	106,150.50
01-D00217	DEERE CREDIT, INC.					
		I-122016-#0063527	41 -5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	081043	1,140.15
		I-122016-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	081043	1,821.57
01-I00188	INFRASTRUCTURE SOLUTION					
		I-MC-16-07-02	41 -5865403	CAPITAL PROJE CONSULTING FEES	081065	3,429.00
		I-MC-16-19-03	41 -5865409	WASHINGTON ST CONSULTANT FEES	081065	1,125.00
		I-MC-16-22-04	41 -5974501	MCC CONTROLS CONSULT FEE-WTP CONTROLS	081065	3,250.00
01-L00079	LANDPLAN CONSULTANTS, I					
		I-537.00-24	41 -5652402	TRAILS GRANT CONSULTANT FEE-TRAIL	081074	1,600.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-300011117	41 -5974501	MCC CONTROLS PUBLICATION FEE-MCC REPLA	081089	66.26
01-W00194	WELCH STATE BANK					
		I-122016-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	081130	1,517.90
		I-122016-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	081130	2,555.73
			FUND	41 CIP FUND	TOTAL:	129,678.26

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE					
		I-3321758252	44 -5225402	SOFTWARE & TE MISC COMPUTER SOFTWARE	081116	59.97
		I-3321758253	44 -5225402	SOFTWARE & TE MISC COMPUTER SOFTWARE	081116	16.95
		I-3321758254	44 -5225402	SOFTWARE & TE MISC COMPUTER SOFTWARE	081116	89.97
01-X00030	ERGOFLEX SYSTEMS, INC.					
		I-28306	44 -5225402	SOFTWARE & TE MONITOR MOUNTS	081133	767.32
				FUND 44 TECHNOLOGY FUND	TOTAL:	934.21

PACKET : 14779 14787 14802 14807 14810 14821

VENDOR SET: Mult

FUND : 46 STORMWATER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00304	MESHEK & ASSOC., PLC	I-4285	46 -5871401	CAPITAL OUTLA CONSULTANT FEE-STORMWATER	081077	4,362.66
				FUND 46 STORMWATER FUND	TOTAL:	4,362.66
					REPORT GRAND TOTAL:	728,968.33

** 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 -2105	COLLECTION AGENCY 25% (COU	9,951.83				
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000		24,999.98	
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000		14,000.00	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	256.22	6,700		2,412.60	
	01 -5211202	OPERATING SUPPLIES	33.54	2,000		1,121.69	
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	563.16	5,500		2,900.48	
	01 -5212308	CONTRACTED SERVICES	70.40	1,560		475.20	
	01 -5212317	ADVERTISING & PRINTING	113.85	2,500		1,460.91	
	01 -5214302	CONSULTANTS	3,233.33	70,000		31,850.02	
	01 -5215202	OPERATING SUPPLIES	3,414.42	29,052		1,535.36	
	01 -5215301	AUDITING	15,500.00	20,000		2,000.00	
	01 -5215312	EQUIPMENT RENTALS	1,390.22	27,205		2,405.00	
	01 -5215313	ELECTRIC UTILITY	12,510.38	314,522		188,151.57	
	01 -5215314	GAS UTILITY	244.82	28,200		25,743.13	
	01 -5215315	TELEPHONE UTILITY	467.83	38,000		16,316.02	
	01 -5215317	POSTAGE	1,500.00	10,000		893.14	
	01 -5225349	SOFTWARE MAINTENANCE	9,671.93	74,910		4,670.50	Y
	01 -5320202	OPERATING EXPENSE	85.00	2,850		1,147.02	
	01 -5321208	CANINE UNIT SUPPLIES	40.90	3,800		3,500.00	
	01 -5321308	CONTRACTED SERVICES	72.50	7,000		2,955.75	
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	522.23	9,500		7,769.48	
	01 -5321332	COMMUNITY SERVICES PROGRAM	90.83	7,500		6,537.60	
	01 -5431202	OPERATING SUPPLIES	360.47	15,100		9,930.34	
	01 -5431203	REPAIRS & MAINT SUPPLIES	356.81	7,075		4,371.27	
	01 -5431207	CLOTHING ALLOWANCE	202.00	23,025		1,350.17	
	01 -5431316	REPAIRS & MAINTENANCE	1,938.00	8,325		3,394.00	
	01 -5431328	INTERNET SERVICE	188.85	2,351		1,406.75	
	01 -5431330	DUES & SUBSCRIPTIONS	25.00	8,000		6,486.00	
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	600.00	10,000		5,067.95	
	01 -5431339	VEHICLE/EQUIP. MAINTENANCE	1,515.00	100,333		51,174.41	
	01 -5432202	OPERATING SUPPLIES	1,020.98	25,600		13,114.43	
	01 -5432308	CONTRACTED SERVICES	4,800.06	70,500		49,776.69	
	01 -5432316	REPAIRS & MAINTENANCE	103.00	5,700		4,570.45	
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,375.70	40,850		15,685.06	
	01 -5542308	CONTRACTED SERVICES	246.53	14,000		4,216.00	
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	670.33	3,000		694.95	
	01 -5543203	REPAIRS & MAINT SUPPLIES	100.19	15,400		628.00	
	01 -5544308	CONTRACT LABOR	106.00	15,000		9,120.00	
	01 -5547203	REPAIRS & MAINT SUPPLIES	437.66	11,400		7,234.05	
	01 -5547308	CONTRACTED SERVICES	112.22	1,200		0.00	
	01 -5547328	INTERNET SERVICE	62.23	740		428.85	
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,602.99	36,500		8,101.73	
	01 -5548204	SMALL TOOLS	143.42	1,520		858.32	
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,515.00	22,000		13,930.00	
	01 -5548316	REPAIRS & MAINTENANCE	920.23	20,900		9,375.12	

** 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	-5652330	DUES & SUBSCRIPTIONS	495.00	2,500	1,780.00				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	14.93	3,600	3,407.82				
01	-5652336	FEES	72.00	1,800	928.00				
01	-5653213	SAFETY EXPENSE	966.90	25,500	13,331.85				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	30,583.83	46,525	1,213.17				
01	-5865212	FUEL EXPENSE	24.00	22,962	9,419.62				
01	-5865218	STREET REPAIRS & MAINTENAN	28,635.44	235,000	24,487.08				
01	-5865312	EQUIPMENT RENTALS	307.87	3,695	0.56				
01	-5865328	INTERNET SERVICE	83.90	1,910	1,186.65				
02	-1012	CASH - UTILITY OFFICE CHAN	250.00						
02	-5216202	OPERATING SUPPLIES	204.24	10,450	8,643.38				
02	-5216317	POSTAGE	1,344.27	32,000	17,946.86				
02	-5216336	FEES	873.11	24,100	14,456.82				
02	-5267302	CONSULTANTS	6,325.00	27,521	12,521.00				
02	-5267313	ELECTRIC UTILITY	475.95	423,835	269,475.91				
02	-5267314	GAS UTILITY	94.73	8,000	7,480.59				
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	6,875.02				
02	-5864312	EQUIPMENT RENTALS	321.78	3,862	0.64				
02	-5866230	RECYCLING CENTER EXPENSE	287.02	2,300	600.00				
02	-5866307	CONTRACTED RECYCLE SERVICE	1,710.00	23,000	12,200.00				
02	-5871302	CONSULTANTS	20,455.10	100,000	6,024.80				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	13.35-	3,000	2,463.06				
02	-5973203	REPAIRS & MAINT SUPPLIES	315.40	40,500	17,058.86				
02	-5973210	RESIDULE HANDLING-CHEMICAL	2,815.92	58,800	53,008.84				
02	-5973304	LAB TESTING	11,266.23	32,100	9,103.77				
02	-5973316	REPAIRS & MAINTENANCE	5,605.44	22,800	7,075.01				
02	-5973328	INTERNET SERVICE	72.27	824	65.32-	Y			
02	-5974308	CONTRACTED SERVICES	46,854.77	85,000	35,045.23				
02	-5975202	OPERATING SUPPLIES	825.49	2,565	823.51				
02	-5975209	UTILITY MAINTENANCE SUPP.	3,175.28	84,000	13,407.38				
02	-5975218	STREET REPAIRS & MAINTENAN	11,322.49	95,000	23,007.63				
02	-5975328	INTERNET SERVICE	67.51	785	447.45				
03	-5876203	REPAIRS & MAINT SUPPLIES	258.26	1,900	806.74				
03	-5876314	GAS UTILITY	33.01	450	302.33				
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	30,120.00				
08	-5549308	CONTRACT SERVICES	565.14	15,500	8,780.54				
08	-5549315	TELEPHONE UTILITY	287.16	4,610	2,659.48				
09	-5864327	SUB TITLE D EXPENSE	1,890.00	80,000	60,840.00				
11	-5220302	CONSULTANTS	16,518.13	38,020	20.00				
27	-5655202	OPERATING SUPPLIES	55.20	2,500	1,879.10				
27	-5655317	ADVERTISING	75.02	30,000	24,337.64				
27	-5655318	PRINTING	1,212.40	15,000	4,637.13				
27	-5655328	INTERNET SERVICE	87.05	1,200	758.76				
27	-5655331	TRAVEL & TRAINING	24.51	4,000	2,339.36				
27	-5655340	OFFICE RENT	1,292.50	6,700	1,147.90				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	17,500.00				
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	8,750.00				
28	-5654203	REPAIR & MAINT SUPPLIES	194.53	20,000	13,382.88				
28	-5654313	ELECTRIC UTILITY	5,816.08	72,000	38,006.32				
28	-5654316	REPAIRS & MAINTENANCE	365.00	35,000	23,294.88				
28	-5654349	COUNCIL PARTNERSHIP	2,315.00	15,000	12,560.00				
29	-5324315	TELEPHONE UTILITY	455.76	98,015	57,805.08				
29	-5324331	EMPLOYEE TRAVEL & TRAININ	45.00	6,500	5,175.00				
30	-1012	CERTIFICATE OF DEPOSIT-COL	250,000.00						
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	17,500.00				
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	8,750.00				
30	-5211361	DEFENSE CONSULTANT SERVICE	9,187.50	49,000	3,581.25-	Y			
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	1,695.00				
30	-5652302	CONSULTANTS	8,260.00	115,000	72,515.30				
30	-5652331	EMPLOYEE TRAVEL & TRAINING	589.40	25,000	16,067.46				
30	-5652343	2016 OSMPC GRANT-DEFENSE D	3,062.50	193,257	177,063.25				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	3,493.68	24,600	5,701.20				
32	-5215203	EXPENSE FOR PARKS (TREES)	225.00	0	225.00-	Y			
32	-5215225	DEAK WALKING TRACK EXPENSE	1,549.80	0	34,842.05-	Y			
35	-5862203	REPAIRS & MAINTENANCE SUPP	6,576.05	226,845	123,172.79				
35	-5862312	EQUIPMENT RENTALS	307.87	0	3,694.47-	Y			
35	-5862316	REPAIRS & MAINTENANCE	1,782.49	30,000	26,827.71				
35	-5862317	EMERGENCY VEHICLES	1,885.58	45,000	3,561.70-	Y			
38	-5215520	AGENT FEES	500.00	15,000	7,000.00				
41	-5652402	TRAILS GRANT PROJECT	1,600.00	77,229	19,715.17				
41	-5862401	CAPITAL OUTLAY	5,695.70	66,985	32,810.80				
41	-5865403	CAPITAL PROJECTS	3,429.00	771,040	332,992.00				
41	-5865409	WASHINGTON ST BRIDGE PJT	1,125.00	0	1,125.00-	Y			
41	-5865510	LEASE PAYMENTS	8,361.80	101,825	54,307.10				
41	-5974501	MCC CONTROLS - WTP	3,316.26	90,000	71,895.74				
41	-5975409	SEWER LINE PROJECTS	106,150.50	158,490	18,055.00-	Y			
44	-5225402	SOFTWARE & TECHNOLOGY UPDA	934.21	50,000	35,475.05				
46	-5871401	CAPITAL OUTLAY	4,362.66	223,584	83,784.00				
** 2016-2017 YEAR TOTALS **			728,968.33						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	12/2016	146,486.60
02	12/2016	115,794.48
03	12/2016	5,311.27
05	12/2016	0.00
08	12/2016	852.30
09	12/2016	1,890.00
11	12/2016	16,518.13
16	12/2016	0.00
24	12/2016	0.00
26	12/2016	0.00
27	12/2016	6,496.68
28	12/2016	8,690.61
29	12/2016	500.76
30	12/2016	278,625.58
32	12/2016	1,774.80
33	12/2016	0.00
35	12/2016	10,551.99
36	12/2016	0.00
38	12/2016	500.00
41	12/2016	129,678.26
42	12/2016	0.00
44	12/2016	934.21
46	12/2016	4,362.66
		728,968.33
		728,968.33



McAlester City Council

AGENDA REPORT

Meeting Date: December 13, 2016 **Item Number:** Consent Agenda C
Department: _____
Prepared By: Peter Stasiak, City Manager **Account Code:** _____
Date Prepared: December 6, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 2

Subject

Consider and act upon, authorization of payment to GC Rental & Sales, Invoice 43821, in the amount of \$ 930.20, for equipment rental for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to GC Rental & Sales, Invoice 43821, in the amount of \$930.20 for items related to Washington Avenue Pavement Reconstruction Project.

Discussion

Empty box for discussion.

Approved By

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

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 23, 2016

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

GC Rental & Sales	800482036
CREDITOR	TRUST NO.

1610 S. Main St. McAlester, OK 74501
MAILING ADDRESS

Equipment rental for waterline project	Invoice: 43821
ITEM	ITEM NO.

November 22, 2016	Washington Ave. Pavement Reconstruction	\$ 930.20
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: November 23, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

Customer #: 174

CITY OF MCALESTER
 P.O. BOX 578
 MCALESTER, OK 74502 MCAL

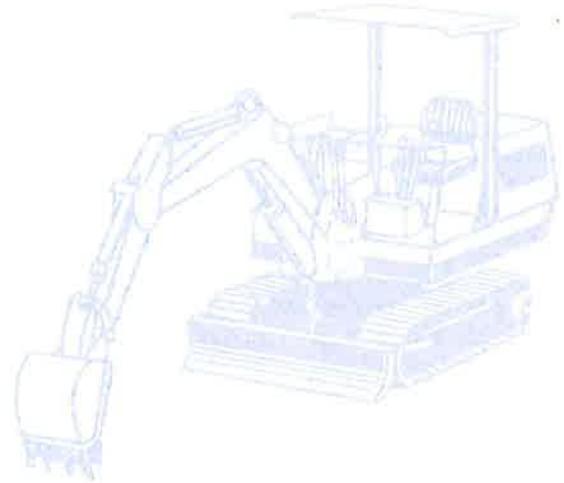
918-423-9300 Phone

PO #: .

Job No: 6TH WASHINGTON

Picked up by: CCHAD KELLEY

Qty	Key	Items	Status	Returned Date	Price
1	BACE50	TRACKHOE, BOBCAT E-50 Meter Out: 1437.5 Meter In: 1442.1 Total hours on meter: 4.6 1day \$275.00 1week \$1,100.00 4weeks \$3,300.00	Returned	Tue 11/22/2016 2:37:00P	\$540.00
1	HAMH	HAMMER, HYDRAULIC JACK HAMMER (BOBCAT) 2Hrs \$120.00 +1Hrs \$60.00 1day \$185.00 1week \$740.00 4weeks \$2,220.00	Returned	Tue 11/22/2016 2:37:00P	\$363.33
7	FUEL	FUEL	Pulled		\$26.80



Please pay from this invoice.

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

Rental:	\$903.39
Sales:	\$26.81
Subtotal:	\$930.20
SALES TAX:	\$0.00
Total:	\$930.20
Paid:	\$0.00
Amount Due:	\$930.20

Signature: _____

CCHAD KELLEY

M-F 7:30a.m. - 5:00 p.m. SAT 7:30a.m. - 12:00p.m. SUN-CLOSED

Printed On Tue 11/22/2016 2:43:09PM

METERED EQUIPMENT:

RUN TIME	1 WEEK = 40 HOURS	POSSESSION	1 WEEK = 5 DAYS
ALLOWANCE:	4 WEEKS = 160 HOURS	TIME:	MONTH = 4 WEEKS

Modification #

Contract-Params.rpt(1

THANK YOU FOR YOUR BUSINESS!!



McAlester City Council

AGENDA REPORT

Meeting Date: December 13, 2016 **Item Number:** Consent Agenda D
Department: _____
Prepared By: Peter Stasiak, City Manager **Account Code:** _____
Date Prepared: December 6, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 2

Subject

Consider and act upon, authorization of payment to Utility Supply Co., Invoice 099484, in the amount of \$ 2,486.04, for waterline items for Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to Utility Supply Co., Invoice 099484, in the amount of \$ 2,486.04 for items related to Washington Avenue Pavement Reconstruction Project.

Discussion

Approved By

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

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: November 30, 2016

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

Utility Supply Co.	800482036
CREDITOR	TRUST NO.

19711 East 6 th Street Tulsa, OK 74108
MAILING ADDRESS

Water line items – Intersection 6 th and Washington	Invoice: 099484
ITEM	ITEM NO.

November 30, 2016	Washington Ave. Pavement Reconstruction	\$ 2,486.04
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: November 30, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

- 1 to Trustee Bank
- 1 to Authority
- 1 to City



Phone: (918) 266-0209 Fax: (918) 266-0235

19711 EAST 6TH STREET
TULSA, OK 74108
F.EIN 73-0706102

INVOICE

Invoice No. 099484
Date 11/30/2016
Order No. 1116101
Customer ID MCALE
Salesperson USC KREBS

BILL TO:	SHIP TO:
MCALESTER, CITY OF P.O. BOX 578 MCALESTER, OK 74502	MCALESTER, CITY OF

F.O.B. POINT	SHIP VIA	TERMS	CUSTOMER P.O. NO.	ORDERED BY	DATE SHIPPED		
	CALL	Net 10th Prox	16-00943		11/30/2016		
LINE NBR	QTY ORDERED	QTY SHIPPED	QTY BO	ALL MATERIALS SUBJECT TO MANUFACTURE'S WARRANTIES	UNITS	PRICE	EXT. PRICE
01	2.00	2.00	0.00	6" MJ GATE VALVE L/ACC	EA	450.00	900.00
02	4.00	4.00	0.00	6" MJ 45 L/ACC	EA	41.51	166.04
03	200.00	200.00	0.00	6" HDPE DR-11 POLY PIPE	FT	4.50	900.00
04	10.00	10.00	0.00	6" IPS MIDCO W/ACC	EA	43.00	430.00
05	2.00	2.00	0.00	6" C-900 MIDCO W/ACC	EA	45.00	90.00

Tax Description	Tax Rate	Sales Total	2,486.04
NON-TAX JOB	0.000	Freight	0.00
		Tax Total	0.00
		TOTAL	2,486.04

TERMS NET 10th
PAY FROM THIS INVOICE , STATEMENTS FAXED UPON REQUEST
A FINANCE CHARGE OF 1-1/2 % PER MONTH, EQUAL TO 18% PER YEAR WILL BE ADDED TO ALL PAST DUE ACCOUNTS



McAlester City Council

AGENDA REPORT

Meeting Date: December 13, 2016 **Item Number:** Consent Agenda E
Department: _____
Prepared By: Peter Stasiak, City Manager **Account Code:** _____
Date Prepared: December 6, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** 4

Subject

Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-05, in the amount of \$10,082.00 for Professional Services related to Washington Avenue Pavement Reconstruction Project and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

Recommendation

Motion to approve payment to Infrastructure Solutions Group, LLC, Invoice MC-15-02A-05, in the amount of \$10,082.00 for Professional Services related to Washington Avenue Pavement Reconstruction Project.

Discussion

Empty box for discussion.

Approved By

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

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

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

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: December 2, 2016

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

Infrastructure Solutions Group, LLC	800482036
CREDITOR	TRUST NO.

719 S. George Nigh Expressway
MAILING ADDRESS

Professional Services	Invoice: MC-15-02A-05
ITEM	ITEM NO.

November 30, 2016	Washington Ave. Pavement Reconstruction	\$10,082.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

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

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

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

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

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

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: December 2, 2016

Date Approved: _____

Date Paid: _____

Authorized Officer

Submit in triplicate:

- 1 to Trustee Bank
- 1 to Authority
- 1 to City



December 1, 2016

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

In Reference To: **Washington Street Reconstruction**
Invoice # MC-15-02A-05

Dear Mr. Stasiak:

Please find attached the invoice for Engineering Services for the above referenced project. Please process this invoice for payment at your earliest convenience. If you have any questions please do not hesitate to let us know.

Please mail all payments to Infrastructure Solutions Group, LLC's McAlester office at the following address:

Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501

Sincerely,

Infrastructure Solutions Group, LLC



Robert Vaughan, P.E.
Branch Manager

Enclosure

RV/dv



INVOICE SUBMITTED TO:

November 30, 2016

City of McAlester
PO Box 578
McAlester, OK 74502-0578

Invoice # MC-15-02A-05

In Reference To: Washington Street Reconstruction
Construction Management and Resident Project Representative

CONSTRUCTION MANAGEMENT – \$8,600.00 82% Complete	\$ 7,052.00
RESIDENT PROJECT REPRESENTATIVE - \$55,000.00 Hourly, See Attached	<u>\$ 38,480.00</u>
TOTAL SERVICES BILLED TO DATE	\$ 45,532.00
LESS PREVIOUSLY INVOICED	<u>-\$ 35,450.00</u>
<u>TOTAL DUE THIS INVOICE</u>	<u>\$ 10,082.00</u>

All invoices are payable within 15 days of receipt. Please send payments to

**Infrastructure Solutions Group, LLC
719 S. George Nigh Expressway
McAlester, OK 74501**

City of McAlester
 Project No. MC-15-02A
 Washington Street Reconstruction
 Resident Project Representative Hourly Summary

	Previous Invoices	10/29/2016 to 11/25/2016	Total HRS	\$/HR or \$/mile	TOTAL
Resident Project Rep.	384.0	97	481.0	\$ 80.00	\$ 38,480.00
Total to Date:					\$ 38,480.00
Amount Previous Invoices:					\$ 30,720.00
Amount This Invoice:					\$ 7,760.00
Amount Contract Not to Exceed					\$ 55,000.00

RESOLUTION NO. _____

**Resolution to authorize the change from the Part Time Position to the Full Time Position of
Central Purchasing Agent**

.....
Whereas, the Finance Department Central Purchasing has taken on several new projects. It is staff's recommendation that the Part Time position should be changed to Full Time in order to keep up with the work load and continue the high quality of record keeping.

Whereas, the Finance Department has 2 part time positions funded: one in Human Resources and one in Purchasing. By making this a full time position, this position can cover both part time positions. The part time position in Human Resources area has not been filled. This budgeted amount will be adequate to fund this change, therefore, no additional funding is required.

Whereas, a few of the new projects added to the Purchasing Department are central purchasing of all office supplies, equipment purchases and leases, disposal of all items declared surplus, preparation of all bid packages for vehicles and equipment, preparation of all bid packages for repairs to City facilities and overseeing those repairs.

Whereas, this position would be cross trained to assist other offices of the Finance Department as needed.

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 change of the Part Time position to a Full Time Central Purchasing Agent position is hereby approved with the funding for the position to come from the Finance Department (01-211).

*The Chief Financial Officer is hereby instructed to prepare a budget transfer to fund this position through the balance of FY2016-2017.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this ____ day of December, 2016.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By: _____
John Browne, Mayor

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: December 13, 2016 **Item Number:** Consent Agenda G
Department: City Manager
Prepared By: Peter Stasiak **Account Code:** _____
Date Prepared: December 6, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** _____

Subject

Consider and act upon, a \$150 one-time net pay for all full and part time regular employees.

Recommendation

Motion to approve one time pay.

Discussion

No additional funding required. Funded from savings from several open positions from retirements and other turnover.

Estimated number of filled active positions 239.

Estimated expense of \$45,000.

Approved By

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



McAlester City Council

AGENDA REPORT

Meeting Date: December 13, 2016 **Item Number:** Consent Agenda H
Department: _____
Prepared By: John Browne, Mayor **Account Code:** _____
Date Prepared: December 8, 2016 **Budgeted Amount:** _____
_____ **Exhibits:** _____

Subject

Concur with the Mayor's appointment of Mr. Chan Lee to the McAlester Ward Redistricting Committee. Mr. Lee is to replace Mr. Jarred Phillips as representative for Ward 3.

Recommendation

Motion to approve the appointment of Mr. Chan Lee as replacement for Mr. Jarred Phillips as representative for Ward 3.

Discussion

Empty box for discussion.

Approved By

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



McAlester City Council

AGENDA REPORT

Meeting Date: December 13, 2016 Item Number: 1
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: December 6, 2016 Budgeted Amount: _____
Exhibits: 2

Subject

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

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>12-7-16</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, 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
016	12/13/16	30	Economic Development	Appropriate funds for CDBG-EDIF Krebs Brewing project.	1,000,000	1,100,000
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>1,172,209</u>	<u>4,926,313</u>	



McAlester City Council

AGENDA REPORT

Meeting Date: December 13, 2016 Item Number: 2

Department: Gene Walker, Vice Chairman, McAlester Defense Support Assoc.

Prepared By: Defense Support Assoc. Account Code: _____

Date Prepared: December 7, 2016 Budgeted Amount: _____

Exhibits: 8

Subject

Consider and act upon, approval and authorization for the Mayor to sign a Contract for Services with the McAlester Defense Support Association (MDSA) and McAlester Defense Support Services, Inc. (MDSS) for the creation of a full time office and Executive Director position for MDSS. This contract includes shared funding with the MDSA for the remainder of FY 2016-2017.

Recommendation

Motion to approve and authorize the Mayor to sign the Contract for Services with MDSA and MDSS for the Executive Director Position for MDSS.

Discussion

This action item is the result of the Special City Council Meeting held December 6, 2016. The following attachments are for your review:

1. MDSS Executive Director Job Description
2. MDSA/MDSS Executive Director Proposal Analysis
3. MDSA/MDSS/City of McAlester Contract for Services
4. MDSA/MDSS/McAlester Chamber of Commerce Scope of Work and Responsibilities
5. MDSA/MDSS/McAlester Chamber of Commerce Contract for Services
6. MDSA Executive Director Budget (City/Chamber/MDSA Partnership Agreement)
7. 2016-2017 Operational Budget
8. 2017-2018 Preliminary MDSS Budget

Approved By

	Initial	Date
Department Head	_____	_____
City Manager	P. Stasiak <u>PJS</u>	<u>12-7-16</u>

MDSS

McAlester Defense Support Services, Inc.

Job Description: EXECUTIVE DIRECTOR; MDSS

The Executive Director of the McAlester Defense Support Services, Inc. (MDSS) shall be an employee of the MDSS and shall perform administrative, planning, research and advocacy functions on behalf of the McAlester Defense Support Association, a 501(c) (6) not for profit corporation, whose purpose is to promote the expansion, retention and effectiveness of McAlester Army Ammunition Plant (MCAAP), Defense Ammunition Center (DAC) and other defense organization missions within the McAlester geographic region resulting in an enhanced economy; to be the central point of contact and support for defense partners and local, State and Federal leaders. The Executive Director will be responsible to achieve membership growth of the McAlester Defense Support Association and to communicate information to supporting partners in the defense sector, to the membership and surrounding communities.

The Executive Director will report directly to the MDSS Board of Directors unless administrative oversight of the office has been contracted. That contract shall specify the responsibilities and authorities delegated.

Key Responsibilities include:

- Provide appropriate leadership and resources to the community, governmental officials and defense industries for defense related efforts of the geographic area
- Provide insight and assistance to City and MCAAP in their respective missions.
- Carry the message of the impact of the Defense Industry to all area levels of government and business in an effort to gain their support and involvement.
- Work to develop an organization which is more or singularly self-supporting through membership and sources other than from the City of McAlester.
- Work with MDSA (McAlester Defense Support Association) Executive Committee and the City's Economic and Community Development leadership to assist as needed in accomplishing their respective roles
- Coordinate MDSA activities such as the annual McAlester Stampede
- Primary contact with MDSA Membership with individual meetings, newsletters, town hall meetings and other network gatherings
- Coordinate an annual MDSA Membership Drive
- Serve as MDSA's primary contact point with the City, MCAAP and the Defense Sector
- Serve as the point of contact for Federal, State and local leadership and representatives, including MLA's
- Serve as the community's central source of information for Defense related issues
- Speak only on behalf of MDSA/MDSS and the defense efforts/strategies as developed between both organizations
- Work closely with the President and CEO of the Chamber of Commerce, MCAAP, DAC, Choctaw Defense, Defense Contractors and the City of McAlester to achieve mutual defense sector goals
- Coordinate informational sharing meetings with surrounding communities

- Establish a relationship with the Association of Defense Communities and grow MDSS into a strong regional partner
- Provide regular activity and financial reports to the Chamber President/CEO and to the MDSS/MDSA Board and parties to their mutual agreements

This job description does not constitute a contract for employment.

ILLUSTRATIVE EXAMPLES OF WORK

- MDSA Membership Development & Retention
 - Conduct annual membership renewal drive
 - Identify/recruit potential new members and contact/visit accordingly.
 - Process membership applications, invoices, etc.
 - Develop and maintain membership recruitment materials, brochures, etc.
 - Prepare membership newsletter content and distribute quarterly newsletter
 - Prepare and distribute special announcements to membership as events dictate
- Increase awareness and involvement of other communities and governments.
 - Carry the message of the economic impact of the Defense Industry on SE Oklahoma to other units of government and businesses impacted by the industry
 - Focus on achieving their participation and membership.
- Develop a plan to develop a self-sustaining membership to become less or nondependent on the City of McAlester as the primary source of funding.
- Annual MDSA Membership Meeting
 - Prepare and distribute "Save the Date" and Invitations
 - Draft and finalize membership meeting agenda
 - Finalize all meeting logistics, i.e., secure meeting facility, select menu, room setup, speakers/participants, handout materials, etc.
 - Summarize results of the meeting.
- Annual McAlester Stampede Event Coordinator
 - Key Stampede events/activities
 - * *Advance team walk through the day before the Stampede*
 - * *Dinner with Oklahoma Delegation Members (Senators/Congressman)*
 - * *Department of Defense briefings at the Pentagon*
 - * *Site visit to select McAAP P3 Defense Contractor Customers*
 - * *VIP Congressional Reception hosted by Senator Inhofe*
 - * *Day at the Capital Activities- Meetings with the Oklahoma Delegation, Military Legislative Assistants (MLA's), Senate Armed Services Committee (SASC)/ Senate Appropriations Committee – Defense (SAC[D]), House*

- Armed Services Committee (HASC)/ House Appropriations Committee – Defense (HAC[D]),*
- * *Congressional staff reception*
 - Assisting planning and monitoring Stampede planning in relation to approved budget .
- Coordinate any existing contracts with any on-site consultants.
 - Procure hotel site for local delegation- block of rooms, meeting rooms, etc.
 - Finalize logistics for all Stampede events/activities
 - * Facility reservations, catering contracts, room setup, audio/visual, etc.
 - * Confirmation of speakers/officials, obtain bios for local participant info packet
 - * Plan/ secure transportation/ transit between activities
 - * Finalize invitation list for VIP & Staff Receptions, prepare & distribute “Save the Date” & Formal Invitations
 - * Prepare a Stampede itinerary/program of activities & time schedule for distribution
 - Local McAlester Delegation
 - * Finalize and distribute registration form to local MDSA membership
 - * Finalize list of local delegation participating, obtain bios, flight info, contact info, etc.
 - * Prepare Booklet for local delegation, i.e. schedule of activities, speaker bios, talking points, etc.
 - Draft Stampede Talking Points with specific action items/ requests
 - Secretary of the Army General Counsel (SAGC) legal opinion on senior army officials attending stampede reception (WAG- widely attended gathering exception)
 - Prepare news releases on success of event and distribute to media outlets
 - Draft Thank You letters/ notes to presenters/speakers and special guests
 - MDSA sponsored events for visiting dignitaries, i.e. elected officials, congressional military legislative assistants (MLAS), high-ranking officers in the military, etc.
 - Distribute invitations to designated participants based on established MDSA protocol
 - Coordinate all meeting logistics, i.e., secure meeting facility, select menu, room setup, etc.
 - Perform administrative functions per the request of the MDSS Executive Committee
 - Prepare invoices, business correspondence, etc.
 - Conduct research and provide reports on topics of interest to MDSA/MDSS
 - Compile an annual MDSA program of work based on input from the MDSA/MDSS Executive Committee and Board
 - Prepare and distribute news release to media outlets to promote MDSA interest and to make announcements related to pertinent defense sector activities

- Plan and coordinate MDSA meetings and events, including developing and providing agendas & event scripts, completing and distributing minutes, soliciting sponsorships, preparing correspondence, and working with MDSA Executive Committee on getting support and publicity for MDSA related activities.
- Advocacy functions on behalf of the MDSA
 - Communications with Federal, State and local leadership and representatives, including MLA's to promote the adopted MDSA Program of Work.
 - Work on the development and implementation of MDSA social and military support events throughout the year.
- Other duties as assigned that further the purpose of the MDSS/MDSA.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- High energy, strong organization, leadership and time management skills to handle multiple complex projects and priorities.
- Perform well under high pressure situations.
- Comfortable working with local military leaders and elected officials at all levels of government.
- Fast learning of new information and key elements.
- Excellent research and writing skills required.
- Ability to be flexible to the scheduling needs of the organization.
- Ability to attend functions during and after/before regular work hours, as required.
- Executive follow through for job and project completion.
- Ability to organize, plan and prioritize workload involving multiple projects at one time
- Minimal out of town travel.
- Knowledge of public relations, advertising, and marketing is desirable.
- Proficient with Microsoft Office Suite; Word, Excel, Outlook, and PowerPoint.
- Proficient in social media tools such as Facebook, Instagram, LinkedIn and Twitter
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Works well independently and a team player that works well in a fast-paced, changing environment
- Takes initiative and seeks input from others when working on problem solving situations. Uses reason and logic in formulating solutions.
- Responds in a timely manner to customers and handles all interactions with professionalism. Demonstrates a sincere willingness to be of service to others.
- Inspires trust and confidence; works with integrity. Upholds organizational values.

PREFERRED EXPERIENCE:

- Former military experience
- Understanding of defense sector
- Knowledge of the surrounding communities
- Familiar with McAAP products and services
- Three years' minimum related work experience, preferred.
- Event or similar experience preferred.

EDUCATION:

- High school diploma or general education degree (GED).
- Bachelor's Degree from a four-year college or university desirable.

Physical demands

While performing the duties of this job, the employee may be required to sit at a desk and computer for long periods of time, is occasionally required to stand; use hands to finger, handle or feel; reach with hands and arms; stoop, kneel, crouch and /or crawl. May be requested to lift materials up to 35 pounds. Specific vision abilities required include reading computer screen and written documents; close vision, color vision and ability to adjust focus. Communicate via verbal, audible and written means.

Work Environment

Majority of duties will be performed in and from the MDSS office in McAlester during regular business hours. Some travel and work off-site will be required, as well as occasional work on evenings, weekends and/or holidays.

Time Commitment

A minimum average time commitment will meet or occasionally exceed 40 hours per week to fulfill the duties required for this exempt position.

Employment, Compensation and Employee Benefits

This is an "At Will" exempt position of the MDSS. Salary is commensurate with experience. Employment as a "Contract - 1099 Employee" will be considered if appropriate and mutually beneficial. The MDSS is an equal employment opportunity employer.

Reasonable Accommodation

It is the policy of the MDSS to provide reasonable accommodations to qualified individuals with a disability who are applicants for employment or employees to perform the essential functions of the job.

MDSA/MDSS Executive Director Proposal Analysis

1. Importance of community efforts to protect and grow the Defense Sector

For several years, as one of the 5 Defense communities within Oklahoma, our Senators and Congressmen encouraged community leaders to become actively engaged in showing support for McAAP and the defense industry. Subsequently, in 2009 the McAlester Defense Support Association (MDSA) was organized by business and individuals as a community effort to protect and grow the defense sector jobs at the McAlester Army Ammunition Plant (McAAP), Choctaw Defense and all Southeast Oklahoma defense and homeland security related industries. Recognizing the impact of the defense industry on the McAlester community and area, the City of McAlester became an active participant and leader. Below is some basic information on why it is so important that we maintain MDSA as a strong advocate to protect and grow the defense sector jobs in Southeast Oklahoma.

- **Today's challenging environment**

The President-elect and Congress are immediately faced with determining the fate of the existing sequestration law, the needed budget constraints and the new administration's stress of the need to increase our military capacity to defend the nation:

- The Department of Defense (DoD) continues to wrestle with right sizing and modernizing (transforming) of its military and the need to right size and modernize the "Industrial Base" of Defense.
- The McAlester Army Ammunition Plant (McAAP) is recognized by the DoD as a critical element of its Industrial Base.
- There are a myriad of views on the proper size for the defense budget and defense forces and the best way to modernize the Industrial Base and defense as a whole.
- While it is premature, now, for anyone to conclude the full directions that these conflicting sources will have on the elements of the defense sector, it is clear that there will have to be major discussions and decisions related to the Defense sector.
- It is unknown whether, or even when, a BRAC will be undertaken or whether a BRAC-like program will be undertaken to reduce waste and/or increase efficiency.
- Whichever direction the DoD ultimately undertakes, the MDSA desires to assist in ensuring that the McAlester Army Ammunition Plant (McAAP) is prepared for a potential major shifting in Industrial Base roles; not only postured to survive the next BRAC/BRAC-like action, but they are prepared for any potential new roles and missions as other facilities are closed or their missions redefined.
- Currently, a significant factor to be considered is the increased competition among communities for DoD missions within a reduced federal budget. However, now, many communities are organized and have an active and outcome-oriented local support program for military mission sustainment and growth. Conversely, relatively few had such programs during the early Base Realignment and Closure (BRAC) rounds of the late 1980s and 1990s.

- **The defense sector is the biggest economic engine for our community**

A 2011 Economic Impact Report on Oklahoma's Five Military Installations by the Oklahoma 21st Century Foundation and the Oklahoma Department of Commerce reported that in FY 2010 McAAP had:

- 1,758 civilian, military personnel, & contractors employed.
- Combined \$151.8 million total payroll.
- \$53,200 average wages for personnel, which was 80% greater than the region's average wage of \$29,300.
- Additional direct impacts in the economy from military construction projects (\$2.2 million); service contracts (\$32.0 million); and materials, equipment and procurement expenditures (\$42.3 million).
- 3,251 total jobs with economic spinoffs included.
- McAAP contributed \$203.8 million to the state's economy in FY 2010.

2. Increased administrative/ advocacy demands on MDSA Organization

- Since its inception, MDSA has strived each year to enhance its effectiveness and influence as an advocate to protect and grow the defense sector jobs in our area economy.
 - MDSA has continued to add additional functions to the annual Stampede event to enhance the events stature, effectiveness, and reach during our week in D.C. Examples of functions added since the inaugural 2012 Stampede:
 - * *Department of Defense briefings at the Pentagon*
 - * *Site visit to select McAAP P3 Defense Contractor customers*
 - * *Congressional staff reception to enhance awareness and build relationships*
 - * *Draft Stampede talking points with specific action items/ requests*
 - MDSA has expended additional volunteer man-hours increasing their efforts to work with the City, McAAP and Choctaw Defense to develop a unified Defense Sector Strategic Plan for our region.
 - MDSA has stepped up its game as an advocate at the local, state & federal level:
 - * Over the years MDSA has increased the number of sponsored events for visiting dignitaries, i.e. elected officials, congressional military legislative assistants (MLAS), high-ranking officers in the military, etc.
 - * MDSA has gotten more active throughout the calendar year in their efforts to monitor federal legislation, budgeting activities, and DoD policy decision making.
 - * Enhanced communication efforts throughout the year with federal, state and local leadership and representatives, including MLA's to promote the adopted MDSA Program of Work.

3. MDSA administrative/advocacy demands have outgrown the capacity of volunteer man-hours

- To be effective to the desired and needed level, maintain the existing workload, meet the unmet and expanding needs to cope with new challenges, the organizations mission workload has reached a point where it is an unrealistic expectation that the MDSA administrative/advocacy functions can be maintained by volunteer man-hours. The continuous efforts to enhance the effectiveness and influence of MDSA's advocacy in the future will make it even more difficult each year to manage these multiple activities solely with volunteer man-power.
- In addition to their primary functions, the City Economic Development team has absorbed some of the MDSA administrative/advocacy functions over the last couple of years.

- At a time of limited resources, the leadership of MDSA also recognizes that many more needs exist for MDSA mission effectiveness including such actions as:
 - Increased contacts and communications with and to supporting members.
 - Increased interface with the local defense sector for up-to-date awareness and reporting to appropriate parties.
 - Increased recruiting of new members and support from area governmental and business entities to improve self-sustainment.
 - Increased contact with the appropriate parties within the DoD and our representatives in government.
 - Greater coordination and communications with city, state and DC.
 - Renewal of administrative, secretarial and records keeping within the MDSA structure proper.
 - Increased capacity to plan and program appropriate steps in accomplishing the mission of the MDSA.
 - Increased advocacy for the Defense sector.
 - Less dependence on McAlester City Government for much of the preparatory and on-site planning, recruiting, coordination with DC, and on site needed work with the Stampede.

4. MDSA/MDSS Formation as the Operating Agency

- While recognized by the IRS as a 501 (c) (6) Non Profit Entity, the MDSA is not a Corporation, but was formed and recognized as an “Association”.
 - To this point the MDSA has elected to not-receive public funds directly but has been funded by membership and worked in partnership efforts with other entities such as the City of McAlester.
- To best enable funding and operation of an organization which would be accountable under the Open Meeting Laws of the State of Oklahoma, a new 501 (c)(6) Non Profit Corporation has been created, the “McAlester Defense Support Services, Inc”.
 - The MDSS will be able to receive public funds, conduct open meetings of its Directors and maintain records according. The MDSA would then retain it non-public funded posture.
 - Bylaws provide for five (5) Directors of the MDSS, Inc. three of whom are members of the MDSA Executive Committee and the remaining two shall be selected by three, from nominations submitted by the MDSA Executive Committee.
 - While City of McAlester representatives are anticipated to be elected, it is not a Bylaws requirement due to the fact that the proposed City contract includes financial support limited to annual contracts.

5. MDSA/MDSS Executive Director and MDSS Office Proposal

- MDSS a MDSS Office and employ an Executive Director.
 - A contract between the MDSA/MDSS and City of McAlester is proposed for the purpose of opening and funding an office for the MDSA/MDSS.

- A functioning office would be created for the McAlester Defense Support Services, Inc.
 - This office is proposed to be funded jointly by the MDSA and City of McAlester as included in the submitted contract and budget.
 - The MDSS will hire an Executive Director through funds included in the contract.
 - The budget allows the MDSS, if appropriate, to contract for a third party to provide the MDSS with office space, secretarial and reception services, a land line, office supplies, records keeping and reports and for Administrative oversight and support for the Executive Director.
 - It is anticipated at this time that the MDSS and MDSA will contract with the McAlester Chamber of Commerce for this space and these specific services.
 - The purpose of the office is to become the active agent for the MDSA where appropriate, and is subject to the general guidance and oversight of the work programs of the MDSA as developed by its Executive Committee.
 - Primary Duties: A preliminary "MDSS Executive Director" Job description is attached. This Job Description is subject to approval by the MDSS Board of Directors as the employing entity.
 - Budget: See detailed budget attached.
- Based on the economic impact of the defense sector and city available resources, the City of McAlester Community and Economic Development Department will maintain prime responsibility for business and economic development efforts for the defense sector in close coordination and communication with the MDSS Executive Director and any related third party contractor.

6. ALTERNATIVES DISCUSSION- MDSA/MDSS Executive Director

Three distinct alternatives are identified for establishing an MDSS staff position and supporting office. Each of the three create an MDSS position to be jointly funded by the City and MDSA.

(Alternatives of a Coordinator employed by the City for this role is not presented here as this is a presentation of the MDSA.)

- A. Housed at a contracted Office under the direction of the MDSS Board with some third party services and/or assistance contracted by the MDSS.
- B. Housed at the City with day to day supervision by Economic Development Director
- C. Housed at an independent location, with day to day supervision by MDSS Board of Directors.

7. Analysis of the Pros/Cons of MDSA Coordinator- Alternative Options

- ALTERNATE No. A- MDSS Executive Director housed at a contracted office with specified administrative services.
 - Positives
 1. If the MDSS contracts with the McAlester Chamber of Commerce as anticipated, this model most positively demonstrates to the DoD and to the Congressional Delegation that the community leaders actively/aggressively support the defense sector.
 2. This model would ensure that the Chamber of Commerce and its membership base are engaged in the MDSS/MDSA administrative/advocacy efforts.
 3. This model separates the MDSA administrative/advocacy functions from City Hall and relieves the city economic development staff from responsibility for the MDSA administrative/advocacy efforts.
 4. This model will require intentional and necessary coordination in the efforts of the business and economic leaders within the community and the City's Economic Development efforts in the defense sector.
 - Negatives
 1. Without coordinated efforts, fractured governance/chain of command that could be experienced by splitting the community's defense sector economy development staffing under two separate entities.
 2. The City represents the interest of the entire community whereas some perceive that the Chamber of Commerce only represents the interest of the business community. The Chambers clarifies this in their Bylaws Article II by stating:

ARTICLE II:

SECTION 1.

This organization is organized for the purpose of advancing the economic, industrial, professional, cultural, civic and agricultural welfare of McAlester, Pittsburg County, and the Trade Territory.

To encourage the growth and expansion of existing businesses and industries while giving proper assistance to any new firms or individuals seeking to locate in the McAlester area.

To support all those activities believed to be beneficial to the community and area; to oppose those which might be detrimental.

To promote the welfare of all area citizens, following always those policies intended to accomplish the greatest good for the greatest number.

- ALTERNATE No. B- MDSS Executive Director housed at the City with day to day supervision by Economic Development Director
 - Positives
 1. No fractured governance/chain of command that would be experienced by splitting the community's defense sector economy development/advocacy staffing under two separate entities.
 2. Ensure's the momentum/continuity of the progress and networking/relationships established in defense sector economic development efforts to date by city economic development staff.
 3. Synergy- entire department can multi-task and support each other's activities.
 - Negatives
 1. The City would be absorbing the MDSA administrative/advocacy functions in-house that were originally the functions of a stand-alone not-for-profit.
 2. Less coordination and support is provided by the community in its defense sector efforts and some fracturing of community support might exist.
 3. Reduced visibility of community and area support as seen by the DoD and DC.
 4. Fundraising from existing and new memberships from businesses and other units of government in the area might become problematic.

- ALTERNATE No. C- MDSS Executive Director housed at an independent location, with direction by MDSS Board of Directors and the Work Program of the MDSA.
 - Positives
 1. The Coordinator would be directly supervised by the MDSS Board of Directors.
 2. This model separates the MDSA administrative/advocacy functions from City Hall and relieves the city economic development staff from responsibility for the MDSA administrative/advocacy efforts.
 3. This model most positively demonstrates to the DoD and to the Congressional Delegation that the community leaders actively/aggressively support the defense sector through MDSA membership.
 4. This model will require intentional and necessary coordination in the efforts of the business and economic leaders within the community and the City's Economic Development efforts in the defense sector.
 - Negatives
 1. MDSA does not have a permanent location to house the MDSA Coordinator.
 2. The MDSA are volunteers that meet on an as-needed basis. In frequent meetings, would make it more difficult for day-to-day supervision of the coordinator during their orientation and start-up.
 3. The MDSS Board would need to establish guidelines to assure that it work out so that the Executive Director would not have multiple individual bosses and receive conflicting guidance.
 4. Model may be difficult to achieve in within the budget limitations of space, landline, administrative support, etc for \$1,750 per month. A 1099 type contractual relationship might be required.

8. Notes on proposed Joint Funding for MDSA Coordinator Position

- **McAlester Stampede-** It is proposed that the City of McAlester pay the majority of the expenses of the Stampede event in order to free up MDSA funding for their share of the MDSA Coordinator position funding. The MDSA would fund the Spectrum labor portion of the Stampede.
- **FY2017-2018 Base Agreement with The Spectrum Group-** It is proposed that MDSA fund only the Spectrum on site assistance portion and reduce funding of this base agreement as they did in the first two years. It has been proposed to take additional funding from the 2016 OSMPC Incentive Fund Grant to make up that difference.

**CONTRACT FOR SERVICES
THE CITY OF McALESTER
THE McALESTER DEFENSE SUPPORT SERVICES, INC.
AND
THE McALESTER DEFENSE SUPPORT ASSOCIATION**

This Agreement, effective this 1st day of January 2017, is by and between the City of McAlester (City), the McAlester Defense Support Services Inc. (MDSS) and the McAlester Defense Support Association (MDSA).

WHEREAS:

Nationally, and within the DOD, a local community's active support for its defense industry is a key measurement in the evaluation of the viability of the community and defense facility. Envisioned here, the four parties would utilize their available respective resources to increase synergy to that end and to facilitate maximum and full employment in Defense.

In 2009 the community organized a non-profit association, the McAlester Defense Support Association, (MDSA) which has been granted a Non Profit Status by the IRS. Since that time membership drives have been held, and defense sector enhancement activities have been undertaken. Several mutual projects and contracts have been undertaken the City of McAlester and the MDSA. Recognizing the significant impact of McAAP and the defense industry on the area's economy, efforts of the MDSA and the City of McAlester, McAAP, consultants and volunteers have increased every year.

Historically, funds raised by membership and efforts of community and business volunteers along with City staff have been the source of budget and manpower needed. With the increase in activities of the McAlester Defense Support Association, it is becoming evident that the area would benefit from a full time Executive Director employed to act as the Community's primary contact point and as a resource to the City and MDSA in the Defense Sector efforts of each. To accomplish this the McAlester Defense Support Services, Inc. has been created as a 501 (c) 6 organization. To create and enable this organization and employment of an Executive Director for the MDSS, Inc. funding from the MDSA membership and City of McAlester is desirable and included herein.

NOW THEREFORE, In consideration of the mutual promises in the WORKING AGREEMENT and Budget 2016-17, attached hereto and made a part hereof, the parties hereto do mutually agree as follows:

ARTICLE 1. CHARACTER AND EXTENT OF SERVICES.

- A. The City agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement under the City of McAlester and funding reflected on the attached budget.

- B. The MDSS agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement under the McAlester Defense Support Services, Inc.
- C. The MDSA agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement and the funding reflected on the attached budget.

ARTICLE II. BILLING AND PAYMENTS

- A. The City agrees to pay the MDSS the amount of one thousand seven hundred fifty dollars (\$1,750.00) per month beginning January 1, 2017. Such services shall be for administrative support, office space and contract administration of the McAlester Defense Support Services as reflected in the Working Agreement. In addition is agreed that the City shall reimburse for the expenses defined in the attached budget which shall not exceed the maximum total of
- B. The City agrees to the reimbursement of City budgeted expenses hereunder which will be made on the basis of itemized statements submitted by the MDSS each month end and will include appropriate receipts/statements as evidence of payment due. Payment to the MDSS is due within 15 days after receipt of the invoice.
- C. The MDSA agrees to the reimbursement of MDSA budgeted expenses hereunder which will be made on the basis of itemized statements submitted by the MDSS each month end and will include appropriate receipts/statements as evidence of payment due. Payment to the Chamber is due within 15 days after receipt of the invoice.
- D. Recognizing the need for operating funds, the MDSA agrees, at the beginning of this agreement, to advance the MDSS an agreed upon amount for operation of the office while awaiting reimbursements.

ARTICLE III. PERIOD OF PERFORMANCE

- A. This Agreement will be in effect until June 30, 2017. However, the Agreement may be terminated as specified in the attached Work Agreement and may be extended or renewed upon agreement by all the parties.
- B. The parties here to shall consider a budget 90 days prior to the fiscal year of July 1-June 30 each year and determine within 60 days in advance of expiration of this agreement whether to continue the relationship.
 - 1. The budget for office and administration expenses as well as funding sources is to be approved by the parties hereto.
 - 2. It shall be developed by the Executive Director of the MDSA/MDSS and approved by all parties as consistent with their respective Defense Sector plans.
- C. Any party hereto has the right to suspend support and participation at the end of each funding year if in their view the relationship or resources is/are inadequate.
- D. In the event of one of the party's failure to implement this agreement, any aggrieved party may withdraw their support and participation by providing a 60 day notice to the other parties and the reasoning for the withdrawal.

ARTICLE IV. NOT A WARRANTY

All parties here to agree to use their best efforts in furtherance of the work described. It is mutually agreed, however, that the parties do not guarantee or warrant any particular results of the work to any party hereto.

ARTICLE V. ENFORCEMENT

It is mutually understood and agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action at law ore in equity or Judicial proceedings for the enforcement of this Agreement, or any provision thereof shall be resolved by a court of Law having jurisdiction.

ARTICLE VI. ENTIRE AGREEMENT

This document and the attached Working Agreement and Budget is incorporated herein and embodies the entire Agreement between the City, the MDSA and MDSS. There are no promises, terms, conditions or obligations of either party other than those contained herein.

This Agreement shall supersede all previous correspondence representations or agreements, either written or oral between the parties.

IN WITNESS WHEREOF, City, Chamber, MDSA AND MDSS do hereby place their hands.

CITY

By _____ Date _____
Mayor

Attest: _____

MDSA

By _____ Date _____

MDSS

By _____ Date _____

**The City of McAlester
The McAlester Defense Support Association, and
The McAlester Defense Support Services, Inc.**

WORKING AGREEMENT -1-1-2017

SCOPE OF WORK AND RESPONSIBILITIES

1. CITY OF McALESTER

Shall have RESPONSIBILITY FOR:

- Economic development projects strengthening McAAP and the defense sector.
- Workforce development for the defense sector and related.
- Housing needed to support job growth in the defense sector.
- Specific areas identified in the Defense Sector Strategic plan pertaining to economic development, workforce development or housing.
- Building and retain related and key relationships to accomplish these purposes.
- Utilizing appropriate funds to enable increased staff and administrative support as conceived here.
- Continue be a conduit for OSMPC funding as approved by the MDSA, OSMPC and City for defense related projects.
- Continue to support efforts as needed beyond those enabled by this funding.

EXAMPLES OF RESPONSIBILITIES

- Continue to be a viable and important resource, recognizing the economic impact of defense.
- Continue to be a valuable team member in defense efforts.
- Work closely with the MDSA/MDSS and McAAP and look for ways and means for city government to assist in cooperative joint ventures that synchronize installation, needs, missions and infrastructure with Community Development efforts.
- Work with the MDSA/MDSS and McAAP related to McAAP property and boundaries, protecting, to the extent possible, encroachment issues regarding land use and zoning.
- Continue to include Defense Economic Development strategies into the City's overall Economic and Community Development Plans.
- Continue Economic Development efforts in recruiting Defense Contractors consistent with the Defense Sector Strategic plan, working jointly with MDSA/MDSS and McAAP.
- Continued funding of approved third party Defense Sector Contracts, incorporating the MDSA Executive Director into the process as an integral member.
- Sharing information with MDSA/MDSS Board and Staff Personnel and the Chamber.\

2 McALESTER DEFENSE SUPPORT ASSOCIATION (MDSA)

Shall have RESPONSIBILITY FOR:

- **The MDSA as an association shall**
 - Continue in its existing organizational structure and responsibilities.
 - Maintain an approved joint budget with the city and MDSA that provides MDSA and Membership funding for the MDSS applicable:
 - McAlester Stampede support
 - MLA and Congressional Visits
 - Contacts with McAAP and Defense Sector representing membership and supported by the Executive Director
 - Continued funding of the Spectrum Defense Sector Study as previously contracted.
 - Related expenses.
 - Not receive any included funding directly but will use membership funds and other MDSA resources for its defined participation in MDSS Inc. responsibilities.

3. McALESTER DEFENSE SUPPORT SERVICES, INC.

Shall have RESPONSIBILITIES FOR:

A. The MDSS shall:

- Serve as the operating arm of the McAlester Defense Support Association.
- • Serve as the Contracts Officer for the Spectrum Contract for DoD Monitoring and Advocacy.
- In coordination with the Work Programs of the MDSA shall give primary guidance and direction for defense related activities for the Executive Director and/or contracted administrative .
- Interview candidates for Executive Director and shall make a recommendation to the President/CEO of the Chamber of Commerce for said position when contracted for Administrative oversight.
- The MDSS shall comply with its bylaws.
- Coordinate preparation and execution of an annual budget to provide for all approved operating budgets including activities and personnel.
- Shall prepare and approve a Job Description for an Executive Director.
- Consistent with an approved budget shall employ and compensate an Executive Director to execute the budget and work programs.

- The Executive Directors role is one of leadership and resource. In his/her Job Description he/she shall:
 - Provide appropriate leadership and resources to the community, governmental officials and defense industries for defense related efforts of the area.
 - Carry the message of the economic impact of the Defense Industry on SE Oklahoma to other units of government and business impacted by the industry and work to achieve their participation and membership.
 - Develop a plan to develop a self-sustaining membership to become less or nondependent on the City of McAlester as the primary source of funding.

- Provide insight and assistance to City and McAAP in their respective Missions.
- Work with the MDSA Executive Committee and the City's Economic and Community Development leadership to assist as needed in accomplishing their respective roles.
- Provide the primary contact with MDSA membership with individual meetings and newsletters.
- Coordinate an annual Membership Drive, events and meetings.
- Serve as MDSA's primary contact point with the City, McAAP and the Defense Sector.
- Serve as community's primary contact point with MLA's and Congressional inquiries.
- Serve as community's central source of information for Defense related issues.
- MDSA Executive Director to speak only on behalf of MDSA/MDSS and the defense efforts/strategies as developed through this Working Agreement.
- Serve as the point of Contact for Federal, State and local leadership and representatives, including MLA's.
- Assist the Chamber, City and MDSA in Mission development and program of work.
- Assist in Procurement of new funding via DOD for MILCON projects or expansion
- Recommend and oversee membership benefits, invoicing and structure
- Work closely with the President/CEO of the McAlester Chamber of Commerce, McAAP, DAC, Choctaw Defense, Defense Contractors and the City of McAlester to achieve mutual goals related to defense impact on the economy of the area.
- Plan and coordinate the McAlester Stampede under the directions established by the MDSS Directors.
- Coordinate the efforts of consultants contracted to assist in any MDSA defined responsibilities.
- Develop and distribute a regular newsletter to membership, contracted parties and VIP.
- Establish relationship with Association of Defense Communities and to become a strong regional partner.
- To share information to and from Economic Development staff

**The McAlester Defense Support Association (MDSA)
The McAlester Defense Support Services, Inc.(MDSS)
The McAlester Chamber of Commerce (Chamber)
1-1-2017**

"Information Only"

**WORKING AGREEMENT –
SCOPE OF WORK AND RESPONSIBILITIES**

1 McALESTER DEFENSE SUPPORT ASSOCIATION (MDSA)

Shall have RESPONSIBILITY FOR:

- The MDSA as an association shall
 - Continue in its existing organizational structure and responsibilities.
 - Maintain an approved joint budget with the city and MDSA that provides MDSA and Membership funding for the MDSS applicable:
 - McAlester Stampede support
 - MLA and Congressional Visits
 - Contacts with McAAP and Defense Sector representing membership and supported by the Executive Director
 - Continued funding of the Spectrum Defense Sector Study as previously contracted.
 - Related expenses.
 - In furtherance of this tripartite agreement will use membership funds, event fees and other MDSA resources for its defined participation in MDSS Inc. responsibilities.

2. MCALESTER DEFENSE SUPPORT SERVICES, INC.

Shall have RESPONSIBILITIES FOR:

- A. The MDSS shall:
 - Serve as the operating arm of the McAlester Defense Support Association.
 - Serve as the Contracts Officer for the Spectrum Contract for DoD Monitoring and Advocacy.
 - In coordination with the Work Programs of the MDSA shall give primary guidance and direction for defense related activities for the Executive Director and/or contracted administrative oversight..
 - Interview candidates for Executive Director and shall make a recommendation to the President/CEO of the Chamber of Commerce for said position when contracted for Administrative oversight.
 - The MDSS shall comply with its bylaws.
 - Coordinate preparation and execution of an annual budget to provide for all approved operating budgets including activities and personnel.
 - Shall prepare and approve a Job Description for an Executive Director.
 - Consistent with an approved budget shall employ and compensate an Executive Director to execute the budget and work programs.

- The Executive Directors role, as an employee of the MDSS, is one of leadership and resource. In his/her Job Description he/she shall:
 - Provide appropriate leadership and resources to the community, governmental officials and defense industries for defense related efforts of the area.
 - Carry the message of the economic impact of the Defense Industry on SE Oklahoma to other units of government and business impacted by the industry and work to achieve their participation and membership.
 - Develop a plan to develop a self-sustaining membership to become less or nondependent on the City of McAlester as the primary source of funding.
 - Provide insight and assistance to City and McAAP in their respective Missions.
 - Work with the MDSA Executive Committee and the City's Economic and Community Development leadership to assist as needed in accomplishing their respective roles.
 - Provide the primary contact with MDSA membership with individual meetings and newsletters.
 - Coordinate an annual Membership Drive, events and meetings.
 - Serve as MDSA's primary contact point with the City, McAAP and the Defense Sector.
 - Serve as community's primary contact point with MLA's and Congressional inquiries.
 - Serve as community's central source of information for Defense related issues.
 - MDSA Executive Director to speak only on behalf of MDSA/MDSS and the defense efforts/strategies as developed through this Working Agreement.
 - Serve as the point of Contact for Federal, State and local leadership and representatives, including MLA's.
 - Assist the Chamber, City and MDSA in Mission development and program of work.
 - Assist in Procurement of new funding via DOD for MILCON projects or expansion
 - Recommend and oversee membership benefits, invoicing and structure
 - Work closely with the President/CEO of the McAlester Chamber of Commerce, McAAP, DAC, Choctaw Defense, Defense Contractors and the City of McAlester to achieve mutual goals related to defense impact on the economy of the area.
 - Plan and coordinate the McAlester Stampede under the directions established by the MDSS Directors.
 - Coordinate the efforts of consultants contracted to assist in any MDSA defined responsibilities.
 - Develop and distribute a regular newsletter to membership, contracted parties and VIP.
 - Establish relationship with Association of Defense Communities and to become a strong regional partner.
 - To share information to and from Economic Development staff

- The MDSS shall compensate the McAlester Chamber of Commerce for Third Party Contract services as defined in this Scope of Services and support the President/CEO in his efforts of administration and oversight of the office.

3. THE McALESTER CHAMBER OF COMMERCE

Shall have RESPONSIBILITY FOR:

- The CHAMBER, shall serve in the capacity as a Third Party Contractor and shall:
 - Assist the MDSA and MDSS in accomplishing its responsibilities as defined in this document and their bylaws for a monthly contract fee of \$ 1,750.00.
 - Assist in the preparation and submission of an MDSS annual budget for consideration by the MDSS, MDSA and City of McAlester.
 - Provide Administrative support, office, resources and support:
 - Assistance in budgeting, minutes of meetings, required reports, records, compliance of MDSS with State and Federal laws.
 - Provide the items designated in the approved budget under Contract Administration and Space, and line items listed as included but not limited to a designated office space and furniture, land line telephone, reception and administrative services.
 - Chamber President/CEO responsibilities in MDSS hiring and performance of the Executive Director:
 - Assist the MDSS/MDSA in recruiting applicants to serve as the Executive Director of the MDSS.
 - Assist the MDSS in interviewing applicants and recommend the most qualified applicant to the MDSS Board based on MDSS Job Description.
 - Provide Administrative oversight and support to the MDSS Executive Director as provided for in the Job Description,
 - The President/CEO of the McAlester Chamber of Commerce shall have the authority to recommend to the MDSS Board of Directors corrective or disciplinary actions that are intended to improve the employee's performance or behavior. Any disciplinary actions that adversely affect the employee's current base pay, status, or tenure are subject to this approval.
 - Communicate and work closely with the Economic Development Director for the City of McAlester related to each organizations efforts in the Defense Sector.

"Information Only"

CONTRACT FOR SERVICES
THE McALESTER CHAMBER OF COMMERCE (Chamber)
THE McALESTER DEFENSE SUPPORT SERVICES, INC. (MDSS)
AND
THE McALESTER DEFENSE SUPPORT ASSOCIATION (MDSA)

This Agreement, effective this 1st day of January 2017, is by and between the McAlester Chamber of Commerce (Chamber), the McAlester Defense Support Services Inc. (MDSS) and the McAlester Defense Support Association (MDSA).

WHEREAS:

Nationally, and within the DOD, a local community's active support for its defense industry is a key measurement in the evaluation of the viability of the community and defense facility. Envisioned here, the four parties would utilize their available respective resources to increase synergy to that end and to facilitate maximum and full employment in Defense.

In 2009 the community organized a non-profit association, the McAlester Defense Support Association, (MDSA) which has been granted a Non Profit Status by the IRS. Since that time membership drives have been held, and defense sector enhancement activities have been undertaken. Several mutual projects and contracts have been undertaken the City of McAlester and the MDSA. Recognizing the significant impact of McAAP and the defense industry on the area's economy, efforts of the MDSA and the City of McAlester, McAAP, consultants and volunteers have increased every year.

Historically, funds raised by membership and efforts of community and business volunteers along with City staff have been the source of budget and manpower needed. With the increase in activities of the McAlester Defense Support Association, it is becoming evident that the area would benefit from a full time Executive Director employed to act as the Community's primary contact point and as a resource to the City and MDSA in the Defense Sector efforts of each. To accomplish this the McAlester Defense Support Services, Inc. has been created as a Non-Profit Corporation. To create and enable this organization and employment of an Executive Director for the MDSS, Inc. funding from the MDSA membership and City of McAlester is desirable and included herein.

The MDSS and MDSA have determined that a third party contract with the McAlester Chamber of Commerce is the most desirable and efficient method to obtain a location and Administrative Support for the MDSS/MDSA Executive Director. The Chamber has agreed to support this working arrangement.

NOW THEREFORE, In consideration of the mutual promises in the WORKING AGREEMENT and Budget 2016-17, attached hereto and made a part hereof, the parties hereto do mutually agree as follows:

ARTICLE 1. CHARACTER AND EXTENT OF SERVICES.

- A. The Chamber agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement under the McAlester Chamber of Chamber.
- B. The MDSS agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement under the McAlester Defense Support Services, Inc.
- C. The MDSA agrees, to the best of its abilities, to provide the services identified in the attached Working Agreement and the funding reflected on the attached budget.

ARTICLE II. BILLING AND PAYMENTS

- A. The MDSS agrees to pay the Chamber the amount of one thousand seven hundred fifty dollars (\$1,750.00) per month beginning January 1, 2017. Such services shall be for administrative support of the location and administration of the McAlester Defense Support Services as reflected in the Working Agreement.
- B. The MDSA agrees to reimburse the MDSS for budgeted expenses hereunder which will be made on the basis of itemized statements submitted by the Chamber each month end and will include appropriate receipts/statements as evidence of payment due. Payment to the MDSS is due within 15 days after receipt of the invoice.
- C. Recognizing the need for operating funds, the MDSA agrees, at the beginning of this agreement, to advance the MDSS an agreed upon amount for operation of the office while awaiting reimbursements.

ARTICLE III. PERIOD OF PERFORMANCE

- A. This Agreement will be in effect until June 30, 2017. However, the Agreement may be terminated as specified in the attached Work Agreement and may be extended or renewed upon agreement by all the parties.
- B. The parties here to shall consider a budget 90 days prior to the fiscal year of July 1-June 30 each year and determine within 60 days in advance of expiration of this agreement whether to continue the relationship.
 - 1. The budget for office and administration expenses as well as funding sources is to be approved by the parties hereto.
 - 2. It shall be developed by the Executive Director of the MDSA/MDSS and approved by all parties as consistent with their respective Defense Sector plans.
- C. Any party hereto has the right to suspend support and participation at the end of each funding year if in their view the relationship or resources is/are inadequate.
- D. In the event of one of the party's failure to implement this agreement, any aggrieved party may withdraw their support and participation by providing a 60 day notice to the other parties and the reasoning for the withdrawal.

ARTICLE IV. NOT A WARRANTY

All parties here to agree to use their best efforts in furtherance of the work described. It is mutually agreed, however, that the parties do not guarantee or warrant any particular results of the work to any party hereto.

ARTICLE V. ENFORCEMENT

It is mutually understood and agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action at law ore in equity or judicial proceedings for the enforcement of this Agreement, or any provision thereof shall be resolved by a court of Law having jurisdiction.

ARTICLE VI. ENTIRE AGREEMENT

This document and the attached Working Agreement and Budget is incorporated herein and embodies the entire Agreement between the Chamber, MDSA and MDSS. There are no promises, terms, conditions or obligations of either party other than those contained herein. This

Agreement shall supersede all previous correspondence representations or agreements, either written or oral between the parties.

IN WITNESS WHEREOF Chamber, MDSA AND MDSS do hereby place their hands.

CHAMBER

BY _____ Date _____

MDSA

By _____ Date _____

MDSS

By _____ Date _____

MDSA Executive Director Budget (11-08-2016)
City/Chamber/MDSA Partnership Agreement

			FY2016-2017 (January 1, 2017 thru June 30, 2017)				FY2017-2018 (July 1, 2017 thru June 30, 2018)				
			Budget by Funding Source				Budget by Funding Source				
Budget Activity	Detail	Notes	City	2016 OSMP	MDSA	Total	City	2016 OSMP	MDSA	Total	
► MDSA Coordinator Operational Budget											
MDSA Executive Director	Salary and Wages	\$3,750 Per Month	\$18,750	100%	\$0	\$0	\$18,750	\$22,010	49%	\$0	\$22,010
Payroll taxes etc	PICA, Medicare, Unemployment, WC	8.45%	\$1,584	100%	\$0	\$0	\$1,584	\$1,860	39%	\$0	\$1,860
Insurance	Health Insurance	\$600 Per Month	\$3,000	100%	\$0	\$0	\$3,000	\$7,200	100%	\$0	\$7,200
Contract Admin and Space	Administrative oversight and support	\$1,750 Per Month	\$10,500	100%	\$0	\$0	\$10,500	\$21,000	100%	\$0	\$21,000
Postage	Included in Contracted Services	\$40 Est \$40 per month	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Office Supplies	Included in Contracted Services	\$80 Est \$ 80 per month	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Misc Expenses	Included in Contracted Services	\$20 Est \$20 per month	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Office Rent - \$1000 equip	Included in Contracted Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Dues and Subscriptions	Membership in Assoc Defense Comm	\$240 Annual Dues	\$0	\$0	\$240	\$240	\$0	\$0	\$0	\$240	
Conference Fees	Various ADC and similar conferences		\$1,100	100%	\$0	\$1,100	\$1,100	100%	\$0	\$1,100	
Conference Travel	Hotel, airfare, rental car, meals		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Annual ADC Summit in DC	Annual ADC Summit in DC	June (Association of Defense Communities)	\$3,495	100%	\$0	\$3,495	\$3,495	100%	\$0	\$3,495	
Undesignated Event TBD	TBD (Not Included in FY2016-2017 Budget)		\$0	\$0	\$0	\$0	\$3,495	100%	\$0	\$3,495	
Misc travel	Misc travel expense and allowance	\$250 Per Mo	\$1,250	100%	\$0	\$1,250	\$3,000	100%	\$0	\$3,000	
Cell phone	\$100 \$100 per month		\$500	100%	\$0	\$500	\$0	\$0	\$0	\$500	
Community Membership Events	Annual Briefings, Updates		\$0	\$0	\$500	\$500	\$0	\$0	\$0	\$500	
Hosted Events, VIP and Briefings	As requested and scheduled		\$2,240	82%	\$0	\$2,240	\$2,240	82%	\$0	\$2,240	
MDSA Executive Director Operational Total			\$27,450	96%	\$0	\$1,640	\$60,610	72%	\$0	\$26,313	
► McAlester Stampede											
Travel-Staff	Previously expensed as September event		\$0	\$0	\$0	\$0	\$3,100	100%	\$0	\$3,100	
Supplies & Misc	Name tags, Supplies, Local Trans, Printing		\$0	\$0	\$0	\$0	\$650	100%	\$0	\$650	
VIP Congressional Reception	Food, space,		\$0	\$0	\$0	\$0	\$7,000	100%	\$0	\$7,000	
Meenion, Catering	Space and refreshments		\$0	\$0	\$0	\$0	\$775	100%	\$0	\$775	
Drivers with Oklahoma Delegation	Delegation and local participants	2 Senators/ 1 Congressman	\$0	\$0	\$0	\$0	\$3,250	100%	\$0	\$3,250	
Congressional Staff Reception	Food, space,		\$0	\$0	\$0	\$0	\$1,000	80%	\$0	\$2,500	
Contingency - Stampede	Cost increases and new required		\$0	\$0	\$0	\$0	\$5,000	100%	\$0	\$5,000	
McAlester Stampede Total			\$0	\$0	\$0	\$0	\$20,775	99%	\$0	\$21,025	
► The Spectrum Group Services- Base Agreement											
			<i>Balance of FY2016-2017 Contract as of 11/08/2016:</i>								
Legislative/DOD Monitoring & Advocacy			\$9,360	\$3,225	\$14,315	\$26,900	\$10,000	24%	\$32,000	76%	\$0
MDSA Stampede (September)			\$7,000	\$7,000	\$0	\$14,000	\$0	0%	\$8,000	44%	\$10,000
Travel Expense			0	\$0	4000	\$4,000	\$4,000	100%	\$0	0%	\$0
The Spectrum Group Services Total			\$16,360	\$10,225	\$18,315	\$44,900	\$14,000	22%	\$40,000	63%	\$10,000
			<i>Total of Original FY2016-2017 Spectrum Contract</i>								
			\$24,000	38%	\$15,000	23%	\$25,000	39%			
<p>\$100,000 of 2016 OSMP Incentive Fund Grant was budgeted for Year 2 & 3 Supplemental & Follow-up Services through the Professional Services Agreement with The Spectrum Group/The Private Group (TSG/TPG) for the development of a multifaceted Defense Sector Strategic Plan to protect and grow McAlester Army Ammunition Plant and the defense and homeland security segment of the Southeast Oklahoma Economy.</p>											
► TOTAL EXPENSES											
			\$58,789	\$10,225	\$19,955	\$88,969	\$101,385		\$40,000	\$50,583	\$177,968
Three Trips Budgeted			ADC	Stampede	TBD						
			<i>4 Nights</i>	<i>4 Nights</i>	<i>4 Nights</i>						
Registration Fee			\$695	\$400	\$695						
Hotel			\$1,100	\$1,500	\$1,100						
Airfare			\$500	\$500	\$500						
Airport Parking			\$100	\$100	\$100						
Taxi			\$100	\$100	\$100						
Individual Meals			\$400	\$400	\$400						
Hosted Legislative Meals			\$500	\$0	\$500						
Miscellaneous			\$100	\$100	\$100						
			\$3,495	\$3,100	\$3,495						

Budget	Actual Costs		
	City	MDSA	Total
\$650	\$0	\$149	\$149
\$6,000	\$0	\$6,565	\$6,565
\$775	\$0	\$431	\$431
\$2,325	\$0	\$3,286	\$3,286
\$1,000	\$450	\$314	\$1,264
\$10,750	\$450	\$11,246	\$11,696

OPERATIONAL BUDGET 2016-17

McALESTER DEFENSE SUPPORT SERVICES

MDSA Exec Director-1 Feb
6 month Budget - Jan 17- Jun 17

2016-17

BUDGET	SOURCE			MDSS OFFICE
	City	Detail	MDSA	TOTAL
MDSA Exec Director	\$ 18,750	Salary and Wages - 5 mo. - \$3750 mo	\$ -	\$ 18,750
Payroll taxes	\$ 1,585	FICA, Medicare, Unemployment, Work. Comp 8.45%	\$ -	\$ 1,585
Insurance	\$ 3,000	Health Insurance - \$600 mo	\$ -	\$ 3,000
Contract Admin and Space	\$ 10,500	Administrative oversight and support-1750 mo	\$ -	\$ 10,500
Secretarial, Reception Services	\$ -	Contract Included	\$ -	\$ -
Postage	\$ -	Est \$40 per month - Contract included	\$ -	\$ -
Office Supplies	\$ -	Paper, etc. est \$ 80 per month - Contract Incl.	\$ -	\$ -
Conference fees	\$ 1,100	Various ADC and similar conferences	\$ -	\$ 1,100
Conference travel	\$ 3,500	Hotel, airfare, rental car, meals	\$ -	\$ 3,500
Misc Expenses	\$ -	Est \$20 per month - Chamber	\$ -	\$ -
Misc. travel	\$ 1,250	Misc travel expense and allowance	\$ -	\$ 1,250
Dues and Subscriptions	\$ -	Memberships Assoc of Defense Communities	\$ 240	\$ 240
Cell phone	\$ 500	\$100 per month	\$ -	\$ 500
Office Rent 10 mo + 1000 equip	\$ -	Utilize Chamber	\$ -	\$ -
Community Membership Events	\$ -	Annual Briefings, Updates	\$ 900	\$ 900
Consultant Contract-Defense Sector	\$ -	Spectrum - Part Yr 2 Contract.	\$ 10,973	\$ 10,973
Hosted Events, VIP and Briefings	\$ 750.00	As requested and scheduled	\$ 250	\$ 1,000
Operational Total	\$ 40,935		\$ 12,363	\$ 53,298
Total Contract Jan 2017-June 2017				
		Note MDSA pd exp FY YTD- Stampede and Spectrum - \$25275		

**PRELIMINARY
McALESTER DEFENSE SUPPORT SERVICES**

2017-18

BUDGET	SOURCE			MDSS
	City	Detail	MDSA	OFFICE TOTAL
MDSA Exec Director	\$ 22,010	Salary and Wages - \$3750 mo.	\$ 22,990	\$ 45,000
Payroll taxes	\$ 1,860	FICA, Medicare, Unemployment, Work. Comp 8.45%	\$ -	\$ 1,860
Insurance	\$ 7,200	Health Insurance - \$600 mo.	\$ -	\$ 7,200
Contract Admin and Space	\$ 21,000	Administrative oversight and support-1750 mo	\$ -	\$ 21,000
Secretarial, Reception Services	\$ -	Contract Included	\$ -	\$ -
Postage	\$ -	Est \$40 per month - Contract Included	\$ -	\$ -
Office Supplies	\$ -	Paper, etc. est \$ 80 per month - Contract Incl.	\$ -	\$ -
Conference fees	\$ 1,100	Various ADC and similar conferences	\$ -	\$ 1,100
Conference travel	\$ 3,500	Hotel, airfare, rental car, meals	\$ -	\$ 3,500
Misc Expenses	\$ -	Est \$20 per month - Chamber	\$ -	\$ -
Misc. travel	\$ 3,000	Misc travel expense and allowance	\$ -	\$ 3,000
Dues and Subscriptions	\$ -	Memberships Assoc of Defense Communities	\$ 240	\$ 240
Cell phone	\$ 1,200	\$100 per month	\$ -	\$ 1,200
Office Rent	\$ -	Chamber Designated Office Space	\$ -	\$ -
Community Membership Events	\$ -	Annual Briefings, Updates	\$ 900	\$ 900
Hosted Events, VIP and Briefings	\$ 2,250.00	As requested and scheduled	\$ 500	\$ 2,750
Operational Total	\$ 63,120		\$ 24,630	\$ 87,750
McAlester Stampede Total	\$ 20,775		\$ 10,250	\$ 31,025
Travel-Staff	\$ 3,100	Hotel, airfare, travel to AP, Storage, meals, etc.	\$ -	\$ 3,100
Supplies & Misc	\$ 650	Name tags, Supplies, Local Trans, Printing	\$ -	\$ 650
Capitol Reception	\$ 7,000	Food, space,	\$ -	\$ 7,000
Meetings, Catering	\$ 775	Space and refreshments	\$ -	\$ 775
VIP Dinners	\$ 3,250	Delegation and local participants	\$ -	\$ 3,250
Staff Reception	\$ 1,000	Food, space,	\$ 250	\$ 1,250
Misc. Contingencies-Stampede	\$ 5,000	Contingencies-Cost Increases Stampede	\$ -	\$ 5,000
Spectrum On Site	\$ -		\$ 10,000	\$ 10,000
TTL Expenses	\$ 83,895		\$ 34,880	\$ 118,775



McAlester City Council

AGENDA REPORT

Meeting Date:	December 13, 2016	Item Number:	3
Department:	Community & Economic Development	Account Code:	
	Millie Vance, Grant Administrator	Budgeted Amount:	
Prepared By:	Leroy Alsup, Director	Exhibits:	7
Date Prepared:	December 6, 2016		

Subject

Consider action to acquire the property at 103 Steven Taylor Blvd for the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21), subject to the “Release of Funds” for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce.

Recommendation

Motion to acquire the property at 103 Steven Taylor Blvd for the Krebs Brewing Co., Inc. expansion project for the sum of \$1,100,000 plus closing costs (estimated to be \$1,487.21), subject to the “Release of Funds” for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce and to authorize the Mayor to execute the Statement of the Basis for Determining Just Compensation and other closing documents to complete said acquisition.

Discussion

On October 11, 2016, the City Council accepted the Oklahoma Department of Commerce Community Development Block Grant-Economic Development Infrastructure Finance (CDBG-EDIF) Grant Contract No. 16765 CDBG-ED 16 for the Krebs Brewing Co., Inc. acquisition of an industrial building/property at 103 Steven Taylor Blvd.

Krebs Brewing Company, Inc.				
CDBG-EDIF Source and Use of Funds				
Use of Funds	Source of Funds			TOTAL
	CDBG-EDIF GRANT	City of McAlester Fund 30- Econ Devlp	Krebs Brewing Company	
Land and Building Acquisition (Former QFI Bldg.)	\$ 1,000,000.00	\$ 100,000.00		\$ 1,100,000.00
Machinery and Equipment			\$ 994,951.00	\$ 994,951.00
Project Administration		\$ 25,000.00		\$ 25,000.00
TOTAL	\$ 1,000,000.00	\$ 125,000.00	\$ 994,951.00	\$ 2,119,951.00

Attached are excerpts of the Phase I and Phase II Environmental Site Assessments for the property at 103 Steven Taylor Blvd. Under the discussion of findings and conclusions in the Phase II assessment it states, “Therefore, it does not appear that significant contamination of the property has occurred in the locations studied, and further investigation is not recommended.” Copies of the full reports are available in the Community & Economic Development Department Office for review upon request.

The City of McAlester followed process set forth in the “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970” regulations to acquire the property at 103 Steven Taylor Blvd. City Attorney,

Joe Ervin, has been requested to review the acquisition process and to provide documentation to the Oklahoma Department of Commerce to that effect.

Attached is an excerpt of the Appraisal Report by Paradigm Appraisal Services. A copy of the full appraisal report is available in the Community & Economic Development Department Office for review upon request. The report states:

Based on the research and analysis retained within my working file, as well as, data contained within the attached appraisal report, it is my opinion that the estimated market value of the subject property, subject to the assumptions and limiting conditions attached, as of October 27, 2016, was:

o Estimated Market Value "As Is" – Primary Site	\$1,180,000
o Plus: Estimated Market Value – "As Is" – Excess Land	<u>+ 250,000</u>
Total Estimated Market Value – "As Is"	\$1,430,000

It is anticipated that the City will receive the Title Work on the property from First Realty prior to the December 13th City Council Meeting. When received, the Title Work will be submitted to the City Attorney's office for review.

The following documents are attached for your reference:

1. Statement of the Basis for Determining Just Compensation 12-13-2016
2. HUD Settlement Statement- Estimated Closing Cost
3. Excerpt- Paradigm Appraisal Report 103 Steven Taylor Blvd McAlester (11-15-2016)
4. Excerpt- QFI Property Phase I Environmental Site Assessment - August 2013
5. Excerpt- QFI Phase II Environmental Site Assessment - August 2013
6. Voluntary Acquisition Notice to First Realty Better Homes and Gardens, Inc.(10-19-2016)
7. First Realty Waiver of Review Appraisal (11-21-2016)

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	12/06/2016
City Manager	P. Stasiak	<i>PJS</i>	<i>12-7-16</i>



Statement of the Basis for Determining Just Compensation

Tuesday, December 13, 2016

► **Description and Location of Property to be Acquired:**

The property is located at 103 Steven Taylor Boulevard, McAlester, OK 74501.

Legal Description: (17.30 acres more or less total)

A tract of land containing 10.23 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the NE corner of Lot C-3; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 232.82 feet to the Point of Beginning; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 401.81 feet; thence S80°06'14"W a distance of 810 feet; thence S78°06'14"W a distance of 677.13 feet; thence N25°11'12"W a distance of 304.68 feet; thence N77°13'09"E a distance of 1351.96 feet to the Point of Beginning, except all the oil, gas and other minerals lying thereunder.

-AND-

A tract of land containing 7.07 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Beginning at Southeast corner of said Lot C-3; thence S 89°22'49" W along the South line of said Lot C-3 a distance of 900.00 feet; thence S 67°39'12" W along the South line of said Lot C-3 a distance of 358.09 ft.; thence N 22°25'14" W a distance of 254.43 feet; thence N 78°06'14" E a distance of 415.00 feet; thence N 80°06',14" E a distance of 810.00 feet to a point on the easterly line of said lot C-3 on a curve to the right with a Delta Angle of 41°55'53" right and a length of 345.39 feet to the Point of Beginning.

► **Interest to be acquired:**

The acquisition is a fee simple title.

► **Description of Buildings, Structures, and other Improvements:**

This property includes an approximately 51,200 SF metal Industrial Building with loading docks, and approximately 17.3 acres. It is located at the Steven Taylor Industrial Park.

► **Description of Separately Held Ownership Interest:**

There are no tenant-owned improvements, and therefore no such interest is covered by the offer.

OFFER

► Amount Offered:

The City of McAlester believes the Seller is a sophisticated seller and has a full understanding of the selling process and the rights to just compensation having been fully informed of their property rights. Based upon current local market trends, the local economy, and the basis listed above, the City of McAlester offers:

Subject to the "Release of Funds" for CDBG-EDIF Grant Contract No. 16765 CDBG-ED 16 by the Oklahoma Department of Commerce, the total compensation to be offered is \$1,100,000 for the full acquisition of the building/property referenced above. This contract is non-transferrable under any circumstances without the Sellers or Buyers approval.

- Buyer and Seller are to pay their own customary closing cost.
- Property is being purchased "As is, where is".

Closing date will be: December 28, 2016 or as soon as possible.

Buyer- Mayor John Browne
City of McAlester

Date

(Seal)

Attest: _____
Cora Middleton, Clerk

Date

Seller- Randall S. Saunier, President
First Realty Better Homes and Gardens, Inc.

Date

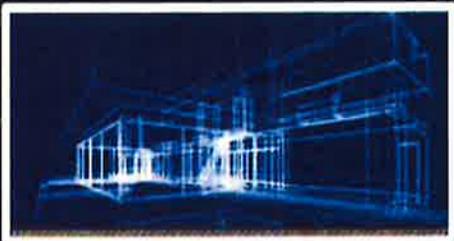
L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<i>Division of Commission (line 700) as Follows:</i>						
701. \$	to	FIRST REALTY BETTER HOMES & GARDENS				
702. \$	to	FIRST REALTY BETTER HOMES & GARDENS				
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808. UNDERWRITING FEE						
809. OVERNIGHT FEE						
810. VOD FEE						
811. FINAL INSPECTION						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@ \$	/day (days	%)	
902. MIP Totlms. for LifeOILoan	for	months to				
903. Hazard Insurance Premium for 1.0 years to						
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	months @ \$		per	month		
1002. Mortgage Insurance	months @ \$		per	month		
1003. City/Town Taxes	months @ \$		per	month		
1004. *County Taxes	months @ \$		per	month		
1005. Assessments	months @ \$		per	month		
1006.	months @ \$		per	month		
1007.	months @ \$		per	month		
1008.	months @ \$		per	month		
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to	LIBERTY ABSTRACT CO., INC.			200.00	200.00
1102. Abstracting	to	LIBERTY ABSTRACT CO., INC.	POC:S500.00			
1103. Title Examination	to	LIBERTY ABSTRACT CO., INC.			1,048.00	
1104. Final Title Search	to	LIBERTY ABSTRACT CO., INC.			150.00	
1105. Document Preparation	to	LIBERTY ABSTRACT CO., INC.				
1106. Notary Fees	to					
1107. Attorney's Fees	to					
<i>(includes above item numbers:)</i>						
1108. Title Insurance	to	LIBERTY ABSTRACT CO., INC.				
<i>(includes above item numbers:)</i>						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$					
1111. ENDORSEMENTS LIBERTY ABSTRACT CO., INC.						
1112.						
1113. RELEASE FEES PITTSBURG COUNTY CLERK						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$ 15.00; Mortgage \$; Releases \$					15.00	
1202. City/County Tax/Stamps: Deed ; Mortgage						
1203. State Tax/Stamps: Revenue Stamps 1,650.00; Mortgage						1,650.00
1204. TRANSFER TAX PITTSBURG COUNTY TREASURER						
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to		Mtg insp	NA		
1302. Pest Inspection	to					
1303. Septic inspection				NA		
1304. 1 Year Service Agreement				NA		
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					1,413.00	1,850.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

LIBERTY ABSTRACT CO., INC., Settlement Agent

Certified to be a true copy.



PARADIGM

Appraisal Services, LLC

Real Property Appraisal Report in Narrative Format

First Realty Better Homes and Gardens Property
Single-Tenant Industrial Facility with Excess Land
103 Steven Taylor Boulevard
McAlester, Oklahoma 74501



Effective Date:
October 27, 2016

Report Date:
November 15, 2016

Prepared For:
City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74502

PARADIGM APPRAISAL SERVICES, LLC

5147 South Harvard Avenue
Suite 249
Tulsa, Oklahoma 74135
918-764-8612
paradigmappraisals.com

PARADIGM APPRAISAL SERVICES, LLC

Real Property Appraisers and Consultants

Bryan C. Lang, MAI

November 15, 2016

City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74502

RE: An Appraisal Report in narrative format of the industrial facility with excess land located at 103 Steven Taylor Boulevard in McAlester, Oklahoma 74501.

To Whom It May Concern:

Pursuant to our agreement, I have prepared an **Appraisal Report** on the above referenced property. The subject property was inspected on October 27, 2016, and the purpose of the attached appraisal report is to estimate the subject's market value in its "As Is" condition assuming fee simple title. The intended use of the attached appraisal report is to assist the client in determining the market value of a potential asset. All area measurements, calculations, and value conclusions are subject to a professional survey and professional title opinion indicating a clear and marketable title. This appraisal is to be relied upon only by the client and/or assigns.

The subject site consists of a primary site and excess land. The primary site contains approximately 250,000 square feet, or 5.74 acres. The site is improved with an industrial development that contains approximately 51,200 square feet of gross building area. This can be segregated into approximately 1,280 square feet of finished office area and approximately 49,920 square feet of manufacturing area. According to the Pittsburg County Assessor, the improvements were constructed in 1997, and based on my physical inspection, they are generally in average overall condition. General construction characteristics include a concrete slab foundation, steel framing system, prefabricated metal exterior walls, and a gable-style roof with standing seam metal cover. The development indicates a site coverage of 20.5 percent and a land-to-building ratio of 4.9:1. There are at least 50 unmarked parking spaces onsite, indicating minimum parking ratios of one space for every 1,024 square feet, or one space per 1,000 square feet. The subject has approximately 503,554 square feet of excess land located adjacent to the south and west of the primary site.

The attached document is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The attached appraisal report has been prepared in accordance with the appraisal regulations issued by the Office of the Comptroller of Currency (OCC) regarding the enactment of Title XI of the Federal Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA), as well as the Standards of Professional Appraisal Practice of the Appraisal Institute.

Based on the research and analysis retained within my working file, as well as data contained within the attached appraisal report, it is my opinion that the estimated market value of the subject property, subject to the assumptions and limiting conditions attached, as of October 27, 2016, was:

Estimated Market Value "As Is" – Primary Site	\$1,180,000
Plus: Estimated Market Value – "As Is" – Excess Land	+ 250,000
Total Estimated Market Value – "As Is"	\$1,430,000

Respectfully,
Paradigm Appraisal Services, LLC



Bryan C. Lang, MAI
Oklahoma Certified Appraiser No. 12807CGA

CERTIFICATION

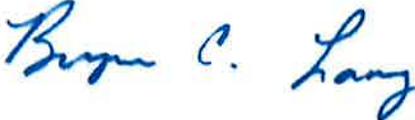
The undersigned does hereby certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- I have made a personal inspection of the property that is the subject of this report.
- Employment for preparation of this appraisal was not conditioned upon the appraisal producing a specific value, a minimum value, or the approval of a loan.
- I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- No one other than the person signing the report provided significant professional assistance in the valuation of the subject property.
- My state certification has not been revoked, suspended, canceled, or restricted.
- I certify that I have not previously provided appraisal services relative to the subject property within the past three years.
- As of the date of this report I, Bryan C. Lang, have completed the requirements under the continuing education program of the Appraisal Institute.

In my opinion, the estimated market value of the subject property, as of October 27, 2016, was:

Estimated Market Value – “As Is” – Primary Site	\$1,180,000
Plus: Estimated Market Value – “As Is” – Excess Land	+ 250,000
Total Estimated Market Value – “As Is”	\$1,430,000

Respectfully submitted,
Paradigm Appraisal Services, LLC



Bryan C. Lang, MAI
Oklahoma Certified Appraiser No. 12807CGA

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

Property Type:	Industrial with Excess Land
Location:	103 Steven Taylor Boulevard McAlester, Oklahoma 74501
Legal Description:	A detailed legal description can be found in a subsequent section of this report.
Purpose/Intended Use:	The purpose of this report is to form an opinion of the market value of the subject property in its "As Is" condition. The intended use of this report is to assist the client in determining the market value of a potential asset. The intended user of this report is the client, City of McAlester, and/or assigns.
Property Rights Appraised:	Fee Simple
Owner of Record:	First Realty Better Homes and Gardens, Inc.
Date of Valuation:	October 27, 2016
Date of Inspection:	October 27, 2016
Date of Report:	November 15, 2016
Zoning:	"I-1" – Light Industrial District
Site Size:	±250,000 SF or ± 5.74 Acres – Primary Site <u>±503,554 SF or ±11.56 Acres – Excess Land</u> ±753,554 SF or ±17.30 Acres – Total Site (Subject to verification by ALTA survey)
Flood Zone:	Unshaded Flood Zone "X" (non-hazardous flood areas) Community Panel No. 40121C-0465E (July 22, 2010)
Improvement Description:	The subject's primary site is improved with an industrial development that contains approximately 51,200 square feet of gross building area. The space can be segregated into approximately 1,280 square feet of finished office area and approximately 49,920 square feet of manufacturing area. According to the Pittsburg County Assessor, the improvements were constructed in 1997 and based on my physical inspection they are generally in average overall condition. General construction characteristics include a concrete slab foundation, steel framing system, prefabricated metal exterior walls, and a gable-style roof with standing seam metal cover. The development indicates a site coverage of 20.5 percent and a land-to-building ratio of 4.9:1. There are at least 50 unmarked parking spaces onsite, indicating minimum parking ratios of one space for every 1,024 square feet, or one space per 1,000 square feet. The development has approximately 503,554 square feet of excess land, which is located adjacent to the south and west of the primary site.
Estimate of Value:	Estimated Market Value – "As Is" – Primary Site \$1,180,000 Plus: Estimated Market Value – "As Is" – Excess Land + <u>250,000</u> Total Estimated Market Value – "As Is" \$1,430,000



PHASE I

ENVIRONMENTAL SITE ASSESSMENT

Quality Finishing, Inc.
103 Steven Taylor Blvd.
McAlester, OK

Prepared for

The Bank, N.A.

Prepared by

Graham Engineering, P.C.
1501 E. Seminole Ave.
McAlester, OK
74501

August 12, 2013

OK.BNKNA.61.07.13

1.0 SUMMARY

The Bank, NA engaged Graham Engineering, P.C. to conduct a Phase I Environmental Site Assessment (ESA) of the property located at 103 Steven Taylor Blvd., in McAlester, Oklahoma, subsequently referred to in this report as "the property". This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM Designation: E1527-05).

The purpose of the Phase I ESA was to identify, to the extent feasible, recognized environmental conditions in connection with the property. This assessment included a site reconnaissance as well as research and interviews with representatives of the public, property management, and regulatory agencies.

The property is irregular in shape and totals approximately 17.3 acres of developed land containing a metal-coating facility. The property has been developed since approximately 1997, and has operated as a metal coating facility since that time until 2012. Commercial and light industrial businesses and vacant City property occupy the general property vicinity.

The results of this assessment have revealed no *current recognized environmental conditions* associated with the property.

The results of this assessment have revealed no *historical recognized environmental conditions* associated with the property.

The results of this assessment have revealed no *de minimis* conditions associated with the property.

The results of this assessment have identified **two potential environmental conditions** regarding contamination of the property from historical activities:

- The property has operated as metal coating facility since 1997. The facility used chlorinated solvents and other substances containing metals. Impact to the subject property may have occurred from spillage/leakage of solvents and other fluids into the soil.
- One anonymous complaint was filed with the Oklahoma Department of Environmental Quality (ODEQ) in 1997 alleging dumping of spent solvents on the ground outside the facility building. ODEQ visited the site and did not find any visual evidence of dumping. However, ODEQ did not collect confirmatory soil or groundwater samples. Dumping may have occurred, and impact to the subject property may exist.

Only a soil and groundwater sampling program can determine whether any there are any environmental conditions related to past usage of the property. **Therefore, a Phase II Environmental Site Assessment that includes soil borings is recommended.**

Soil and groundwater (if encountered) samples should be collected in and adjacent to the facility, and submitted for laboratory analysis. Analyses should include volatile organic compounds (EPA 8260B) and RCRA metals (EPA 6010C). Borings should be advanced adjacent to a crack observed in the concrete floor near the solvent storage/handling area, and around the perimeter of the building.

If underground tanks, impacted soil/groundwater, drums or other questionable debris is encountered during construction or redevelopment activities on the property, it is recommended that additional inspection be conducted to identify any possible environmental impact.

There were no data gaps that significantly affected our ability to identify recognized environmental conditions associated with the property.

Except for any limitations and exceptions discussed in Section 2.4, this Phase I ESA complies with the ASTM Standard 1527-05.

No additional services beyond the scope of the ASTM Standard 1527-05 were conducted as part of this assessment.

8.0 FINDINGS

According to the findings of this assessment, the property was historically unoccupied and undeveloped.

According to ASTM 1507-05, Section 1.1.1:

“Recognized Environmental Conditions—In defining a standard of good commercial and customary practice for conducting an environmental site assessment of a parcel of property, the goal of the processes established by this practice is to identify recognized environmental conditions. The term recognized environmental conditions means the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions.”

The results of this assessment have revealed no current *recognized environmental conditions* associated with the property.

The results of this assessment have revealed no *historical recognized environmental conditions* associated with the property.

The results of this assessment have revealed no *de minimis* conditions associated with the property.

The results of this assessment have identified **two potential environmental conditions** regarding contamination of the property from historical activities:

- The property has operated as a Metal-coating facility since approximately 1995. The facility used a waste oil storage tank and an underground oil/water separator. Impact to the subject property may have occurred from spillage/leakage of oil and other fluids into the soil.
- Two service stations with petroleum storage tanks were located in the immediate vicinity of the property (to the north, and to the south). Impact to the subject property from these facilities is possible if there have been petroleum or solvent releases to groundwater, and if that water has migrated under the subject property.

9.0 OPINION

No *recognized environmental conditions* were identified in the Findings section of this report. Two potential environmental conditions were identified, related to the handling of substances used in metal coating on the subject property, and a report of illegal dumping of spent solvents.

Only a soil and groundwater sampling program can determine whether any there are any environmental conditions related to past usage of the property and nearby facilities. Therefore, a Phase II Environmental Site Assessment that includes soil borings is recommended.

Soil samples and groundwater (if encountered) should be submitted for laboratory analysis for total petroleum hydrocarbons (TPH) and metals. Inside the building near the concrete crack, and around the perimeter of the building, soil samples and groundwater (if encountered) should be submitted for laboratory analysis. Analysis should be for, at a minimum, volatile organic compounds (VOCs), and RCRA metals, in accordance with Oklahoma State and EPA guidelines.

The drums and buckets of paint stored in the tractor trailers near the west loading dock should be removed and disposed of appropriately.

If underground tanks, impacted soil/groundwater, drums, or other questionable debris is encountered during usage of the property, it is recommended that additional inspection be conducted to identify any possible environmental impact.

There were no data gaps that significantly affected our ability to identify recognized environmental conditions associated with the property.

THE BANK NA
QFI PHASE II
ENVIRONMENTAL SITE ASSESSMENT

PROJECT NO: BNA-13-01

AUGUST, 2013

Certificate of Authorization # 6685
Expiration Date: 6/30/2015



MEHLBURGER BRAWLEY

719 S. George Nigh Expressway
McAlester, OK 74501
(918) 420-5500
FAX (918) 420-5501

I. Introduction

The Bank, NA (*Client*) retained Mehlburger Brawley (*Engineer*) to perform a Phase II Environmental Site Assessment (ESA), in conformance with the scope and limitations of the *American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process (ASTM Designation: E1903-97)*, for the property located at 103 Steven Taylor Blvd., in McAlester, Pittsburg County, Oklahoma.

The purpose of this Phase II ESA was to evaluate recognized environmental conditions identified in the Phase I ESA conducted for this property for the *Client*, report prepared by Graham Engineering, P.C. This Phase II investigation was conducted to assist the *Client* in obtaining information regarding the nature and extent of possible contamination at the property.

II. Background Information

The subject property has the physical address of 103 Steven Taylor Blvd., McAlester, Oklahoma, and occupies a portion of the Steven W. Taylor Industrial Park. The property is found within the U.S. Geological Survey (USGS) McAlester, Oklahoma 7.5 Minute Topographic Quadrangle Map (1967, Photorevised 1978), and occupies a portion of the NE/4 of Section 9, Township 5 North, Range 14 East (please refer to Exhibit 1, Appendix A).

The property is irregular in shape and totals approximately 17.3 acres of land containing a painting facility. The property is zoned commercial. Industrial businesses and vacant City property occupy the general vicinity. Topography of the facility and surrounding grounds is relatively flat. Topography of the undeveloped portions of property tends to slope gently toward the facility building, and in the surrounding vicinity generally slopes east-northeast toward an intermittent stream that lies east of the property.

The findings of the above-mentioned Phase I ESA assessment identified potential concerns regarding contamination of the property from historical activities:

- The property has operated as a metal coating facility from 1997 to 2012. This facility has handled solvents, paints, and other materials containing metals such as chromium. Spillage or leakage of these substances may have impacted the native soil and/or groundwater.
- The Oklahoma Department of Environmental Quality (ODEQ) had one record of a complaint in 1997 that facility personnel were dumping waste solvents on the ground. ODEQ found no visual evidence of dumping, but no soil or water sampling was performed.

III. Phase II Environmental Site Assessment Activities

On July 24, 2013, the Engineer supervised the advancement of seven (7) soil borings on the subject property using a Simco Earthprobe 200 track-mounted push-probe rig operated by Mohawk Drilling, Inc. The borings were advanced at continuous four (4) ft intervals (0 to 4 ft, 4 to 8 ft, etc.) to probe refusal at bedrock. Temporary PVC well screens and riser were inserted in selected borings for groundwater collection. A Site Plan showing the locations of soil borings is presented on Exhibit 3 in Appendix A. Photographs are presented in Appendix B.

Soil samples were collected from the borings by lining the macro sampler with a disposable acetate sleeve. The Engineer opened the acetate sleeve while wearing dedicated, disposable nitrile gloves, and immediately recorded volatile organic hydrocarbon readings using a photo-ionization detector (PID) equipped with a 10.6 eV PID bulb. Readings were taken every 0.5 feet. The soil samples which exhibited the highest elevated PID reading above the observed saturated zone or the soil sample collected from directly above the observed saturated zone (if no elevated PID readings were observed) were then transferred into laboratory provided containers. The volatile soil samples were obtained in general accordance with Oklahoma-approved collection methods.

Temporary wells were allowed to rest overnight to allow groundwater to enter. In boring locations where a suitable quantity of groundwater had accumulated (only B-6 in this case), a dedicated disposable polyethylene bailer equipped with a check valve on the end was placed down the temporary well in order to collect a groundwater sample. Water was observed standing in a pool along the northern portion of the facility, and a sample of this water was also collected, due to the lack of groundwater encountered in the borings.

All soil and groundwater samples were appropriately preserved in laboratory-provided containers, placed on ice and transported to TestAmerica laboratories in Nashville, TN, using appropriate chain-of-custody protocol. The soil and groundwater sample testing parameters were selected based upon potential contaminants of concern (COCs) identified in the aforementioned Phase I ESA. Soil and water samples were analyzed via ASTM Method 8260B for 64 volatile organic compounds, and via Methods 6010C and 7471A for eight (8) metals. For quality assurance/quality control, trip blanks were also analyzed.

Following completion of sample collection, the temporary well casings were removed, and the boreholes were filled to the surface with bentonite chips. In locations where concrete had been cored (B-2 and B-4), the surface was patched with concrete.

The results of the soil and groundwater sampling are presented in the Analytical Results Table in Appendix C, and the full report is included in Appendix D.

IV. Discussion of Findings and Conclusions

Mehlburger Brawley has performed a Phase II Environmental Site Assessment (ESA) in general conformance with the ASTM Standard E1903-97 for the property located at 103 Steven Taylor Blvd., in McAlester, Pittsburg County, Oklahoma. This section summarizes the results of the Phase II ESA.

Seven (7) soil borings (B-1 through B-7) were advanced around the Site using a track-mounted Geoprobe Systems® push-probe rig. The borings were advanced to depths ranging from approximately 5 ft to 13 ft below ground surface (bgs). Borings were advanced to probe refusal, assumed to be at bedrock. Soils were found to be fairly uniform across the Site, consisting generally of clay overlying a crumbly shale or sandstone material. Water was encountered in boring B-6 in quantities enabling sample collection. One pool of standing water was also sampled.

All chemicals of concern (COCs) that were detected during laboratory analysis are presented in the Analytical Results Tables in Appendix C. The full laboratory reports are included in Appendix D.

Volatile organic COCs detected in soil for were below Oklahoma Corporation Commission action levels. Heavy metals in soil were well within the range of naturally occurring levels found in soil. COCs detected in groundwater and surface water were at or below USEPA drinking water maximum contaminant levels. As this facility is on City water, ingestion of groundwater is not a likely pathway. Therefore, it does not appear that significant contamination of the property has occurred in the locations studied, and further investigation is not recommended.

V. Terms and Conditions and User Reliance

To achieve the objectives stated in this report, we based our conclusions on the best information available during the period of the investigation and within the scope of services detailed in the Proposal dated June 6, 2013 and acknowledged by the Client with a signed agreement.

Information presented with this report is limited to the area of the project location as defined by the Client. The findings presented in this report are based solely on the information available during the course of this assessment. Accordingly, the Engineer cannot provide a warranty against any additional information that may exist and that may have possibly altered the findings, opinions, and recommendations offered in this report. The Engineer warrants that all work performed has conformed to accepted professional standards in effect at the time of this assessment.

Professional judgment was exercised in gathering and analyzing the information obtained, and we commit ourselves to the usual care, thoroughness, and competence being practiced in the engineering profession at the time of this work. No investigative method can completely eliminate the possibility of obtaining partially imprecise or

incomplete information. Thus, we cannot guarantee that the assessment completely defined the extent of any contamination by hazardous or otherwise harmful substances described in the report or, if no such contamination was found, its absolute absence.

This report complies with requirements defined in ASTM Standard E1903-97. Only legal counsel retained by the property owners is competent to determine the legal implications of any information or conclusions in this report for the property owner.

Mehlburger Brawley is not responsible for any effect upon the legal rights, obligations, or liabilities of any party or for any effect on the financeability, marketability, or value of the property in this assessment or for the occurrence or non-occurrence of any transaction involving the property.

This report is intended for the sole use of The Bank, NA, of McAlester, Oklahoma. This report may not be used or relied upon by any other party without the written consent of the Engineer. Mehlburger Brawley is not liable for any action arising out of the reliance of any third party on the information contained within this report. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

VI. Limitations

Professional services have been performed, findings obtained, and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This statement is in lieu of other statements either expressed or implied. This company is not responsible for independent conclusions, opinions or recommendations made by others based on the records review, Site observations, field exploration, and laboratory test data presented in this report.

It should be noted that environmental evaluations are inherently limited in the sense that conclusions are drawn and recommendations developed from information obtained from limited research and Site evaluation. For these types of evaluations, it is often necessary to use information prepared by others and the Engineer cannot be responsible for the accuracy of such information. Additionally, the passage of time may result in a change in the environmental characteristics at this Site and surrounding properties. This report does not warrant against future operations or conditions, nor does this warrant operations or conditions present of a type, or at a location, not investigated. This report is not a regulatory compliance audit and is not intended to satisfy the requirements of any state, federal, or local real estate transfer laws.



October 19, 2016

Randall S. Saunier
President
First Realty Better Homes and Gardens, Inc.
602 South 2nd
McAlester, OK 74501

Re: Voluntary Notice to First Realty Better Homes and Gardens, Inc.

Dear Mr. Saunier:

This is to inform you that the City of McAlester is interested in purchasing the property located at 103 Steven Taylor Boulevard, McAlester, OK 74501, (drawing enclosed) as more particularly described below:

Legal Description: (17.30 acres more or less total)

A tract of land containing 10.23 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the NE corner of Lot C-3; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 232.82 feet to the Point of Beginning; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 401.81 feet; thence S80°06'14"W a distance of 810 feet; thence S78°06'14"W a distance of 677.13 feet; thence N25°11'12"W a distance of 304.68 feet; thence N77°13'09"E a distance of 1351.96 feet to the Point of Beginning, except all the oil, gas and other minerals lying thereunder.

-AND-

A tract of land containing 7.07 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Beginning at Southeast corner of said Lot C-3; thence S 89°22'49" W along the South line of said Lot C-3 a distance of 900.00 feet; thence S 67°39'12" W along the South line of said Lot C-3 a distance of 358.09 ft.; thence N 22°25'14" W a distance of 254.43 feet; thence N 78°06'14" E a distance of 415.00 feet; thence N 80°06',14" E a distance of 810.00 feet to a point on the easterly line of said lot C-3 on a curve to the right with a Delta Angle of 41°55'53" right and a length of 345.39 feet to the Point of Beginning.

The City of McAlester received a Community Development Block Grant - Economic Development Infrastructure Financing Grant from the Oklahoma Department of Commerce on September 9, 2016, and officially accepted and executed the grant contract on October 11, 2016. The grant is for the purpose of acquiring a large industrial building with an acreage for the proposed CDBG-EDIF / Krebs Brewing Co., Inc. Expansion Project. Acquisition of the above-referenced property is needed in order for the project to be implemented and its benefits to be enjoyed by the community.

This sale is VOLUNTARY. If you do not wish to sell, the City of McAlester will NOT acquire the property. The City of McAlester will not use the power of eminent domain to acquire the property. Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance available under Federal law.

If you are interested in considering the sale of this property to the City of McAlester, an appraisal and possibly a review appraisal will be conducted to establish Fair Market Value of the property, which will be the basis for determining the offer to be made for purchasing the property. Please be aware that this letter does not constitute an offer to purchase your property but is intended solely to determine if you have any interest in pursuing such a sale.

Again, please understand that if you do not wish to sell your property, the City of McAlester will take no further action to acquire it. If you are interested in discussing this further, please contact Mr. Leroy Alsup at McAlester City Hall located at 28 E. Washington, McAlester, OK 74501. His phone number is 918-423-9300, ext 4951.

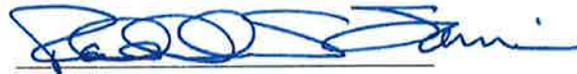
Sincerely,



Peter J. Stasiak, City Manager

Hand delivered to Seller by Leroy D. Alsup on October 20, 2016.

Seller's Signature:



Randall S. Saunier



Randall S. Saunier
President
First Realty Better Homes and Gardens, Inc.
602 South 2nd
McAlester, OK 74501

November 21, 2016

Re: First Realty Waiver of Review Appraisal

Dear Mr. Saunier:

The City of McAlester recently had your real property, located at: 103 Steven Taylor Boulevard, McAlester, OK 74501 appraised by Paradigm Appraisal Services on October 27, 2016. The purpose of this appraisal was to establish the Fair Market value of the property.

The City of McAlester has given you a copy of this appraisal. The City of McAlester is required, under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, to provide you not only with a Fair Market Value Appraisal, but also a review appraisal in order to establish the Fair Market Value of your property and that such valuation forms the basis for just compensation to which you are entitled.

You may elect to waive the review appraisal. If you desire to waive the review appraisal you need to sign the Waiver of Required Appraisal form attached and return it to Mr. Leroy Alsup at the City. If you do not wish to waive the review appraisal the City of McAlester will make the arrangements for the review appraisal.

Sincerely,

Peter J. Stasiak, City Manager

Hand Delivered to Seller by Leroy D. Alsup on Monday, November 21, 2016.

Seller's Signature:

Randall S. Saunier

WAIVER OF REQUIRED APPRAISAL

I understand that the City of McAlester requires a fee simple title interest in the following described property which I own, for the purpose of implementing the proposed CDBG-EDIF / Krebs Brewing Industrial Building/Property Acquisition Project.

Address: 103 Steven Taylor Boulevard, McAlester, OK 74501

Legal Description: (17.30 acres more or less total)

A tract of land containing 10.23 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the NE corner of Lot C-3; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 232.82 feet to the Point of Beginning; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 401.81 feet; thence S80°06'14"W a distance of 810 feet; thence S78°06'14"W a distance of 677.13 feet; thence N25°11'12"W a distance of 304.68 feet; thence N77°13'09"E a distance of 1351.96 feet to the Point of Beginning, except all the oil, gas and other minerals lying thereunder.

-AND-

A tract of land containing 7.07 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Beginning at Southeast corner of said Lot C-3; thence S 89°22'49" W along the South line of said Lot C-3 a distance of 900.00 feet; thence S 67°39'12" W along the South line of said Lot C-3 a distance of 358.09 ft.; thence N 22°25'14" W a distance of 254.43 feet; thence N 78°06'14" E a distance of 415.00 feet; thence N 80°06',14" E a distance of 810.00 feet to a point on the easterly line of said lot C-3 on a curve to the right with a Delta Angle of 41°55'53" right and a length of 345.39 feet to the Point of Beginning.

I further understand that the City of McAlester is required, under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, to provide an independent appraisal and a review appraisal in order to establish the Fair Market Value of such property, and that valuation, forms the basis for just compensation to which I am entitled.

I have received a copy of the independent appraisal from the City of McAlester and have had the opportunity to review it. Having been fully informed of my rights to also have a review appraisal conducted, I do hereby waive my rights to have a review appraisal conducted and do hereby release the City of McAlester from its obligation to have a review appraisal conducted.


Signature of Owner (Randall S. Saunier)

11-21-16
Date


Signature of Witness

11/21/16
Date


Signature of Acquiring Official

11-21-16
Date

Triple Net Real Property Lease Agreement
Between the City of McAlester and Krebs Brewing Co., Inc.

THIS TRIPLE NET REAL PROPERTY LEASE AGREEMENT (the "Lease") made this _____ day of _____, 2016, by and between the City of McAlester (hereinafter referred to as the "Landlord"), and Krebs Brewing Co., Inc., (hereinafter referred to as the "Tenant").

WITNESSETH:

The said Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the following described premises (hereinafter referred to as the "Premises"):

Address: 103 Steven Taylor Boulevard. McAlester, OK 74501

Legal Description: (17.30 acres more or less total)

A tract of land containing 10.23 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the NE corner of Lot C-3; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 232.82 feet to the Point of Beginning; thence S42°33'04"E along the Easterly line of Lot C-3 a distance of 401.81 feet; thence S80°06'14"W a distance of 810 feet; thence S78°06'14"W a distance of 677.13 feet; thence N25°11'12"W a distance of 304.68 feet; thence N77°13'09"E a distance of 1351.96 feet to the Point of Beginning, except all the oil, gas and other minerals lying thereunder.

-AND-

A tract of land containing 7.07 acres more or less in Lot C-3 in the Steven W. Taylor Industrial Park, in Pittsburg County, State of Oklahoma, more particularly described as follows: Beginning at Southeast corner of said Lot C-3; thence S 89°22'49" W along the South line of said Lot C-3 a distance of 900.00 feet; thence S 67°39'12" W along the South line of said Lot C-3 a distance of 358.09 ft.; thence N 22°25'14" W a distance of 254.43 feet; thence N 78°06'14" E a distance of 415.00 feet; thence N 80°06',14" E a distance of 810.00 feet to a point on the easterly line of said lot C-3 on a curve to the right with a Delta Angle of 41°55'53" right and a length of 345.39 feet to the Point of Beginning.

Together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business as hereinafter described, for the term of two hundred forty (240) months, running from and including _____ 1, 2016 up to and including _____ 1, 2036 for use in Tenant's regular business.

Employment Covenant

1. Tenant shall create and employ not less than 30 new full time regular jobs (the "New Jobs") within 36 months from the date of the Community Development Block Grant- Economic Development Infrastructure Financing (CDBG-EDIF) Grant Agreement is executed with the Oklahoma Department of Commerce; provided that such New Jobs will include health insurance benefits to which the Tenant shall financially contribute 50% of the cost for the employee and not less than 16 of the New Jobs will be made available to persons qualifying as low/moderate income under standards established by the U. S. Department of Housing and Urban Development.

determined or submitted after the termination of the Lease, and Tenant covenants and agrees to timely pay all such statements or invoices.

Tenant's Alterations, Additions, Installations, and Removal Thereof

7. Tenant may at its own expense, either at the commencement of or during the term of this Lease, make such alterations in and/or additions to the leased Premises without prejudice to the generality of the foregoing as may be necessary to fit the same for its business, upon first obtaining written approval of the McAlester City Manager if the total cost of alterations and/or additions is \$25,000 or less and the City Council of the City of McAlester if the total cost of alterations and/or additions exceeds \$25,000, as to the materials to be used and the manner of making such alterations and/or additions (Landlord covenants not to unreasonably withhold approval of alterations and/or additions proposed to be made by Tenant). Tenant may also at its own expense, install such counters, racks, shelving fixtures, fittings machinery and equipment upon or within the leased Premises as Tenant may consider to the conduct of its business. At any time prior to the expiration or termination of this lease, Tenant may remove any or all such alterations; additions or installations in such a manner as will not substantially injure the leased premises. In the event Tenant shall elect to make such removal, Tenant shall restore the Premises, or the portion or portions affected by such removal, to the same condition as existed prior to the making of such alterations, additions or installations; ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion accepted,

All alterations, additions or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

Maintenance and Cleaning Of Leased Premises

- 8.1 Tenant, at its sole cost and expense, shall keep the foundation, the exterior walls and roof of the Building in good repair.
- 8.2 Tenant, at its sole cost and expense, shall keep the Leased Premises, including, without limitation, plate glass, windows, doors and other exterior openings, door frames, molding, closure devices, locks and hardware, special store fronts, lighting, heating, air conditioning, plumbing, upkeep and maintenance of sewer and water lines, and other electrical and mechanical installation equipment and fixtures, signs, placards, decorations or other advertising media of any type, and interior painting or other treatment of interior walls, in good, clean and habitable condition, Tenant further agrees to maintain all landscaping and lawn care of the property as well. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all such foregoing items and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above or serving the Leased Premises, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent.

Observance of Laws

9. Landlord and Tenant shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased Premises.

Termination by Default

10. In the event that either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this lease, including Tenant's covenant to pay rent, and such failure shall continue unremedied or uncorrected for a period of fifteen (15) days after the service of written notice upon such party by the other party hereto, specifying such failure, this lease may be terminated, at the option of the party serving such notice, at the expiration of such period of fifteen (15) days. PROVIDED, however, that such termination shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure.

Assignment

11. This lease may not be assigned, or the premise sublet, without prior written approval from the City Council of the City of McAlester which approval will not be unreasonable withheld.

Tenant's Liability Insurance and Indemnity

- 12.1 Tenant shall procure and maintain throughout the Lease Term a property insurance policy or policies of insurance causing the Building to be insured under special form property insurance and commercial general liability insurance equal to full replacement value of the improvements on the Premises against loss or damage by fire and the perils covered by an extended coverage or "all risk" insurance. All such insurance shall be payable jointly to the Tenant and to the Landlord as their interests may appear.
- 12.2 Tenant is also solely responsible to obtain property insurance for Tenant's personal property, contents or improvements in the Leased Premises, and any third parties' personal property located in the Building. The proceeds of any such policy(s) that become payable due to damage or loss shall be used by the Tenant for the repair or replacement thereof.
- 12.3 Tenant agrees to carry commercial casualty/general liability insurance covering any claim for damages due to death, bodily injury or property damage incident to the use of or resulting from any accident occurring in or about the Premises, which insurance shall be in the amount of not less than \$1 million per occurrence, \$2 million aggregate and \$100,000 each occurrence for property damage, Such policies shall be for the benefit of Landlord (as an additional insured) and Tenant as their interests may appear. Tenant further agrees to indemnify Landlord from any and all damages to the contents of any portion of the building herein leased, during the term granted and from any action or claim by any person arising from the maintenance, operation, or use by Tenant of the premises, or any conditions existing on said premises under the control of Tenant or which condition is the responsibility of tenant. In any suit or action for damages arising from alleged negligence of Tenant in which Landlord is included as a defendant, Tenant will assume all the burdens, costs, and expenses of the defense, thereof, including attorney's fees, and the costs of settlement or judgement obtained against Landlord by reason thereof.
- 12.4 Proof of Insurance. Each policy of insurance required of the Tenant by this Lease shall be a primary policy, issued by an insurance company and with a deductible reasonably satisfactory to the Landlord, with the real property insurance containing an endorsement requiring thirty (30) days' written notice from the insurer to the Landlord before cancellation. Certificates evidencing coverage shall be deposited with the Landlord at the Commencement Date and at the commencement of any renewal term.

Landlord's Right to Enter Premises

13. Tenant shall permit Landlord and Landlord's agents to enter at any reasonable times to view the state and condition of the premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes, Tenant shall also permit Landlord or Landlord's agent's on or after sixty (60) days next preceding the expiration of the term of this lease, to show the premises to prospective tenants at reasonable times, and to place notices on the front of said Premises, or on any part thereof, offering the premises for lease or for sale.

Operations

14. Tenant agrees to conduct its business at all times in good faith, in a high grade and reputable manner. Tenant shall not use lease premises for any purpose which increases the rate of insurance premium cost, except by written agreement with City Council of the City of McAlester, or which would invalidate any policy of insurance covering or carried on the building in which leased premises are located, nor obstruct the sidewalks or common areas or use the same for business or display purposes, nor abuse walls, ceilings, partitions, floors, wood, stone, iron works; nor use plumbing for any purpose other than that for which constructed or make or permit any noise or odor objectionable to the public or to other occupants of the building to emit from the premises nor create, maintain or permit a nuisance thereon; nor do any act tending to injure the reputation of the premises; nor place or permit any radio or television antenna, loud speaker or sound amplifier, or similar device at any place where the same may be seen or heard outside of Tenant's leased area.

Option to Purchase.

- 15.1. Grant of Option to Purchase. Subject to the approval of the Oklahoma Department of Commerce (hereafter "ODOC"), for and in consideration of the sum of \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby grant, bargain, and sell to Tenant the exclusive right and option to purchase the property in accordance with the terms and provisions herein contained.
- (a) Prior to consummation of any sale-purchase agreement, the Parties will so advise ODOC in advance of the proposed sale-purchase, and obtain ODOC's consent to the proposed sale-purchase and;
 - (b) Since Community Development Grant-Economic Development Infrastructure Financing program (hereafter "CDBG-EDIF") funds are being invested in the project, ODOC will need to review and approve the proposed sale-purchase to insure the Parties do not violate the underlying federal laws and regulations (the CDBG-EDIF funds will permanently retain their federal identity and therefore could impact the structure of the sale-purchase agreement and;
 - (c) In the event the City or its assigns sells the subject building/property to the company, lease payments the company has paid to date of sale are prohibited from being applied to the sales price of the building.
- 15.2. Exercise of Option. Provided that Tenant is not in default in this Lease, the option to purchase herein granted may be executed by Tenant on or after _____ 1, 2026, by written notice from Tenant to Landlord, given in strict accordance with the Notice provisions of paragraph 21 herein below. For purposes of this agreement, the option period shall mean that period from _____ 1, 2026 to and ending at 5:00 CST _____ 1, 2036 (the "Option Period").

- 15.3. Failure or Refusal to Exercise Option, In the event Tenant does not exercise the option to purchase in the manner provided herein, then Tenant shall have no further right or option to purchase the Premises and the consideration for this option shall be retained by Landlord.
- 15.4. Agreement to Sell and Purchase. Upon the timely and proper exercise of the option herein granted, Landlord hereby agrees to sell and convey the property to Tenant; and Tenant hereby agrees to purchase and pay Landlord for the property.
- 15.5. Purchase Price. The purchase price to be paid by Tenant to Landlord for the property subject to credits and adjustments as provided herein, shall be as follows:

Option to Purchase Schedule

<u>After Lease Yr</u>	<u>Calendar Yr</u>	<u>Option Purchase Price</u>	<u>CDBG-EDIF Grant Payoff</u>
Year 10	2026	\$500,100.00	\$500,000.00
Year 11	2027	\$450,100.00	\$450,000.00
Year 12	2028	\$400,100.00	\$400,000.00
Year 13	2029	\$350,100.00	\$350,000.00
Year 14	2030	\$300,100.00	\$300,000.00
Year 15	2031	\$250,100.00	\$250,000.00
Year 16	2032	\$200,100.00	\$200,000.00
Year 17	2033	\$150,100.00	\$150,000.00
Year 18	2034	\$100,100.00	\$100,000.00
Year 19	2035	\$50,100.00	\$50,000.00
Year 20	2036	\$100.00	0

- 15.6. Payment of Purchase Price, The purchase price shall be paid by Tenant to Landlord at the closing in cash or by cashier's check.
- 15.7. Items to be Furnished, Landlord will furnish or cause to be furnished by delivery to Tenant each of the following items identified below.
- 15.8. Abstract of Title, Landlord shall, within 60 days from the date of exercise of the Option, deliver to Tenant an abstract of title to said premises, certified complete to date, showing merchantable title thereto in Landlord, and Tenant shall within 15 days after such delivery of abstract deliver to Landlord a report in writing approving or disapproving said title; provided that, if Tenant disapproves the title, Tenant shall in such written report point out all defects therein, and Landlord shall have a reasonable time thereafter to perfect such title. In event Landlord fails to perfect title in said time, this agreement shall, at the option of Tenant, become null and void, and said abstract of title returned to Landlord. Reservation of coal and asphalt, or easements, shall not be deemed to affect marketability of title unless specifically provided herein, or unless the existence thereof would be materially detrimental to the reasonable use or development of the property. It is agreed that Landlord at his option shall have the right to furnish Tenant Title Guaranty Insurance in amount of the full purchase price in lieu of merchantable title, and in such event the abstract will not be delivered to Tenant.

- 15.9. Date and Place of Closing. The closing hereunder shall take place in the office of the Liberty Closing, or at such other place as to which Landlord and Tenant may agree. The closing date shall be on or a date mutually agreeable to Landlord and Tenant.
- 15.10. Landlord's Deliveries: At closing and at Landlord's sole cost and expense, Landlord shall deliver the following to the Title Company:
- a. Deed. A General Warranty Deed duly executed and acknowledged by Landlord, conveying to Purchaser (i) with warranty of title, good and indefeasible fee simple title to the Real Estate and improvements, subject only to the Permitted Exceptions and (ii) without warranty, either express or implied, the Appurtenances (the "Deed");
 - b. Evidence of Authority. Authorizations authorizing the execution and delivery of all documents required hereunder, in form and content satisfactory to Tenant and title company.
 - c. Additional Documents. All additional documents and instruments the title company may require in order to issue the title policy or which Tenant's counsel and Landlord's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

On the closing date, Landlord shall deliver possession of the property to Tenant, subject to the permitted exceptions, and instruct the title company to issue and deliver the title policy to Tenant once the Warranty Deed is recorded.

- 15.11. Tenant's Deliveries: At closing and at Tenant's sole cost and expense, Tenant shall deliver the following to the title company:
- a. Purchase Price. The purchase price, in immediately available funds, as required under Section 15.5 above.
 - b. Additional Documents. All additional documents and instruments the title company may require in order to issue the title policy or which Tenant's counsel and Landlord's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction,
- 15.12. Adjustments at Closing: At the closing, all Real Estate Taxes, defined *infra*, relating to the property for the calendar year in which the closing date occurs, all utilities and all revenue attributable rental payments paid for the month in which the closing occurs, shall be paid by Tenant as of the closing date.

15.13 COSTS OF CLOSING.

Landlord agrees to pay:

- a. All charges for tax certificates;
- b. All charges incurred by Landlord for the preparation of the deed;
- c. All charges incurred by Landlord for the procurement, preparation and recording of any releases, waivers, or other instruments required to clear Landlord's title to the real estate and improvements in accordance with the provisions hereof;
- d. Landlord's attorneys' fees; and
- e. All other charges required to be paid by Landlord under this Agreement.

Tenant agrees to pay:

- a. Tenant's attorneys' fees;
- b. The Landlord's cost to update the Abstract of Title or the Landlord's cost for Title Guaranty Insurance;

- c. All charges incurred by Tenant for the procurement of any loan, the preparation and recording of any loan documents and the premium for issuance of any mortgagee policy of title insurance;
 - d. All recording fees to record the Deed;
 - e. All of the closing fees that are charged by the title company; and
 - f. All other charges required to be paid by Tenant under this Agreement, and other charges typically paid by a buyer in transactions of this nature in the county in which the property is located.
- 15.14. No Liens. Landlord has not and shall not create any liens, leases, encumbrances, exceptions, reservations, restrictions, limitations, easements or claims of third parties prior to closing.
- 15.15. Unpaid Bills. There will be at closing no unpaid bills for labor, services, or work performed or rendered upon the property at the direction of Landlord, or for materials or supplies furnished or delivered to the property at the direction of Tenant, either or all of which could result in the filing of mechanics', materialmen's' or laborers' liens upon the property.

Real Estate Taxes

- 16 Tenant shall be responsible for the payment of all Real Estate Taxes. For purposes of this Lease, the term "Real Estate Taxes" shall include ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents, any tax or charge for governmental services (such as street maintenance or fire protection) and any tax or charge which replaces either wholly or in part, in substitution, or in lieu of, any of such above-described items, with respect to all portions of the property owned by Landlord; provided, however, that such Real Estate Taxes shall not be deemed to include any estate, franchise or inheritance tax.

Lease Cancellation

17. Tenant, at its option, may cancel this Lease agreement if, at any time during the Term, Tenant determines or believes, due to any changes to, or interpretations of Applicable Law, that its continued operations on the Premises for the purposes declared herein is, or has become unlawful, for any reason

DEFINITIONS - Applicable Law: any statute, law, code, ordinance, formal or informal order, instruction or directive promulgated by a regulatory or governmental authority.

DEFINITIONS - Purpose of Business: Brewery and all operations ancillary thereto.

Damage or Destruction.

- 18.1 Tenant shall give immediate written notice to landlord of any damage caused to the Leased Premises by fire or other casualty.
- 18.2. In the event the Leased Premises shall be damaged or destroyed by fire or other casualty insurable under the Tenant's Insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence to rebuild and repair the leased Premises with the insurance proceeds received. The obligation of the Landlord to rebuild or repair the leased Premise is strictly limited to the amount of insurance proceeds received. In the event (a) the Building is destroyed or substantially damaged by a casualty not covered by Tenant's Insurance or (b) such Building is destroyed or rendered untenable to an extent in excess of fifty percent

(50%) of the floor space by a casualty, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Leased Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence.

- 18.3. Landlord's obligation to rebuild and repair under this Section 16 shall in any event be limited to restoring the Leased Premises to substantially the condition in which the same existed prior to such casualty. Tenant agrees that promptly after completion of such work by Landlord in the preceding paragraph, Tenant shall proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all other alterations, additions, improvements, fixtures, signs and equipment installed by Tenant.
- 18.4. Tenant agrees that during any period of reconstruction or repair of the Leased Premises, it shall continue the operation of its business within the Leased Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Base Rent shall be equitably abated; provided, Base Rent shall not be abated or reduced so long as Tenant's continued occupancy of the leased Premises is not materially interrupted. Provided further, there shall be no abatement of the other charges provided for herein, nor shall any compensation be paid to Tenant by Landlord by reason of inconvenience, annoyance or injury to business arising from the necessity of repairing or restoring the Leased Premises or any portion of the Building, and Tenant agrees that the abatement of Rent provided by this Section 16 shall be the total compensation to which Tenant is entitled by reason thereof, Nothing herein to the contrary, in the event the Leased Premises or any other portion of the Building is damaged by any casualty resulting from the negligence or willful misconduct of Tenant or any of Tenant's employees, agents, contractors, customers, or invitees, Rent shall not abate and Tenant shall be liable to Landlord for the cost of repair and restoration of the Building and the Leased Premises to the extent such cost is not paid by insurance proceeds paid to Landlord,

Eminent Domain

- 19.1. If more than thirty percent (30%) of the floor space of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.
- 19.2. If however, less than thirty percent (30%) of the floor space of the Leased Premises should be taken as described above, this Lease shall not terminate; however, the Base Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority, Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work required to make the remaining portions of the Leased Premises an architectural whole,
- 19.3. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Leased Premises of Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant, so long as such separate award does not reduce the amount of the award that would otherwise be awarded to Landlord.

Additional Provisions

20. Quiet Enjoyment. Provided Tenant timely and fully pays Rent and fully performs all of its other covenants and agreements under this Lease, Tenant shall have the right to occupy and enjoy the Leased Premises without hindrance from Landlord or any person lawfully claiming through Landlord, subject to the terms of this Lease, all mortgages, insurance requirements and applicable law.
21. Notices. Any notice in this Lease provided for must, unless otherwise expressly provided herein, be in writing, and must, unless otherwise in this Lease expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party, or by prepaid overnight or express mail, or by prepaid overnight courier, when appropriate, addressed to the party to be notified at the address stated below:

If to Tenant:
Krebs Brewing Co., INC.
Attn: Zach Prichard
PO Box 66
Krebs, OK 74554

With a copy (*which will not constitute notice for any purpose*) to:
Brett D, Cable
CABLE LAW, PLLC
438 E Carl Albert Pkwy
McAlester, OK 74501

If to Landlord:
Cora Middleton, City Clerk
City of McAlester
P.O. Box 578
McAlester, OK 74502

With a copy (*which will not constitute notice for any purpose*) to:
Peter J. Stasiak, City Manager
City of McAlester
P.O. Box 578
McAlester, OK 74502

or to such other party or address, notice of which has been given to the other party. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited. With respect to any notice in this Lease to Tenant, Landlord may satisfy the requirements of this Section by delivering such notice in person to any employee of Tenant at the Leased Premises. The parties hereto shall not refuse to accept delivery of any notice.

22. Brokerage Commissions. Landlord and Tenant each covenant that they have not dealt with any real estate broker or finder with respect to this Lease and therefore no commissions are due.
23. Integrated Agreement, This Lease constitutes the entire agreement among the parties and supersedes all prior agreements and understandings (whether written or verbal) among the parties

relating to the Leased Premises. There are no agreements, understandings, restrictions, warranties or representations among the parties relating to the Leased Premises other than those set forth herein.

24. Amendment. This Lease may be amended or modified at any time and in all respects by an instrument in writing signed by all parties.
25. Invalidity. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Lease and this Lease shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
26. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
27. Authority. The individual signing this Lease on behalf of the Tenant represents and warrants (i) that he or she has proper authorization to execute or attest and deliver this Lease on behalf of Tenant in accordance with the organizational documents of Tenant; (ii) that this Lease is binding upon the Tenant; and (iii) that the Tenant is properly organized and legally existing in the state of its organization, and is qualified to do business in the state of Oklahoma,
28. No Partnership. Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Further, nothing in this Lease shall cause the Landlord in any way to be construed as an employer, or to subject the Landlord to any obligation, loss, charge or expense connected with or arising from the Tenant's operation or use of the Premises.
29. Binding Effect. The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.
30. The law governing this agreement shall be the law of the State of Oklahoma. The venue governing any action arising from this agreement shall be the District Court of Pittsburg County, Oklahoma.
31. Nothing in this lease agreement is intended to create any rights in any third party, and nothing in this agreement is intended or should be construed to affect, or as a waiver of, the rights and protections of the City of McAlester, Oklahoma or its employees under the Oklahoma Governmental Tort Claims Act, Title 51 Okla. Stat. Secs 151 et seq.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall inure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESSETH WHEREOF, the parties hereto have executed this lease the day and year first above written, and in so doing, do represent to have such authority as may be required in order to obligate said Tenant in this Agreement.

LESSOR/LANDLORD:
CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

LESSEE/TENANT:

By: _____
John Browne, Mayor

Zach Prichard
President, Krebs Brewing Company, Inc.

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>December 13, 2016</u>	Item Number:	<u>5</u>
Department:	<u>Community & Economic Development George Estrada, Bldg. Inspector James Schulz, Code Enforcement</u>	Account Code:	<u></u>
Prepared By:	<u>Leroy D. Alsup, Director</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>December 6, 2016</u>	Exhibits:	<u>3</u>

Subject

Consideration of an appeal from William R. Billy in regards to the November 2, 2016 Notice of Violation/ Administrative Order to abate the nuisance on the property at 1400 E. Pierce Avenue that was tabled at the November 22, 2016 City Council Meeting.

Recommendation

Motion to direct the McAlester Code Enforcement Officer and the Building Inspector to summarily abate the nuisance on the property at 1400 E. Pierce Avenue.

Discussion

Property- 1400 E. Pierce Avenue, McAlester, OK

Legal Description- Lot 1, Block 60, South McAlester, Pittsburg County, State of Oklahoma

Property Owner- Idabell Fry % William R. Billy

► Violations/Non-Compliance Issues

1. No application was submitted to the Building Code Administrator to obtain a permit to place the structure on the property at 1400 E. Pierce Avenue.

Section 18-53 (1) To construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure of which is regulated by the building code, or to cause any such work to be performed, the owner or owners authorized agent shall first make application to the Code Administrator to obtain the required permit. ...

2. It has come to staff's attention that the structure 1400 E. Pierce Avenue is being occupied as a residence. The structure does not meet the minimum standards of the International Residential Code for occupancy as residential dwelling.

Section 18-51. Adopted.

There is hereby adopted, for the purpose of establishing rules and regulations for the construction, alteration, demolition, equipment, use and occupancy, location and maintenance of buildings, and structures, that certain building codes known as the International Building Code, 2015 edition, the International Residential Code, 2009 edition, and the International Existing Building Code, 2015 edition, and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, of which code not less than three copies are on file in the office of the code administrator; and the same is hereby incorporated as a part hereof as fully as if set out at length in this article. The provisions of such code shall be controlling in the construction, alteration, demolition, equipment, use and occupancy, location and maintenance of all buildings and other structures within the corporate limits of the city.

3. If the owner is claiming the structure is an accessory building in lieu of a single family residence, by zoning ordinance definitions, an accessory building is to be located on the same lot with the main building (Single Family Residence in the R-1B Zoning District). There is no main building or single family residence at 1400 E. Pierce Avenue.

Sec. 62-107 Definitions.

Accessory building means a building customarily incidental and subordinate to the main building and located on the same lot with the main building.

Accessory use means a use customarily incidental, appropriate and subordinate to the principal use of land or buildings located upon the same premises.

► **Enforcement Regulations**

Sec. 18-2. Improperly built, altered, etc., buildings deemed nuisances.

All buildings and structures, or parts thereof, built, enlarged, altered or moved in violation of this chapter or any other ordinance of the city are hereby declared to be public nuisances and subject to abatement in accordance with Chapter 46, Article II of this Code.

(Code 1974, § 7-3)

Sec. 18.55. Violations.

(a) Unlawful acts. It shall be unlawful for any person to erect, construct, alter, extend, repair, remove, demolish, use or occupy any building or structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code,

(b) Notice of violation. The building official shall serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, removal, demolition, use or occupancy of a building or structure in violation of the provisions of this code, or in violation of a detail statement or a plan approved thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

(c) Prosecution of violation. If the notice of violation is not complied with promptly, the building official shall request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation or to require the removal or termination of the unlawful use of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

(d) Penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, repair, demolish, or move, or has erected, constructed, altered, repaired, demolished, or moved a building or structure in violation of a detailed statement or drawing submitted and approved thereunder, or of a permit or certificate issued thereunder, shall be guilty of a misdemeanor, and upon conviction shall be fined as prescribed by Section I-8. Each day upon which a violation continues shall be deemed a separate offense.

(Code 1974, § 7-32.2)

Sec. 46-28. Abatement-Generally.

(a) The City Council is empowered to summarily abate, or have summarily abated by the Codes Department, any nuisance referred to in this chapter or any other chapter of the Code, whenever it is practical to do so, following the procedures outlined in this chapter.

(b) All expenses incurred in abating a nuisance under this section shall be paid by the owner or person creating or maintaining such nuisance.

(Code 1974, § 17-4)

Sec. 46-29. Same-By suit in district court.

If abatement of any nuisance is deemed impractical by the City Council, the Council shall, by resolution, direct the bringing of a suit in the District Court for the abatement of the public nuisance, as authorized by 50 O.S., § 17.

(Code 1974, § 17-7)

Sec. 46.31. Same-Procedures cumulative.

The various procedures prescribed by this article and by other ordinances for abating public nuisances shall be cumulative one to the other, and the City may elect to follow any such procedure which is applicable in abating any particular nuisance.

(Code 1974, § 17-9)

Sec. 46-55. Designation of administrative officer.

The City designates the Codes Administrator as the Administrative Officer responsible for carrying out the duties of the City Council regarding public nuisance abatement procedures. The property owner shall have a right of appeal to the City Council from any order of the Code Administrator. Such appeal shall be taken by filing written notice of appeal with the City Clerk within ten days after the administrative order is rendered.

(Code 1974, § 17-20)

]The following documents are attached for your reference:

1. City of McAlester Violation Notice/Administrative Order to William Billy on the property at 1400 E Pierce Ave (11-02-2016)
2. Shawn Smith Email dated 11-08-2016
3. William Billy Appeal of Violation Notice/Administrative Order (Received 11-14-2016)

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	12/06/2016
City Manager	P. Stasiak	<i>PJS</i>	<i>12-7-16</i>



City of McAlester
Community & Economic Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

NOTICE OF VIOLATION
Administrative Order

Idabell Fry

%William R. Billy

1400 E Pierce Ave

McAlester OK 74501

Date: November 2, 2016
Block: 60
Lot: 1

An inspection of your property at **1400 E Pierce Avenue** shows that you are in direct violation of the Code of Ordinances of the City of McAlester, **Sec. 18-2 Building Deemed Nuisance and/or Sec 62-197(1) Single family dwelling and/or Sec. 18-51 Adopted, Portable accessory structure does not meet the design for IRC 2009 requirements for dwelling.**

It has been determined that conditions on your property are detrimental to the health, benefit or welfare of the citizens of the City of McAlester and/or the neighborhood.

Remedy for Compliance: Vacate resident in portable accessory structure not designated for dwelling.
Accessory structure should be located on same lot incidental to a primary dwelling.

This violation must be corrected within ten (10) days, or by **November 12, 2016**. If you have not complied, the City has the option of: (1) causing the work to be performed and billing you for the actual costs, plus an administrative fee of \$100, or (2) asking the court to fine you up to \$500 plus court costs per violation. Such appeal shall be taken by filing written notice of appeal with the City Clerk within ten days after the date of this administrative order. If you have any questions regarding this notice, call (918) 423-9300 ext. 4985.

Sincerely,

George Estrada
Building Inspector

Leroy Alsup - Director
(918) 423-9300 ext.4951

Kirk Ridenour - Economic Development Manager
(918) 423-9300 ext.4982

Jayne Clifton - Executive Asst./Planning Tech
(918) 423-9300 ext. 4984

James Schulz - Codes Enforcement
(918) 423-9300 ext. 4986

George Estrada - Building Inspector
(918) 423-9300 ext. 4985

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987



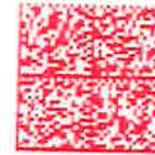
11/01/2016

Name and Address of Sender

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt



U.S. POSTAGE PITNEY BOWES

 ZIP 74501 \$ 000.48⁰
 02 1W
 0001389093 NOV 02 2016

RR
 Fee

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1.	Idabell Fry %William R. Billy 1400 E. Pierce Ave. McAlester, OK. 74501	\$0.48		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Total Number of Pieces Listed by Sender

1

Total Number of Pieces Received at Post Office

1

Postmaster, Per (Name of receiving employee)

Rebecca Salzman



See Privacy Act Statement on Reverse

1 of 1

Basic Information

0100-00-060-001-0-001-00

Addition : South McAlester

Block : 060

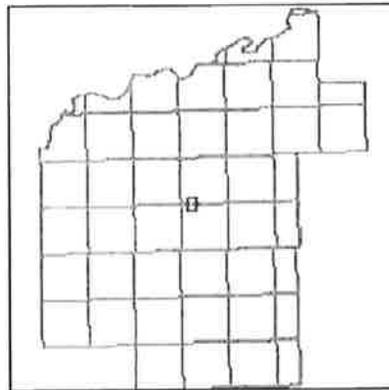
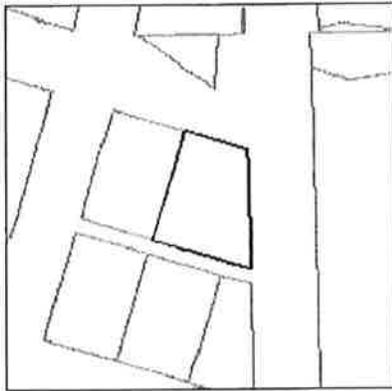
Lot : 001

Deed Book : MR68

Deed Page : 56

0.38 Acres

16,371 Square Feet



Map Parcel

Owner(s)

**FRY, IDABELL
% WILLIAM R BILLY
1400 E PIERCE ST
MCALESTER, OK 74501**

Parcel Location

**0100601
MCALESTER OK
80 McAlester-C**

Parcel Value

Assessed Values		Market Values
\$362	: Land :	\$3,287
	: Improvement :	
\$5	: Other :	\$47

Estimated Tax : \$27.68

Legal Description
LOT 1 BLK 60 SO MCALESTER

Land Information

<p><u>Single Family Residence</u> Urban Res 107' X 153' 16,371 Square Feet \$120 per Unit</p>
--

Features

<p>SHED Grade : GOOD 14' X 12'</p>
--

George Estrada

From: Shawn Smith
Sent: Tuesday, November 08, 2016 11:57 AM
To: McCullar, Denise D - McAlester, OK
Cc: George Estrada
Subject: RE: 911 address

Denise,

I drove by the residence just east of 1400 E Pierce in McAlester. This structure is a Davis building and is not allowed as living quarters inside city limits. George Estrada, Codes Department, has been to this location and informed the property owner the building can not be inside the city limits as a residence.

For this reason, I will not provide an address for this structure.

I will get the other addresses to you.

Shawn

From: McCullar, Denise D - McAlester, OK [Denise.D.Mccullar@usps.gov]
Sent: Tuesday, November 08, 2016 9:41 AM
To: Shawn Smith
Subject: 911 address

Can you give me the addresses for the new homes in the green meadow area they are the ones that have just recently been built?

Also we have a customer 1400 E. Pierce that has a dwelling behind it someone is leaving in and wants to put up another box to receive mail there.

Thanks
Denise



WAGNER & LYNCH P.L.L.C.

Brecken A. Wagner ♦ **Blake E. Lynch**

McAlester
109 East Washington Ave. ♦ McAlester, OK 74501
Phone: 918-421-8843 ♦ Fax: 918-421-8853

Wilburton
P.O. Box 310 ♦ Wilburton, OK 74578
Phone: 918-465-5544 ♦ Fax: 918-465-5577

November 14, 2016

City of McAlester
Community & Economic Development
Attention: George Estrada
1st & Washington
PO Box 578
McAlester, OK 74502



RE: Notice of Violation: Administrative Order Appeal

Dear Mr. George Estrada,

I have been retained by Mr. William R. Billy to handle his appeal of an administrative order demanding that he "Vacate resident in portable accessory structure not designated for dwelling. Accessory structure should be located on same lot incidental to a primary dwelling." The property in question is located at 1400 E Pierce Ave, McAlester, OK 74502. The Notice of Violation indicates, among other things, that my client can be fined \$500.00 plus court costs.

Allow this letter to serve as Mr. Billy's written appeal of said order. The fact is that Mr. Billy does not live in the structure in question, and the structure is not a dwelling for purposes of enforcing the ordinance(s) in question: Sec. 18-2 Building Deemed Nuisance and/or Sec 62-197(1) Single Family Dwelling and/or Sec. 18-51 Adopted, Portable accessory structure for IRC 2009 requirements for dwelling.

Further the Notice of Violation letter indicates that Mr. Billy was to appeal this order by November 12, 2016. November 12, 2016 was a Saturday and the City Clerk's office was not open for submission of the appeal.

Finally, Mr. William R. Billy lives solely off of Social Security Income in the amount of \$800.00 per month. If the \$500.00 fine were imposed as indicated in the Notice of Violation, Mr. Billy would not be able to afford to pay the fine.

Please contact me at your earliest convenience if you have any questions or additional information to provide or requests.

Sincerely,



WAGNER & LYNCH P.L.L.C.

Brecken A. Wagner ◊ **Blake E. Lynch**

McAlester

109 East Washington Ave. ◊ McAlester, OK 74501
Phone: 918-421-8843 ◊ Fax: 918-421-8853

Wilburton

P.O. Box 310 ◊ Wilburton, OK 74578
Phone: 918-465-5544 ◊ Fax: 918-465-5577

Jared A. Snedden
Attorney at Law

SWORN AFFIDAVIT OF LINDA S. WILLIS

COMES NOW, Linda S. Willis, and offers the following as his/her sworn statement and affidavit.

1. That I am Linda S. Willis, close friend and roommate with William R. Billy. We reside at 304 7th St, Pittsburg, OK 74560. To my knowledge, William R. Billy has never resided at 1400 E. Pierce Ave., McAlester, OK 74501, and there is no structure on the land at said address that William R. Billy has ever treated as his dwelling.


Linda S. Willis

Prepared by:

Jared A. Snedden OBA# 31713
Wagner & Lynch
109 E. Washington Avenue
McAlester, OK 74501
(918) 421-8843
(918) 421-8853 facsimile
Attorney for Defendant, Earnest Halliburton

VERIFICATION

State of Oklahoma)
County of Pittsburg) ss
)

Linda S. Willis, being first duly sworn upon oath, says: that he has read the above and foregoing and agrees to the same.


Linda S. Willis

Subscribed and sworn before me on this 14 day of November 14, 2016, by Linda S.

Willis.




Notary Public

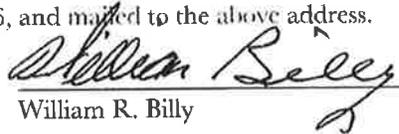
My Commission Number is: 07000942

My Commission Expires: 1/26/19

SWORN AFFIDAVIT OF WILLIAM R. BILLY

COMES NOW, William R. Billy, and offers the following as his sworn statement and affidavit.

1. That I, William R. Billy, do not and have never resided in the structure located at 1400 E Picree Ave., McAlester, OK 74501, referenced in the City of McAlester's Notice of Violation: Administrative Order, dated November 2, 2016, and mailed to the above address.


William R. Billy

Prepared by:

Jared A. Snedden OBA# 31713
Wagner & Lynch
109 E. Washington Avenue
McAlester, OK 74501
(918) 421-8843
(918) 421-8853 facsimile
Attorney for Defendant, Earnest Halliburton

VERIFICATION

State of Oklahoma)
) ss
County of Pittsburg)

William R. Billy, being first duly sworn upon oath, says: that he has read the above and foregoing and agrees to the same.

William R. Billy
William R. Billy

Subscribed and sworn before me on this 14 day of November 14, 2016, by William R.

Billy.



Tonya Turner
Notary Public

My Commission Number is: 07000242

My Commission Expires: 1/26/19



City of McAlester

Community & Economic Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

NOTICE OF VIOLATION Administrative Order

Idabell Fry

%William R. Billy

1400 E Pierce Ave

McAlester OK 74501

Date: November 2, 2016

Block: 60

Lot: 1

An inspection of your property at **1400 E Pierce Avenue** shows that you are in direct violation of the Code of Ordinances of the City of McAlester, **Sec. 18-2 Building Deemed Nuisance and/or Sec 62-197(1) Single family dwelling and/or Sec. 18-51 Adopted, Portable accessory structure does not meet the design for IRC 2009 requirements for dwelling.**

It has been determined that conditions on your property are detrimental to the health, benefit or welfare of the citizens of the City of McAlester and/or the neighborhood.

Remedy for Compliance: Vacate resident in portable accessory structure not designated for dwelling.
Accessory structure should be located on same lot incidental to a primary dwelling.

This violation must be corrected within ten (10) days, or by **November 12, 2016**. If you have not complied, the City has the option of: (1) causing the work to be performed and billing you for the actual costs, plus an administrative fee of \$100, or (2) asking the court to fine you up to \$500 plus court costs per violation. Such appeal shall be taken by filing written notice of appeal with the City Clerk within ten days after the date of this administrative order. If you have any questions regarding this notice, call (918) 423-9300 ext-4985.

Sincerely,

George Estrada
Building Inspector

Leroy Alsup - Director
(918) 423-9300 ext.4951

James Schulz - Codes Enforcement
(918) 423-9300 ext 4986

Kirk Ridenour - Economic Development Manager
(918) 423-9300 ext 4982

George Estrada - Building Inspector
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Jayme Clifton - Executive Asst./Planning Tech
(918) 423-9300 ext. 4984

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>December 13, 2016</u>	Item Number:	<u>6</u>
Department:	<u>Community & Economic Development</u>	Account Code:	<u></u>
Prepared By:	<u>Leroy Alsup, Director</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>December 2, 2016</u>	Exhibits:	<u>12</u>

Subject

Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for all of Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District.

Recommendation

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District and authorizing the Mayor to sign the ordinance.

Discussion

The applicant is requesting a zoning change for the subject property from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District. The McAlester Planning and Zoning Commission met on November 15, 2016 and voted (7 Yes to 0 No) to recommend that the applicant's rezoning request be approved as presented.

The R-2 two-family dwelling (duplex) district zoning is not markedly or substantially different in intensity or use from the existing R-1B single-family residential district zoning in the surrounding area. 2. Approval of the applicant's request to rezone the property at 2008 N 4th Street to the R-2 two-family dwelling (duplex) zoning district would not be detrimental to the surrounding area. The infill development of this property with a single-family or a two-family (duplex) residential dwelling would be a public benefit in lieu of the property remaining a vacant lot in the future.

The following documents are attached for your reference:

1. Draft Minutes of the November 15, 2016 Planning Commission Meeting
2. Draft Ordinance
3. Planning and Zoning Staff Report
4. Rezoning Request Application
5. Plat of Survey
6. Geneva Duplex-Floorplan Illustration
7. Existing Geneva Duplex at 907-909 N 5th (Corner of 5th and Harrison)
8. Abstractor's Certificate
9. Area Zoning & Site Location Map
10. Notice to Property Owners within 300 feet
11. Proof of Publication of Notice in Newspaper
12. Picture of Sign Posted on Property

Approved By

Initial

Date

Department Head

L. Alsup

LA

12/02/2016

City Manager

P. Stasiak

PJS

12-7-16

McAlester Planning Commission Minutes
Tuesday, November 15, 2016 Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1 Call to Order and Roll Call

Chairman Mark Emmons called the meeting to order at 6:31 P.M. Roll was called and a quorum was present.

Commissioners Present: 7

Steve Cox	Mark Emmons	Justin Few	Carl Gullick
Susan Kanard	Primus Moore	Frank Phillips	

Commissioners Absent: 4

Tony Korp	Karl Scifres	Karen Stobaugh	Chris Taylor
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Item 2 Approval of the Minutes from October 18, 2016

A motion made by Commissioner Cox was seconded by Commissioner Moore to approve the October 18, 2016 Regular Meeting Minutes. The vote was taken.

The vote was 7-0

AYE: Moore, Cox, Phillips, Few, Gullick, Kanard, Emmons

NAY: None

The motion carried.

GENERAL BUSINESS:

Item 3 Public Hearing: Discussion and action on U.P. #058, a "Use Permitted After Review" application filed for the following described property in the Wade Watts Corridor Development:

LEGAL: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

LOCATION: 1214 E Wade Watts Avenue, McAlester, Oklahoma

PROPOSED USE: Carpet and Flooring Sales

Chairman Emmons opened the item for discussion at 6:32 PM. Leroy Alsup, Director of the Community and Economic Development Department, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference.

Mr. Alsup reported that the subject property at 1214 E Wade Watts Avenue is within the Wade Watts Corridor Development. Even though the underlying zoning of this particular parcel remains R-1B single-family residential district, under the Wade Watts Corridor regulations specific commercial uses such as "Carpet and floor covering sales, retail" as delineated in Section 62-213, as amended by the City Council on November 8, 2016, may be approved through the "Use Permitted After Review" process for those lots within the Corridor that remained zoned R-1B.

Alsop said that it should be noted that while not part of the formal "Use Permitted After Review" application, the applicant intends to utilize the West Half of vacated 13th Street lying adjacent to Lot 8 in Block 455 as a driveway to serve the proposed Carpet and Flooring Store. As indicated by a picture of the Papa John's semi-truck delivery, there are other commercial/retail properties in this mixed use area of the community that utilize residential streets for delivery and/or access.

The City Community and Economic Development Staff recommended the approval of the applicant's request for "Use Permitted After Review" for a store offering carpet and flooring sales at 1214 E Wade Watts Avenue. The development of the will be required to follow the area regulations and screening requirements set forth for the Section 62-213 Wade Watts Corridor Development.

Mr. Alsop introduced Andrew Scherman, the architect over the project, and indicated he was available to answer questions. Chairman Emmons asked if anyone in the audience wished to speak for or against the Use Permitted After Review" application. No one came forward to speak. Commissioner Cox expressed approval of the plans other than his concerns about commercial traffic in the area of Delaware Avenue and the possibility of usual store traffic utilizing the driveway rather than it being used exclusively by delivery trucks. Chairman Emmons reminded the commission the planned drive was previously a platted street, the development was located in a transition area, and the option presented perhaps provided a better route for the few deliveries per week. Commissioner Cox requested clarification from Mr. Scherman about the driveway and the required buffer between residential and commercial. Mr. Scherman stated there would be 3-5 deliveries per week by predominately box trucks rather than semi-trucks and the driveway was to prevent delivery trucks from backing onto or from Wade Watts. He said he reviewed other options but the alley didn't appear to provide an adequate turn radius. Mr. Scherman also stated the required buffer would be a 6 foot fence much like that at the strip mall to the east. Commissioner Few stated that he felt 14th already carried a large amount of traffic already. Commissioner Few then requested if any calls or letters were received. Mr. Alsop responded that none were received expressing any concerns about the application. Commissioner Cox inquired if the development was a new business or an existing business. Mr. Alsop responded that it was for an existing business wishing to relocate. Chairman Emmons added the existing business was on Main Street and East Wyandotte.

Chairman Emmons closed the public hearing at 6:47 PM and asked if there was any other discussion from the Commission. He then called for a motion. A motion was made by Commissioner Gullick to approve the "Use Permitted After Review" for carpet and flooring sales. The motion was seconded by Commissioner Moore. Chairman Emmons called for roll was called.

The vote was 7-0

AYE: Moore, Cox, Phillips, Few, Gullick, Kanard, Emmons

NAY: None

The motion carried.

Item 4 Public Hearing: Discussion and action on P. C. #409, a request to rezone the property described below from R-1B Single-family Residential District to R-2 Two-family Dwelling (Duplex) District.

LEGAL: Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma

LOCATION: 2008 N 4th Street, McAlester, Oklahoma

Chairman Emmons opened the public hearing at 6:49 PM. Leroy Alsup presented a staff report to the Commission and it is hereby incorporated in the minutes by reference.

It was staff's opinion that the R-2 two-family dwelling (duplex) district zoning is not markedly or substantially different in intensity or use from the existing R-1B single-family residential district zoning in the surrounding area. That approval of the applicant's request to rezone the property at 2008 N 4th Street to the R-2 two-family dwelling (duplex) zoning district would not be detrimental to the surrounding area and that the infill development of this property with a single-family or a two-family (duplex) residential dwelling would be a public benefit in lieu of the property remaining a vacant lot in the future.

The City Community and Economic Development Staff recommended the approval of the applicants request to rezone the property described herein from R-1B single-family residential district to R-2 two-family dwelling (duplex) district.

Chairman Emmons asked if anyone in the audience wished to speak for or against the application to rezone. Conny and Lois Geneva, the applicants, came forward and provided images of the intended development that also included a floor plan. Mr. Geneva went on to say that it was similar to the duplex he and his wife built in 2008 at North 5th Street and East Harrison Avenue that were 990 square foot units with carports on each side. Commissioner Phillips asked if the structure would face 4th Street. Mr. Geneva answered that it would. Chairman Emmons asked if anyone else wished to speak for or against the ordinance amendment. No one else came forward.

Chairman Emmons closed the public hearing at 6:56 PM and called for a motion. A motion made by Commissioner Few to rezone the property from R1-B Single-family Residential District to R-2 Two-family Dwelling Duplex District was seconded by Commissioner Kanard. Chairman Emmons asked if the Commission had any further comments. No other comments were made, and roll was called.

The vote was 7-0

AYE: Cox, Phillips, Few, Gullick, Kanard, Moore, Emmons

NAY: None

The motion carried.

Item 5 New Business

There was no new business.

Item 6 Staff Report

There was nothing for Staff to report.

Item 7 Commission Report

There was nothing reported by the Commission.

Item 8 Adjournment

A motion made by Commissioner Gullick was seconded by Commissioner Moore to adjourn the meeting at 6:59 PM. There was no objection. The motion carried.

The vote was 7-0

AYE: Phillips, Few, Gullick, Kanard, Moore, Cox, Emmons

NAY: None

The motion carried.

Approved:

Planning Commission Chairman

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR ALL OF LOT 4, BLOCK 213, IN THE CITY OF MCALESTER, NOW KNOWN AS NORTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.

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

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

Changing the classification of the zoning district for all of Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____ 2016.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By _____
John Browne, Mayor

Cora Middleton, City Clerk

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

By _____
William J. Ervin, City Attorney

Area of Request Map with Area Zoning Shown
Notice to Property Owners within 300 feet
Proof of Publication of Notice in Newspaper
Picture of Sign Posted on Property
Sec 62-197- R-1B Single-Family Residential District Regulations
Sec 62-199- R-2 Two-Family Dwelling (Duplex) District Regulations

Background Information:

Sec. 62-197. R-1B single-family residential district.

- (a) *General description.* The R-1B single-family residential district is established as a district in which the use of land is for single-family dwellings, yet providing for a somewhat higher density with basic restrictions similar to the R-1A single family residential district. The development and continued use of this land for residential dwellings is encouraged and the encroachment of commercial and industrial use or any other use which would substantially interfere with the development of or continuation of this district as residential is prohibited. Any use which would generate traffic or create congestion on neighborhood streets other than normal traffic which serves the residences on the street is discouraged. Encouraged are those uses, which, because of character or size would not create additional requirements and costs for public services, which are in excess of such requirements and costs if the district were developed solely for residential dwellings.
- (b) *Uses permitted.*
- (1) Single-family dwellings.
 - (2) Public parks or playgrounds.
 - (3) Accessory buildings, including private garages, and uses customarily incidental to the primary use.
 - (4) Elementary, junior or senior high school; or other schools, provided they have major street frontage as shown on the major street plan.
 - (5) Home occupations, as defined and regulated by this article.
 - (6) Church, provided it has major street frontage as shown on the major street plan, and meets the minimum lot a

Sec. 62-199. R-2 two-family dwelling (duplex) district.

- (a) *General description.* This is a residential district to provide for a slightly higher population density, but with basic restrictions similar to the R-1A and R-1B districts. The principal use of land is for single-family and two family dwellings and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by

providing for adequate light, air and open space for dwellings and related facilities and through the consideration of the proper functional relationship and arrangement of each element.

(b) *Uses permitted.*

- (1) Single-family dwellings.
- (2) Two-family (duplex) residential dwellings.
- (3) Public parks or playgrounds.
- (4) Accessory buildings, including private garages, and uses customarily incidental to the primary use.
- (5) Elementary, junior or senior high school; or other schools offering general education courses as generally offered in public schools, provided they have major street frontage as shown on the major street plan.
- (6) Home occupations, as defined and regulated by this article.
- (7) Church, provided it has major street frontage as shown on the major street plan, and meets the minimum lot area

(d) *Area regulations.*

- (1) *Minimum lot area and use intensity:* The following requirements shall apply:
 - a. For each single-family dwelling and accessory building, there shall be a lot area of no less than 6,000 square feet.
 - b. For each two-family dwelling (duplex) and accessory building, there shall be a lot area of no less than 8,000 square feet.

FOOTNOTE: The Zoning Ordinance does not designate a minimum lot area for rezoning to an R-2 two-family dwelling (duplex) district.

SPOT ZONING

Spot Zoning involves several factors, it is not simply defined as rezoning a small parcel of land. Sometimes there is a reasonable basis for rezoning a relatively small parcel of land.

Spot Zoning is better defined as arbitrary zoning or rezoning a small tract of land: (1) for a land use that is markedly or substantially different in intensity or use from the zoned land use in the surrounding area; (2) which provides the property owner seeking the rezoning with a private benefit not off-set by a public benefit, or even a private benefit that is detrimental to the surrounding area; and (3) is inconsistent or out of harmony with the community's comprehensive plan.

Staff Analysis:

1. The R-2 two-family dwelling (duplex) district zoning is not markedly or substantially different in intensity or use from the existing R-1B single-family residential district zoning in the surrounding area.

The R-2 Zoning District is a residential district to provide for a slightly higher population density, but with basic restrictions similar to the R-1A and R-1B districts. The principal use of land is for single-family and two family dwellings and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment.

2. Approval of the applicant’s request to rezone the property at 2008 N 4th Street to the R-2 two-family dwelling (duplex) zoning district would not be detrimental to the surrounding area. The infill development of this property with a single-family or a two-family (duplex) residential dwelling would be a public benefit in lieu of the property remaining a vacant lot in the future.

The city’s comprehensive plan is quite dated and probably out of sync to some degree with today’s development concepts for the community. To encourage the growth of the community’s population base, the city needs additional rooftops. Appropriate infill development on vacant lots in existing subdivisions is in harmony with today’s development concepts and good for the community

Staff Recommendation:

The City Community and Economic Development Staff recommend the approval of the applicants request to rezone the property described herein from R-1B single-family residential district to R-2 two-family dwelling (duplex) district.

Appeal Language if Rezoning Request Not Approved by Planning Commission

Sec. 62-129 (g) If the planning commission fails to set up a petition for amendment for public hearing within 30 days after its proper filing with the planning commission at a regular scheduled meeting; or if after public hearing, the planning commission fails to recommend that this article be amended in accordance with such petition for amendment, such failure shall be deemed the final determination and decision of the planning commission. The final determination of the planning commission may be appealed to the city council provided a written request for a hearing before the city council is served on the chairman of the planning commission within 15 days after the final determination of the planning commission.

FOR OFFICE USE ONLY

Community & Economic
Development Department

OCT 19 2016
Received

- CITY OF McALESTER, OKLAHOMA -

APPLICATION FOR ZONING, REDISTRICTING
AND PERMISSIVE USE

DATE 10/19/16 APPLICATION NUMBER Pc # 409

A filing fee of \$ 105.00 has been paid.

PROCEDURE

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

LEGAL DESCRIPTION: Lot 4, Block 213, north McAlester

LOCATION OR ADDRESS OF PROPERTY: 2008 N. 4th ST. McAlester, OK
74501

THE PROPERTY REQUESTED TO BE REZONED IS OWNED BY:

<u>NAME</u>	<u>ADDRESS</u>
A. <u>Conny Geneva</u>	<u>2359 Krebs 4k Rd, McAlester, OK</u>
B. <u>Lisa Geneva</u>	<u>" "</u>
C. _____	_____
D. _____	_____

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

FROM: ^{R-1B} Single Dwelling TO: ^{R-2} Duplex, 2 units
families

FRONTAGE IN FEET:	DEPTH IN FEET:	TOTAL SQUARE FEET:
<u>140 ft.</u>	<u>100 ft.</u>	<u>14,000</u>

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

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

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

Carly Hensen 2359 Kings St Rd Marshfield 918-424-7744
918-426-7628
H

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

PROPOSED USE TO BE: Duplex

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

	Existing Structures	Proposed Structures
a. Front Yard Set-Back	_____ ft.	<u>25</u> ft.
b. Side Yard Set-Back	_____ ft.	<u>15</u> ft.
c. Rear Yard Set-Back	_____ ft.	<u>20</u> ft.
d. Building Height	_____ ft.	_____ ft.
e. Number Off-Street Parking Spaces	<u>4</u>	_____
f. Type of Parking Surface	<u>CONCRETE</u>	_____
g. Percent of Lot area Covered	_____	_____

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

a. Street Name _____ Easement Width _____
 Surface Width _____ Surface Type _____

b. Storm Sewer Size _____ c. Sanitary Sewer Size _____

d. Water Main Size _____ e. Septic System _____

PLAT OF SURVEY

FOR: LOIS AND CONNY GENEVA
4TH AND ELECTRIC
McALESTER, OK 74501

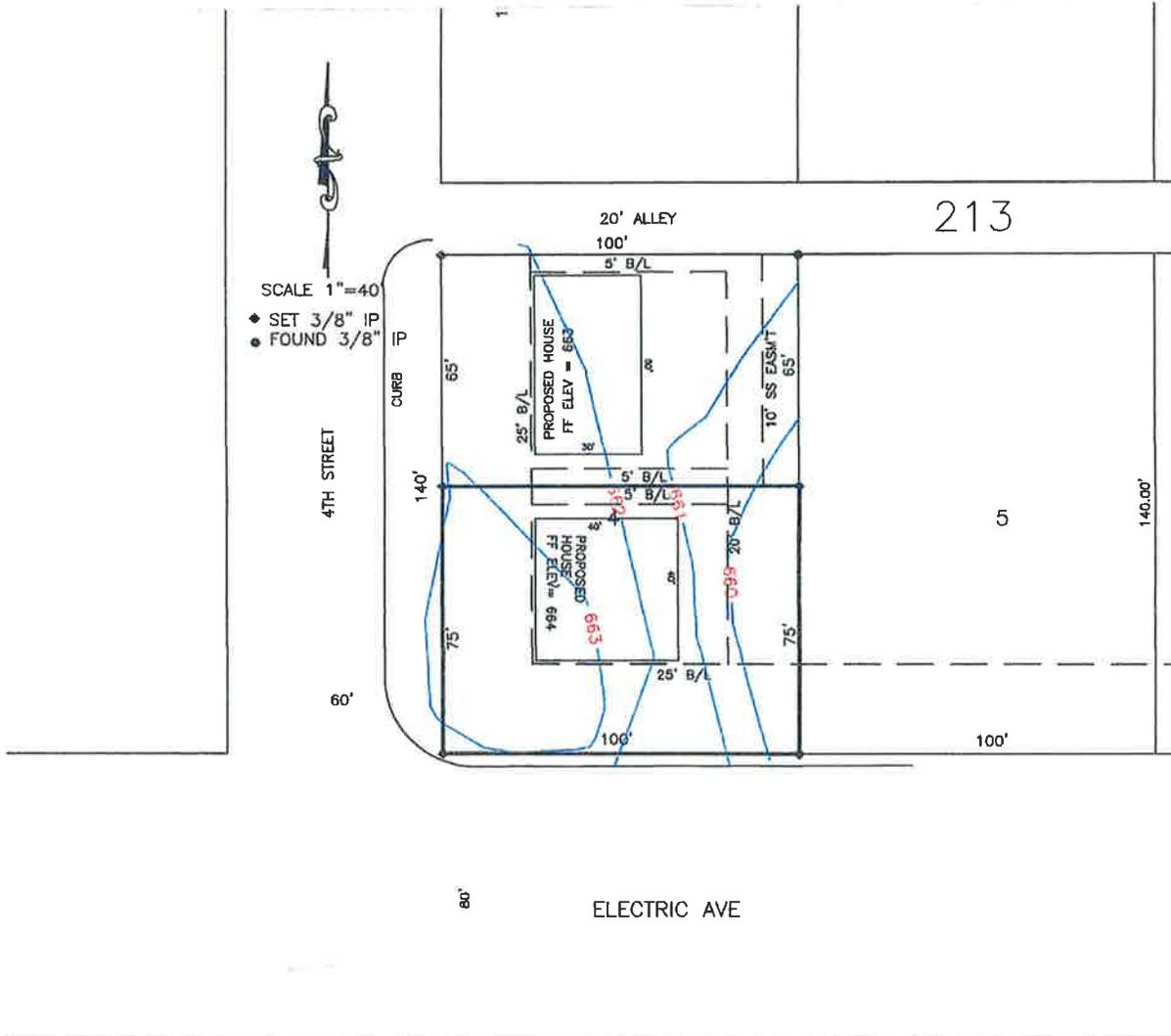
DATE: March 4, 2015

BASIS OF NORTH: PLAT

Community & Economic
Development Department

OCT 19 2016

Received



LEGAL DESCRIPTION AS PROVIDED

THE SOUTHERLY 75 FEET OF LOT 4, BLOCK 213, IN THE CITY OF McALESTER, IN THAT PART NOW KNOWN AND DESIGNATED AS NORTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA.

MILLIGAN LAND SURVEYING PLLC.
C.A. 5298 (PLS) exp 06/30/2015
216 PEACEABLE RIDGE, McALESTER, OK 74501
Cell 918-429-5999 Fax 918-423-7761

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

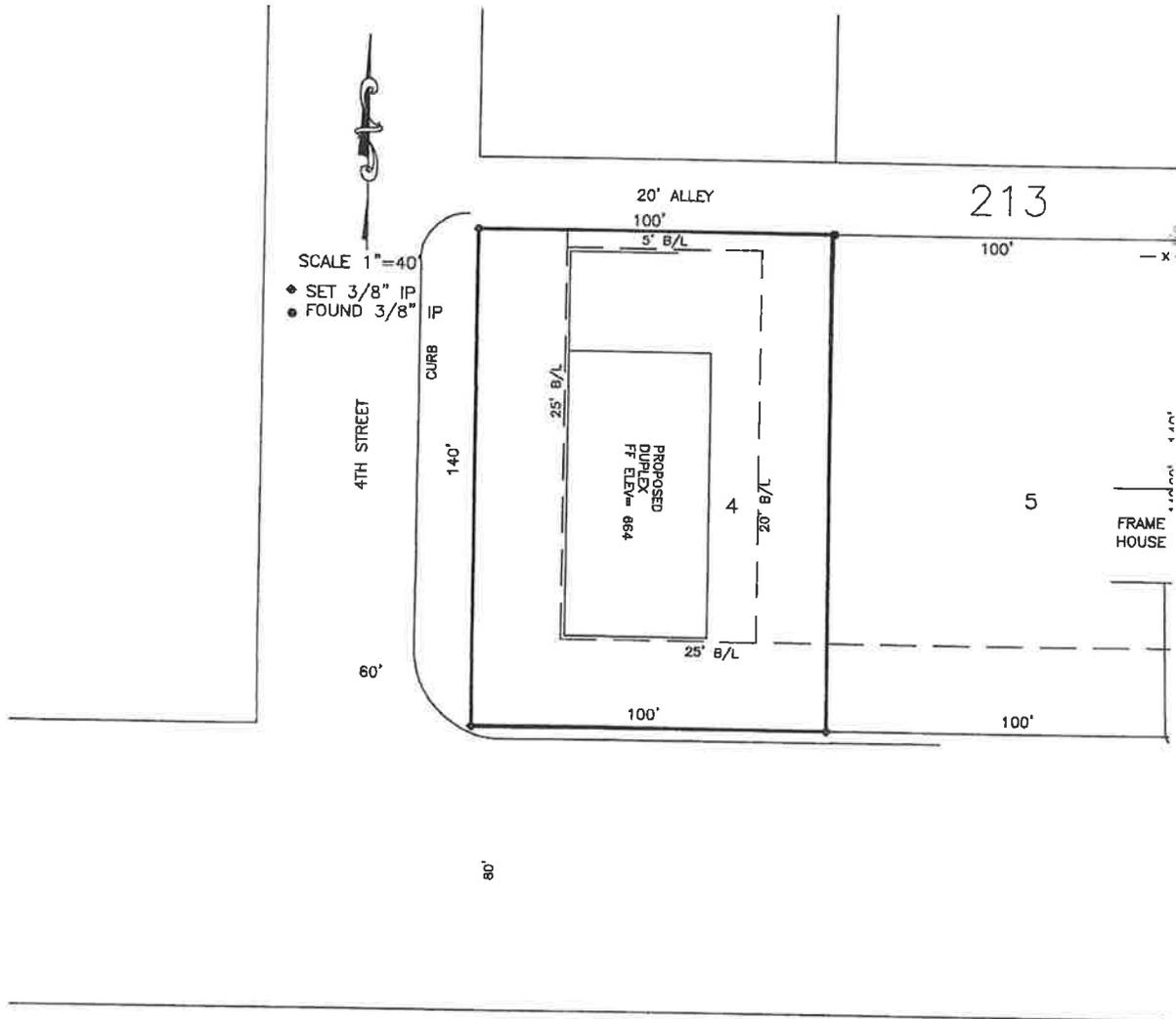

WILL MILLIGAN, LS # 1661

PLAT OF SURVEY

FOR: LOIS AND CONNY GENEVA
4TH AND ELECTRIC
McALESTER, OK 74501

BASIS OF NORTH: PLAT

DATE: March 4, 2015



LEGAL DESCRIPTION AS PROVIDED
LOT 4, BLOCK 213, IN THE CITY OF McALESTER, IN THAT PART NOW KNOWN AND DESIGNATED AS
NORTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA.

MILLIGAN LAND SURVEYING PLLC.
C.A. 5298 (PLS) exp 06/30/2015
216 PEACEABLE RIDGE, McALESTER, OK 74501
Cell 918-429-5999 Fax 918-423-7761

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

W.M. 4/4/2015
WILL MILLIGAN, LS # 1661 Revised 11/3/2016



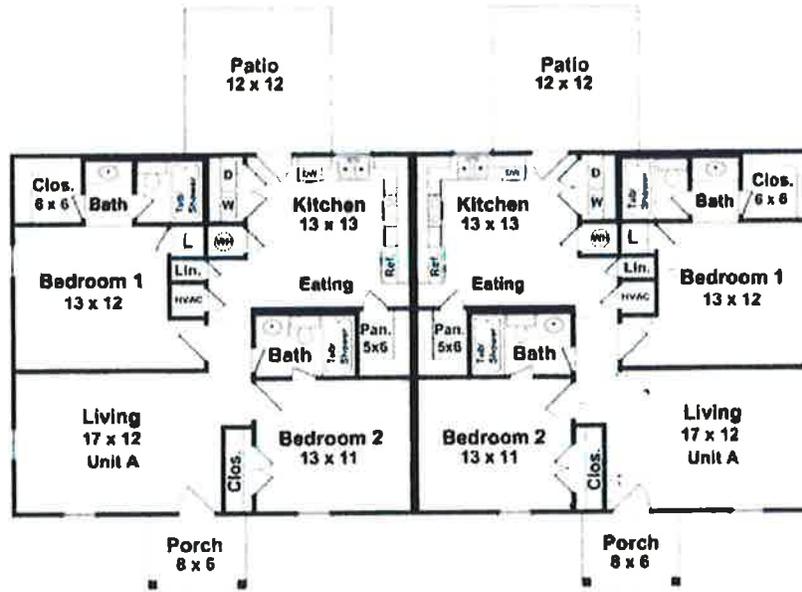
Plan Number 59208 | Order Code: 00WEB
FamilyHomePlans.com
U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526
[Click Here to Mirror Reverse Plan](#)



- Plan Number: 59208**
- 1980 Total Living Area
 - 990 Main Level
 - 4 Bedrooms
 - 4 Full Bath(s)
 - 66' Wide x 36' Deep
- Available Foundation Types:**
- Crawlspace
 - Slab
- Order Code: 00WEB**
- 1 Set: \$880.00
 - 5 Sets: \$920.00
 - Reproducible Set: \$1,085.00
 - PDF File: \$1,020.00
 - CAD File: \$1,525.00
 - Materials List: \$130.00
 - Right Reading (True) Reverse: \$150.00
- All sets will be Readable Reverse copies. Turn around time is usually 3 to 5 business days
- Additional Sets: \$60.00

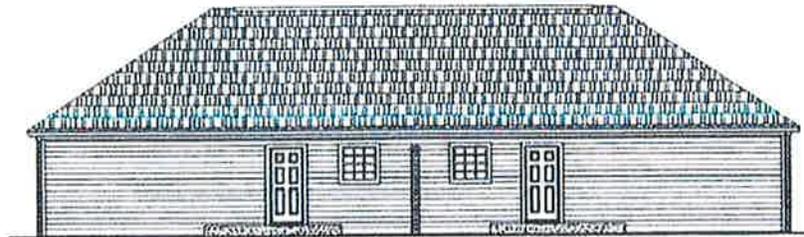


Plan Number 59208 | Order Code 00WEB | Front Elevation
FamilyHomePlans.com
U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526
[Click Here to Mirror Reverse](#)



Plan Number 59208 | Order Code 00WEB | First Floor Plan
 FamilyHomePlans.com
 U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526
[Click Here to Mirror Reverse](#)

24-x 6 ft



Plan Number 59208 | Order Code 00WEB | Rear Elevation
 FamilyHomePlans.com
 U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526
[Click Here to Mirror Reverse](#)

Plan Number 59208 Specifications:

- Total Living Area: 1980
- Main Living Area: 990
- Garage Type: None
- House Width: 66'
- House Depth: 36'
- Number of Stories: 1
- Bedrooms: 4
- Full Baths: 4
- Max Ridge Height: 19'3"
- Primary Roof Pitch: 8:12
- Roof Framing: Unknown
- Porch: 96 sq ft
- 1st Floor Master: Yes
- Main Ceiling Height: 8'

Available Foundation Types:

- Crawlspace
- Slab

Plan Number 59208 Plan Pricing:

- 1 Set: \$860.00 **
- 5 Sets: \$920.00
- Reproducible Set: \$1,085.00
- PDF File: \$1,020.00
- CAD File: \$1,525.00
- Materials List: \$130.00
- Right Reading (True) Reverse: \$150.00
All sets will be Readable Reverse copies. Turn around time is usually 3 to 5 business days
- Additional Sets: \$60.00

** 1 Set order does not include a License-To-Build. For bidding purposes only. Customer can upgrade order within 90 days.

Plan Number 59208 | Order Code 00WEB | Specifications and Pricing
 FamilyHomePlans.com
 U.S. customers call 1-800-482-0464 | Canadian customers call 1-800-361-7526

Receive a FREE modification estimate:

Plan modification is a way of turning a stock plan into your unique custom plan. It's still just a small fraction of the price you would pay to create a home plan from scratch. We at Familyhomeplans.com believe that modification estimates should be FREE!

We provide a modification service so that you can customize your new home plan to fit your budget and lifestyle.



11/17/20



11/17/20



11/17/20



11/17/20

PIONEER ABSTRACT COMPANY

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

Community & Economic
Development Department

OCT 19 2016

Received

CERTIFICATE

Lot 4, in Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma.

I, Jami Hatridge, of PIONEER ABSTRACT COMPANY of McAlester, Inc., Bonded and Licensed Abstractor, hereby certifies that the attached list constitutes all the names of all owners of record as shown by the current year's tax rolls in the Office of the County Treasurer of Pittsburg County and State of Oklahoma, of property abutting and within three hundred feet in any direction from the legal description shown above. All persons required to be notified by 11 O. S. Section 659.3 (1975) and all mailing addresses obtainable are indicated as required.

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

Dated this 14th day of October, 2016.



**JAMI HATRIDGE, Bonded Abstractor
PIONEER ABSTRACT COMPANY
Of McAlester, Inc.**

Subscribed and sworn to before me this 14th day of October, 2016.

My commission expires:

2-28-18
02003696


Notary Public

Order #8719-16 sc

RECORD OWNER**LEGAL DESCRIPTION OF PROPERTY**

Rick Allen Roberts
1216 East Osage
McAlester, Oklahoma 74501

The Westerly 83 feet of Lot 4, in Block 192, North McAlester.

Elva Perkins
415 East Morris
McAlester, Oklahoma 74501

The Easterly 17 feet of Lot 4 and the Westerly 82 feet of Lot 5, in Block 192, North McAlester.

Amanda M. Workman
419 East Morris
McAlester, Oklahoma 74501

The Easterly 18 feet of Lot 5 and All of Lot 6, in Block 192, North McAlester.

Julius C. Cook
P.O. Box 3082
Burlington, Vermont 05401

Lot 5, in Block 193, North McAlester.

Helen L. Lee
P.O. Box 657
Krebs, Oklahoma 74554

Lot 6, in Block 193, North McAlester.

Donna L. Taylor
38150 Fruitland Mesa Road
Crawford, Colorado 81415

Lot 1, in Block 212, North McAlester.

Kyle Karr
Ashton Karr
304 East Morris
McAlester, Oklahoma 74501

Lot 2 and the Easterly 25 feet of Lot 3, in Block 212, North McAlester.

Paul A. Gentry II
Cheryl E. Gentry
300 East Morris
McAlester, Oklahoma 74501

The Westerly 75 feet of Lot 3, in Block 212, North McAlester.

Paul A. Gentry II
Cheryl E. Gentry
300 East Morris
McAlester, Oklahoma 74501

The Westerly 85 feet of Lot 4, in Block 212, North McAlester.

Jonathan L. Hollingback
P.O. Box 1038
Krebs, Oklahoma 74554

The Easterly 15 feet of Lot 4 and the Westerly 50 feet of Lot 5, in Block 212, North McAlester.

Brian D. Smith
2001 North 4th Street
McAlester, Oklahoma 74501

The Easterly 50 feet of Lot 5 and All of Lot 6, in Block 212, North McAlester.

Janice M. Twist
Kevin P. Twist
1389 East Hereford Lane
McAlester, Oklahoma 74501

Lot 1, in Block 213, North McAlester.

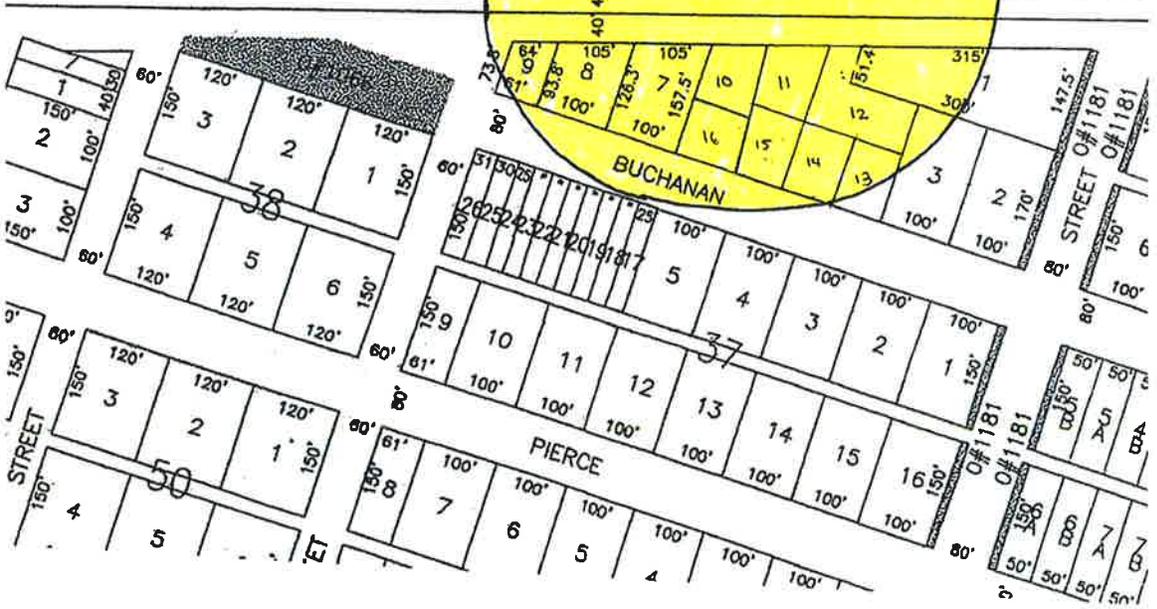
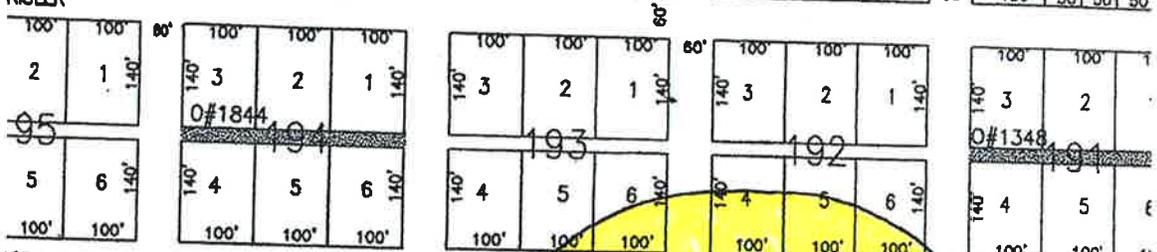
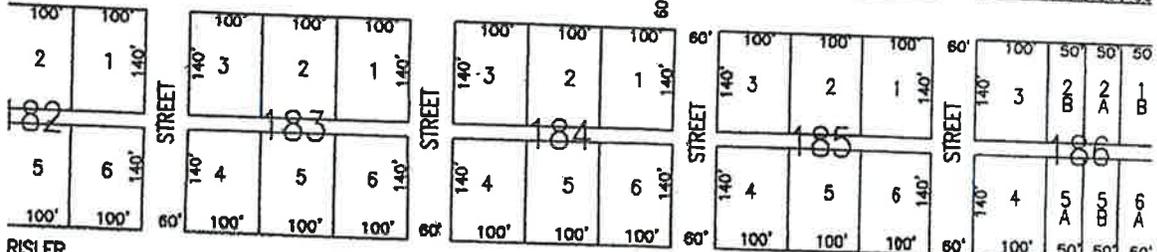
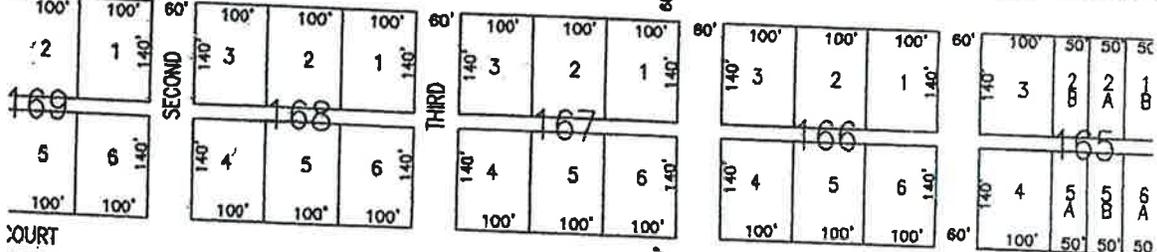
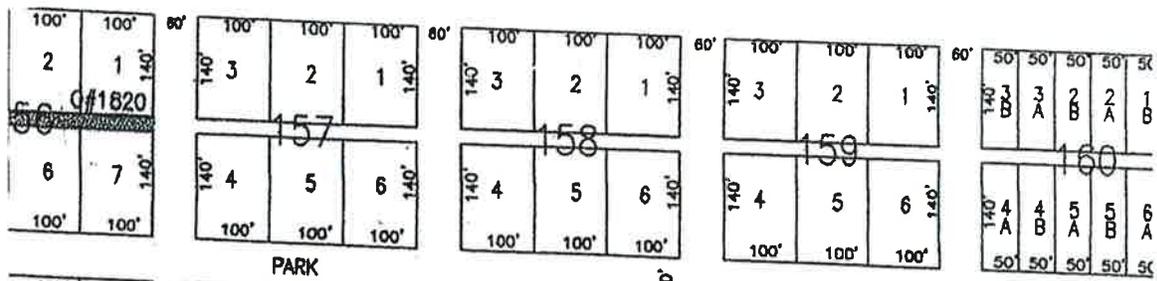
Bobby W. Chumley
Donald Chumley
404 East Morris
McAlester, Oklahoma 74501

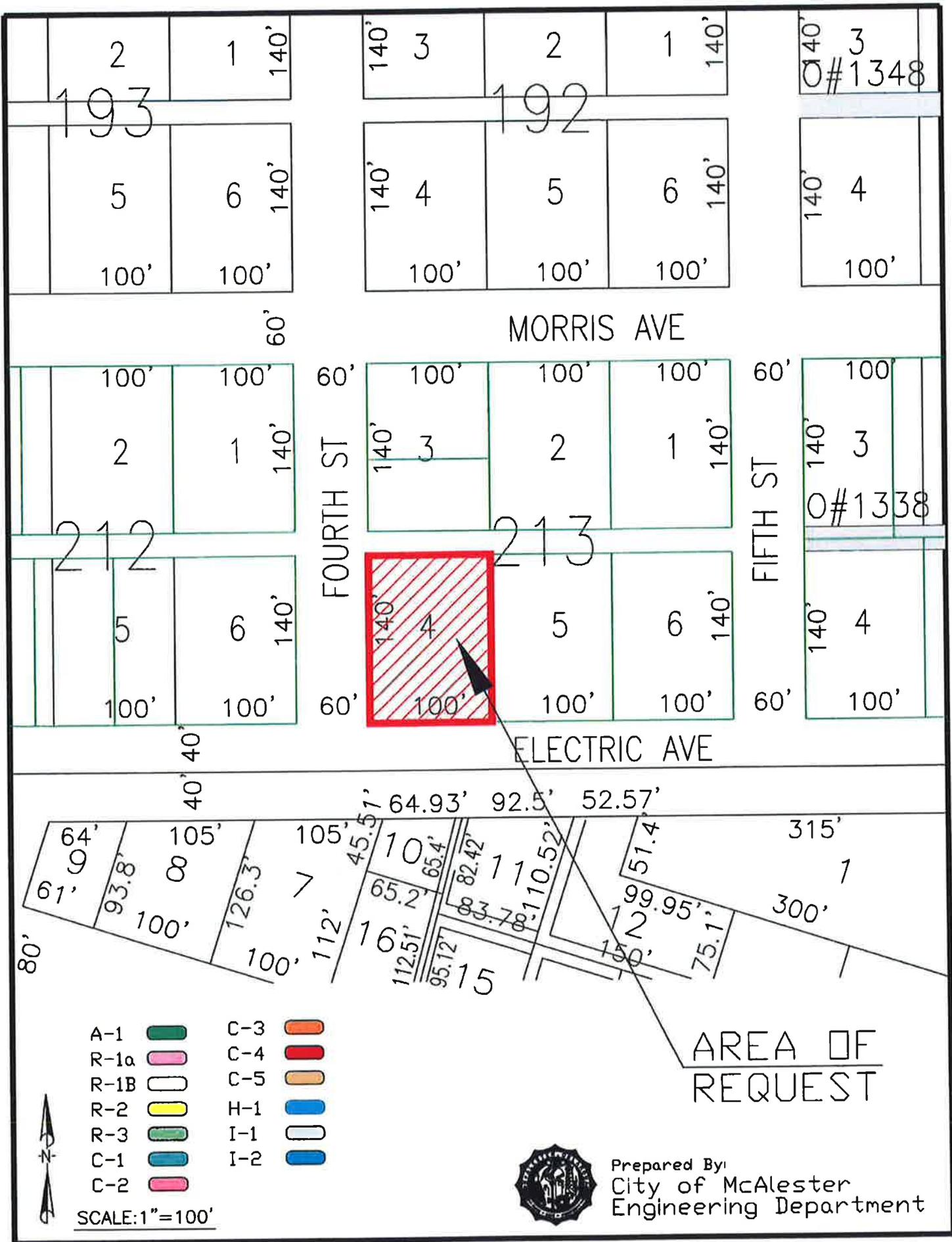
Lot 2, in Block 213, North McAlester.

Rick Battiest
2016 North 4th Street
McAlester, Oklahoma 74501

The Northerly 80 feet of Lot 3, in Block 213, North McAlester.

Ricky N. Battiest 2016 North 4 th Street McAlester, Oklahoma 74501	The Southerly 60 feet of Lot 3, in Block 213, North McAlester.
Lois H. Geneva Conny L. Geneva 2359 Krebs Lake Road McAlester, Oklahoma 74501	Lot 4, in Block 213, North McAlester.
Chance B. Wagoner 405 East Electric McAlester, Oklahoma 74501	Lot 5, in Block 213, North McAlester.
Pittsburg County Habitat for Humanity Inc. 1558 South Main Street McAlester, Oklahoma 74501	Lot 6, in Block 213, North McAlester.
Steve Brannick Rodena Brannick P.O. Box 3554 McAlester, Oklahoma 74502	The Westerly 75 feet of Lot 3, in Block 214, North McAlester.
Jared Holbird Tiffany Trimble 718 West Monroe McAlester, Oklahoma 74501	Lot 4, in Block 214, North McAlester.
Lawanda Iseman 1605 North 5 th Street McAlester, Oklahoma 74501	Lot 1, in Block 19, South McAlester.
Jacob Noel 413 East Buchanan McAlester, Oklahoma 74501	Lot 3, in Block 19, South McAlester.
William M. Derichsweiler Valeria Derichsweiler 220 South 7 th Street McAlester, Oklahoma 74501	Lots 7 and 8, in Block 19, South McAlester.
Kenneth C. Harris P.O. Box 211 Red Oak, Oklahoma 74563	Lot 9, in Block 19, South McAlester.
HPH Investors LP 8580 County Road 167 McKinney, Texas 75071	Lots 10, 11, 12, 13, 14, 15 and 16, in Block 19 (formerly Lots 4, 5 and 6, in Block 19), North McAlester.
City of McAlester McAlester, Oklahoma	Easements, Alleys, Public Ways.
Pittsburg County Board of County Commissioners	Easements, Alleys, Public Ways.





193

192

212

213

O#1348

O#1338

AREA OF REQUEST

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

SCALE: 1"=100'



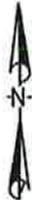
Prepared By:
City of McAlester
Engineering Department



N 4th St

E Electric Ave

SITE
LOCATION



SCALE: 1" = 100'



Prepared By:
City of McAlester
Engineering Department



City of McAlester
Community & Economic Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

October 28, 2016

RE: P.C. Case #409

Dear Property Owner:

An application requesting the rezoning of the following described property from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District has been filed with the Community and Economic Development Department of the City of McAlester:

LOCATION: 2008 N 4th Street, McAlester, Oklahoma

LEGAL: Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, November 15, 2016 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written responses should be received by Tuesday, November 8, 2016.

Please be advised that if the Tuesday, November 15, 2016 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the November 15, 2016 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the November 15th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, December 20, 2016 McAlester Planning Commission meeting at 6:30 p.m.

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

Sincerely,

Jayme Clifton
Planning Technician

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

cc: John Browne, Mayor
Buddy Garvin, Fifth Ward Councilman
Mark Emmons, Planning Commission Chairman

Leroy Alsup- Director
(918) 423-9300 ext 4951

Kirk Ridenour- Economic Development Manager
(918) 423-9300 ext 4982

Jayme Clifton - Executive Asst./Planning Tech
(918) 423-9300 ext. 4984

James Schulz - Codes Enforcement
(918) 423-9300 ext. 4986

George Estrada- Building Inspector
(918) 423-9300 ext. 4985

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

PROOF OF PUBLICATION

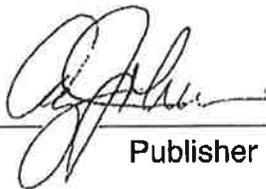
McAlester News-Capital
500 S. Second, McAlester, OK 74501 • 918-423-1700

I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:
That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

- 1st insertion.....October 30th,.....2016
- 2nd Insertion.....2016
- 3rd Insertion.....2016
- 4th Insertion.....2016
- 5th Insertion.....2016

That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that is has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee..... \$ 39.45



Publisher

SUBSCRIBED and sworn to before me this

31st day of October, 2016.



Notary Public



#00002414
My Commission expires: 03/23/20

(Published in the McAlester News-Capital on October 30th, 2016.)
CITY OF McALESTER
NOTICE OF HEARING ON REZONING
 NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, November 15, 2016 at 6:30 p.m. concerning a rezoning application filed for the following described property:
LOCATION: 2008 N 4th Street, McAlester, Oklahoma
LEGAL: Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma
PROPOSED CHANGE: From: R1-B Single-Family Residential District
 To: R-2 Two-Family Dwelling (Duplex) District
 Any person wishing to appear in support or opposition to the proposed rezoning may do so in the Council Chambers, Municipal Building, located at 28 E. Washington Avenue, McAlester, Oklahoma, at the above date and time.
FURTHER NOTICE IS HEREBY GIVEN to all property owners and residents of the City of McAlester, that if the Tuesday, November 15, 2016 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the November 15, 2016 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the November 15th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, December 20, 2016 McAlester Planning Commission meeting at 6:30 p.m.
 Date: 10/25/16
 Cora Middleton, City Clerk

Community & Economic
Development Department
NOV 04 2016
Received



RE-ZONING NOTICE
THIS PROPERTY IS THE SUBJECT
OF A RE-ZONING
REQUEST
Eric Meyer Maloy LLC
Sec 100.100.100.100
The City of Houston

10/28/2016



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>December 13, 2016</u>	Item Number:	<u>7</u>
Department:	<u>Community & Economic Development</u>	Account Code:	<u></u>
Prepared By:	<u>Leroy Alsup, Director</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>December 2, 2016</u>	Exhibits:	<u>13</u>

Subject

Consider and act upon, a "Use Permit After Review" in the "Wade Watts Corridor" for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales.

Recommendation

Motion to approve a "Use Permit After Review" in "Wade Watts Corridor" for the use of the property at 1214 E. Wade Watts Avenue as a store offering carpet and flooring sales and to authorize the Mayor to sign the "Use Permit after Review" approval form.

Discussion

Applicant: Mission Carpets & Floors
Bertin & Zenaida Suarez

Zoning District: R-1B Single Family Residential (Wade Watts Corridor)

Location: 1214 E Wade Watts Avenue, McAlester, Oklahoma

Legal Description: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma

Applicant is requesting "Use Permitted After Review" for a store offering carpet and flooring sales.

It should be noted that while not part of the formal "Use Permitted After Review" application, the applicant intends to utilize the West Half of vacated 13th Street lying adjacent to Lot 8 in Block 455 as a driveway to serve the proposed Carpet and Flooring Store. As indicated by the attached picture of the Papa John's semi-truck delivery, there are other commercial/retail properties in this mixed use area of the community that utilize residential streets for delivery and/or access.

The McAlester Planning and Zoning Commission met on November 15, 2015 and voted (7- Yes, 0- No) to recommend that the applicant's "Use Permitted After Review" request be approved.

The following documents are attached for your reference:

1. Draft Minutes of the November 15, 2016 Planning Commission Meeting
2. "Use Permitted After Review" Approval Form for the property at 1214 E. Wade Watts Avenue
3. Planning and Zoning Staff Report
4. Bertin & Zenaida Suarez "Use Permitted After Review" Application Form
5. Area Zoning & Site Location Map
6. Mission Carpet Civil Engineering Site Plans (11-11-16)
7. A200 10-12-16 Mission Carpet Floor Plan

8. A300 10-12-16 Mission Carpet Elevations
9. Notice to Property Owners within 300 feet
10. Proof of Publication of Notice in Newspaper
11. Picture of Sign Posted on Property
12. Wade Watts Corridor Development Map
13. Papa John's Semi Delivery Truck on 12th (10-25-2016)

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	12/02/2016
City Manager	P. Stasiak		12-7-16

McAlester Planning Commission Minutes
Tuesday, November 15, 2016 Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1 Call to Order and Roll Call

Chairman Mark Emmons called the meeting to order at 6:31 P.M. Roll was called and a quorum was present.

Commissioners Present: 7

Steve Cox	Mark Emmons	Justin Few	Carl Gullick
Susan Kanard	Primus Moore	Frank Phillips	

Commissioners Absent: 4

Tony Korp	Karl Scifres	Karen Stobaugh	Chris Taylor
-----------	--------------	----------------	--------------

Item 2 Approval of the Minutes from October 18, 2016

A motion made by Commissioner Cox was seconded by Commissioner Moore to approve the October 18, 2016 Regular Meeting Minutes. The vote was taken.

The vote was 7-0

AYE: Moore, Cox, Phillips, Few, Gullick, Kanard, Emmons

NAY: None

The motion carried.

GENERAL BUSINESS:

Item 3 Public Hearing: Discussion and action on U.P. #058, a "Use Permitted After Review" application filed for the following described property in the Wade Watts Corridor Development:

LEGAL: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

LOCATION: 1214 E Wade Watts Avenue, McAlester, Oklahoma

PROPOSED USE: Carpet and Flooring Sales

Chairman Emmons opened the item for discussion at 6:32 PM. Leroy Alsup, Director of the Community and Economic Development Department, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference.

Mr. Alsup reported that the subject property at 1214 E Wade Watts Avenue is within the Wade Watts Corridor Development. Even though the underlying zoning of this particular parcel remains R-1B single-family residential district, under the Wade Watts Corridor regulations specific commercial uses such as "Carpet and floor covering sales, retail" as delineated in Section 62-213, as amended by the City Council on November 8, 2016, may be approved through the "Use Permitted After Review" process for those lots within the Corridor that remained zoned R-1B.

Alsup said that it should be noted that while not part of the formal “Use Permitted After Review” application, the applicant intends to utilize the West Half of vacated 13th Street lying adjacent to Lot 8 in Block 455 as a driveway to serve the proposed Carpet and Flooring Store. As indicated by a picture of the Papa John’s semi-truck delivery, there are other commercial/retail properties in this mixed use area of the community that utilize residential streets for delivery and/or access.

The City Community and Economic Development Staff recommended the approval of the applicant’s request for "Use Permitted After Review" for a store offering carpet and flooring sales at 1214 E Wade Watts Avenue. The development of the will be required to follow the area regulations and screening requirements set forth for the Section 62-213 Wade Watts Corridor Development.

Mr. Alsup introduced Andrew Scherman, the architect over the project, and indicated he was available to answer questions. Chairman Emmons asked if anyone in the audience wished to speak for or against the Use Permitted After Review” application. No one came forward to speak. Commissioner Cox expressed approval of the plans other than his concerns about commercial traffic in the area of Delaware Avenue and the possibility of usual store traffic utilizing the driveway rather than it being used exclusively by delivery trucks. Chairman Emmons reminded the commission the planned drive was previously a platted street, the development was located in a transition area, and the option presented perhaps provided a better route for the few deliveries per week. Commissioner Cox requested clarification from Mr. Scherman about the driveway and the required buffer between residential and commercial. Mr. Scherman stated there would be 3-5 deliveries per week by predominately box trucks rather than semi-trucks and the driveway was to prevent delivery trucks from backing onto or from Wade Watts. He said he reviewed other options but the alley didn’t appear to provide an adequate turn radius. Mr. Scherman also stated the required buffer would be a 6 foot fence much like that at the strip mall to the east. Commissioner Few stated that he felt 14th already carried a large amount of traffic already. Commissioner Few then requested if any calls or letters were received. Mr. Alsup responded that none were received expressing any concerns about the application. Commissioner Cox inquired if the development was a new business or an existing business. Mr. Alsup responded that it was for an existing business wishing to relocate. Chairman Emmons added the existing business was on Main Street and East Wyandotte.

Chairman Emmons closed the public hearing at 6:47 PM and asked if there was any other discussion from the Commission. He then called for a motion. A motion was made by Commissioner Gullick to approve the “Use Permitted After Review” for carpet and flooring sales. The motion was seconded by Commissioner Moore. Chairman Emmons called for roll was called.

The vote was 7-0

AYE: Moore, Cox, Phillips, Few, Gullick, Kanard, Emmons

NAY: None

The motion carried.

Item 4 Public Hearing: Discussion and action on P. C. #409, a request to rezone the property described below from R-1B Single-family Residential District to R-2 Two-family Dwelling (Duplex) District.

LEGAL: Lot 4, Block 213, in the City of McAlester, now known as North McAlester, Pittsburg County, State of Oklahoma

LOCATION: 2008 N 4th Street, McAlester, Oklahoma

Chairman Emmons opened the public hearing at 6:49 PM. Leroy Alsup presented a staff report to the Commission and it is hereby incorporated in the minutes by reference.

It was staff's opinion that the R-2 two-family dwelling (duplex) district zoning is not markedly or substantially different in intensity or use from the existing R-1B single-family residential district zoning in the surrounding area. That approval of the applicant's request to rezone the property at 2008 N 4th Street to the R-2 two-family dwelling (duplex) zoning district would not be detrimental to the surrounding area and that the infill development of this property with a single-family or a two-family (duplex) residential dwelling would be a public benefit in lieu of the property remaining a vacant lot in the future.

The City Community and Economic Development Staff recommended the approval of the applicants request to rezone the property described herein from R-1B single-family residential district to R-2 two-family dwelling (duplex) district.

Chairman Emmons asked if anyone in the audience wished to speak for or against the application to rezone. Conny and Lois Geneva, the applicants, came forward and provided images of the intended development that also included a floor plan. Mr. Geneva went on to say that it was similar to the duplex he and his wife built in 2008 at North 5th Street and East Harrison Avenue that were 990 square foot units with carports on each side. Commissioner Phillips asked if the structure would face 4th Street. Mr. Geneva answered that it would. Chairman Emmons asked if anyone else wished to speak for or against the ordinance amendment. No one else came forward.

Chairman Emmons closed the public hearing at 6:56 PM and called for a motion. A motion made by Commissioner Few to rezone the property from R1-B Single-family Residential District to R-2 Two-family Dwelling Duplex District was seconded by Commissioner Kanard. Chairman Emmons asked if the Commission had any further comments. No other comments were made, and roll was called.

The vote was 7-0

AYE: Cox, Phillips, Few, Gullick, Kanard, Moore, Emmons

NAY: None

The motion carried.

Item 5

New Business

There was no new business.

Item 6

Staff Report

There was nothing for Staff to report.

Item 7

Commission Report

There was nothing reported by the Commission.

Item 8

Adjournment

A motion made by Commissioner Gullick was seconded by Commissioner Moore to adjourn the meeting at 6:59 PM. There was no objection. The motion carried.

The vote was 7-0

AYE: Phillips, Few, Gullick, Kanard, Moore, Cox, Emmons

NAY: None

The motion carried.

Approved:

Planning Commission Chairman

Date



City of McAlester

Community & Economic Development

1st & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

USE PERMITTED AFTER REVIEW LAND USE ACCEPTANCE

According to the provisions of the McAlester Zoning Ordinance, the following Land Use is hereby approved by the McAlester Planning Commission and the McAlester City Council.

ZONING DISTRICT: R-1B Single Family Residential (Wade Watts Corridor Development)

LOCATION: 1214 E Wade Watts Avenue, McAlester, Oklahoma

LEGAL: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

PROPOSED USE: Carpet and Flooring Sales

It should be further noted that while not part of the formal “Use Permitted After Review” application, the applicant intends to utilize the West Half of vacated 13th Street lying adjacent to Lot 8 in Block 455 as a driveway to serve the proposed Carpet and Flooring Store.

Use Permitted After Review:

Bertin & Zenaida Suarez, Mission Carpets & Floors, is requesting a “Use Permitted After Review” for a Carpet and Flooring Sales retail store at 1214 E Wade Watts Avenue.

The issuance of a Building Permit for said Carpet and Flooring Sales retail store is hereby authorized at 1214 E Wade Watts Avenue by the McAlester City Council, subject to the applicable provisions of Chapter 62 -Land Development Code of the City’s Code of Ordinances and the following specific special conditions shall also apply to the development of this property:

1. The exterior standards/visual appeal regulations in Sec. 62-213. Wade Watts Corridor Development as set forth below:

(g) *Exterior standards / visual appeal.* This development area has as its goal to promote a visual appealing environment. To accomplish this goal the following objectives are established and shall apply to all structures:

- (1) To implement quality building design and construction throughout this district, various exterior wall finishes will be considered by the planning commission and city council (brick, vinyl, stucco, stone, wood and cosmetically equivalent exterior siding, etc.) except that no metal exterior walls may be visible from any street.
- (2) To correct deteriorating areas and structures through their revitalization, redevelopment and/or screening.
- (3) To develop signage that compliments to visual appeal of this district.

Leroy Alsop- Director
(918) 423-9300 ext.4951

Kirk Ridenour- Economic Development Manager
(918) 423-9300 ext.4982

Jayne Clifton- Executive Asst./Planning Technician
(918) 423-9300 ext. 4984

James Schulz- Code Enforcement Inspector
(918) 423-9300 ext. 4986

George Estrada- Building Inspector
(918) 423-9300 ext. 4985

Charley Gilbertson- Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

- (i) Landscaping and screening.
 - (3) [*Buffer.*] A landscape buffer will be provided between Wade Watts Avenue and all parking. The buffer shall be a minimum of four feet wide with grass and/or shrubs. All corner lots will maintain a 30-foot site triangle with no plant over two feet in height.
 - (4) [*Screening.*] Screening shall be required between any development that abuts any existing residential structure. The screen shall be constructed in such a way to be compatible with the proposed development and the abutting residential. Screening shall also be required to screen dumpsters and other trash receptacles from public streets and adjoining residential properties.

PLANNING COMMISSION

CITY COUNCIL

Mark Emmons, Chairman

John Browne, Mayor



City of McAlester

Community & Economic Development

1st & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

PLANNING COMMISSION STAFF REPORT- UP Case #58 November 15, 2016

To: McAlester Planning Commission
From: Leroy Alsup, Community and Economic Development Director
Jayme Clifton, Planning Technician/Executive Assistant
Date: November 7, 2016

Case: UP #58 Use Permitted After Review

Applicant: Mission Carpets & Floors
Bertin & Zenaida Suarez
Zoning District: R-1B Single Family Residential (Wade Watts Corridor)
Location: 1214 E Wade Watts Avenue, McAlester, Oklahoma
Legal Description: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma

General Description:
Applicant is requesting “Use Permitted After Review” for a store offering carpet and flooring sales.

General Notifications:

Posting of Sign on Property	October 28, 2016
Publication in McAlester News Capital	October 30, 2016

Notification:

Property Owners within 300 feet	37 (<i>Mailed on October 28, 2016</i>)
Notification receipts received	28
Notification Returned Unclaimed	1
Notifications Still Out	8

Attachments:

Application	Attached
Abstractor’s Certificate	Attached

Leroy Alsup- Director
(918) 423-9300 ext.4951

Kirk Ridenour- Economic Development Manager
(918) 423-9300 ext.4982

Jayme Clifton- Executive Asst./Planning Tech
(918) 423-9300 ext. 4984

James Schulz- Code Enforcement Inspector
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George Estrada- Building Inspector
(918) 423-9300 ext. 4985

Charley Gilbertson- Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

Area Zoning & Site Location Map	Attached
Mission Carpet Civil Engineering Site Plans 10-17-16	Attached
A200 10-12-16 Mission Carpet Floor Plan	Attached
A300 10-12-16 Mission Carpet Elevations	Attached
Notice to Property Owners within 300 feet	Attached
Proof of Publication of Notice in Newspaper	Attached
Picture of Sign Posted on Property	Attached
“Use Permitted After Review” Approval Form	Attached
Wade Watts Corridor Development Map	Attached
Ord to Amend Wade Watts Corridor (10-18-2016) Rev	Attached
Papa John’s Semi Delivery Truck on 12th (10-25-2016)	Attached

Background Information:

The subject property at 1214 E Wade Watts Avenue is within the Wade Watts Corridor Development. Even though the underlying zoning of this particular parcel remains R-1B single-family residential district, under the Wade Watts Corridor regulations specific commercial uses such as “Carpet and floor covering sales, retail” as delineated in Section 62-213, as amended by the City Council on November 8, 2016 (attached), may be approved through the “Use Permitted After Review” process for those lots within the Corridor that remained zoned R-1B.

The attached Mission Carpet Site Plan prepared by Scherman Engineering shows that the proposed business will be compliant with Sec. 62-213 (f) Area Regulations.

Sec. 62-213 (f) Area Regulations	Mission Carpet Site Plan
Minimum lot area- 12,000 Sq. Ft.	20,400 Sq. Ft.
Minimum lot frontage- 75 Ft.	170 Ft.
Front yard setback- 25 Ft.	25 Ft.
Side yard setback- On any side that is adjoining this district or another commercial district there shall be no side yard setback required.	10 Ft.
Rear yard setback- When building will be serviced from the rear, a minimum of 20-foot setback shall be provided. Where no rear service, there will be no rear setback required.	Primary Service Door is on the east side of building.

Sec. 62-213 (g) Exterior standards /visual appearance- ... To implement quality building design and construction throughout this district, various exterior wall finishes will be considered by the planning commission and city council. Brick, vinyl, stucco, stone, wood and cosmetically equivalent exterior siding, etc., except no metal exterior walls may be visible from any street. The attached building elevations prepared by Hardwick Drafting & Design Services shows that the exterior walls visible from the street will have a combination Brick Veneer/ Exterior Insulation and Finish System (EIFS) finish.

It should be noted that while not part of the formal “Use Permitted After Review” application, the applicant intends to utilize the West Half of vacated 13th Street lying adjacent to Lot 8 in Block 455 as a driveway to serve the proposed Carpet and Flooring Store. As indicated by the attached picture of the Papa John’s semi-truck delivery, there are other commercial/retail properties in this mixed use area of the community that utilize residential streets for delivery and/or access.

Staff Recommendation:

The City Community and Economic Development Staff recommends the approval of the applicant’s request for "Use Permitted After Review" for a store offering carpet and flooring sales at 1214 E Wade Watts Avenue. The development of the will be required to follow the area regulations and screening requirements set forth for the Section 62-213 Wade Watts Corridor Development.

AUG 31 2016

Received

APPLICATION USE PERMITTED AFTER REVIEW IN WADE WATTS AVENUE CORRIDOR DEVELOPMENT

Applicant: Zenaida Suarez / Bertin Suarez

Status of Applicant: Owner Option to Purchase Agent of Owner

Legal Description: The Easterly 90 Ft of lot 1; and the
LEGAL: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma. 8,
455 City of McAlester

Address: 1214 E Wade Watts ave McAlester OK 74501

The following information and attachments are REQUIRED for the review of your application. If they are missing or incomplete, your application **will not** be considered until the information is provided.

(In some cases additional information and/or agreements may be requested at the meeting.)

(1) Proposed Use: The proposed use should be explained in enough detail for the Commission to understand anticipated traffic generation, noise, time of day, etc. If the proposed use is general, such as "office" and no specific tenant is present, you must explain the type of tenant anticipated.

(Note: Medical, dental or financial institutions are not office uses.)

Outline Proposed Use: Carpet Store

(2) The following are required submittals before the application will be considered. The process will not start before all submittals are provided.

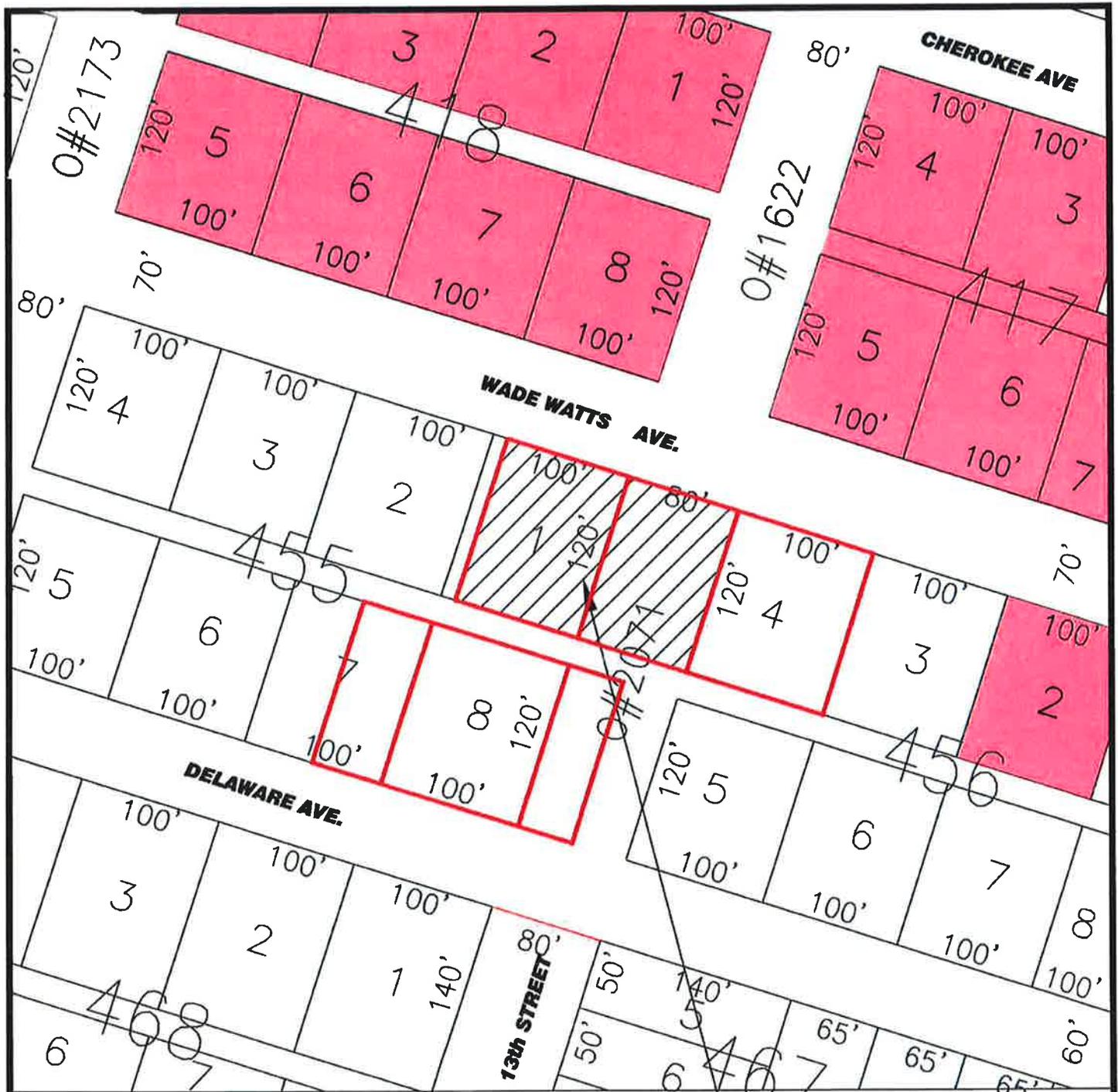
a. Site Plan: Site plan must show complete lot – distance of the lot from all right-of-ways (streets & alley) – all proposed landscaping, including trees, shrubs, grass area, etc. – any and all proposed signs and complete parking layouts.

(Site Plan shall be drawn to scale and no smaller than 11" x 17" and no larger than 11" x 24".)

b. The existing building or proposed building must be fully dimensioned.

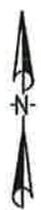
c. Elevation: A completed front elevation of the proposed building, (even if an existing building) all elevations that are visible from a side street. The elevation must state type of materials to be used on exterior surface.

d. All entrances and exits must be shown.



AREA OF REQUEST

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



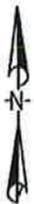
SCALE: 1" = 100'



Prepared By:
City of McAlester
Engineering Department



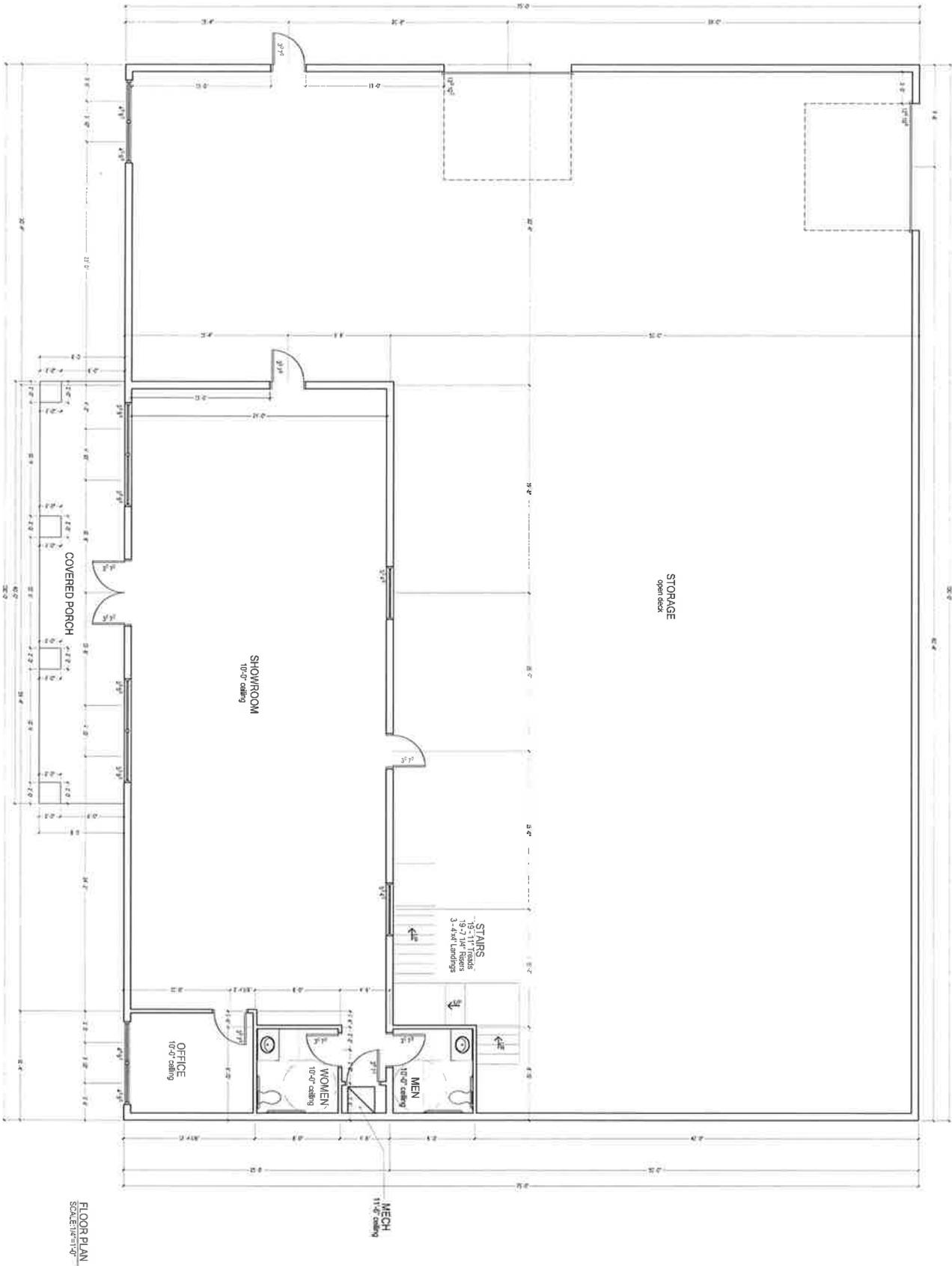
SITE
LOCATION



SCALE: 1" = 100'



Prepared By:
City of McAlester
Engineering Department



FLOOR PLAN
SCALE: 1/4"=1'-0"

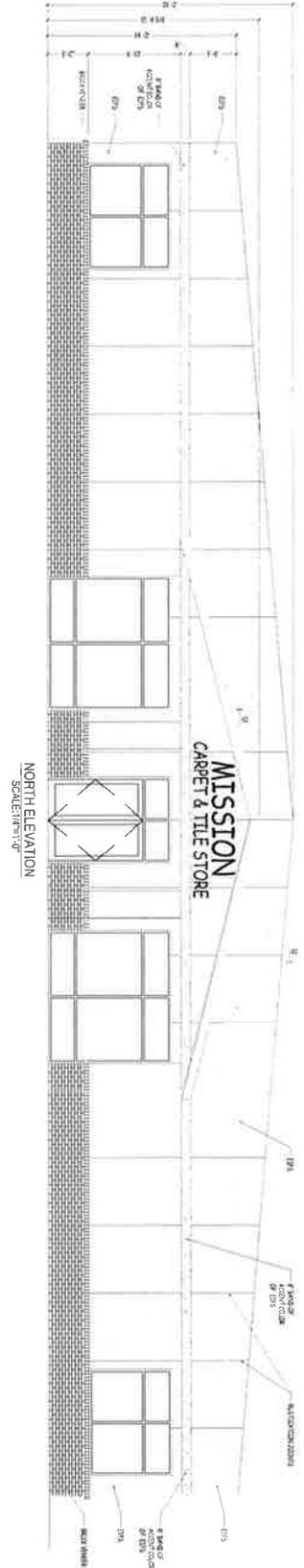
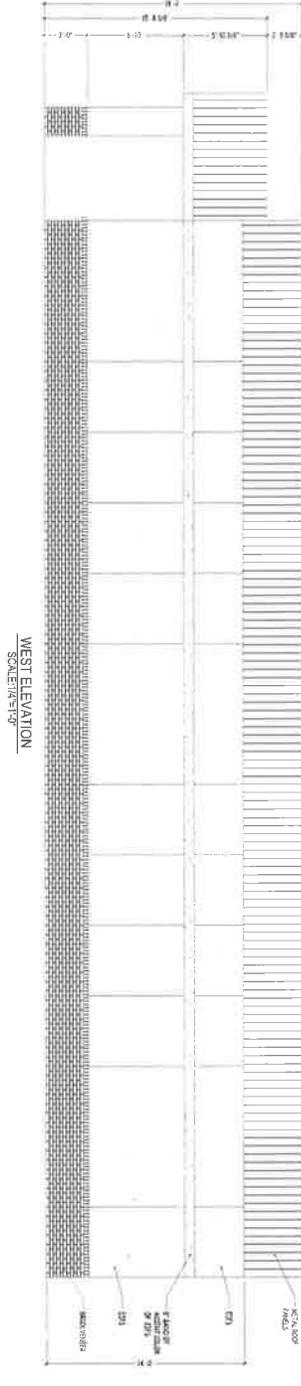
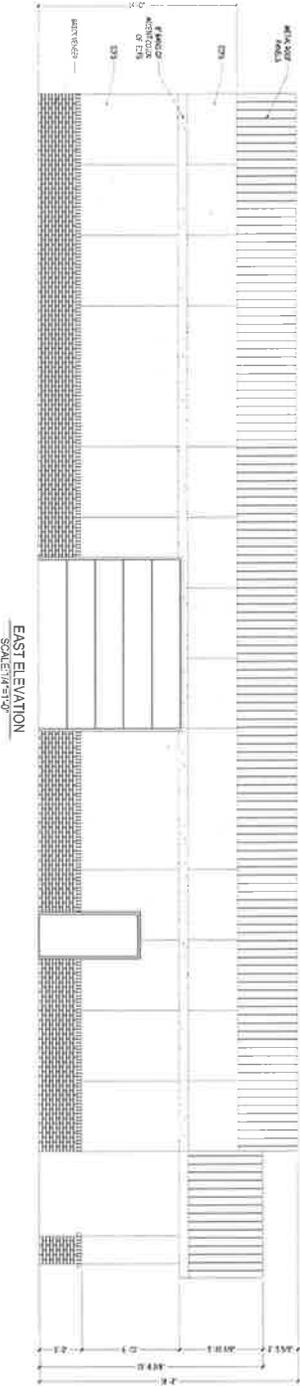
36 SHEET:
A200

PROJ. NO.:
MCA-16-101
DATE: 10/20/16

MISSION CARPET STORE
McALESTER, OKLAHOMA

SDDS HARDWICK DRAFTING & DESIGN SERVICES
916 E SENECA AVE.
McAlester, OK 74501
PHONE: 918-916-5222
E-MAIL: kevin.hardwick63@yahoo.com

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HARDWICK DRAFTING & DESIGN SERVICES (HDDS)



PROJ. NO.
MOA-16-101
DATE: 10/20/16

3X SHEET
A300

MISSION CARPET STORE
McALESTER, OKLAHOMA

HDDS HARDWICK DRAFTING & DESIGN SERVICES
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City of McAlester
Community & Economic Development

1st & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

October 28, 2016

RE: U.P. Case #58

Dear Property Owner:

An application has been filed with the Community and Economic Development Department, City of McAlester requesting "Use Permitted After Review in Wade Watts Corridor" for the following described property:

LEGAL: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

LOCATION: 1214 E Wade Watts Avenue, McAlester, Oklahoma

PROPOSED USE: Carpet and Flooring Sales

It should be further noted that while not part of the formal "Use Permitted After Review" application, the applicant intends to utilize the West Half of vacated 13th Street lying adjacent to Lot 8 in Block 455 as a driveway to serve the proposed Carpet and Flooring Store.

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, November 15, 2016 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written comments should be received by Tuesday, November 8, 2016.

Please be advised that if the Tuesday, November 15, 2016 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the November 15, 2016 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the November 15th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, December 20, 2016 McAlester Planning Commission meeting at 6:30 p.m.

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

Sincerely,

Jayme Clifton
Planning Technician

Attachment(s): Area of Request Map & Site Location Map

cc: John Browne, Mayor
Jason Barnett, Sixth Ward Councilman
Mark Emmons, Planning Commission Chairman

Leroy Aisup - Director
(918) 423-9300 ext.4951

Kirk Ridenour - Economic Development Manager
(918) 423-9300 ext.4982

Jayme Clifton - Executive Asst./Planning Tech
(918) 423-9300 ext. 4984

James Schulz - Code Enforcement Inspector
(918) 423-9300 ext. 4986

George Estrada - Building Inspector
(918) 423-9300 ext. 4985

Jim Roberts - Plumbing/Electrical Inspector
(918) 423-9300 ext. 4987

PROOF OF PUBLICATION

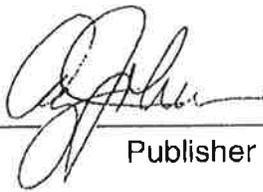
McAlester News-Capital
500 S. Second, McAlester, OK 74501 • 918-423-1700

I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:
That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

- 1st insertion... October 30th,2016
- 2nd Insertion.....2016
- 3rd Insertion.....2016
- 4th Insertion.....2016
- 5th Insertion.....2016

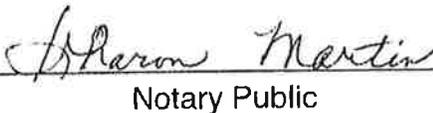
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee..... \$ 52.40



Publisher

SUBSCRIBED and sworn to before me this
31st day of October, 2016.



Notary Public



#00002414
My Commission expires: 03/23/20

(Published in the McAlester News-Capital on October 30th, 2016.)

CITY OF McALESTER NOTICE OF HEARING ON USE PERMITTED AFTER REVIEW

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, November 15, 2016 at 6:30 p.m. concerning a "Use Permitted After Review for Wade Watts Corridor" application filed for the following described property:

LEGAL: The Easterly 90 feet of Lot 1 in Block 455; and that part of vacated 13th Street lying between Lot 1 in Block 455 and Lot 4 in Block 456, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

LOCATION: 1214 E Wade Watts Avenue, McAlester, Oklahoma

PROPOSED USE: Carpet and Flooring Sales

It should be further noted that while not part of the formal "Use Permitted After Review" application, the applicant intends to utilize the West Half of vacated 13th Street lying adjacent to Lot 8 in Block 455 as a driveway to serve the proposed Carpet and Flooring Store.

Any person wishing to appear in support or opposition to the proposed "Use Permitted After Review for Wade Watts Corridor" may do so in the Council Chambers, Municipal Building, located at 28 E. Washington Avenue, McAlester, Oklahoma, at the above date and time.

FURTHER NOTICE IS HEREBY GIVEN to all property owners and residents of the City of McAlester, that if the Tuesday, November 15, 2016 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the November 15, 2016 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the November 15th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, December 20, 2016 McAlester Planning Commission meeting at 6:30 p.m.

Date:10/25/16

Cora Middleton, City Clerk

Community & Economic
Development Department

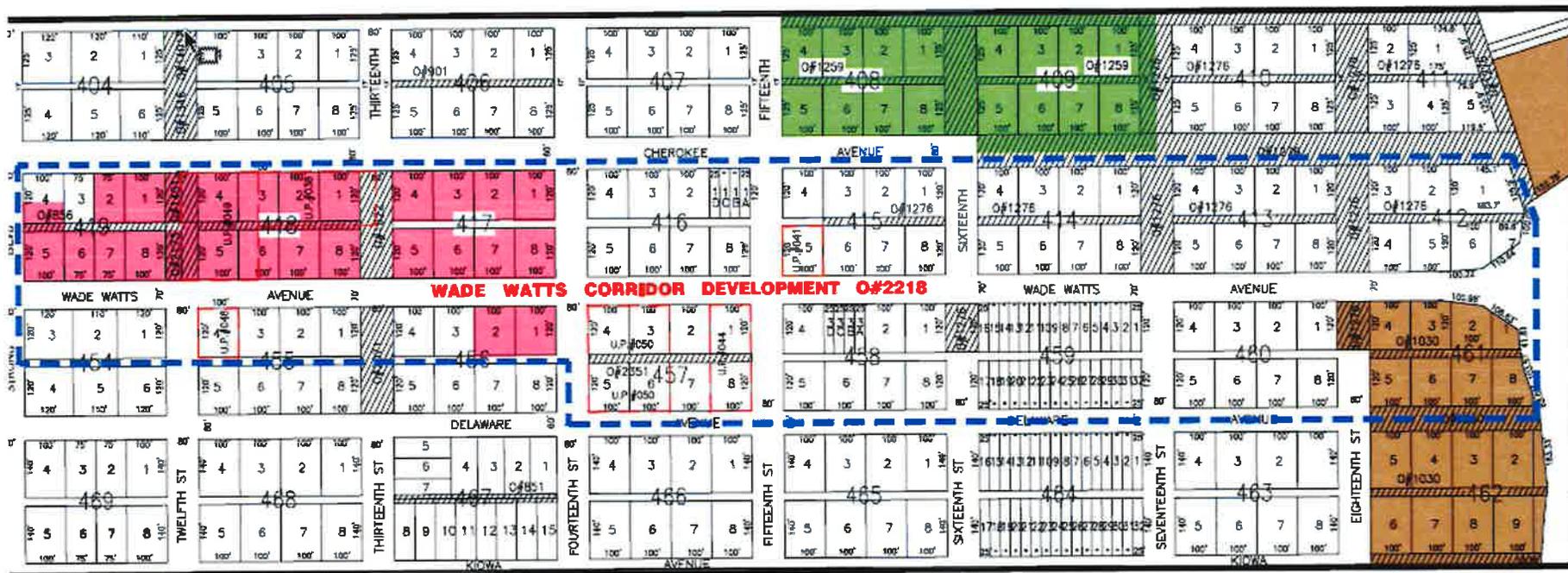
NOV 04 2016

Received



RE-ZONING NOTICE
THIS PROPERTY IS THE SUBJECT
OF A RE-ZONING
FOR MORE INFO
CALL THE CITY
OF OMAHA

10/28/2016



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



Prepared By:
City of McAlester
Engineering Department

REVISED: 10/26/15



30.00

16252



059897

LEASE OF REAL PROPERTY

STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

2001 FEB -9 A 10: 24

THIS LEASE OF REAL PROPERTY (the "Lease") is made and entered into effective as of the 23rd day of January 2001 (the "Effective Date") by and between the CITY OF McALESTER, OKLAHOMA, a municipal corporation of Oklahoma (the "City"), whose address for purposes of this Lease is P.O. Box 578, McAlester, Oklahoma 74501 and DLI McALESTER LLC, an Oklahoma limited liability company ("Lessee"), whose address is 450 South Coltrane Road, Edmond, Oklahoma 73034.

WHEREAS, at its meeting held January 23, 2001, the City Council of the City declared and resolved that the tract of land more particularly described herein shall be made available for the use of Lessee by lease for a term of ninety-nine (99) years commencing the Effective Date, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of a lease between the General Services Administration ("GSA") for the Improvements to be constructed on the Site and a sublease of the Site (such lease and sublease are collectively referred to as the "GSA Lease", at an annual rental rate of One Dollar (\$1.00); and

WHEREAS, the parties agree that the leased premises shall be that tract of real Property described on Exhibit "A" attached hereto and made a part hereof, and;

WHEREAS, the parties agree and acknowledge that the Lessee will construct the Improvements on the Site for use as set forth in Section 3 below.

NOW, THEREFORE, for and in consideration of the promises of the City and Lessee, each to the other, and the undertakings of the City and Lessee as set forth in this Lease, and for other good and valuable consideration recited herein, the sufficiency of which is hereby acknowledged, the City and Lessee do hereby agree to keep, perform and observe the following provisions of this Lease.

I.

USAGE, ABBREVIATIONS AND DEFINITIONS

As used in this Lease, the following words have the meanings indicated:

1.1 The word "Site" shall mean the tract of real property described on Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights and appurtenances thereto belonging or in anywise appertaining, but not the Improvements described below.

1.2 The word "Improvements" shall mean the building constructed ("built", "installed", "placed" and other words of similar import being herein referred to as "constructed") under, upon or above the Site, after the date hereof.

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including any and all alterations of and additions to the Improvements, whether or not any such alterations or additions are separated from or connected to the Improvements. The City and Lessee anticipate that the Improvements will consist of approximately 8,376 net usable square feet.

2.
SITE LEASED

For and in consideration of the rent and of the terms and conditions of this Lease, the City does hereby let and lease, Site unto Lessee, and Lessee does hereby take and lease the Site from the City.

3
USE OF SITE

The Site shall be used by the United States, acting by and through the GSA for the operation of a United States Drug Enforcement Administration Field Office and for other governmental uses. In the event the GSA Lease terminates during the term of this Lease, Lessee shall have the right to enter into a lease with another tenant for another use so long as such use is primarily for general office purposes.

4.
RENT

For and as rent for the real property consisting of the Site and the Improvements Lessee shall cause to be paid to the City at the address set forth in Section 18, in advance the sum of Ninety-nine and No/100 Dollars (\$99.00).

5.
TERM

Unless sooner terminated, renewed or extended, this Lease shall be for a term of ninety-nine (99) years commencing on the Effective Date and expiring on the ninety-ninth anniversary thereof, such term to be extended by a number of days equal to the number of days elapsing between the Effective Date and the date of commencement of the GSA Lease.

6.
RESPONSIBILITIES

The rights and privileges hereby granted to Lessee are to be used and enjoyed at the sole risk and responsibility of Lessee. In consideration of the benefits to be derived herefrom, Lessee hereby agrees and warrants that all uses of the Site and Improvements will be within the terms of the purpose of this Lease and that any and all expenses in any way related to or connected with the Site and Improvements or the rights and privileges herein conferred will be at no cost to the City or its officers, instrumentalities or

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employees, and that no liens shall attach to the Site, except as specifically provided in Section 9 below.

7.

CONSTRUCTION AND IMPROVEMENTS

7.1 Lessee may install and operate in and on the Site facilities, fixtures, trade fixtures, equipment, machinery and appliances and Lessee's installation of the same shall comply with applicable local, state and Federal laws, rules and regulations. Lessee may, from time to time in Lessee's sole discretion, alter, modify, remove, renovate, and/or replace any Improvements, subject to Lessee's compliance with applicable local, state, and Federal laws, rules, and regulations.

7.2 Title to and ownership of the Improvements shall be vested in Lessee or such subtenants as are designated by Lessee until the termination, expiration or surrender of this Lease at which time all title and ownership of said Improvements shall vest automatically and immediately in the City, free and clear of all claims to or against said Improvements by Lessee or third parties and without necessity of further action or instrument.

7.3 Nothing herein shall be construed as an agreement by the City to be responsible for paying for the Improvements; and neither the Site, nor the City's interest in said Site, shall be subjected to a mechanic's lien for any Improvements constructed by Lessee hereunder. Lessee shall be responsible for assuring that all of the Improvements, alterations, and additions to the Site are constructed in accordance with applicable local, State and Federal law. Lessee shall reimburse the City for all costs and expenses, including reasonable attorney's fees, the City incurs (a) as a result of the fact that the Improvements, additions, or alterations do not comply with local, State and Federal law; (b) in defending against, settling or satisfying any claims that the City is responsible for paying for Improvements commissioned by Lessee hereunder; or (c) in defending against, settling or satisfying any mechanics lien claims, asserted as a result of unpaid for Improvements commissioned by Lessee hereunder.

8.

INSPECTION AND OPERATION

8.1 The City represents that it holds clear and indefeasible title to the Site. The City warrants that it has full authority to enter into the Lease and that it has not otherwise encumbered the Site. The City shall reasonably cooperate with Lessee's or any sublessee's efforts to develop the Site or construct the Improvements, including, but not limited to, granting access to the Site, cooperating in obtaining title insurance, surveys, and easements, and related matters, but such cooperation shall be at no expense to the City.

8.2 Upon termination of this Lease, the Site and Improvements shall be returned to the City, normal wear and tear excepted. All costs and expenses necessary for

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the repair, maintenance, and operation of the Site shall be the sole responsibility of Lessee or its designee.

8.3 In the event the Improvements shall be wholly or partially damaged or destroyed during the term of this Lease, Lessee shall, at its own sole cost and expense, clear the Site of all debris or remains of the damaged or destroyed Facilities and, at its sole option, repair, restore or remove the Improvements within a twelve (12) month period from the time of the damage. Destruction of or damage to the Improvements, or any part of them, shall in no way relieve Lessee from its duties and obligations to pay rent as provided herein.

8.4 During the term of this Lease, Lessee shall be responsible for providing, at its own expense, all utilities, including but not limited to lighting, heating, air conditioning, water, gas and electricity, required for the Site and any Improvements, alterations, or additions thereon. Lessee agrees to maintain all portions of the Site, and any Improvements, alterations, or additions thereon, in a safe and clean condition, and not permit any unsightly accumulation of wreckage, debris, or trash.

9.

MORTGAGE OR ASSIGNMENT OF THE LEASEHOLD

9.1 Lessee shall have the right to encumber by mortgage, security deed, bond covenants, or any other means any of Lessee's rights and interest created by this Lease, but shall not have the right to encumber the City's fee estate. Any such mortgage, security deed, bond covenants, or other security interest shall be subordinate to this Lease. Subordination to this Lease shall be evidenced by a subordination, non-disturbance, and attornment agreement executed by any lender providing financing for construction of the Improvements ("Lender" or "Mortgagee") and the City.

9.2 The holder of a leasehold mortgage may enforce its rights under its leasehold mortgage and acquire title to or sell or cause the leasehold estate to be sold in any lawful way; subject however, to all terms, conditions and provisions of this Lease. During such time as a Lender or Mortgagee is the owner and holder of the leasehold estate and Lessee's interest hereunder, whether by foreclosure or otherwise, such interest acquired hereunder shall remain subject to all of the terms, conditions and provisions of this Lease.

9.3 Lessee or any Mortgagee succeeding to the rights of Lessee hereunder, or any successor of either thereof, shall have the right to assign its interest in this Lease, the Site, and the Improvements so long as the person or entity receiving such assignment assumes the obligations of Lessee hereunder.

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10.

LESSOR'S PROPERTY UPON TERMINATION OF THIS LEASE

Upon termination of this Lease, all rights and interest of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Site shall wholly cease and terminate. The Improvements, including but not limited to, all facilities, gas and electric engines, machinery, generators, boilers, furnaces, elevators, appliances, lighting, radiators, heaters, air conditioning units, all fire escapes, pipes, faucets and other plumbing fixtures, and all carpeting, attached to, or located on or in the Improvements, shall henceforth constitute and belong to and be the absolute property of the City without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever. Except as described above, Lessee or any sublessee of the Site or the Improvements may remove all furniture, personalty, equipment, computers, computer systems, and trade fixtures prior to the expiration date of this Lease.

11.

ENVIRONMENTAL

11.1 Lessee shall not use, generate, manufacture, produce, temporarily or permanently store, release, discharge or dispose of on, in, about or under the Site or transport to or from the Site any hazardous substances, pollutants, contaminants of whatsoever description prohibited by Federal or Oklahoma law ("Hazardous Materials"), or knowingly allow any other person or entity to do so, other than in compliance with all applicable Federal, State, and local laws, regulations and guidance.

11.2 Each of the City and Lessee shall promptly notify the other party should it receive actual notice of, or otherwise become aware of, any (a) pending or threatened environmental regulatory action against the such party or the Site or either party's use or occupancy of the Site or any portion thereof, (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material used, generated, stored, disposed or released on, from or into the Site; or (c) the release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Site.

11.3 To the extent required by either the City or Lessee to defend a claim or action brought against the other party or any of such party's officers, employees or agents, each party agrees with the other, to the extent permitted by applicable law, to provide the other party and such party's officers, employees and agents with access to the records and data maintained by the applicable party relevant to the receipt, processing, storage, use, transportation, generation, release and disposal of any Hazardous Materials which are the subject of, or are relevant to, the claim or action in question.

11.4 At the expiration or termination of the Lease, Lessee shall leave the Site as free of Hazardous Materials, as existed at the commencement of the Lease term.

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12.

TAXES AND ASSESSMENTS

Lessee shall pay all real property taxes on the Site and the improvements; all license fees; and any and all other taxes, charges, imports; levies of any nature, whether general or special which may, at any time be imposed by local, State or Federal authorities, or that become a lien upon this Lease or Lessee's activities in, or improvements upon, the Site pursuant to this Lease.

13.

DEFAULT AND REMEDIES

13.1 The following shall constitute defaults by Lessee:

- (a) The failure to pay rent or any other monies owed hereunder when due; and
- (b) Any other failure in the performance of any covenant or obligation required by this Lease.

13.2 If Lessee defaults, Lessee shall have thirty (30) days after receipt of written notice from the City to cure monetary defaults as required by this Lease. Lessee shall have ninety (90) days after receipt of written notice from the City to cure all other defaults under this Lease, plus such additional time as may be reasonable and necessary under the particular circumstances involved. The City shall give to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease a copy of each notice of default by Lessee at the same time as and whenever such notice of default shall thereafter be given by the City to Lessee. Such notice to Lender or Mortgagee shall be made as provided in Section 19 herein, and it shall be Lessee's obligation and responsibility to provide the City with the proper name and address of its Lender or Mortgagee. Lessee's failure to provide the City with a current name and address for its Lender or Mortgagee shall relieve the City of its obligation to provide such notice in the event of default, each Lender or Mortgagee shall be permitted to remedy such default or cause the same to be remedied within the period of time provided for cure herein. The City shall accept performance by any Lender or Mortgagee of any covenant, condition, or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No event of default with respect to the performance of work required to be performed, or acts to be done, or conditions to be remedied, shall be deemed to exist so long as such Lender or Mortgagee shall, in good faith, have commenced to cure such matter and to prosecute same to completion with diligence and continuity within the applicable time period provided herein.

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13.3 If Lessee defaults, the City may utilize anyone or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

- (a) The City may sue for specific performance.
- (b) The City may sue for all damages incurred by the City including incidental damages, consequential damages, and attorney's fees.
- (c) After the time to cure provided in Section 13.2 has expired, or Lessee has given notice that it does not intend to cure the default, the City may terminate this Lease. The termination of this Lease, however, shall only be effective upon sixty (60) days' prior written notice of same provided by the City to Lessee and to any Lender or Mortgagee which has executed a subordination agreement as provided in Section 9.1 of this Lease. In no event shall this Lease be construed to be terminated unless and until such notice is provided. If this Lease is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including reasonable attorney's fees and other expenses of collection, incurred as a result of any default.
- (d) The City may utilize any other remedy provided by law or equity as a result of Lessee's default.

13.4 Notwithstanding anything contained herein to the contrary, including the occurrence of any default by Lessee, the City may not terminate this Lease for any reason so long as the term of the GSA Lease shall not have expired.

14.
COMPLIANCE WITH RULES AND REGULATIONS

Lessee shall observe and obey applicable rules and regulations promulgated by the City and other appropriate local, State and Federal entities having jurisdiction over the Site. Any rules and regulations promulgated by the City shall be of general application to all property or activities within the jurisdiction of the City and shall not be applicable solely to the Site or the Improvements.

15.
INSPECTION

The City may, upon reasonable prior notice to Lessee and any sublessee in possession, inspect the Site and any Improvements or alterations thereon during Lessee's or any sublessee's regular business hours.

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16.
QUIET ENJOYMENT

The City represents that upon payment of rents when due and upon performance of all other conditions herein, Lessee and any sublessee shall peaceably have, possess and enjoy the Site without hindrance or disturbance from the City.

17.
WAIVER

Should Lessee breach any of its obligations hereunder, the City nevertheless may thereafter accept from Lessee any payment or payments due hereunder and continue this Lease in effect, without in any way waiving the City's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the City of any default, breach, or omission of Lessee under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or omission.

18.
NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the City shall be mailed to:

City Manager
City of McAlester-
P. O. Box 578
McAlester, Oklahoma 74501

All notices to Lessee shall be mailed to:

President
DLI McAlester LLC
450 South Coltrane Road
Edmond, Oklahoma 73034

The parties from time to time may designate in writing changes in the addresses stated by giving notice as set forth herein.

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19.
SUCCESSORS

The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties.

20.
ATTORNEY'S FEES, COSTS AND EXPENSES OF LITIGATION

In the event of a breach of this Lease, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs, and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

21.
SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Site, together with any Improvements, or fixtures located thereon, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or third party whose position was derived from or through Lessee.

22.
GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma, except to the extent that Federal law is expressly made applicable to this Lease.

23.
HOLDING OVER

If Lessee remains in possession of the Premises after the expiration of this Lease without written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month which may be terminated at any time by the City or Lessee upon thirty (30) days' written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

24.
GENERAL PROVISIONS OF THIS LEASE

24.1 The captions or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the interpretation of this Lease.

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24.2 Each of the provisions of this Lease shall apply, extend to, be binding upon and inure to the benefit or detriment of the City and Lessee, and to their successors and assigns.

24.3 There shall be no renewal or extension of the term of this Lease by operation of law.

24.4 Nothing contained in this Lease shall make, or shall be construed to make the City and Lessee partners in, of or joint ventures with each other, nor shall anything contained in the Lease render, or shall be construed to render, either the City or Lessee liable to a third party for the debts or obligations of the other.

24.5 Since the Improvements are initially solely for Government use, no advertising matter shall be constructed on or over the Facility or Premises, unless authorized in writing by a GSA Contracting Officer. In the event the GSA Lease terminates, advertising and signage in keeping with the use of the Site and Improvements shall be allowed. During the period of construction of the Improvements the general contractor and any entity providing financing of the Improvements shall be allowed to place signs on the Site regarding their roles as contractor and lender.

24.6 This Lease is executed in three (3) counterparts which are separately numbered but each of which is deemed an original, but all of which shall constitute one agreement.

24.7 The City and Lessee shall execute a Memorandum of Lease in recordable form at the request of either party to this Lease.

24.8 There shall be no merger of this Lease or the leasehold estate in the Site or any part thereof by reason of the same person's acquiring or holding, directly or indirectly, this Lease and the leasehold estate created hereby or any interest in this Lease or in such leasehold estate as well as the fee estate in the Site.

25.

ENTIRE AGREEMENT

This Lease supersedes all prior negotiations, discussions, statements and agreements between the City and Lessee with respect to the Site and Lessee's use and occupancy thereof; no member, officer, employee or agent of the City or Lessee has authority to make, or has made, any statement, agreement representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

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IN WITNESS WHEREOF, the City and Lessee have caused these presents to be executed and delivered by their respective authorized representatives as of the date hereof.

LESSOR:

CITY OF McALESTER, OKLAHOMA
a municipal corporation of Oklahoma

By: [Signature]
~~City Manager~~ MAYOR



DLI McALESTER LLC,
an Oklahoma limited liability company

By: [Signature]
Calvin R. Burgess, President

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[Handwritten mark]

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Exhibit "A"

A tract of land lying in the Southwest Quarter of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma, said tract of land being a part of the land described in a Warranty Deed recorded in Book D-183, Page 479, of the records of Pittsburg County, and being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma;

THENCE East along the Southerly line of said Section 24, a distance of 521.00 feet (said course being previously described as North 89°58'58" East a distance of 527.58 feet) to a point on the South line of said Section 24;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, and it's Northeasterly extension, a distance of 749.49 feet (said distance being previously described as 750.00 feet) to a point on the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road, and the POINT OF BEGINNING;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet;

THENCE South 45°52'43" East, parallel with said Easterly right of way line (said course being previously described as South 49°00'04" East), a distance of 130.00 feet;

THENCE South 40°59'56" West, parallel with the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet to a point of intersection with the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road;

THENCE North 45°52'43" West, along the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road (said course being previously described as North 49°00'04" West), a distance of 130.00 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 43,495 square feet or 0.9985 acres, more or less.

Prepared by: Mark Deal and Associates, P.C.

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This Instrument Prepared by:

Clyde Crutchmer, Esq.
Crutchmer Law PLLC
1648 S Boston Ave, Suite 100
Tulsa, Oklahoma 74119

After Recording Return to:

Nicolette L. Sonntag, Esq.
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

(For Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made as of _____, 2016 ("Effective Date"), by and between **DLI MCALESTER L.L.C.**, an Oklahoma limited liability company, whose address is c/o The Dominion Group, 818 N. Oak Street, Guthrie, Oklahoma 73044 ("Assignor") and **UIRC-GSA VI MCALESTER OK, LLC**, a Delaware limited liability company, whose address is c/o Urban Investment Research Corp., 15700 West 103rd Street, Lemont, Illinois 60439 ("Assignee").

RECITALS:

WHEREAS, Assignor, as tenant, and the City of McAlester, Oklahoma, a municipal corporation of Oklahoma, as landlord ("City"), entered into that certain Ground Lease dated January 23, 2001, demising that certain property located at 100 Airport Road, McAlester, Oklahoma 74501 and legally described on **Exhibit A** attached hereto and incorporated herein (the "Property") as recorded on February 9, 2001 with the Pittsburg County, Oklahoma Recorder as Document No. 59897 in Book 001094, Pages 327-338 ("Ground Lease"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease and Assignee desires to accept such assignment and assume all obligations of Assignor under said Ground Lease arising or accruing on and after the Effective Date.

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee as of the Effective Date, all right, title and interest of Assignor in, to and under the Ground Lease, including Assignor's right, title and interest in and to the "Improvements" as defined and as set forth in Section 1.2 of the Ground Lease. Assignor hereby agrees to indemnify, defend (with counsel reasonably satisfactory to Assignee) and hold Assignee harmless from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or resulting from any act or omission committed or alleged to have been committed by the Assignor under the Ground Lease and that may arise out of obligations of Assignor, as tenant under the Ground Lease, occurring prior to the Effective Date including, without limitation:

(a) Any breach or default committed or alleged to have been committed by the Assignor under the Ground Lease prior to the Effective Date.

(b) Any offset by the Assignee under the Ground Lease against the payment of rent thereunder accruing prior to the Effective Date.

(c) The failure to complete any improvements or work required of the Assignor under the Ground Lease prior to the Effective Date.

2. Assignee hereby accepts such assignment and hereby assumes and agrees to perform all obligations of Assignor arising or accruing on or after the Effective Date under the Ground Lease, and shall make all payments and keep and perform all conditions and covenants of the Ground Lease in the same manner as if Assignee were the original tenant thereunder. Assignee accepts possession of the Property on the Effective Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all cost, expense (including, without limitation, reasonable attorney's fees and court costs), liability, damage and claim that may arise out of obligations of Assignee, as tenant under the Ground Lease, occurring on and after the Effective Date.

3. Assignor hereby represents and warrants to Assignee that Assignor:

(a) Is the absolute owner of the leasehold estate under the Ground Lease, free and clear of any mortgages, liens, encumbrances or adverse interests of third parties, and the Property has not been leased or sublet in whole or in part except for GSA Lease No. GS-07P-LOK17453 dated September 8, 2016 with the United States of America, acting by and through the General Services Administration ("GSA Lease").

(b) The Ground Lease is in full force and effect and there has been no amendment, modification, supplement or extension of any kind or nature varying the stated terms and conditions thereof.

(c) Neither the City nor the Assignor is in default under the terms of the Ground Lease and to the knowledge of Seller there exists no situation that with the giving of notice or the passage of time, or both, would give rise to default by the City or the Assignor under the Ground Lease.

(d) No controversy presently exists between the City and the Assignor, including any litigation or arbitration with respect to the Ground Lease or the Property.

(e) There are no existing or outstanding offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Ground Lease, or any amount owing under the Ground Lease.

4. This Assignment shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

5. This Assignment may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

DLI MCALESTER L.L.C.,
an Oklahoma limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

UIRC-GSA VI MCALESTER OK, LLC,
a Delaware limited liability company

By: UIRC-GSA VI, LLC, Its Manager

By: UIRC-GSA VI Manager, Inc.
Its Manager

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, the _____ of **DLI MCALESTER L.L.C.**, an Oklahoma limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

CONSENT TO ASSIGNMENT

The undersigned, **CITY OF MCALESTER, OKLAHOMA**, a municipal corporation of Oklahoma (“City”) being the current landlord under that certain Ground Lease dated as of January 23, 2001 (the “Ground Lease”) as more particularly referenced in that certain Assignment and Assumption of Ground Lease dated _____, 2016 between **DLI MCALESTER L.L.C.**, an Oklahoma limited liability company (“Assignor”) and **UIRC-GSA VI MCALESTER OK, LLC**, a Delaware limited liability company (“Assignee”) to which this consent is attached, hereby consents to the foregoing Assignment and Assumption of Ground Lease.

The City represents that, to its actual knowledge, neither the City nor Assignor are in default of their obligations under the Ground Lease as of the date hereof.

This Consent to Assignment shall be deemed limited solely to the assignment of the tenant’s leasehold estate from the Assignor to the Assignee and the City reserves the right to consent to any further or additional assignments hereafter.

Dated this ____ day of _____, 2016.

CITY OF MCALESTER, OKLAHOMA,
a Municipal Corporation

By: _____
Its: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in the Southwest Quarter of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma, said tract of land being a part of the land described in a Warranty Deed recorded in Book D-183, Page 479, of the records of Pittsburg County, and being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma;

THENCE East along the Southerly line of said Section 24, a distance of 521.00 feet (said course being previously described as North 89°58'58" East a distance of 527.58 feet) to a point on the South line of said Section 24;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, and it's Northeasterly extension, a distance of 749.49 feet (said distance being previously described as 750.00 feet) to a point on the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road, and the POINT OF BEGINNING;

THENCE North 40°59'56" East, along the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet;

THENCE South 45°52'43" East, parallel with said Easterly right of way line (said course being previously described as South 49°00'04" East), a distance of 130.00 feet;

THENCE South 40°59'56" West, parallel with the Westerly line of the land described in a Warranty Deed recorded in Book D-183, Page 479, a distance of 335.08 feet to a point of intersection with the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road;

THENCE North 45°52'43" West, along the Southeasterly extension of the Easterly right of way line of the McAlester, Oklahoma, Municipal Airport Road (said course being previously described as North 49°00'04" West), a distance of 130.00 feet to the POINT OF BEGINNING,

Said tract of land contains an area of 43,495 square feet or 0.9985 acres, more or less,

TOGETHER WITH AN APPURTENANT DRIVEWAY EASEMENT described as:

A tract of land lying in the Southwest Quarter of Section 24, Township 5 North, Range 14 East of the Indian Meridian, Pittsburg County, Oklahoma, being described as follows:

COMMENCING at the Southwest corner of Section 24;

THENCE North 89'58'58" East a distance of 527.58 feet (521.00 feet calculated) to a point on the Southerly line of Section 24;

THENCE North 40'59'56" East a distance of 750.00 feet (749.49 feet calculated) to the POINT OF BEGINNING;

THENCE North 49'00'04" West (North 45'52'43" West calculated) a distance of 50.00 feet;

THENCE North 40'59'56" East a distance of 335.08 feet;

THENCE South 49'00'04" East (South 45'54'43" East calculated) a distance of 50.00 feet;

THENCE South 40'59'56" West a distance of 335.08 feet to the POINT OF BEGINNING.

GROUND LESSOR ESTOPPEL CERTIFICATE

This **GROUND LESSOR ESTOPPEL CERTIFICATE** (this "Certificate") is delivered as of this _____ day of _____, 2016 (the "Effective Date") by the City of McAlester, Oklahoma, a municipal corporation of Oklahoma, as landlord (the "Ground Lessor").

RECITALS

WHEREAS, the Ground Lessor is the fee owner and lessor of certain property (the "Property") being located at 100 Airport Road, McAlester, Oklahoma 74501 and more particularly described in Exhibit A under the terms of that certain Ground Lease dated January 23, 2001 as recorded on February 9, 2001 with the Pittsburg County, Oklahoma Recorder as Document No. 59897 in Book 001094, Pages 327-338 ("Ground Lease") entered into by and between the Ground Lessor and **DLI MCALESTER L.L.C.**, an Oklahoma limited liability company (the "Ground Lessee"); and

WHEREAS, Ground Lessor has been advised by Ground Lessee that Ground Lessee is selling its interest in the Ground Lease to **UIRC-GSA VI MCALESTER OK, LLC**, a Delaware limited liability company ("Purchaser"), which sale is contingent, in part, on Ground Lessor providing an estoppel certificate to Purchaser. The Purchaser also desires to obtain a leasehold mortgage and assignment of leases and rents secured by the Purchaser's leasehold interests in the Ground Lease by Purchaser's lender, **REGIONS BANK**, an Alabama banking corporation, and its successors and/or assigns ("Purchaser's Lender"). Accordingly, in order to facilitate the proposed sale and loan transaction, the undersigned hereby certifies to Purchaser, its successors and/or assigns, and to Purchaser's Lender, that, as of this date, with respect to the Ground Lease:

1. **Fee Ownership.** Ground Lessor is the sole record owner of the Property and is the landlord under the Ground Lease. Ground Lessor has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Ground Lease or the Property. Ground Lessor has not subordinated its interest in the Ground Lease to any mortgage, lien or other encumbrance on the fee.

2. **Ground Lease is Effective.** The Ground Lease is a valid lease, in full force and effect, and is binding and enforceable in accordance with its terms as against Ground Lessee with respect to Ground Lessee's leasehold interest in the Property. Ground Lessee is the tenant under the Ground Lease. Ground Lessor has received no written notice that Ground Lessee has assigned or sublet the Ground Lease except for GSA Lease No. GS-07P-LOK17453 dated September 8, 2016 with the United States of America, acting by and through the General Services Administration ("GSA Lease") and Ground Lessor has not received any notice of any default by Ground Lessee under the GSA Lease.

3. **Entire Agreement.** The Ground Lease is accurately described in the Recitals and a copy of the Ground Lease is attached hereto as **Exhibit A**. The Ground Lease has not been modified, assigned, amended, supplemented or superseded (except as attached hereto), and together herewith constitutes the entire agreement between the undersigned and Ground Lessee with respect to the Property.

4. **No Escrows or Deposits.** Ground Lessee does not make any type of escrow deposits with Ground Lessor and Ground Lessor does not hold any type of deposit (for security or otherwise).

5. **Commencement/Expiration Date.** The term of the Ground Lease commenced on January 23, 2001 and expiration date of the lease term is January 22, 2100.

6. **Property Description and Improvements.** All development work, construction and improvements on the Property were approved by Ground Lessor and have been completed to Ground Lessor's satisfaction in accordance with the Ground Lease and a certificate of occupancy was issued by the Ground Lessor for the Property.

7. **Compliance with Laws.** Ground Lessor has not received any written notice from any federal, state or local contact at the city that Ground Lessor, Ground Lessee, the Property or any improvements thereon, is in violation of any laws, statutes, ordinances, orders, rules or regulations and Ground Lessor has no reason to believe there are grounds for any claim of any such violation.

8. **Insurance.** Ground Lessee has obtained and paid for all required insurance coverages under the Ground Lease.

9. **Rents.** The rents presently payable under the terms of the Ground Lease is \$99 for the entire term that has been paid by the Ground Lessee.

10. **No Defaults.** Neither Ground Lessor nor Ground Lessee is in default in the performance or observance of any of its obligations under the Ground Lease and no event has occurred and no condition exists that, with the giving of the notice or the passage of time, or both (including but not limited to past due rents) would constitute a default under the terms of the Ground Lease.

11. **No Defenses or Offsets.** As of the date hereof, all conditions and obligations under the Ground Lease to be satisfied or performed by Ground Lessee have been satisfied and performed. As of the date hereof, Ground Lessor does not assert and is not entitled to assert, any claim or counterclaim by or in favor of the undersigned against Ground Lessee or any defense to or offset against the enforcement of the Ground Lease by Ground Lessee.

12. **No Litigation or Bankruptcy.** No action or proceeding instituted by Ground Lessee against Ground Lessor is pending in any court and there are no actions, voluntary or otherwise, pending or, to the best knowledge of the undersigned, threatened against the undersigned under the bankruptcy, reorganization, moratorium or similar laws of the United States, any state thereof or any other jurisdiction.

13. **No Other Proceedings.** Ground Lessor has not received any notice of any pending eminent domain proceedings or governmental actions or any judicial actions of any kind against Ground Lessor or against the Property.

14. **No Options.** Neither Ground Lessee nor any other third party has any option or preferential right to purchase all or any part of the Property.

15. **No Other Assignment.** Ground Lessor has received no notice, and is not otherwise aware of, any other assignment of Ground Lessee's interest in the Ground Lease and Ground Lessor has not assigned, conveyed, transferred or encumbered or mortgaged its interest in the Ground Lease or its fee interest in the Property.

16. **Successors and Assigns.** This Estoppel Certificate shall inure to the benefit of Purchaser, its successors and assigns (including but not limited to subsequent purchasers, lenders and title insurers), the Purchaser's lender, its successors and assigns, and Ground Lessor acknowledges that each may rely upon the statements contained herein in connection with Purchaser's purchase of the Ground Lessee's interest in the Ground Lease and shall be binding upon Ground Lessor, its administrators, personal representatives, successors and assigns.

17. **Power and Authority.** Ground Lessor and the person or persons executing this certificate on behalf of Ground Lessor have the power and authority to execute this certificate.

18. **Consent to Sale and Loan.** Ground Lessor, by its execution hereof, has consented to Ground Lessee's transfer and assignment of Ground Lessee's interest in the Ground Lease to Purchaser and to the Purchaser executing a leasehold mortgage and assignment of rents and leases for the benefit of the Purchaser's Lender.

19. **Address for Notice.** The address for any notice to be provided to Ground Lessor under the Ground Lease is as follows:

IN WITNESS WHEREOF, the undersigned Tenant has executed and delivered this Estoppel Certificate as of this ___ day of _____, 2016.

CITY OF MCALESTER, OKLAHOMA,
a Municipal Corporation

By: _____
Its: _____
Title: _____

Exhibit A to Estoppel Certificate

The Ground Lease including all amendments and supplements

This Instrument Prepared by:

Elizabeth Pfeiler Marriott
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603

After Recording Return to:

(For Recorder's Use Only)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of December ____ 2016 (the "**Agreement Date**"), by and among **THE CITY OF MCALESTER, OKLAHOMA**, a municipal corporation of Oklahoma (the "**Ground Lessor**"), whose address is _____, and **REGIONS BANK**, an Alabama banking corporation (the "**Leasehold Mortgagee**"), whose address is 10 South Wacker Drive, Suite 2575, Chicago, Illinois 60606;

RECITALS:

A. The Ground Lessor is the holder of fee title to that certain real property located at 100 Airport Road, McAlester, Oklahoma 74501 and more particularly described in **Exhibit A** attached hereto (the "**Property**").

B. DLI McAlester LLC, an Oklahoma limited liability company (the "**Assignor**") is the holder of a leasehold estate covering the Property (the "**Demised Premises**") pursuant to the terms of that certain Lease of Real Property dated as of January 23, 2001, by and between the Ground Lessor and the Assignor, recorded February 9, 2001, with the Pittsburg County, Oklahoma Recorder as Document No. 059897 in Book 001094, Pages 327-338 (the "**Ground Lease**").

C. Pursuant to an Assignment and Assumption of Ground Lease dated as of the Agreement Date, the Assignor is assigning all of its right, title and interest in, to and under the Ground Lease to UIRC-GSA VI McAlester, OK, LLC, a Delaware limited liability company (the “**Ground Lessee**”), and the Ground Lessee is assuming all of the obligations of the Assignor under the Ground Lease arising or accruing on and after the Agreement Date.

D. The Leasehold Mortgagee is making a loan to the Ground Lessee for the purchase of the Assignor’s interest in the Ground Lease, which loan shall be evidenced by that certain Promissory Note of the Ground Lessee dated the Agreement Date, in the principal amount of \$ _____, and shall be secured by, among other things, a Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of the Agreement Date (the “**Leasehold Mortgage**”), which Leasehold Mortgage shall constitute a lien on the Demised Premises.

E. Ground Lessor and the Leasehold Mortgagee desire to confirm their understanding with respect to the Ground Lease and the Leasehold Mortgage.

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Leasehold Mortgage now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Ground Lessor’s fee title to the property. The Leasehold Mortgage shall at no time be a lien on the Ground Lessor’s fee title to the Property unless such lien is expressly granted by the Ground Lessor. The Ground Lessor shall have no obligation to grant any such lien or to subordinate its fee interest in the Property to the Leasehold Mortgage.

2. The Ground Lessor’s fee interest in the Property shall not be interfered with or disturbed by the Leasehold Mortgagee during the term of the Ground Lease or any extension thereof duly exercised by the Ground Lessee.

3. If the interests of the Ground Lessee shall be transferred to or owned by the Leasehold Mortgagee by reason of judicial foreclosure, power-of-sale foreclosure or other proceedings brought by it, or deed in lieu of such foreclosure proceedings, or by any other manner, and the Leasehold Mortgagee succeeds to the interest of the Ground Lessee under the Ground Lease, then the Leasehold Mortgagee shall be bound to the Ground Lessor under all of the terms, covenants and conditions of the Ground Lease with the same force and effect as if the Leasehold Mortgagee were the tenant under the Ground Lease, and the Leasehold Mortgagee does hereby attorn to the Ground Lessor as its lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon the Leasehold Mortgagee’s succeeding to the interest of a Prior Tenant under the Ground Lease.

4. If the Leasehold Mortgagee shall succeed to the interest of the Ground Lessee as provided in Section 3 above:

(a) The Leasehold Mortgagee shall not become liable or responsible in any manner for any of the obligations of the Ground Lessee under the Ground Lease until the date it acquires ownership of the leasehold estate of the Ground Lessee under the Ground Lease and then shall only be liable or responsible for such obligations arising during the time it is the owner of such leasehold estate; and

(b) The Leasehold Mortgagee shall not be bound by any amendment or modification of the Ground Lease made after the Agreement Date without its consent and written approval.

All liability under the Ground Lease of Leasehold Mortgagee and any other party who, from time to time, shall be included in the definition of the term "Leasehold Mortgagee" hereunder shall be limited to its interest in the Demised Premises, and shall be without recourse to any of its property or assets other than the Demised Premises. Neither the Leasehold Mortgagee nor any other party who, from time to time, shall be included in the definition of the term "Leasehold Mortgagee" hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement or the Ground Lease after it ceases to own a leasehold interest in or to the Demised Premises.

5. The term "Leasehold Mortgagee" shall be deemed to include the Leasehold Mortgagee, any of its successors and assigns, including anyone who shall have succeeded to the lessor's interest under the Ground Lease by, through or under judicial foreclosure, or power-of-sale foreclosure or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure proceedings, or by any other manner.

6. The parties hereby acknowledge and agree as follows:

(a) The Demised Premises is currently subleased to the United States of America, acting by and through the General Services Administration (the "GSA"), pursuant to GSA Lease No. GS-07P-LOK17453 dated September 8, 2016, between the Assignor and the GSA (the "GSA Lease").

(b) The GSA Lease shall be deemed to be the "GSA Lease" referred to in Section 13.4 of the Ground Lease.

(c) The Leasehold Mortgage shall be a "Lender" and a "Mortgagee" as defined in Section 9.1 of the Ground Lease.

(d) This Agreement shall be the subordination, non-disturbance, and attornment agreement to be executed by the Leasehold Mortgagee, in its capacity as such Lender and such Mortgagee, as provided in Section 9.1 of the Ground Lease.

(e) The proper name of the Leasehold Mortgagee is as set forth in the first paragraph of this Agreement. The address of the Leasehold Mortgagee for notice purposes is set forth in Section 9 of this Agreement. The execution of this Agreement by the parties shall satisfy the requirement of Section 13.2 of the Ground Lease that the Ground Lessor be given notice by the Ground Lessee of the proper name and address of a Lender or Mortgagee, with the same effect as if the Ground Lessee had given such notice to the

Ground Lessor. From and after the Agreement Date, as provided in Section 13.2 of the Ground Lease --

(i) any notice by the Ground Lessor of a default by the Ground Lessee shall be given simultaneously to the Leasehold Mortgagee, such notice to be given in the manner provided in Section 18 of the Ground Lease, and

(ii) the Leasehold Mortgagee shall be entitled to the cure rights set forth in Section 13.2 of the Ground Lease, and the Ground Lessor shall accept performance by the Leasehold Mortgagee of any covenant, condition or agreement to be performed by the Ground Lessee.

(f) During the time that the Leasehold Mortgage is in effect, the Ground Lessor shall not accept or agree to any surrender, cancellation, termination or rejection of the Ground Lease by the Ground Lessee, and shall not agree to any modification or amendment of the Ground Lease, in each case without the prior written consent of the Leasehold Mortgagee.

(g) Notwithstanding any provision of the Ground Lease or of applicable law, at any time while the Leasehold Mortgage is in effect, in no event shall the Ground Lessor be entitled to, nor shall the Ground Lessor exercise any right it may have at law or in equity to, (i) reject the Ground Lease as an executory contract under the United States Bankruptcy Code or otherwise, (ii) obtain possession of, re-enter or re-let the Demised Premises or any portion thereof, or (iii) terminate the Ground Lease.

(h) In the event of the rejection of the Ground Lease by the Ground Lessee or a bankruptcy trustee in a bankruptcy proceeding, the Ground Lessor shall give notice thereof to the Leasehold Mortgagee, which notice shall be addressed to the Leasehold Mortgagee at the address last furnished to the Ground Lessor as provided in Section 13.2 of the Ground Lease.

(i) The provisions of this paragraph shall apply in the event of the rejection of the Ground Lease by the Ground Lessee or a bankruptcy trustee in a bankruptcy proceeding. If the Leasehold Mortgagee notifies the Ground Lessor in writing within 60 days after receiving written notice from the Ground Lessor of such rejection of the Ground Lease that the Leasehold Mortgagee desires to enter into a new lease, the Ground Lessor shall execute and deliver such new lease to the Leasehold Mortgagee in respect of the leasehold estate that was encumbered by the Leasehold Mortgage held by the Leasehold Mortgagee, for the remainder of the term of the Ground Lease, upon the terms and conditions provided for in the Ground Lease. Nothing contained herein shall be deemed to impose any obligation on the part of the Ground Lessor to deliver physical possession of the Property to the Leasehold Mortgagee, but the Ground Lessor shall cooperate with the Leasehold Mortgagee, by joining as a party in any appropriate action or proceeding, or otherwise, at the sole cost and expense of the Leasehold Mortgagee, and at no cost, expense or liability to the Ground Lessor for the purpose of enabling the Leasehold Mortgagee to obtain such possession of the Property. If at the time of any such rejection of the Ground Lease there is any mortgage made by the Ground Lessor encumbering the Property, any

such new lease and the leasehold estate created thereby shall continue to maintain the same priority as the Ground Lease with regard to any such mortgage on the Property or any part thereof or any other lien, charge or encumbrance thereon caused or made by the Ground Lessor.

7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

8. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

9. All notices and other communications provided for in this Agreement ("**Notices**") shall be in writing. The "**Notice Addresses**" of the parties for purposes of this Agreement are as follows:

Ground Lessor:

Leasehold Mortgagee:

Regions Bank
10 South Wacker Drive
Suite 2575
Chicago, Illinois 60606
Attention: Anne Hafer, Senior Vice President

or such other address as a party may designate by notice duly given in accordance with this Section to the other parties. A Notice to a party shall be effective when delivered to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by United States regular, certified or registered mail, or delivery by a commercial courier or delivery service. If the Notice Address of a party includes a facsimile number or electronic mail address, Notice given by facsimile or electronic mail shall be effective when delivered at such facsimile number or email address. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

**[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]**

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

“Ground Lessor”

THE CITY OF MCALESTER, OKLAHOMA

By _____
Printed Name: _____
Title: _____

“Leasehold Mortgagee”

REGIONS BANK

By _____
Anne Hafer, Senior Vice President

35899060.2
11-21-16

EXHIBIT A
LEGAL DESCRIPTION

Council Chambers
Municipal Building
November 22, 2016

The McAlester Airport Authority met in Regular session on Tuesday November 22, 2016, at 6:00 P.M. after proper notice and agenda was posted November 17, 2016.

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

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

- Approval of the Minutes from the November 8, 2016, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending November 15, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$2.625.55.

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

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

Chairman Browne declared the motion carried.

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

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

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

Chairman John Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
November 22, 2016

The McAlester Public Works Authority met in Regular session on Tuesday November 22, 2016, at 6:00 P.M. after proper notice and agenda was posted November 17, 2016.

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

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

- Approval of the Minutes from the November 8, 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 November 15, 2016. *(Toni Ervin, Chief Financial Officer)* in the amount of \$327,499.13.
- Confirm action taken on City Council Agenda Item C, ratification of Change Order #1 to H & G Paving Contractors for Village Boulevard Street Improvements in the amount of \$20,235.00 adding five (5) days to the Substantial Completion date pursuant to Resolution 15-14, dated November 13, 2015. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, authorization for the Mayor to sign loan documents from First National Bank which is for Phase I of the AMI Project: (UTS) Utility Technology Services, Inc. This Project and funding was discussed on March 8th and approved acceptance on bidding August 23rd. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, an ordinance amending the Code of Ordinances, City of McAlester, Oklahoma amending Section 18-51 and repealing all conflicting ordinances. *(Leroy Alsup, Director Community & Economic Development, George Estrada, Building Inspector)*

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

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

Chairman Browne declared the motion carried.

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

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

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary