



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, June 26, 2018 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

John Browne	Mayor
Weldon Smith	Ward One
Cully Stevens, Interim Vice Mayor	Ward Two
Travis Read	Ward Three
James Brown	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

RECOGNITION AND AWARDS

Employee of the Month for June, 2018 is Patrolman Jack Suter of the McAlester Police Department. *(John Browne, Mayor)*

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 May 22, 2018, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 6, 2018 through June 19, 2018. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000. *(Pam Pulchny, Executive Director)*
- D. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2018/2019 funding in the amount of \$50,000. *(Peter Stasiak, City Manager)*
- E. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000. *(Stephanie Giacomo, Executive Director)*
- F. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Main Street for funding for the 2018/2019 fiscal year in the amount of \$30,000 as per the approved 2018/2019 Budget and to authorize the Mayor to sign an amended contract showing this amount. *(Peter Stasiak, City Manager)*
- G. Consider and act upon, authorizing the Mayor to ratify and approve an Agreement between McAlester Public Works Authority and Inframark LLC (formerly known as Severn Trent Environmental Services, Inc.) to Manage, Operate and Maintain the Water Treatment Plant. *(Peter Stasiak, City Manager)*

- H. Consider and act upon, authorizing the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester. *(Mel Priddy, Community Services Director)*
- I. Consider and act upon, authorizing the Mayor to ratify and approve the annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website. *(James Stanford, IT Computer Support Specialist)*
- J. Consider and act upon, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services. *(James Stanford, IT Computer Support Specialist)*
- K. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung OfficeServ 7100 Digital Telephone System and iDCS Telephone sets located at Main Fire Station, 607 Village Blvd. *(James Stanford, IT Computer Support Specialist)*
- L. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall. *(James Stanford, IT Computer Support Specialist)*
- M. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester. *(James Stanford, IT Computer Support Specialist)*
- N. Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung Telephone System KSU and IP Telephone sets Installed on 11/18/13. Warranty has expired. *(James Stanford, IT Computer Support Specialist)*
- O. Consider and act upon, authorizing the Mayor to sign an Agreement for the 2018 Junior Sunbelt Classic between McAlester Public Schools and the City of McAlester for funding in the amount of \$15,000. *(Peter Stasiak, City Manager)*
- P. Consider and act upon, approval of an additional seventeen (17) days of annual leave to be added to the leave balances of City Manager Peter J. Stasiak, retroactively effective as of June 14, 2018. *(John Browne, Mayor)*
- Q. Consider and act upon, authorizing the Mayor to sign the agreement for Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*

- R. 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 support of a full time office and Executive Director position for MDSS. This contract includes shared funding with the MDSA for FY 2018-2019. *(Kevin Priddle, MDSA)*

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.

A PUBLIC HEARING ON STRUCTURES DEEMED BY CITY STAFF TO BE DILAPIDATED BY REASON OF DETERIORATION, AGE OR OBSOLESCENCE, INADEQUATE PROVISION OF VENTILATION, LIGHT, AIR OR SANITATION, NEGLECT, NEED OF REPAIR, OR ACCUMULATION OF DEBRIS, WHERE THE SAME CONSTITUTES A DANGER TO THE SAFETY OF THE NEIGHBORHOOD.

SCHEDULED BUSINESS

1. Consider and act upon, adopting the Citizen's Participation Plan for the FY-2018 CDBG Project. *(Millie Vance, Grant Writer)*

Executive Summary

Motion to approve Citizen's Participation Plan for FY-2018 CDBG Project.

2. Consider and act upon, adopting a Resolution to apply for FY-2018 CDBG Grant. *(Millie Vance, Grant Writer)*

Executive Summary

Motion to adopt a Resolution to apply for FY-2018 CDBG Grant.

3. Consider and act upon, adopting a Resolution on Leveraged/Matching funds for the FY-2018 CDBG Projects. *(Millie Vance, Grant Writer)*

Executive Summary

Motion to adopt a Resolution on Leveraged/Matching funds for FY-2018 CDBG Projects..

4. Consider and act upon, adopting a Residential Anti-Displacement Plan for the FY-2018 CDBG Sewer Line Replacement Project. *(Millie Vance, Grant Writer)*

Executive Summary

Motion to adopt a Residential Anti-Displacement Plan for FY-2018 CDBG Sewer Line Replacement Project.

5. Approval and Reading of the 2018 Fair Housing Proclamation. (*Millie Vance, Grant Writer*)

Executive Summary

Motion to approve the 2018 Fair Housing Proclamation.

6. Consider and act upon, approval and authorizing the Mayor to sign a Contract with Millie Vance Incorporated to prepare the FY-2018 CDBG grant application and to administer the project. (*Millie Vance, Grant Writer*)

Executive Summary

Motion to approve and authorize the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2018 CDBG grant application and administer project.

7. Final Training item for the Oklahoma Municipal Assurance Group's OMAG Municipal Liability Protection Plan (MLPP) **Recognition Program**. (*Cora Middleton, City Clerk*)

Executive Summary

Watch OMAG video of review of Insurance Declarations page.

8. Consider and act upon, approval of resolution requesting participation in the OMAG Recognition Program. (*Cora Middleton, City Clerk*)

Executive Summary

Motion to approve resolution requesting participation in the OMAG Recognition Program.

9. Consider and act upon, to authorize the execution of a Professional Services Agreement with The Spectrum Group to provide technical and logistical assistance to establish the goals, objectives, and timing of the 2018 Annual Stampede Event and to provide Legislative/Department of Defense monitoring and advocacy services. (*Kirk Ridenour, Economic Development Director*)

Executive Summary

Staff recommends approval of a FY19 Professional Services Agreement with The Spectrum Group.

10. Consider and act upon, a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public. (*Jayme Clifton, Director, George Estrada, Building Inspector*)

Executive Summary

Motion to approve a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

11. Consider and act upon, authorizing the Mayor to sign Change Order # 1 from Built Right Construction, LLC in the amount of \$2,660.32 and an additional 3 days. The additional work is to add 4 linear feet of Concrete Canal Wall and Footing for the Canal Wall Repair, Kiowa Avenue and 8th Street Project. *(Robert Vaughan, Infrastructure Solutions Group)*

Executive Summary

Motion to authorize the Mayor to sign Change Order #1 from Built Right Construction, LLC in the amount of \$2,660.32 and an additional 3 days. The additional work is to add 4 linear feet of Concrete Canal Wall and Footing for the Canal Wall Repair, Kiowa Avenue and 8th Street Project.

12. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 1 - Final and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Repair, 703 S. 12th Street and accept the project as completed. *(Robert Vaughan, Infrastructure Solutions Group)*

Executive Summary

Motion to authorize the Mayor to sign the Contractor's Final pay Estimate No. 1 - Final in the amount of \$21,275.00 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Repair, 703 S. 12th Street and accept the project as completed.

13. Consider and act upon, a resolution amending the City's Fire, Police, and Non-Uniform pay scale to reflect a 3% increase for Fiscal Year 2018-2019. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Staff recommends motion to approve resolution amending the City's Fire, Police, and Non-Uniform Pay scale to increase 3% for Fiscal Year 2018-2019.

14. Discussion on Monthly Financial update. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Discussion

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 12, 2018, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 19, 2018. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item Q, authorizing the Mayor to sign the agreement for Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 13, a resolution amending the City's Fire, Police, and Non-Uniform pay scale to reflect a 3% increase for Fiscal Year 2018-2019. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 12, 2018, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B regarding claims ending June 19, 2018. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item G, authorization for the Mayor to ratify and approve an Agreement between McAlester Public Works Authority and Inframark LLC (formerly known as Severn Trent Environmental Services, Inc.) to Manage, Operate and Maintain the Water Treatment Plant. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item Q, authorizing the Mayor to sign the agreement for Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 1, adoption of the Citizen's Participation Plan for the FY-2018 CDBG Project. *(Millie Vance, Grant Writer)*
- Confirm action taken on City Council Agenda Item 2, adoption of a Resolution to apply for FY-2018 CDBG Grant. *(Millie Vance, Grant Writer)*
- Confirm action taken on City Council Agenda Item 3, adoption of a Resolution on Leveraged/Matching funds for the FY-2018 CDBG Projects. *(Millie Vance, Grant Writer)*
- Confirm action taken on City Council Agenda Item 4, adoption of a Residential Anti-Displacement Plan for the FY-2018 CDBG Sewer Line Replacement Project. *(Millie Vance, Grant Writer)*
- Confirmation action taken on City Council Agenda Item 5, approval and reading of the 2018 Fair Housing Proclamation. *(Millie Vance, Grant Writer)*
- Confirm action taken on City Council Agenda Item 6, approval and authorization for the Mayor to sign a Contract with Millie Vance Incorporated to prepare the FY-2018 CDBG grant application and to administer the project. *(Millie Vance, Grant Writer)*
- Confirm action taken on City Council Agenda Item 11, authorization for the Mayor to sign Change Order # 1 from Built Right Construction, LLC in the amount of \$2,660.32 and an additional 3 days. The additional work is to add 4 linear feet of Concrete Canal Wall and Footing for the Canal Wall Repair, Kiowa Avenue and 8th Street Project. *(Robert Vaughan, Infrastructure Solutions Group)*
- Confirm action taken on City Council Agenda Item 12, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 1 - Final and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Repair, 703 S. 12th Street and accept the project as completed. *(Robert Vaughan, Infrastructure Solutions Group)*
- Confirm action taken on City Council Agenda Item 13, a resolution amending the City's Fire, Police, and Non-Uniform pay scale to reflect a 3% increase for Fiscal Year 2018-2019. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 22, 2018 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of June, 2018. (*Toni Ervin, Chief Financial Officer*)

ADJOURN MRTA

EXECUTIVE SESSION

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

- Consider and Act to convene in executive session pursuant to Title 25 O.S. § 307(B)(4) for confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, more particularly claim # 203169.
- Consider and Act to convene in executive session pursuant to Title 25 O.S. § 307(B)(1) for confidential communications between a public body and its attorney to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee, more particularly City Clerk, Cora Middleton.

RECONVENE INTO OPEN SESSION

- Consider and Act regarding claim # 203169.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2018 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, May 22, 2018, at 6:00 P.M. after proper notice and agenda was posted, May 21, 2018 at 2:13 P.M.

Call to Order

Mayor Browne called the meeting to order.

Councilman Buddy Garvin 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, Buddy Garvin, Jason Barnett & John Browne

Absent: None

Presiding: John Browne, Mayor

Staff Present: Peter Stasiak, City Manager; Jayme Clifton, Community Development Director; David Horinek, Public Works Director; Mel Priddy, Community Services Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Recognition and Awards

Mayor Browne presented Patrolman Jonathan O'Dell of the McAlester Police Department as May, 2018 Employee of the Month. Officer O'Dell 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.

There were no citizen comments.

Consent Agenda

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

- A. Approval of the Minutes from the April 24, 2018, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)

- B. Approval of the Minutes from the May 8, 2018, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for May 2, 2018 through May 15, 2018. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$107,566.20; Parking Authority - \$184.97; Nutrition - \$2,590.08; Employee Retirement - \$11,235.00; Tourism fund - \$2,367.62; SE Expo Center - \$22,335.82; E-911 - \$20,45.57; Economic Development - \$8,151.00; Grants & Contributions - \$166.62; Fleet Maintenance - \$14,637.71; Worker's Compensation - \$941.68; Technology Fund - \$20,047.32 and Stormwater Fund - \$36,488.83.
- D. Accept and place on file the Oklahomans for Independent Living 3rd^d Quarter report for the months of January through March, 2018. *(Pam Pulchny, Executive Director)*
- E. Consider and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(Peter Stasiak, City Manager)*
- F. Consider and act upon, a request from the Pittsburg County Chapter NAACP to use the Michael J. Hunter Park, 14th and Chickasaw, Oklahoma on Saturday, June 16, 2018 from 9:00 a.m. until 5:00 p.m. to hold the Juneteenth Celebration. *(Cora Middleton, City Clerk)*
- G. Consider and act upon, authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000. *(Peter Stasiak, City Manager)*
- H. Consider and act upon, authorizing the Mayor to sign an agreement with "Feed the Need Foundation for Rural Oklahoma" (KEDDO) for funding of the City of McAlester's Title III nutrition centers. *(Mel Priddy, Community Services Director)*
- I. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000. *(Stephanie Giacomo, Executive Director)*
- J. Consider and act upon, receipt of the Permit No. WL000061180056 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 3,250 linear feet of six (6) inch HDPE and PVC potable water line and all appurtenances to serve the 2017 CDBG Water System Improvements for the City of McAlester. *(Dalton Carlton, Utility Maintenance)*
- K. Consider and act upon, approval of Ward 4 Councilman James Brown attending the New Municipal Officials Institute on June 28, 2018 at the Tulsa Tech, Lemley Campus in Tulsa, OK. *(Cora Middleton, City Clerk)*

Manager Stasiak requested Items “G and I” be removed for individual consideration

A motion to approve the Consent Agenda items “A through F and H, J and K” was made by Councilman Read and seconded by Councilman Stevens.

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

AYE: Councilman Read, Stevens, Smith, Brown, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

Items Removed from Consent Agenda

- G. Consider and act upon, authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000. *(Peter Stasiak, City Manager)*
- I. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000. *(Stephanie Giacomo, Executive Director)*

Manager Stasiak stated that these two (2) agreements had been placed on the agenda prior to the approval of the Budget. He then asked that they be pulled.

There was no vote on these items.

A motion to open the Public Hearing on the proposed Budget for fiscal year 2018/2019 was made by Councilman Read and seconded by Councilman Brown.

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

AYE: Councilman Read, Brown, Stevens, Garvin, Barnett, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:08 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.

A PUBLIC HEARING ON THE PROPOSED BUDGET FOR FY 2018/2019 FOR THE CITY OF MCALESTER.

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

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

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:08 P.M.

Scheduled Business

1. Consider and act upon, Building Demolition & Site Clearance Contracts with Henry Moss dba Moss Trucking in the sum of \$5,985.00. (*Jayme Clifton, Community & Economic Development Director*)

Executive Summary

Motion to award Building Demolition & Site Clearance Contracts with Henry Moss dba Moss Trucking in the sum of \$5,985.00 and to authorize the Mayor to execute the respective Building Demolition & Site Clearance Contract.

Director Clifton addressed the Council explaining that on January 23, 2018 the Council had condemned three (3) dilapidated structures and of those only one (1), at 712 S. 8th Street, was left to demolish. She added that bids for demolition of the structure at 712 S. 8th Street were opened on May 8, 2018 with Henry Moss dba Moss Trucking being the lowest most qualified bidder. She added that the balance for demolition funding was \$12,608.00.

There was no discussion, and a motion award Building Demolition & Site Clearance Contracts with Henry Moss dba Moss Trucking in the sum of \$5,985.00 and to authorize the Mayor to execute the respective Building Demolition & Site Clearance Contract was made by Councilman Garvin. The motion was seconded by Councilman Brown and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

2. Consider and act upon, accepting the bid amount of \$39,905.00 from Built Right Construction, LLC, and authorizing the Mayor to sign the Notice of Award for the Canal Wall Repair, 8th and Kiowa Avenue. (*Robert Vaughan, Infrastructure Solutions Group, LLC*)

Executive Summary

The recommendation is to accept the bid from Built Right Construction, LLC for a total of \$39,905.00 and authorize the Mayor to sign the Notice of Award for the Canal Wall Repair, 8th & Kiowa Avenue.

Robert Vaughan, P.E. Branch Manager Infrastructure Solutions Group, LLC addressed the Council informing them that on May 9, 2018 the City opened three (3) bids for the Canal Wall repair at 8th and Kiowa Avenue. He explained that Built Right Construction, LLC, was the apparent low bidder. He added that this was the third contract that Built Right would be doing for the City and there had not been any problems.

A motion was made by Interim Vice-Mayor Stevens and seconded by Councilman Brown to accept the bid from Built Right Construction, LLC for a total of \$39,905.00 and authorize the

Mayor to sign the Notice of Award for the Canal Wall Repair, 8th & Kiowa Avenue. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Stevens, Brown, Garvin, Barnett, Smith, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, Amendment No. 3 to the consulting and design services agreement for AIP Project 3-40-0057-016-2018 (Rehabilitate Runway 2/20 and Connecting Taxiways) with LBR, Inc. (*David Horinek, Public Works Director*)

Executive Summary

Motion to approve and authorize the Mayor to sign Amendment No. 3 to the consulting and design services agreement to provide construction administration and testing services for the Rehabilitation of Runway 2/20 and Connecting Taxiways AIP Project 3-40-0057-016-2018 at the McAlester Airport.

Director Horinek addressed the Council explaining this item was to amend the consulting and design services agreement with LBR, Inc. for the airport project that would rehabilitate the runway at the Airport. He then explained how the grant would be paid by the Federal Aviation Administration (FAA), the Oklahoma Aeronautical Commission and the City of McAlester.

Manager Stasiak asked that the Council be informed of what stage the project was at, a cost standard and why it was important to repair the runway.

Tyler McDonald, P.E. Vice-President LBR, Inc. Airport Consultants informed the Council that two (2) bids had been opened last week and both bids were lower than the Engineer's estimate. He explained that FAA had \$3.8 million in place for the project but the City needed about \$4.6 million. He added that the City was competing for the rest of the funding and he felt that the City would receive the additional funding. He stated that as soon as the money comes in the City could award the contract. He then explained that the concrete of the runway was different ages and was deteriorating. He added that once this project was complete only maintenance would need to be done to the runway for a long time.

There was a brief discussion concerning the number of planes that come into the Airport regularly.

Motion was made by Councilman Garvin to approve and authorize the Mayor to sign Amendment No. 3 to the consulting and design services agreement to provide construction administration and testing services for the Rehabilitation of Runway 2/20 and Connecting Taxiways AIP Project 3-40-0057-016-2018 at the McAlester Airport. The motion was seconded by Councilman Smith. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Smith, Barnett, Stevens, Read, Brown & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

Motion to approve the cost of painting the McAlester Fire Departments 2010 Freightliner and 5,000 gallon potable water tank. The cost of the painting not to exceed \$2300.00. Payment will be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Manager Stasiak addressed the Council explaining that Chief Brewer was out at a fire scene. He then explained that the City had recently acquired a 2010 Freightliner and a 5,000 gallon potable water tank from the forestry service. He stated that these two (2) items would be painted and the funds to pay for this expense would come from the City's portion of the County quarter cent excise tax for fire services.

Councilman Read moved to approve the cost of painting the McAlester Fire Departments 2010 Freightliner and 5,000 gallon potable water tank. The cost of the painting not to exceed \$2300.00 and paid with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. The motion was seconded by Councilman Smith.

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

AYE: Councilman Read, Smith, Stevens, Brown, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

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

Executive Summary

Discussion.

Manager Stasiak addressed the Council presenting them with the financial update as of May 31, 2018. He explained that CFO Ervin was on vacation this week. Manager Stasiak then reviewed the General Fund stating that the year was 83.33% completed and revenues were half a percent (.5%) over budget and expenses were one and a half (1.5%) under budget. He stated that the MPWA Fund revenues were one and a half percent (1.5%) under budget and expenses were about three percent (3%) under budget. He added that the accounts were being carefully watched and the budget was being successfully controlled by managing expenses.

There was a brief discussion of any type of back end flow, how large payments at the first of the fiscal year were averaged out over the entire year and what months were represented in the May information.

Manager Stasiak then reviewed the Sales tax receipts, Use tax receipts and water sales.

There was discussion concerning the Highway Reconstruction project, how the Council has been blamed for the businesses alleged loss of revenue, informing the citizens that the project had not as adversely affected business and furnishing the general sales tax information.

There was no vote on this item.

6. Consider and act upon, authorizing the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the next 3 fiscal years of 2018-2019, 2019-2020, and 2020-2021. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to authorize the Mayor to sign the Engagement Letter with Finley & Cook, PLLC.

Manager Stasiak addressed the Council informing them that the Audit & Finance Advisory Committee had met on May 16, 2018 and reviewed the RFPs for audit services. Their recommendation was to use Finley & Cook, PLLC. He added that the City could not sign an agreement for three (3) years but could enter into an engagement letter and annually ratify that letter.

There was no further discussion, and a motion to authorize the Mayor to sign the Engagement Letter with Finley & Cook, PLLC was made by Councilman Read. The motion was seconded by Councilman Smith, and the vote was taken as follows:

AYE: Councilman Read, Smith, Brown, Garvin, Barnett, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

New Business

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

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that the Highway project was coming to conclusion this week and once the striping was completed the contractor would be out of the area. He stated that the Cardinal Lane Stormwater project had run into some problems when the City attempted to replace the asphalt, he explained how the City would address those issues, the Summer work schedules would begin next week with some employees coming in at 6:00 A.M. and leaving at 2:00 P.M. and 2:30 P.M. and yesterday the City was hit with a virus that took out all five (5) servers. He stated that the City has lost all data from Sunday morning to yesterday at 3:00 P.M. He added that Wave 11 had been called in to help analyze the computers and locate all infected machines.

Remarks and Inquiries by City Council

There were no comments from the Council.

Mayor's Comments and Committee Appointments

Mayor Browne congratulated all graduating seniors and urged everyone to be safe during the upcoming Memorial Day weekend.

Recess Council Meeting

Councilman Read moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Stevens.

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

AYE: Councilman Read, Stevens, Brown, Garvin, Barnett, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 6:43 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 6:45 P.M.

A motion was made by Councilman Read to recess the Regular Meeting for an Executive Session in accordance with Title 25, Section 307.B.2 to discuss negotiations concerning employees and representatives of employee groups: FOP and IAFF and Section 307.B.1 to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak. The motion was seconded by Councilman Stevens. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Stevens, Smith, Brown, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Regular Meeting was recessed at 6:46 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1 & B.2 et.seq. Oklahoma Statutes, to wit:

- Proposed Executive Session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: FOP
- Proposed Executive Session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: IAFF
- Proposed Executive Session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak

Reconvene Into Open Session

The Regular Meeting was reconvened at 7:32 P.M. Mayor Browne reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Section 307.B.2 to discuss negotiations concerning employees and representatives of employee groups: FOP and IAFF and Section 307.B.1 to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak. Only those matters were discussed, no action was taken and the Council returned to open session at 7:32 P.M., and this constitutes the Minutes of the Executive Session.

- Consider and act upon, the proposed FOP Contract.

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

AYE: Councilman Read, Smith, Stevens, Brown, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

- Consider and act upon, the evaluation and contract of City Manager, Peter Stasiak.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the evaluation and contract of City Manager, Peter Stasiak. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Brown, Garvin, Barnett, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried

- Consider and act upon, the proposed IAFF Contract.

Mayor Browne stated that the Council would wait to vote on the IAFF until the actual language was written down. He added that everything seemed to be in agreement.

Adjournment

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

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

AYE: Councilman Smith, Read, Brown, Garvin, Barnett, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 7:33 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**June 6, 2018
Thru
June 19, 2018**

PACKET : 16502 16504 16594 16598
VENDOR SET: Null
FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	CHUCK COURTS	I-201806140937	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-CLASS IN DURANT	087829	82.84
	KAREN BOATRIGHT	I-201806180947	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OMCCA CONF STILLWAT	087830	210.33
	RODNEY LEAMY	I-201806200958	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-OSFA CONF TULSA	087831	162.28
01-A00154	PROPHET EQUITY II-B					
		I-5895677	01 -5865312	EQUIPMENT REM OFFIC RENTAL-STREETS	087832	318.87
01-A00267	ATRGAS, INC					
		I-9076765958	01 -5432203	REPAIR & MAIN EMS OXYGEN	087834	311.19
		I-9953860459	01 -5432203	REPAIR & MAIN EMS OXYGEN	087834	622.18
01-A00280	ALERT-ALL CORP.					
		I-218060108	01 -5431329	PROMOTIONAL PROMOTIONAL SUPPLIES	087835	390.00
01-A00355	ALL PAWN & SURPLIES					
		I-17-01879	01 -5321202	OPERATING SUP 223 CALIBER BLANKS	087837	69.30
01-A00362	VYVE BROADBAND					
		I-201806070918	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CTR	087782	83.64
		I-201806070918	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP	087782	62.95
		I-201806070918	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	087782	89.95
		I-201806130927	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	087801	62.95
		I-201806130927	01 -5542328	INTERNET SERV INTERNET SVS-PARKS	087801	77.63
		I-201806130927	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	087801	77.64
		I-201806130927	01 -5865328	INTERNET SERV INTERNET SVS-STREETS	087801	77.63
01-A00500	AMERICAN MUNICIPAL SERV					
		I-APRIL 2018	01 -2105	COLLECTION AG COLLECTIONS PAYABLE	087839	9,202.86
		I-APRIL 2018	01 -2105	COLLECTION AG COLLECTIONS PAYABLE	087839	0.40
01-A00751	ATWOODS					
		I-4410/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	50.52
		I-4412/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	21.98
		I-4417/9	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	519.80
		I-4429/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	17.96
		I-4435/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	47.97
		I-4436/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	83.97
		I-4437/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	31.99
		I-4458/9	01 -5431204	SMALL TOOLS MISC SUPPLIES	087840	53.92
		I-4471/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087840	45.95
01-B00180	UNION IRON WORKS, INC.					
		I-S2066790.002	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	76.89
		I-S2072738.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	22.10
		I-S2072738.002	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	113.33
		I-S2073688.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	8.29
		I-S2074504.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	14.87
		I-S2074538.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	51.76

PACKET : 16502 16504 16594 16598

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-B00180	UNION IRON WORKS, INC.	continued				
		I-S2075020.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	60.28
		I-S2075120.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	368.14
		I-S2075847.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087842	105.94
01-B00388	BOBBIE VINSON					
		I-201806190950	01 -5544308	CONTRACT LABO REING RECREATION EXP	087844	47.97
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2360130.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087846	663.16
		I-S2363544.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087846	91.47
		I-S2367048.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087846	171.54
		I-S2367991.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087846	156.66
		I-S2368064.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087846	56.98
		I-S2368719.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087846	5.04
		I-S2370164.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087846	199.82
01-C00046	C D W GOVERNMENT, INC					
		I-MWQ8322	01 -5225330	DUES & SUBSCR SSL CERT & EMAIL RENEWAL	087848	979.54
01-C00100	CLEET					
		I-MAY 2018	01 -2100	CLEET PAYABLE CLEET PAYABLE	087785	5,152.33
01-C00149	CANON FINANCIAL SERVICE					
		I-10741163	01 -5215312	EQUIPMENT REN PRINTER LEASE-UB&C	087803	101.00
		I-10741163	01 -5321308	CONTRACTED SE COPIER LEASE-POI/CTD	087803	306.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-STIPE	087786	240.79
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-1600 E COLLEGE	087786	32.42
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-FIRE STAT 3	087786	26.39
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-CITY HALL	087786	92.11
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-CEMETERY	087786	136.58
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-OAK HILL CEM	087786	37.16
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-MAINT SHOP	087786	138.92
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-LIBRARY	087786	89.27
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-802 E HARRISON	087786	29.55
		I-201806070919	01 -5215314	GAS UTILITY GAS UTILITY-FIRE STAT 2	087786	43.36
01-C00431	CHIEF SUPPLY CO					
		I-29621	01 -5321202	OPERATING SUP SUPPLIES	087849	218.50
01-C00472	CLYIC PLUS					
		I-171848	01 -5225330	DUES & SUBSCR SSL CERT/WEBSITE RENEWALS	087851	100.00
01-C00530	CMT INC					
		I-8013531	01 -5321202	OPERATING SUP INTOXILYZER 500	087852	359.00
01-D00166	DAVID SEXTON					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00166	DAVID SEXTON		continued			
		I-201806190954	01 -5544308	CONTRACT LABO 3MPIRE 5 GAMES	087855	125.00
01-D00233	SONICWALL SERVICES (CON					
		I-CR1797841	01 -5225330	DUES & SUBSCR SERVER SECURITY FIREWALL	087856	400.00
01-D00684	DR. JASON MCELYEA					
		I-201806140939	01 -5432308	CONTRACTED SE CONTRACT EMS SVS-5/16-5/31/18	087873	1,071.00
		I-201806190949	01 -5432308	CONTRACTED SE CONTRACT SVS-6/01-6/15/2018	087873	1,071.00
01-F00169	EDWARD HARRINGTON					
		I-HARRINGTON CLAIM	01 -5215323	DAMAGES REIMB VEHICLE DAMAGE	087874	569.19
01-F00037	FASTENAL					
		I-164300	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087880	41.50
		I-164332	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087880	2.56
		I-165101	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087880	26.63
		I-OKMCA165374	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	087880	29.14
01-G00490	GRISSOM IMPLEMENT INC					
		C-679918	01 -5542339	VEHICLE/EQUIP REPAIR PARTS	087886	11.51-
		I-688190	01 -5542339	VEHICLE/EQUIP REPAIR PARTS	087886	45.08
01-H00132	HENRY MOSS TRUCKING					
		I-2036	01 -5652318	ABATEMENTS CONTRACT ABATEMENT CLEANI	087887	726.00
		I-2037	01 -5652318	ABATEMENTS CONTRACT ABATEMENT CLEANI	087887	711.00
		I-2038	01 -5652318	ABATEMENTS CONTRACT ABATEMENT CLEANI	087887	392.00
		I-2039	01 -5652318	ABATEMENTS CONTRACT ABATEMENT CLEANI	087887	98.00
		I-2040	01 -5652318	ABATEMENTS CONTRACT ABATEMENT CLEANI	087887	98.00
		I-2041	01 -5652318	ABATEMENTS CONTRACT ABATEMENT CLEANI	087887	490.00
01-H00223	CLEVELAND PETROLEUM PRO					
		I-129426	01 -5542212	FUEL EXPENSE DIESEL FOR PARKS SHOP	087888	2,064.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-1428	01 -5215202	OPERATING SUP OFFICE SUPPLIES	087889	8.00
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-201806190948	01 -5432308	CONTRACTED SE CONTRACTED EMS SVS	087890	3,228.50
01-I00120	TYLER TECHNOLOGIES					
		I-025-226899	01 -5213336	FEES SUPPORT FEES-COURT	087891	200.00
		I-025-226899	01 -5225349	SOFTWARE MAINT SUPPORT FEES-IT	087891	220.50
01-J00110	JACKIE BRANNON CORR. CT					
		C-CR-JUNE2018PKWY	01 -5542308	CONTRACTED SE CREDIT FOR INCORRECT PMT	087893	600.00-
		I-JUNE2018PKWY	01 -5542308	CONTRACTED SE INMATE FEES-PARKS	087893	600.00
01-J00121	JAMESCO ENTERPRISES, LL					

PACKET : 16582 16584 16594 16598

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00121	JAMESCO ENTERPRISES, LL	continued				
	I-18333	01 -5542203	REPAIRS & MAJ JANITORIAL SUPPLIES	087894	1,144.67	
01-L00325	LIBERTY FLAGS INC					
	I-85503	01 -5542203	REPAIRS & MAJ FLAGS FOR PARKS	087898	291.60	
01-L00428	LOWE'S CREDIT SERVICES					
	C-09419	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	6.30	
	C-12717	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	7.55	
	I-02415	01 -5548703	REPAIRS & MAJ MISC REPAIR/MAINT ITEMS	087899	97.59	
	I-06590	01 -5431202	OPERATING SUP OPERATING SUPPLIES	087899	64.83	
	I-08232	01 -5431202	OPERATING SUP OPERATING SUPPLIES	087899	14.64	
	I-13685	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	35.96	
	I-14149	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	24.69	
	I-14734	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	72.60	
	I-906925	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	87.01	
	I-906927	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	59.98	
	I-9906988	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	087899	163.58	
01-MC0030	MC CLENDON GREENHOUSE					
	I-370289	01 -5210480	CONTINGENCY MULCH FOR FLOWER BEDS	087901	80.00	
01-MC0098	MCAFFEE & TAFT					
	I-539284	01 -5210302	CONSULTANTS/L LEGAL FEES	087903	75.00	
	I-539285	01 -5210302	CONSULTANTS/L LEGAL FEES	087903	5,000.00	
	I-539286	01 -5210302	CONSULTANTS/L LEGAL FEES	087903	150.00	
01-MC0140	MCALESTER PAINT & SUPPL					
	I-00132520	01 -5543206	CHEMICALS CHEMICALS FOR POOLS	087904	8,149.38	
	I-00132558	01 -5543316	REPAIRS & MAJ CONCRETE @ POOLS	087904	2,900.00	
	I-00132676	01 -5543202	OPERATING SUP LIFE GUARD SUPPLIES	087904	1,464.92	
	I-00133975	01 -5543316	REPAIRS & MAJ PATCH CEILING @ JEFF LEE	087904	449.00	
01-MC0170	MCALESTER REGIONAL HOSP					
	I-CITYLAB 5/31/16	01 -5653348	DRUG TESTING/ DRUG SCREENINGS	087905	1,997.00	
01-MC0200	MCALESTER SCOTTISH RITE					
	I-700640	01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	087906	485.00	
01-M00181	NAT'L OCCUPATIONAL HEAL					
	I-1030963	01 -5431305	PHYSICALS HAZMAT PHYSICALS	087907	10,000.00	
01-000219	OKLA BUREAU OF NARCOTIC					
	I-201806070921	01 -2103	ORN PAYABLE (ORN PAYABLE	087787	35.00	
01-000358	OKLA ST DEPT OF HEALTH					
	I-CRANT EMT 2018	01 -5432330	DUES & SUBSCR EMT LIC FEE-I. GRANT	087915	85.00	
01-000380	OKLA ST FIREFIGHTERS AS					

PACKET : 16582 16584 16594 16598

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000380	OKLA ST FIREFIGHTERS AS	continued				
		I-14537	01 -5431331	EMPLOYEE TRAV OSPA REGISTRATION FEE	087916	240.00
01-000427	OKLA UNIFORM BUILDING C					
		I-MAY2018	01 -5652336	FEES BUILDING PERMIT FEES	087807	140.00
01-000595	OSRT					
		1-MAY 2018	01 -2101	AFIS PAYABLE AFIS PAYABLE	087788	4,021.17
		1-MAY 2018	01 -2102	FORENSICS PAY FORENSIC PAYABLE	087788	4,620.14
01-P00329	PATRICK WALLING DBA PIT					
		I-10969	01 -5542203	REPAIRS & MAJ REPAIR PARTS FOR NUT DOOR	087918	65.00
		I-9954	01 -5542203	REPAIRS & MAJ REPAIR PARTS FOR NUT DOOR	087918	209.95
01-P00510	PRO-KIL, INC					
		I-173619	01 -5215323	DAMAGES TERMITE TREATMENT	087919	360.00
		I-173687	01 -5542308	CONTRACTED SE PEST CONTROL-W KIOWA	087919	68.00
		I-173688	01 -5544308	CONTRACT LABO PEST CONTROL-SBC	087919	106.00
		I-173851	01 -5542308	CONTRACTED SE PEST CONTROL-W KIOWA	087919	126.00
		I-173867	01 -5546203	REPAIRS & MAJ PEST CONTROL-CITY BLDGS	087919	176.00
01-P00560	PSO/SOUTHWESTERN ELECTR					
		I-201806070920	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-LIBRARY	087789	3,793.34
		I-201806070920	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-GENERAL	087789	12,079.25
		I-201806070920	01 -5215313	ELECTRIC UTIL ELECTRIC UTIL-1699 E CARL ALBE	087789	19.82
		I-201806130931	01 -5215313	ELECTRIC UTIL ELECTRIC UTILITY-STREET LIGHTS	087809	14,469.97
01-Q00035	QUILL OFFICE SUPPLIES,					
		I-7765494	01 -5215202	OPERATING SUP OFFICE SUPPLIES	087921	136.00
01-R00412	RPM STAFFING PROFESSION					
		I-93983	01 -5865308	CONTRACT SERV TEMP EMPLOYEE-STREETS	087922	651.57
		I-94072	01 -5865308	CONTRACT SERV TEMP EMPLOYER-STREETS	087922	193.71
01-R00469	REGIONAL ORGANIZED CRIM					
		I-0040743-IN	01 -5320202	OPERATING EXP YEARLY SVS FEE 18-19	087923	300.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-JUNE 2018	01 -5215110	PENSION - DEF PENSION CONT-GENERAL	087925	19,543.00
01-S00290	THE SHERWIN WILLIAMS					
		I-9813-1	01 -5865203	REPAIR & MAIN PARTS FOR PAINT MACHINE	087926	692.60
01-S00726	STAPLES BUSINESS ADVANT					
		I-3380085215	01 -5543202	OPERATING SUP OFFICE SUPPLIES	087931	84.99
01-T00056	TED ALEXANDER					
		I-201806190953	01 -5544308	CONTRACT LABO UMPIRE 6 GAMES	087934	150.00

PACKET : 16582 16584 16594 16598

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00131	THOMAS ENERGY SYSTEMS,					
		I-947430	01 -5432316	REPAIRS & MAI EMER CASCADE SYS REPAIR	087935	802.86
01-T00429	THOMAS J DAVIS					
		I-201806190951	01 -5544308	CONTRACT LABO UMPIRE 3 GAMES	087938	75.00
01-T00439	TODD HOUSE					
		I-201806190952	01 -5544308	CONTRACT LABO UMPIRE 3 GAMES	087939	75.00
01-T00630	TWIN CITIES READY MIX,					
		I-166064	01 -5865218	STREET REPAIR CONCRETE-STREET REPAIRS	087941	436.00
01-U00020	UNITED STATES CELLULAR					
		I-201806070912	01 -5544328	INTERNET SERV INTERNET SVS-SBC	087792	708.24
		I-201806070913	01 -5215315	TELEPHONE UTI CELL PHONE EXP-TICKET WRITERS	087792	3,680.20
		I-201806070914	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	087792	1,865.12
01-U00128	UNITED PACKAGING & SHIP					
		I-229255	01 -5431202	OPERATING SUP SHIPPING FEES	087944	61.33
		I-229256	01 -5431202	OPERATING SUP SHIPPING FEES	087944	61.33
		I-229709	01 -5431202	OPERATING SUP SHIPPING FEES	087944	24.86
01-W00040	WALMART COMMUNITY BRC					
		I-02074	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	087945	62.90
		I-02098	01 -5431202	OPERATING SUP OPERATING SUPPLIES	087945	86.26
		I-900825	01 -5210202	OPERATING SUP SUPPLIES AS NEEDED	087945	19.90
		I-901422	01 -5431202	OPERATING SUP OPERATING SUPPLIES	087945	57.58
		I-908980	01 -5431202	OPERATING SUP OPERATING SUPPLIES	087945	81.90
01-W00195	WELDON PARTS INC.					
		I-2107657-00	01 -5431203	REPAIRS & MAT CLEANING SUPPLIES	087947	141.59
01-W00381	WILLIAM D ROBERTSON					
		I-201806190955	01 -5544308	CONTRACT LABO UMPIRE 4 GAMES	087949	100.00
01-Z00005	ZACKERY TURNER dba ZLT					
		I-1113	01 -5652318	ABATEMENTS CONTRACT ABATEMENT CLEANI	087950	1,985.00
			FUND 01 GENERAL FUND	TOTAL:		141,498.63

PACKET : 16582 16584 16594 16598
VENDOR SET: Mult
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00362	VYVE BROADBAND					
		I-201806070918	02 -5866239	RECYCLING CEN INTERNET SVS-REC CTR	087782	62.00
		I-201806070918	02 -5973328	INTERNET SERV INTERNET SVS-F WWT	087782	73.29
		I-201806130927	02 -5975328	INTERNET SERV INTERNET SVS-HEREFORD LN	087801	73.64
01-A00423	ALLIED WASTE SERVICES O					
		I-375-000409573	02 -5866306	CONTRACTED RE WASTE SVS FEES	087838	155,822.46
		I-375-000409573	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	087839	306.69-
01-A00768	AT&T CORP DBA ACC BUSIN					
		I-201806070915	02 -5267315	TELEPHONE UTI INTERNET SVS-CITY HALL	087784	884.58
01-B00180	UNION IRON WORKS, INC.					
		I-52077369.001	02 -5975202	OPERATING SUP MISC REPAIR ITEMS	087842	106.76
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2367797.002	02 -5973210	RESIDUAL HAND FUSES FOR STUDGE RESIDUAL	087846	17.83
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201806070919	02 -5267314	GAS UTILITY GAS UTILITY-301 E POLK	087786	104.46
01-D00158	DAVID T HARRIKRAVE					
		I-4-1811	02 -5973302	CONSULTANTS (CONSULTANT FEES	087854	1,800.00
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-18052590481	02 -5974329	DEQ FEES ANNUAL NPDES FEES-WTP	087857	7,312.52
		I-18053170137	02 -5973329	DEQ FEES ANNUAL NPDES FEES	087858	15,563.31
		I-18053170138	02 -5973329	DEQ FEES ANNUAL NPDES FEES	087859	7,778.69
		I-18053170139	02 -5974329	DEQ FEES ANNUAL NPDES FEES-WTP	087860	2,144.47
		I-180601 81015	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087861	92.00
		I-180601 81947	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087862	138.00
		I-180601 83273	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087863	92.00
		I-180601 83390	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087864	92.00
		I-180601 83478	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087865	92.00
		I-180601 83531	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087866	46.00
		I-180601 83700	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087867	46.00
		I-180601 84574	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087868	184.00
		I-180601 86067	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087869	138.00
		I-180601 88029	02 -5973329	DEQ FEES LICENSE RENEWAL FEE	087870	46.00
01-D00323	DEPT. OF ENVIR. QUALITY					
		I-55002 180601 85793	02 -5216202	OPERATING SUP WTR LICENSE FEE-STURGEON	087871	92.00
01-E00238	ENVIRONMENTAL RESOURCE					
		I-44363	02 -5973304	LAB TESTING TESTING FEES	087877	5,100.00
01-E00242	ENVIRO CLEAN CARDINAL L					
		I-ECE1135	02 -5871302	CONSULTANTS LANDFILL ENGINEERING	087878	2,340.14

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 FUND : 02 MPWA

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VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	EASTENAL					
		I-165125	02 -5973316	REPAIRS & MAI SUPPLIES FOR PLANTS	087880	11.92
01-F00222	FLOODSERV INC					
		T-986243571	02 -5267202	OPERATING SUP CARPET CLEANING-CITY HALL	087882	300.00
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201806130928	02 -5267314	GAS UTILITY GAS UTILITY-HEREFORD LN	087805	21.04
01-G00021	G & M CONTRACTORS, LLC					
		I-GM-4119	02 -5975209	UTILITY MAINT BORE UNDER STREET	087884	500.00
		I-GM-4119-1	02 -5975209	UTILITY MAINT DIRECTIONAL BORE	087884	2,500.00
01-G00355	GLOBAL ENERGY SOLUTIONS					
		I-121973	02 -5973316	REPAIRS & MAI MOTOR REBUILD 256T	087885	609.15
01-I00110	IMPRESS OFFICE SUPPLY					
		I-1431	02 -5871202	OPERATING SUP OFFICE SUPPLIES	087889	25.00
01-I00120	TYLER TECHNOLOGIES					
		I-025-226899	02 -5216336	MAILING FEES SUPPORT FEES-UBLC	087891	293.16
01-I00187	WATER HOLDINGS ACQUISIT					
		I-30667	02 -5974302	CONSULTANTS OPERATION SVS @ WTP	087892	107,508.38
01-J00121	JAMESCO ENTERPRISES, LL					
		I-18412	02 -5267202	OPERATING SUP JANITORIAL SUPPLIES	087894	312.67
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201806130929	02 -5267313	ELECTRIC UTIL ELECTRIC UTILITY-HEREFORD LN	087806	566.45
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-05/31/2018	02 -5866307	CONTRACTED RE RECYCLING CTR LABOR	087897	1,980.00
01-O00075	O'REILLY AUTO PARTS					
		I-0230-160429	02 -5973203	REPAIRS & MAI LIFT STATION REPAIR ITEMS	087911	36.60
01-P00560	FSO/SOUTHWESTERN ELECTR					
		I-201806140938	02 -5267313	ELECTRIC UTIL ELECTRIC UTILITY-MPWA	087920	36,434.72
01-Q00035	QUILL OFFICE SUPPLIES,					
		I-7765494	02 -5267202	OPERATING SUP OFFICE SUPPLIES	087921	340.79
01-R00412	RPM STAFFING PROFESSION					
		I-93984	02 -5975300	CONTRACTED SE TEMP EMPLOYEE-UTM	087922	572.33
		I-93905	02 -5973300	CONTRACT SERV TEMP EMP-WWT	087922	651.84
		I-94073	02 -5975300	CONTRACTED SE TEMP EMPLOYEE-UTM	087922	1,818.31
		I-94074	02 -5973300	CONTRACT SERV TEMP EMP-WWT	087922	814.90

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FUND : 02 MPWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00249	MORGAN STANLEY SMITH BA					
	I-JUNE 2018	02 -5267110	PENSION - DEF PENSION CONT-MPWA		087925	9,632.00
01-S00445	PACKAGING SOLUTIONS, LL					
	I-21364	02 -5267202	OPERATING SUP COPY PAPER-ALL OFFICES		087929	465.00
01-S00500	AT & T					
	I-201806130932	02 -5267315	TELEPHONE UTI PHONE EXP-MPWA		087810	7,855.76
	I-201806130933	02 -5267315	TELEPHONE UTI PHONE EXP-DATA LINE		087811	434.00
01-S00704	BRAVADO WIRELESS FORMER					
	I-0094618	02 -5973320	INTERNET SERV INTERNET SVS-W WWT		087791	88.43
01-S00726	STAPLES BUSINESS ADVANT					
	I-3380085221	02 -5871202	OPERATING SUP OFFICE SUPPLIES		087931	139.99
	I-3380085236	02 -5267202	OPERATING SUP OFFICE SUPPLIES		087931	210.09
	I-3380085237	02 -5267202	OPERATING SUP OFFICE SUPPLIES		087931	254.59
01-S00956	SWANK MOTION PICTURES,					
	I-RG2512249	02 -5267202	OPERATING SUP MOVIES IN THE PARK		087932	378.00
	I-RG2518183	02 -5267202	OPERATING SUP MOVIES IN THE PARK		087932	378.00
01-T00052	TECHNICAL PROGRAMMING S					
	I-101573	02 -5216336	MAILING FEES UB&C MAILING FEE		087933	1,451.84
	I-101573	02 -5216317	POSTAGE UB&C MAILING FEE-POSTAGE		087933	1,208.50
01-U00020	UNITED STATES CELLULAR					
	I-201806070914	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA		087792	746.46
01-U00051	UTILITY SUPPLY CO., INC					
	I-115550	02 -5975209	UTILITY MAINT FIRE HYDRANTS & MISC		087942	2,339.30
	I-115551	02 -5975209	UTILITY MAINT MATERIALS @ INDUST P		087942	32.78
	I-115552	02 -5975209	UTILITY MAINT FIRE HYDRANTS & MISC		087942	1,910.24
	I-115556	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS		087942	9.25
	I-115557	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS		087942	81.91
	I-115559	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS		087942	276.40
	I-115561	02 -5975230	SEWER MAIN RE SEWER MAIN REPAIR IT		087942	309.29
	I-115562	02 -5975209	UTILITY MAINT MATERIALS @ INDUST P		087942	42.00
	I-115563	02 -5975230	SEWER MAIN RE SEWER MAIN REPAIR IT		087942	198.28
01-U00052	UTILITY TECHNOLOGY SERV					
	I-S102611638.003	02 -5975211	WATER METERS METERS/TRANSMITTERS		087943	1,073.76
	I-S102611638.004	02 -5975211	WATER METERS METERS/TRANSMITTERS		087943	1,811.56
01-U00128	UNITED PACKAGING & SHIP					
	I-229182	02 -5871330	DUES & SUBSCR SHIPPING FEE		087944	28.79
FUND 02 MPWA				TOTAL:		386,668.83

PACKET : 16582 16584 16594 16598

VENDOR SET: Malt

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PSO/SOUTHWESTERN ELECTRIC					
		1-201806070920	03 -5876313	ELECTRIC UTIL ELECTRIC UTIL-AIRPORT	087789	1,092.92
01-S00249	MORGAN STANLEY SMITH BA					
		1-JUNE 2018	03 -5876110	PENSION-DEFIN PENSION CONT-AIRPORT	087925	747.00
01-U00020	UNITED STATES CELLULAR					
		1-201806070914	03 -5876315	TELEPHONE UT1 CELL PHONE EXP-AIRPORT	087792	25.95
			FUND 03	AIRPORT AUTHORITY	TOTAL:	1,865.87

PACKET : 16582 16584 16594 16598
VENDOR SET: Mult
FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PSO/SOUTHWESTERN ELECTR	I-201806070920	05 -5218313	ELECTRIC UTIL ELECTRIC UTIL-PARKING AUTH	087789	198.06
			FUND	05 PARKING AUTHORITY	TOTAL:	198.06

PACKET : 16592 16584 16594 16598

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201806180940	08 -5549308	CONTRACT SERV MEAL DEL-6 DAYS	087836	90.00
		I-201806180941	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	087836	71.94
01-D00054	DANTEI E. REAGAN					
		I-201806180943	08 -5549308	CONTRACT SERV MEAL DEL-12 DAYS	087853	180.00
		I-201806180944	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	087853	131.35
01-E00207	EMMA E. BELLIS					
		I-201806180942	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	087876	113.91
01-R00412	RPM STAFFING PROFESSION					
		I-93982	08 -5549308	CONTRACT SERV TEMP EMP-NUTRITION	087922	294.84
		I-94071	08 -5549308	CONTRACT SERV TEMP EMP-NUTRITION	087922	113.40
01-S00249	MORGAN STANLEY SMITH BA					
		I-JUNE 2018	08 -5549110	PENSION-DEFIN PENSION CONT-NUTRITION	087925	823.00
01-T00232	THERESA MARIE HENRY					
		I-201806180945	08 -5549308	CONTRACT SERV MEAL DEL-5 DAYS	087937	75.00
		I-201806180946	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	087937	59.95
01-U00020	UNITED STATES CELLULAR					
		I-201806070914	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	087792	77.83
			FUND	08 NUTRITION	TOTAL:	2,031.22

PACKET : 16582 16584 16594 16598

VENDOR SET: Molt

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND					
		I-201806070918	27 -5655328	INTERNET SERV INTERNET SVS-TOURISM	087782	87.00
01-B00490	BRIGGS PRINTING					
		I-66956	27 -5655318	PRINTING TOURISM BROCHURES	087845	148.00
01-P00111	FINDERBINDER					
		I-218061-05	27 -5655214	TOURISM EXPEN ANNUAL MEMBERSHIP	087881	175.00
01-000137	OKLA TOURISM/RECREATION					
		I-1351-14773	27 -5655214	TOURISM EXPEN BROCHURE MAILING FEES	087914	242.56
01-S00249	MORGAN STANLEY SMITH BA					
		I-JUNE 2018	27 -5655110	PENSION-DEFIN PENSION CONT-TOURISM	087925	427.00
01-U00020	UNITED STATES CELLULAR					
		I-201806070914	27 -5655315	TELEPHONE UTI CELL PHONE EXP-TOURISM	087792	41.58
			FUND	27 TOURISM FUND	TOTAL:	1,121.14

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FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00768	AT&T CORP DBA ACC BUSIN						
		I-201806070915	28	-5654328	INTERNET SERV INTERNET SVS-EXPO	087784	613.00
01-C00320	CENTERPOINT ENERGY AKKL						
		I-201806070919	28	-5654314	GAS UTILITY GAS UTILITY-EXPO	087786	699.48
01-C00469	CITY OF MCALESTER SPECI						
		I-CHOCTANPOWOW 2018	28	-5654349	COUNCIL PARTN CHOCTAN POWWOW PARTNERSHI	087850	875.00
		I-ITAL FEST 2018	28	-5654349	COUNCIL PARTN ITALIAN FESTIVAL PARTNERS	087850	2,125.00
01-E00203	EMPIRE PAPER CO.						
		I-0413450	28	-5654480	CONTINGENCY (VACUUM FOR EVENT ROOMS	087875	2,846.65
		I-0414987	28	-5654480	CONTINGENCY (VACUUM FOR EVENT ROOMS	087875	174.00
01-J00110	JACKIE BRANNON CORR. CT						
		I-MAY2018EXPO	28	-5654308	CONTRACT SERV INMATE FEES-APR MAY JUNE	087893	480.00
01-L00428	LOWE'S CREDIT SERVICES						
		I-06788	28	-5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	087899	210.71
01-P00560	PSO/SOUTHWESTERN ELECTR						
		I-201806070920	28	-5654313	ELECTRIC UTIL ELECTRIC UTIL-EXPO	087789	6,250.99
01-S00010	SADLER REFRIGERATION						
		I-6520	28	-5654316	REPAIRS & MAI MAINTENANCE ICE MACHINE	087924	95.00
01-S00249	MORGAN STANLEY SMITH BA						
		I-JUNE 2018	28	-5654110	PENSION-DIFIN PENSION CONT-EXPO	087925	1,077.00
01-S00580	AT & T						
		I-201806130932	28	-5654315	TELEPHONE UTI ATM LINE @ EXPO	087810	174.41
01-S00704	BRAVADO WIRELESS FORMER						
		I-0094618	28	-5654328	INTERNET SERV INTERNET SVS-EXPO	087791	88.43
01-U00020	UNITED STATES CELLULAR						
		I-201806070914	28	-5654315	TELEPHONE UTT CELL PHONE EXP-EXPO	087792	119.42
01-W00040	WALMART COMMUNITY BRC						
		I-07890	28	-5654203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	087945	40.41
					FUND 28 SF EXPO CENTER	TOTAL:	15,877.55

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00581	AT&T					
	I-201806070916	29 -5324315	TELEPHONE UTI HOST CIRCUIT-PITTS CO	087783	198.00	
	I-201806070916	29 -5324315	TELEPHONE UTI HOST CIRCUIT-CITY	087783	781.25	
01-C00146	CANADIAN VALLEY TELEPHO					
	I-1974S200801.067	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LN	087802	113.36	
01-C00856	CROSS TELEPHONE					
	I-00013179	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LN	087804	385.96	
01-S00249	MORGAN STANLEY SMITH BA					
	I-JUNE 2018	29 -5324110	PENSION-DEFIN PENSION CONT-E911	087925	3,083.00	
01-S00580	AT & T					
	I-201806070917	29 -5324315	TELEPHONE UTI PHONE EXP-E911	087790	5,579.82	
	I-201806070917	29 -5324315	TELEPHONE UTI PHONE EXP-911 WIRELESS	087790	228.36	
	I-201806130933	29 -5324401	CAPITAL OUTLA PHONE EXP-EQUIP LEASE	087811	2,403.33	
01-U00020	UNITED STATES CELLULAR					
	I-201806070914	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	087792	67.53	
		FUND	29 E-911	TOTAL:	12,840.61	

PACKET : 16582 16584 16594 16598
VENDOR SET: Mult
FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00266	ERVIN & ERVIN ATTORNEYS					
		T-6-6-2018	30 -5652302	CONSULTANTS LEGAL FEES	087614	2,970.00
01-M00250	MCLESTER NEWS CAPITAL					
		I-061218	30 -5652317	ADVERTISING & ECON DEV AD-1/4 PG	087908	150.00
01-000133	OKLAHOMA SOUTHEAST, INC					
		I-060818	30 -5652350	BUSINESS DEVE GOLF HOLE SPONSORSHIP	087913	500.00
01-S00249	MORGAN STANLEY SMITH BA					
		I-JUNE 2018	30 -5652114	PENSION-DEFIN PENSION CONT-ECON DEV	087925	651.00
01-T00231	THE SPECTRUM GROUP MEMB					
		I-12237	30 -5211361	DEFENSE CONSU CONSULTANT FEE-OSMPC GRAN	087936	1,666.67
		I-12237	30 -5652343	2016 OSMPC GR CONSULTANT FEE-OSMPC GRAN	087936	3,333.33
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	9,271.00

PACKET : 16502 16584 16594 16598

VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH					
	I-201806130930	32 -5215215	NON-UNIFORM C NUC CONCESSION-CONC SUPPLIES	087808		101.01
01-W00040	WALMART COMMUNITY BRC					
	T-01844	32 -5215215	NON-UNIFORM C NUC-CONCESSION SUPPLIES	087945		79.82
	T-02117	32 -5215215	NON-UNIFORM C EMPLOYEE ASSISTANCE-PETE	087945		235.97
	i-04713	32 -5215215	NON-UNIFORM C 36" GRILL - NUC	087945		175.00
			FUND 32 GRANTS & CONTRIBUTIONS	TOTAL:		591.80

PACKET : 16582 16584 16594 16598

VENDOR SET: Mult

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00389	SMC UTILITY CONSTRUCTIO					
		1-PMT#1	33 -5971519	2017 CDBG PRO 2017 CDBG-WTR LINE R	087928	71,250.00
04-000052	UTILITY TECHNOLOGY SERV					
		I-S102638028.002	33 -5971519	2017 CDBG PRO WATER METERS/TRANSMITTERS	087943	2,632.50
			FUND	33 CDBG GRANTS FUND	TOTAL:	73,882.50

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 VENDOR SET: Mult
 FUND : 35 FLEET MAINTENANCE

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00154	PROPHET EQUITY II-B					
		I-5895676	35 -5862312	EQUIPMENT REN OFFICE RENTAL-FLEET MAINT	087832	318.87
01-A00215	ADVANCE AUTO PARTS					
		C-8117815073875	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087833	71.70-
		I-8117815573986	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087833	74.68
		I-8117815566287	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087833	41.30
		I-8117816286314	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087833	7.70
		I-8117816374161	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087833	61.45
		T-8117816574222	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087833	559.27
		I-8117816674237	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087833	9.35
01-B00150	BEALES GOODYEAR TIRES					
		I-1-49339	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS/ALIGN	087841	71.00
		I-1-49359	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS/ALIGN	087841	299.70
		I-1-49448	35 -5862203	REPAIRS & MAI 2 TIRES FOR STOCK TRAILER	087841	169.00
		T-1-49568	35 -5862203	REPAIRS & MAI MISC TIRE REPAIRS/ALIGN	087841	64.95
		I-1-CS49003	35 -5862317	EMERGENCY VEH TIRES FOR MED-2	087841	1,527.24
		I-1-CS49360	35 -5862203	REPAIRS & MAI 2 TIRES FOR UC-2	087841	168.06
01-G00496	GRISOM IMPLEMENT INC					
		I-689244	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087886	16.60
		I-690249	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087886	14.10
		I-690484	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087886	96.55
		I-690604	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087886	31.75
		I-690605	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087886	10.26
		I-691215	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087886	212.74
01-K00190	YELLOWHOUSE MACHINERY C					
		I-338019	35 -5862203	REPAIRS & MAI MISC PARTS	087895	277.28
		I-338231	35 -5862203	REPAIRS & MAI MISC PARTS	087895	49.23
		I-341070	35 -5862203	REPAIRS & MAI REAR BUCK LINK ASSEMBLY	087895	1,150.28
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-068685	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	109.77
		I-068785	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	107.64
		I-069032	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	14.99
		T-069156	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	25.07
		I-069176	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	2.99
		I-069208	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	32.75
		I-069277	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	13.38
		I-069283	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	24.00
		T-069491	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	338.17
		I-069492	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	40.70
		I-069563	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	39.99
		I-069631	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	087896	8.99
01-M00395	MIDWEST TROPHY DBA MTM					
		I-5937334	35 -5862202	OPERATING SUP RETIREMENT WATCH-HOLLOWAY	087900	97.41

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PACKET      : 16582 16584 16594 16598
VENDOR SET: Mult
FUND        : 35      FLEET MAINTENANCE

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VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	FREEDOM FORD INC						
		I-189090	35	-5862203	REPAIRS & MAI MISC PARTS & SERVICE	087909	104.50
		I-190218	35	-5862203	REPAIRS & MAI MISC PARTS & SERVICE	087909	45.95
		I-190291	35	-5862203	REPAIRS & MAI MISC PARTS & SERVICE	087909	103.52
		I-190332	35	-5862203	REPAIRS & MAI MISC PARTS & SERVICE	087909	52.90
		I-93246	35	-5862203	REPAIRS & MAI MISC PARTS & SERVICE	087909	29.14
01-N00340	BLUE TARP FINANCIAL, IN						
		I-40296708	35	-5862204	SMALL TOOLS AIR HOSE REELS - 2	087910	459.98
01-000075	O'REILLY AUTO PARTS						
		I-0230-159124	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	27.98
		I-0230-159171 2018	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	59.97
		I-0230-159374	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	82.54
		I-0230-159514	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	47.12
		I-0230-160347	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	17.74
		I-0230-160894	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	116.07
		I-0230-161167	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	4.05
		I-0230-161163	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	23.03
		I-0230-162709A	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	147.31
		I-0230-162255	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	58.75
		I-0230-162366	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	52.71
		I-0230-162654	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	117.78
		I-0230-162806	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087911	147.66
		I-0230-162827	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087912	40.66
01-P00134	PATRIOT AUTO GROUP LLC						
		I-66953	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	087917	43.08
		I-66106/1	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	087917	44.71
		I-66106/1	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	087917	67.71
		I-66463/1	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	087917	69.46
01-S00249	MORGAN STANLEY SMITH BA						
		I-JUNE 2018	35	-5862110	PENSION-DEFIN PENSION CONT-FLEET	087925	1,559.00
01-S00384	MOWER PARTS, INC.						
		I-1180430	35	-5862203	REPAIRS & MAI SMALL ENGINE PARTS	087927	5.88
		I-53118	35	-5862203	REPAIRS & MAI SMALL ENGINE PARTS	087927	1.30
01-S00710	STANDARD MACHINE LLC						
		I-253376	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	087930	107.48
		I-253476	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	087930	88.81
		I-253506	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	087930	120.00
01-T00612	ATC FREIGHTLINER GROUP,						
		I-125233935	35	-5862203	REPAIRS & MAI REPAIR & MAINT ITEMS	087940	213.12
		I-125234518	35	-5862203	REPAIRS & MAI REPAIR & MAINT ITEMS	087940	195.73
01-U00020	UNITED STATES CELLULAR						

PACKET : 16582 16594 16594 16598
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00020	UNITED STATES CELLULAR	continued				
		I-201806070914	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET	087792	51.09
01-W00195	WELDON PARTS INC.					
		I-2099887-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087947	26.45
		I-2107471-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087947	22.60
		I-2107654-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087947	7.68
01-W00234	WESTERN MARKETING INC					
		I-0000355-IN	35 -5862203	REPAIRS & MAI HYD FLUID/MOTOR OIL	087948	1,278.40
		I-0000356-IN	35 -5862203	REPAIRS & MAI HYD FLUID/MOTOR OIL	087948	663.00
		I-0000600-IN	35 -5862203	REPAIRS & MAI HYD FLUID/MOTOR OIL	087948	1,426.34
				FUND 35 FLEET MAINTENANCE	TOTAL:	13,785.51

PACKET : 16582 16584 16594 16598

VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00540	DOLESE BROTHERS					
		I-AG18061869	41 -5865403	CAPITAL PROJE 1 1/2" CRUSHER RUN	087872	189.90
		I-AG18062623	41 -5865403	CAPITAL PROJE 1 1/2" CRUSHER RUN	087877	2,329.90
		I-AG18063275	41 -5865403	CAPITAL PROJE 1 1/2" CRUSHER RUN	087872	1,508.33
		I-AG18063924	41 -5865403	CAPITAL PROJE 1 1/2" CRUSHER RUN	087872	303.91
		I-AG18065781	41 -5865403	CAPITAL PROJE 1 1/2" CRUSHER RUN	087872	573.57
01-MC0095	RICK MCFADDEN					
		I-003213	41 -5210480	CONTINGENCY NEW FENCE & GATE @ RECY C	087902	1,050.00
		I-003214	41 -5210480	CONTINGENCY NEW FENCE & GATE @ RECY C	087902	650.00
			FUND	41 CIP FUND	TOTAL:	6,685.61

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00151	WAV11, LLC					
		1-8548	44 -5225401	TECHNOLOGY UP IT ASSISTANCE-VIRUS ATTAC	087946	3,695.00
		1-8585	44 -5225401	TECHNOLOGY UP IT ASSISTANCE-VIRUS ATTAC	087946	305.00
			FUND	44 TECHNOLOGY FUND	TOTAL:	4,000.00

PACKET : 16592 16594 16594 16598

VENDOR SET: Mult

FUND : 46 STORMWATER FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-B00592	BUILT RIGHT CONSTRUCTIO					
		I-PMT#1-FINAL	46 -5871402	CANAL WALL RE CANAL WALL-703 S 12TH ST	087847	18,500.00
		I-PMT#1-FINAL	46 -5871402	CANAL WALL RE CO#1 - 703 S 12 CANAL WAL	087847	2,775.00
01-E00279	EST, INC.					
		I-42036	46 -5871401	CAPITAL OUTLA CONCRETE TESTING-703 S 12	087879	145.00
		I-42182	46 -5871401	CAPITAL OUTLA CONCRETE TESTING-703 S 12	087879	130.00
		I-42183	46 -5871401	CAPITAL OUTLA CONCRETE TESTING-1000 E M	087879	471.00
01-F00240	FORESTRY SUPPLIERS INC.					
		I-351506-01	46 -5871401	CAPITAL OUTLA STORMWATER TEST SUPPLIES	087883	525.00
			FUND 46	STORMWATER FUND	TOTAL:	22,546.00
REPORT GRAND TOTAL:						697,904.29

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM=====			=====GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG		ANNUAL BUDGET OVER AVAILABLE BUDG	
2017-2018	01 -7100	CLEET PAYABLE (COURT)	5,152.33					
	01 -2101	AFTS PAYABLE - COURT	4,821.17					
	01 -2102	FORENSICS PAYABLE (COURT)	4,620.14					
	01 -2103	CBM PAYABLE (COURT)	35.00					
	01 -2105	COLLECTION AGENCY 25% (COU	9,203.26					
	01 -5210202	OPERATING SUPPLIES	19.90	2,500	920.36			
	01 -5210302	CONSULTANTS/LABOR RELATION	5,225.00	45,000	2,424.07			
	01 -5210400	CONTINGENCY	80.00	30,000	20,164.30			
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	210.33	3,000	2,339.67			
	01 -5213336	FEES	200.00	3,000	400.00			
	01 -5215110	PENSION - DEFINED BENEFIT	19,543.00	234,513	3.00-	Y		
	01 -5215202	OPERATING SUPPLIES	144.00	35,000	577.98			
	01 -5215312	EQUIPMENT RENTALS	101.00	27,000	963.77-	Y		
	01 -5215313	ELECTRIC UTILITY	30,312.38	318,725	6,276.67-	Y		
	01 -5215314	GAS UTILITY	866.55	36,450	560.02			
	01 -5215315	TELEPHONE UTILITY	5,545.32	51,300	854.97-	Y		
	01 -5215323	DAMAGES	929.19	7,000	5,680.81			
	01 -5225330	DUES & SUBSCRIPTIONS	1,479.54	1,500	20.46			
	01 -5225349	SOFTWARE MAINTENANCE	220.50	72,000	1,471.98			
	01 -5320202	OPERATING EXPENSE	300.00	2,850	1,273.31			
	01 -5320320	INTERNET SERVICE	89.95	1,500	510.55			
	01 -5321202	OPERATING SUPPLIES	646.80	11,875	5,078.95			
	01 -5321300	CONTRACTED SERVICES	306.00	7,000	2,911.83			
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	82.84	9,500	2,154.62			
	01 -5431202	OPERATING SUPPLIES	452.73	13,901	306.38-	Y		
	01 -5431203	REPAIRS & MAINT SUPPLIES	141.59	7,075	757.59			
	01 -5431204	SMALL TOOLS	53.92	3,400	767.27			
	01 -5431305	PHYSICALS	10,000.00	12,000	850.00-	Y		
	01 -5431328	INTERNET SERVICE	125.90	2,351	210.70			
	01 -5431329	PROMOTIONAL	990.00	1,982	210.71			
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	402.28	7,000	3,452.76			
	01 -5432203	REPAIR & MAINT SUPPLIES	933.37	3,750	998.19			
	01 -5432308	CONTRACTED SERVICES	5,370.50	65,500	1,406.78			
	01 -5432316	REPAIRS & MAINTENANCE	802.86	5,700	27.74			
	01 -5432330	DUES & SUBSCRIPTIONS	85.00	1,500	1,261.12			
	01 -5542203	REPAIRS & MAINT SUPPLIES	3,964.16	38,157	888.34			
	01 -5542212	FUEL EXPENSE	2,064.00	17,000	4,623.26-	Y		
	01 -5542308	CONTRACTED SERVICES	194.00	13,500	6,849.32			
	01 -5542320	INTERNET SERVICE	161.27	1,845	90.14-	Y		
	01 -5542339	VEHICLE/EQUIP. MAINTENANCE	33.57	46,139	6,692.22-	Y		
	01 -5543202	OPERATING SUPPLIES	1,549.91	8,000	2,097.03			
	01 -5543203	REPAIRS & MAINT SUPPLIES	187.19	13,000	11.69-	Y		
	01 -5543206	CHEMICALS	8,149.38	15,500	34.86			
	01 -5543316	REPAIRS & MAINTENANCE	3,349.00	7,500	2,120.82			
	01 -5544308	CONTRACT LABOR	678.97	15,000	5,227.27			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL.	BUDGET	OVER	ANNUAL.	BUDGET	OVER
				BUDGET	AVAILABLE BUDG		BUDGET	AVAILABLE BUDG	
01	-5544328	INTERNET SERVICE	708.24	630	602,56-	Y			
01	-5547203	REPAIRS & MAINT SUPPLIES	519.00	11,000	405,98				
01	-5548203	REPAIRS & MAINTENANCE SUPP	886.77	36,500	749,29				
01	-5548311	PARKING RENTAL	485.00	5,820	3,00				
01	-5548328	INTERNET SERVICE	77.64	912	10,73-	Y			
01	-5652318	ABATEMENTS	4,500.00	15,000	831,00-	Y			
01	-5652336	FEES	140.00	1,800	558,00				
01	-5653348	DRUG TESTING/PHYSICALS	1,997.00	10,056	1,831,20-	Y			
01	-5665203	REPAIR & MAINT-TRAFFIC CON	682.60	37,220	2,932,70				
01	-5665218	STREET REPAIRS & MAINTENAN	436.00	258,750	1,539,87				
01	-5665308	CONTRACT SERVICES	845.28	22,500	7,990,55-	Y			
01	-5665312	EQUIPMENT RENTALS	318.87	3,755	23,44-	Y			
01	-5665328	INTERNET SERVICE	77.63	1,920	65,49-	Y			
02	-5216202	OPERATING SUPPLIES	92.00	7,450	501,79				
02	-5216317	POSTAGE	1,208.50	32,000	2,180,96				
02	-5216336	MAILING FEES	1,745.00	24,100	1,574,12-	Y			
02	-5267110	PENSION - DEFINED BENEFIT	9,632.00	118,740	3,156,00				
02	-5267202	OPERATING SUPPLIES	2,639.14	12,500	3,767,38				
02	-5267313	ELECTRIC UTILITY	37,001.17	415,618	6,909,53-	Y			
02	-5267314	GAS UTILITY	125.50	8,312	3,024,45-	Y			
02	-5267315	TELEPHONE UTILITY	9,920.80	112,320	2,893,54-	Y			
02	-5866230	RECYCLING CENTER EXPENSE	62.00	2,308	121,08-	Y			
02	-5866306	CONTRACTED REFUSE SERVICES	155,515.77	1,851,831	154,180,28				
02	-5866307	CONTRACTED RECYCLE SERVICE	1,980.00	23,000	70,90				
02	-5871202	OPERATING SUPPLIES	164.99	1,218	65,73-	Y			
02	-5871302	CONSULTANTS	2,340.14	91,500	46,94				
02	-5871330	DUES & SUBSCRIPTIONS	28.79	876	17,62-	Y			
02	-5973203	REPAIRS & MAINT SUPPLIES	36.60	48,158	0,77				
02	-5973210	RESIDUAL HANDLING-CHEMICAL	17.83	18,177	17,83-	Y			
02	-5973302	CONSULTANTS (IND. PRETREAT	1,800.00	21,600	0,00				
02	-5973304	LAB TESTING	5,100.00	35,125	422,17				
02	-5973308	CONTRACT SERVICES	1,466.64	10,729	21,932,12-	Y			
02	-5973316	REPAIRS & MAINTENANCE	701.07	18,370	71,63				
02	-5973328	INTERNET SERVICE	161.71	1,923	60,86				
02	-5973329	DEQ FEES	24,308.00	25,000	513,42-	Y			
02	-5974302	CONSULTANTS	107,508.38	1,219,976	71,376,56-	Y			
02	-5974329	DEQ FEES	9,456.99	6,000	3,481,99-	Y			
02	-5975202	OPERATING SUPPLIES	106.76	2,565	0,38				
02	-5975209	UTILITY MAINTENANCE SUPP.	7,691.88	148,252	4,133,15-	Y			
02	-5975211	WATER METERS	2,885.32	53,455	2,091,55				
02	-5975230	SEWER MAIN REPAIR	507.57	16,284	1,984,76				
02	-5975308	CONTRACTED SERVICES	2,390.64	44,732	0,22				
02	-5975328	INTERNET SERVICE	73.64	810	6,11				
03	-5876110	PENSION-DEFINED BENEFIT	747.00	8,966	2,00				
03	-5876313	ELECTRIC UTILITY	1,092.92	18,175	2,099,04				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM =====		=====GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
03	-5876315	TELEPHONE UTILITY	25.95	410	107.92		
05	-5218313	ELECTRIC UTILITY	198.06	2,000	217.72-	Y	
08	-5549110	PENSION-DEFINED BENEFIT	823.00	9,873	3.00-	Y	
08	-5549308	CONTRACT SERVICES	1,130.39	15,500	5,562.18-	Y	
08	-5549315	TELEPHONE UTILITY	77.83	4,610	247.28		
09	-5864327	SUB TITLE D EXPENSE	5,040.00	80,000	27,456.15		
27	-5655110	PENSION-DEFINED BENEFIT	427.00	5,129	5.00		
27	-5655214	TOURISM EXPENSE	417.56	35,500	3,629.66		
27	-5655315	TELEPHONE UTILITY	41.58	420	56.11-	Y	
27	-5655318	PRINTING	148.00	8,000	2,013.00		
27	-5655328	INTERNET SERVICE	87.00	1,045	82.06		
28	-5654110	PENSION-DEFINED BENEFIT	1,077.00	13,388	464.00		
28	-5654203	REPAIR & MAINT SUPPLIES	251.12	19,600	3,435.64		
28	-5654308	CONTRACT SERVICES	480.00	15,500	2,985.05		
28	-5654313	ELECTRIC UTILITY	6,258.99	68,400	4,641.80-	Y	
28	-5654314	GAS UTILITY	699.48	21,200	18,235.10-	Y	
28	-5654315	TELEPHONE UTILITY	293.83	2,554	483.97-	Y	
28	-5654316	REPAIRS & MAINTENANCE	95.00	34,000	13,396.12		
28	-5654328	INTERNET SERVICE	701.43	7,920	489.59-	Y	
28	-5654349	COUNCIL PARTNERSHIP	3,000.00	15,000	7,495.00		
28	-5654480	CONTINGENCY (CITY MGR)	3,020.65	11,081	8,060.35		
29	-5324110	PENSION-DEFINED BENEFIT	3,083.00	36,998	2.00		
29	-5324315	TELEPHONE UTILITY	7,354.28	98,015	3,040.83		
29	-5324401	CAPITAL OUTLAY	2,403.33	28,900	60.04		
30	-5211361	DEFENSE CONSULTANT SERVICE	1,666.67	87,385	67,191.69		
30	-5652114	PENSION-DEFINED CONTRIBUTI	651.00	4,266	7,596.37-	Y	
30	-5652302	CONSULTANTS	2,970.00	195,000	33,160.49		
30	-5652317	ADVERTISING & PRINTING	150.00	12,000	11,250.00		
30	-5652343	2016 OSMPC GRANT-DEFENSE D	3,333.33	151,641	84,961.82		
30	-5652350	BUSINESS DEVELOPMENT EXPEN	500.00	24,600	16,055.18		
32	-5215215	NON-UNIFORM COUNCIL EXPENS	591.00	3,647	317.90-	Y	
33	-5971519	2017 CDBG PROJECT	73,882.50	183,872	3,414.69-	Y	
35	-5862110	PENSION-DEFINED BENEFIT	1,559.00	18,710	2.00		
35	-5862202	OPERATING SUPPLIES	97.41	950	712.75		
35	-5862203	REPAIRS & MAINTENANCE SUPP	9,771.12	202,193	6,383.96		
35	-5862204	SMALL TOOLS	459.98	950	258.06		
35	-5862312	EQUIPMENT RENTALS	318.87	3,755	23.44-	Y	
35	-5862315	TELEPHONE UTILITY	51.89	750	142.19		
35	-5862317	EMERGENCY VEHICLES	1,527.24	60,000	3.15		
41	-5210480	CONTINGENCY	1,700.00	124,994	15,077.72		
41	-5865403	CAPITAL PROJECTS	4,985.61	174,500	1,501.37		
44	-5225401	TECHNOLOGY UPGRADES	4,000.00	362,273	16,167.95-	Y	
46	-5871401	CAPITAL OUTLAY	1,271.00	291,706	69,937.39		
46	-5871402	CANAL WALL REPLACEMENT	21,275.00	183,731	51,558.33		
** 2017-2018 YEAR TOTALS **			697,904.28				

NO ERRORS

** END OF REPORT **

PACKET : 16582 16584 16594 16598
 VENDOR SET: Multiple
 BANK : Multiple

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

FUND	PERIOD	AMOUNT
01	0/0000	88,358.11CR
01	6/2018	53,140.52CR
02	0/0000	375,758.73CR
02	6/2018	10,910.10CR
03	0/0000	747.00CR
03	6/2018	1,118.87CR
05	6/2018	198.06CR
06	0/0000	1,953.39CR
08	6/2018	77.83CR
09	0/0000	5,040.00CR
27	0/0000	992.56CR
27	6/2018	128.58CR
28	0/0000	7,923.77CR
28	6/2018	7,953.73CR
29	0/0000	3,083.00CR
29	6/2018	9,757.61CR
30	0/0000	6,301.00CR
30	6/2018	2,970.00CR
32	0/0000	490.79CR
32	6/2018	101.01CR
33	0/0000	73,882.50CR
35	0/0000	13,733.62CR
35	6/2018	51.89CR
41	0/0000	5,685.61CR
44	0/0000	4,000.00CR
46	0/0000	22,546.00CR
ALL		697,904.28CR



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda C
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between Oklahomans for Independent Living and the City of McAlester for funding in the amount of \$24,000.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

AGREEMENT BETWEEN THE CITY OF MCALESTER

AND

OKLAHOMANS FOR INDEPENDENT LIVING

This Agreement, made and entered into this 1st day of July, 2018 by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

It is the intent of the Agreement that OIL is to perform such services as outlined herein:

OIL agrees to provide services for people with disabilities such as transportation, assistive technology, recreation, volunteer programs, Americans with Disabilities Act and disability awareness training, employment assistance, information and referral, advocacy, peer counseling, Independent Living Skills training, nursing facility transition/diversion and youth transition from school to post-secondary life.

OIL and the City shall maintain an arrangement for professional contact. This will be in the form of informal discussion by and with the staff of both agencies in order to identify areas of need, gaps in service and to coordinate available resources of both agencies for the benefit of People with Disabilities. Confidentiality standards will be observed.

In performing this agreement Oklahomans for Independent Living acts as an independent contractor and nothing contained in this agreement shall be construed to establish a relationship of agency or employment between said entity and the City.

OIL will contract with the City in providing the following services to the City and the citizens of McAlester:

- 1) Door-to-door transportation to be provided to individuals with disabilities and elderly persons with functional limitations to facilitate living; a minimum of twenty-four (24) hours is required; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and
- 3) Disability information and referrals; and
- 4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
- 5) Social and recreational programs for McAlester citizens with disabilities; and
- 6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and

- 7) Employment assistance to people with disabilities; and
- 8) Peer counseling and support groups to promote independence for people with disabilities; and
- 9) Individual assistance to advocate and encourage independence; and
- 10) ADA information and assistance for individuals, business and the City to help improve access and compliance with the regulations.
- 11) Nursing facility transition back into the community or diversion from entering the nursing facility.
- 12) Youth transition from school and into the workforce and assistance in obtaining secondary education. Provide readiness skills such as resume building, dress for success, job etiquette, and application assistance.

OIL further agrees to make periodic reports on basic services provided as a benefit to the City and provide an accounting of funds expended for the services provided. OIL shall provide these reports on a quarterly basis.

Oklahomans for Independent Living hereby holds harmless and indemnifies the City of McAlester from any claims or actions arising from the performance of this agreement for acts of negligence or wanton conduct of its agents or employees and agrees to keep in force adequate general liability insurance during the term of this agreement to insure against such liability and to provide proof thereof when requested by the City.

The City agrees to provide the following funding to ensure the delivery of public services to citizens with disabilities:

- 1) The City will provide funding in the amount of \$24,000 to assist in the transportation and associated services provided by OIL; and
- 2) The disbursement of said funds shall be in monthly payments that are determined by taking \$24,000 and dividing by 12 for monthly payments in the amount of \$2,000.

The term of this agreement shall be for the 2018-2019 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2019, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

This agreement is to be binding upon our administrators, successor, and assigns.

Agreed to and executed the date first written above, irrespective of the actual date of signing.

CITY OF MCALESTER
An Oklahoma Municipal Corporation

John Browne, Mayor

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the ____ day of _____, 2018.

OKLAHOMANS FOR INDEPENDENT LIVING



Pamela Pulchny, Executive Director

Approved as for form and legality:

Ervin & Ervin Attorneys, by William J. Ervin
City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda D
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 19, 2017 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2018/2019 funding in the amount of \$50,000.

Recommendation

Staff recommends authorizing the Mayor to sign a contract between the City of McAlester and Pittsburg County Emergency Management for Fiscal Year 2018/2019 funding in the amount of \$50,000.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

**CITY COUNTY AGREEMENT FOR A JOINT CIVIL DEFENSE/EMERGENCY
MANAGEMENT ADMINISTRATION**

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ DAY OF _____, 2018, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY OF OKLAHOMA, HEREINAFTER CALLED COUNTY, AND McAlester, OKLAHOMA, HEREINAFTER CALLED CITY.

**WHEREAS,
THE LEGISLATURE HAS PASSED AN ACT KNOWN AS THE OKLAHOMA CIVIL DEFENSE ACT OF 1957 AS AMENDED BY SENATE BILL 212 OF THE 17TH LEGISLATURE, AUTHORIZING COOPERATION BETWEEN CITY, COUNTY, STATE AND FEDERAL GOVERNMENTS TO CARRY OUT THE OBJECTIVES AND PURPOSE OF AN EMERGENCY MANAGEMENT PROGRAM, AND**

**WHEREAS,
THE SAME ACTS AUTHORIZE THE CITY AND COUNTY TO APPROPRIATE FUNDS FOR EMERGENCY MANAGEMENT AND DISASTER PURPOSES,**

**NOW,
THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**I.
VALIDATION**

THAT THE EXISTING JOINT EMERGENCY MANAGEMENT ADMINISTRATION BE EXTENDED AND RECOGNIZED TO BE THE JOINT EFFORT OF THE CITY AND COUNTY.

**II.
EXPENSES**

THE PARTIES HERETO WILL SHARE IN THE EXPENSES OF CARRYING ON A COMPREHENSIVE EMERGENCY MANAGEMENT PROGRAM INCLUDING AND EXTENDING BEYOND THE INITIAL CONTRACT AND AGREE TO PROVIDE IN THE BUDGETS OF EACH SUFFICIENT FUNDS WITH WHICH TO CARRY OUT THIS PROGRAM OF EMERGENCY MANAGEMENT FOR CITY AND COUNTY AND ANY ADJACENT AREAS DEEMED NECESSARY.

**III.
THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE STATE OFFICE OF EMERGENCY MANAGEMENT IN COOPERATING WITH THE FEDERAL GOVERNMENT AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL 85-606.**

**IV.
FINANCIAL TRANSACTIONS**

RECEIPT AND EXPENDITURE OF ALL FUNDS WILL BE HANDLED IN CONFORMITY WITH THE FINANCIAL PLAN FOR THE COUNTY/CITY EMERGENCY MANAGEMENT ORGANIZATION, IN ACCORDANCE WITH

APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS.

BUDGETS

THE EMERGENCY MANAGEMENT ADMINISTRATION SHALL, PRIOR TO THE BEGINNING OF EACH FISCAL YEAR, SUBMIT TO THE CITY AND THE COUNTY THE PROSPECTIVE BUDGET FOR ITS OPERATION FOR THE COMING YEAR.

The City of McAlester shall compensate the City/Pittsburg County Emergency Management in the amount of \$50,000 for the fiscal year 2018/2019, beginning July 1, 2018 ending June 30, 2019. The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments.

TASK ASSIGNMENTS AND RESPONSIBILITIES

1. **EMERGENCY MANAGEMENT DIRECTOR** is responsible for:

- A. Coordination of all phases of emergency management.
- B. EOC communication capability.
- C. Public information and education.
- D. EOC operation.
- E. Comprehensive emergency management planning.
- F. EOC staff training.
- G. Warning system planning.
- H. Damage assessment training.

WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.

Ross Selman
Chairman, Bd of County
Commissioners

Attest:

John Browne
Mayor

Attest

Hope Trammell
County Clerk

Cora Middleton
City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda E
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: May 15, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000.

Recommendation

Staff recommends authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester for funding in the amount of \$60,000.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

CONTRACT

This Contract is made between the City of McAlester, a municipal corporation ("City") and Pride In McAlester, Inc., a non-profit corporation ("PIM"). In this Contract, either the City or PIM may also be referred to individually as "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, the City desires to assist PIM in its efforts to enhance the community with activities to beautify and clean up McAlester; and

WHEREAS, PIM possess the knowledge, skills, and ability to assist the City in achieving these desires,

NOW, THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. SCOPE OF SERVICES

- A. PIM will engage in clean up and beautification activities on behalf of the City in order to promote the general welfare of the community and its citizens.
- B. PIM will provide procedural assistance on behalf of the City to promote and accomplish its announced purpose to improve the overall appearance, cleanliness, and sustainability of the City.
- C. The City and PIM will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of PIM's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, PIM shall provide quarterly reports to the City that shall include the current measurements against the goals and objectives and financial statements. Said reports shall be presented to the city manager within thirty days following the end of the City's fiscal quarters.
- E. The City will independently monitor PIM's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee and other boards and committees. PIM will provide its full cooperation in the preparation of such reports and will attend board and Committee meetings upon the City's request.

- F. PIM will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.
- G. The City of McAlester will provide use of the Former National Guard Armory located at 301 E. Polk Avenue for cleanup activities during October and April and provide reasonable support of these efforts for waste removal and recycling services.
- H. The Pride In McAlester Board of Directors and staff shall comply with the Oklahoma Open Meetings Act (Title 25, Oklahoma Statutes §§ 301-304) and the Oklahoma Open Records Act (Title 51, Oklahoma Statutes §§ 24A.1-24A.30). Notice of meetings shall be sent to the City Clerk and publicly posted within the time specified by law.

2. PAYMENT FOR SERVICES

- A. In support of PIM's normal cost of operations, the City will pay to PIM the amount of \$60,000.00 during the term of this Contract in monthly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.
- B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2018, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2019, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.

- D. Notices given under this Contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail, postage prepaid.
- E. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties.

If notice is sent to PIM, it shall be addressed to:

President of Board of Directors
Pride In McAlester
P.O. Box 583
McAlester, OK 74502

If notice is sent to the City, it shall be addressed to:

City Clerk
City of McAlester
City Hall
First and Washington
McAlester, OK 74501

4. ASSURANCES AND WARRANTIES

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.
- D. Nothing in this Contract is intended to authorize PIM to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

5. **INDEMNIFICATION**

- A. PIM shall indemnify and hold the City harmless from any and all claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of PIM or its employees.
- B. PIM shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. PIM waives and releases all actions, liabilities, loss and damages including any subrogated rights it may have against the City based upon any claim brought against the City do to the negligent acts or omission of a PIM employee.

6. **GENERAL TERMS AND CONDITIONS**

- A. **Access and Records.** PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender, or possession as the context requires.
- C. **City Right to Suspend Services.** Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this section.
- D. **Compliance with Laws.** PIM shall comply with all Federal, State, and Local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

- E. Conflict of Interest. To avoid any real or perceived conflict of interest, PIM shall refrain from hiring any person who is presently employed by the City. Further, the City shall be notified if any such person serves in any position or office of PIM.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to surrogate to the Parties' rights in the Contract, and/or any other right, in favor or immunity of the City.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms,

conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if PIM's promise to indemnify or hold the City harmless is found illegal or invalid, PIM shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

- L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- a. "ASSURANCES AND WARRANTIES"
 - b. "INDEMNIFICATION";
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2018, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

John Browne
Mayor

Cora Middleton
City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2018, for the Pride In McAlester.

PRIDE IN MCALESTER

Justin Few
President

ATTEST

Margaret Fields
Secretary



PROPOSED FY 2018-2019 GOALS AND OBJECTIVES

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.

GOAL: Average at least 15 volunteers assisting with each PIM Activity

GOAL: Build membership base to 115.

GOAL: Host Annual Awards Banquet and award members for outstanding service.

GOAL: Host monthly luncheon for membership and community member outreach.

GOAL: Research, apply, manage, and report on grants to support community enhancement and organizational operations.

OBJECTIVE: Continue to raise public awareness on PIM events and initiatives.

GOAL: Have 12 radio interviews and 3 public service announcements.

GOAL: Work with print news media by sending regular press releases about activities.

GOAL: Promote PIM events and initiatives through at least two social media outlets.

GOAL: Send monthly newsletters and regular updates via email and continue to grow the email recipient list.

GOAL: Give at least one presentation every quarter at various civic organizations, businesses, and other groups as available.

OBJECTIVE: Work with educational institutions and organizations

GOAL: Give at least one presentation at schools and organizations working with children.

GOAL: Participate in school workshops once a year.

GOAL: Develop and distribute flyers and posters on sustainability, volunteer days, community clean ups, and recycling.

GOAL: Support and award the Pride In McAlester Scholarship.

OBJECTIVE: Serve the McAlester community through beautification projects.

GOAL: Organize 10 community volunteer days to address and complete painting and other improvements in community areas.

GOAL: Complete the installation of at least one piece of public art.

GOAL: Paint at least 40 fire hydrants.

OBJECTIVE: Promote and encourage recycling.

GOAL: Work with community organizations, public school systems, and other public avenues to educate about the importance of recycling.

GOAL: Work with volunteers, waste haulers, recycling partners, businesses, and city officials towards the improvement of recycling options in the McAlester Community.

GOAL: Work to explore and make recommendations towards curbside recycling.

OBJECTIVE: Continue to work towards a cleaner McAlester

GOAL: Host Fall Cleanup including bulk waste, tires, electronics recycling and scrap metal.

GOAL: Host Spring Cleanup including bulk waste, tires, scrap metal, Household Hazardous Waste, Electronics Recycling and Prescription Drug Disposal.

GOAL: Continue to grow the Adopt-A-Block program to thirty-five participants.

OBJECTIVE: Promote and implement Keep Oklahoma Beautiful and Keep America Beautiful initiatives in McAlester.

GOAL: Promote America Recycles Day

GOAL: Carry out Great American Cleanup™ activities.

GOAL: Conduct a Holiday Recycling Promotion.

GOAL: Paint at least one building for Fresh Paint Days.

GOAL: Conduct an Arbor Day Activity

GOAL: Conduct a National Planting Day Activity

OBJECTIVE: Work with and maintain membership with other organizations.

GOAL: Maintain affiliation status and participation with Keep Oklahoma Beautiful and Keep America Beautiful.

GOAL: Continue to partner and support the activities of other national, statewide, and local organizations working towards beautification and sustainability.

Pride In McAlester 2018-2019 Proposed Budget

Revenue

Donations & Miscellaneous Fundraisers	\$	12,000
Grants & Sponsorships	\$	7,000
McAlester City Contract	\$	60,000
Membership	\$	3,000
Total Revenue	\$	82,000

Operating Expenses

Advertising	\$	1,200
Awards and Banquet	\$	3,500
Office and Storage Rent	\$	7,400
Office Supplies	\$	2,000
Payroll and Payroll Tax	\$	40,000
Travel and Meetings	\$	2,500
Insurance	\$	1,300
Household Hazardous Waste	\$	13,000
Electronic Recycling	\$	10,000
Dues, Fees, and Memberships	\$	800
Volunteer Projects	\$	2,000
Scholarship	\$	500
Public Art	\$	2,000
Vehicle Expenses	\$	1,200
Total Expenses	\$	87,400

Net (loss)

\$	5,400
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McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 26, 2018</u>	Item Number:	<u>Consent Agenda F</u>
Department:	<u>City Manager</u>	Account Code:	<u></u>
Prepared By:	<u>Peter Stasiak</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 19, 2017</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and McAlester Main Street for funding for the 2018/2019 fiscal year in the amount of \$30,000 as per the approved 2018/2019 Budget and to authorize the Mayor to sign an amended contract showing this amount.

Recommendation

Staff recommends approval of funding in the amount of \$30,000 as per the approved 2018/2019 Budget and to authorize the Mayor to sign an amended contract showing this amount.

Discussion

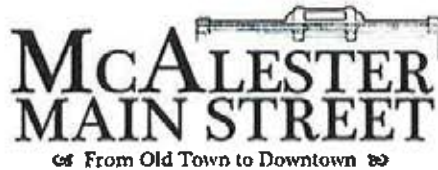
Approved By

Initial

Date

Department Head
City Manager

P. Stasiak



May 30, 2018

Dear Sirs:

With our request for the 2018-2019 fiscal year, McAlester Main Street would like to review our activities so far in the current fiscal year. Below, we have explained our progress in each area of the Main Street Four Point Approach for our current fiscal year to April 2018:

Organization

McAlester Main Street has been successful in increasing the funding generated towards our program in fundraisers. To date are fundraisers included Culturefest passport, Trick or Treat on the Street, McAlester's Better Block Vision Tour, Christmas Parade, Main Street Banquet and Chocolate Tour, Main Street has raised \$22,722.16 through the end of April.

McAlester Main Street has raised \$5,269.70 in partnerships as of April 30, 2018. We expect to receive an additional \$10,000 in partnerships by the end of the fiscal year.

Promotion

McAlester Main Street is continuing to grow in public and private awareness with our use of social media, McAlester Radio and McAlester News Capital. Main Street is also putting together a new and improved Shopping and Dining Guide to be handed out to businesses and hotels throughout McAlester knowing that hundreds of people stay evenings in hotels the guides will direct them and their families to both our districts.

Promotional events are a huge part in the contributing to the vitality and community use of Historic Districts. From Small Business Saturday, to Town Hall Meetings we have seen an increase of community gathering events centered in Old Town and Downtown McAlester. We have heard from our business operators and general public that they desire more no cost events where the streets stay open for traffic. As we continue our promotional efforts we are able to quickly react to changing interest and demands for local community members.

Design

McAlester Main Street Design committee and our partners successfully produced the Better Block Visioning Tour on November 30th 2017. This event allowed for community members to join in the vision and ask questions about the future implantation of the Downtown Streetscape Project. With an estimated cost to implement of over \$664,770 for East Choctaw Ave Main to Second Street. McAlester Main Street was excited to receive a conditional pledge from the Puterbaugh Foundation for \$125,000. Our Board of Directors and Partners will continue to raise funds and awareness about this major project.

A core guiding principal of the Main Street program is frequent and incremental updates to increase use and enjoyment therefore while we continue to work towards reaching the goals of the Streetscape Project we are also



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mobilizing resources to bring improvements to the Farmer's Market Parking Lot, East Choctaw from 3rd street to 5th street and Old Town McAlester.

Economic Vitality

Our Economic Vitality committee continues to be the unifying organization for Downtown and Old Town building owners and business operators. Over the year of McAlester Main Street's program multiple conversations have taken place about creating a sustainable funding program for infrastructure needs that hold back business owners from fully reactivating their properties. McAlester Main Street will continue to work with the newly established Downtown TIF Review Committee on discussing how a TIF district would work in McAlester.

During the calendar year 2017 Downtown and Old Town saw 9 façade improvements at \$93,000 and 6 buildings sell in a total amount of \$455,000. Including other building repairs and upgrades in the district a total of \$1,318,050 private reinvestment dollars occurred in Downtown and Old Town in 2017.

Additionally, we saw a net gain of 8 new businesses and 21 new full-time jobs during the year. Since McAlester Main Street began its work in 2008 more than 70 businesses have opened and are still operating, and 233 jobs have been added with total private reinvestment dollars in our districts of \$6,958,839.

Combining private and public improvements McAlester Main Street has tracked over \$14,094,602 of reinvestment in Downtown and Old Town McAlester since 2008.

McAlester Main Street looks forward to continued progress in the upcoming year, and we request continued partnership with the City of McAlester to move forward and improve our community. Please find the enclosed objectives for the upcoming fiscal year, our proposed contract, and a request of \$36,000 for the 2018-2019 fiscal year.

Thank you very much for your support.

Respectfully,

Christi John
President of the Board of Directors



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Locally powered.™

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Fiscal Year 2018-2019 Program Goals and Objectives

Design Committee:

- ❖ Engage community members in producing a Capital Improvement Plan for historic preservation within Main Street districts and facilitate the successful rehabilitation of properties that contribute the Historic District designation of Downtown McAlester.
- ❖ Facilitate the creation of a permanent bandstand at 1st Street and Choctaw Ave.
- ❖ Assistance in maintaining the Downtown parklet and pocket park in Old Town and Downtown McAlester.
- ❖ Implement a micro-grant program to encourage vitality and design updates in the districts.
- ❖ Complete a Better Block Project on the 3rd-5th block of East Choctaw with partners.
- ❖ Award \$1,000 in public art opportunities to local artist with the districts.
- ❖ Provide at least eight interior design consultation services to Downtown and Old Town business operators.

Economic Vitality Committee

- ❖ Assist in the creation of a façade grant program within the district.
- ❖ Implement a vacant building tour to highlight available properties in the Downtown and Old Town District.
- ❖ Use Department of Commerce resources to conduct an ESRI study in district.
- ❖ Coordinate with community partners to the creation of business spotlight and development opportunities such as a Taste of McAlester, Entrepreneur Fair/Training event, and kitchen and/or retail incubators.
- ❖ Track private and public investment in the district.

Organization Committee

- ❖ Generate \$20,500 through partner, sponsor and friend annual commitment drives and \$25,000 through fundraising activities.
- ❖ Create volunteer roles to support activating more volunteers in the work of commercial revitalization.
- ❖ Host or Co-host Culturefest, Main Street Banquet, Splash Bash, Christmas Parade, Vintage Christmas and Trick or Treat Party in the Street.
- ❖ Obtain a 501(c)3 status by December 2019.

Promotion Committee

- ❖ Develop a quarterly newsletter.
- ❖ Implement Business Spotlight of the Month Program.
- ❖ Continue to expand marketing efforts for our Main Street member businesses.
- ❖ Support the joint-effort of completing the installation of the Wayfinding system signage in both districts and the community.
- ❖ Assist in the development of promotional materials with McAlester Tourism, Choctaw County, OK Tourism, and other partners.



CONTRACT

This Contract is made between the City of McAlester, a municipal corporation ("City") and McAlester Main Street Association,, Inc., a non-profit corporation ("MMSA"). In this Contract, either the City or MMSA may also be referred to individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, the City of McAlester having been selected as an Oklahoma Main Street Community and desiring to promote and assist McAlester Main Street Association, Inc. in attaining the goals and objectives of such the program which are intended to accomplish the economic and commercial development and revitalization of the geographic commercial districts, as designated in its plan, hereinafter referred to as the "Districts", resulting in increased retail sales tax revenues, among other benefits, and to better inform business owners, entrepreneurs, developers and government officials; and WHEREAS, MMSA possesses the knowledge, skills and ability to assist the City in achieving these goals and objectives.

NOW, THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. SCOPE OF SERVICES

- A. MMSA will engage in those activities on behalf of the City in order to achieve the economic and commercial development and revitalization of the "Districts" and, to promote the general welfare of the community and its citizens.
- B. MMSA will provide technical assistance on behalf of the City to promote and accomplish its announced purpose, goals and objectives to the benefit of the City.
- C. The City and MMSA will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MMSA's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MMSA shall provide an action plan to the City within 60 days after the effective date of this Contract and update periodically as appropriate.
- E. MMSA will provide written reports to the City as requested that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.
- F. The City will independently monitor MMSA's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. MMSA will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. MMSA will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

2. PAYMENT FOR SERVICES

- A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a minimum amount of \$36,000 during the term of this Contract in monthly payments of \$3,000.00 to assist MMSA in accomplishing its goals.
- B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2018, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2019, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to MMSA, it shall be addressed to:

Board of Directors
McAlester Main Street
119 E Choctaw Ave. Ste. 104
McAlester, OK 74501

If notice is sent to the City, it shall be
addressed to:

City Clerk
City of McAlester
PO Box 570
McAlester, OK 74502

- E. Any modifications, amendments, recessions, waivers or releases to this

Contract must be in writing and agreed to by both Parties.

4. ASSURANCES AND WARRANTIES

- A. MMSA warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. MMSA shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. MMSA shall solely control, direct and supervise all MMSA employees with respect to all obligations under this Contract. MMSA will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MMSA or any MMSA employee. All MMSA employees assigned to provide services under this Contract by MMSA shall, in all cases, be deemed employees of MMSA and not employees, agents or subcontractors of the City.
- D. MMSA shall indemnify and hold the City harmless for all claims against the City by any MMSA employee, arising out of any contract for hire or employer-employee relationship between MMSA and any MMSA employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind. Further, MMSA indemnifies City against any claim or action arising from any negligent act committed by MMSA or its employees.
- E. Nothing in this Contract is intended to authorize MMSA to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or noncash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

5. INDEMNIFICATION

- A. MMSA shall indemnify and hold the City harmless from any and all Claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of MMSA or its employees.
- B. MMSA shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. MMSA waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any claim brought against the City suffered by a MMSA employee.

6. GENERAL TERMS AND CONDITIONS

- A. Access and Records. MMSA will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the

reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if MMSA has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MMSA if the city suspends services under this Section.

D. Compliance with Laws. MMSA shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

E. Conflict of Interest. To avoid any real or perceived conflict of interest, MMSA shall refrain from hiring any person who is presently employed by the City, or relatives of any person who are presently employed by the City. Further, MMSA shall notify the City Council if such persons shall serve in any position or office of MMSA

F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.

H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.

K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force and effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSA's shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claim against the City.

L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and /or cancellation of this Contract (or any part thereof) The terms and conditions are fully satisfied or expired by their very nature:

- a. "ASSURANCE AND WARRANTIES"
- b. "INDEMNIFICATION."
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day
of _____, 2018, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

John Browne
Mayor

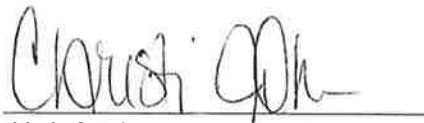
Cora Middleton
City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this 8 day of May, 2018, for McAlester Main Street Association

MCALISTER MAIN STREET

A handwritten signature in cursive script, appearing to read "Christi John", written over a horizontal line.

Christi John
President

ATTEST

A handwritten signature in cursive script, appearing to read "Lee Anderson", written over a horizontal line.

Lee Anderson
Vice President



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda G
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 18, 2018 Budgeted Amount: _____
Exhibits: Multiple

Subject

Consider and act upon, authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Inframark LLC (formerly known as Severn Trent Environmental Services, Inc.) to Manage, Operate and Maintain the Water Treatment Plant.

Recommendation

Staff recommends authorizing the Mayor to ratify and approve Agreement between McAlester Public Works Authority and Inframark LLC (formerly known as Severn Trent Environmental Services, Inc.) to Manage, Operate and Maintain the Water Treatment Plant.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



Severn Trent – North America
2002 West Grand Parkway
North
Suite 100
Katy, TX 77449
Tel. 281-578-4200



NOTICE: NEW COMPANY NAME AND LOGO

December 4, 2017

Dear Valued Customer,

On the enclosed invoice you will notice our new company name and logo. Effective December 1, 2017, we are now known as Inframark LLC (formerly known as Severn Trent Environmental Services).

This is an exciting step in our evolution of becoming a new, independent American company focused on providing vital infrastructure services to your communities. In the coming days and weeks, you will see more of our new name and logo displayed on our company website, email correspondence, vehicles, and uniforms.

To ensure prompt payment application, please make your payment payable to Inframark LLC. To streamline your payment process, payment is now accepted via ACH, Wire Transfer, or Lockbox Remittance using the following information:

For ACH Payments:

Bank Routing and Transit Number: 111000614
Account Number: 912593196
Account Name: Operating Account

For Wire Transfer Payments:

Inframark LLC – Account Number: 912593196
Bank Routing and Transit Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JP Morgan Chase, New York, NY 10004

For Lockbox Remittances:

Inframark LLC
P.O. Box 733778
Dallas, Texas 75373-3778

For Overnight/Courier Delivery to Lockbox:

JPMorgan Chase (TX1-0029)
Attn. Inframark LLC & 733778
14800 Frye Road, 2nd. Floor
Ft. Worth, TX 76155



Severn Trent – North America
2002 West Grand Parkway
North
Suite 100
Katy, TX 77449
Tel. 281-578-4200

Please continue to **include the Project ID and the Invoice Number with your payment.** This information can be found at the top right-hand corner of your invoice.

Thank you very much for your cooperation. We value your business and look forward to continuing to provide you with the highest level of customer service.

Sincerely,

Melisa Hickman
Revenue Accounting Manager
Inframark LLC
Melisa.Hickman@inframark.com

THIS WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this day of 2014, between:

MCALESTER PUBLIC WORKS AUTHORITY, a public trust organized under the laws of the State of Oklahoma (the "Authority"); and

SEVERN TRENT ENVIRONMENTAL SERVICES, INC., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator").

BACKGROUND

The Authority desires to hire a professional firm to operate and maintain the Authority's facilities as described in Schedule 2 of this Agreement ("Facilities") and the Operator desires to provide said operations and maintenance services to the Authority.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM

1.1 This Agreement shall commence on July 1, 2014 ("Commencement Date") and shall remain in full force and effect until June 30, 2019 (the "Initial Term") unless terminated earlier under Section 8 below. After the Initial Term, the Agreement shall be automatically renewed for successive five (5) year periods unless cancelled in writing by either party at least sixty (60) days prior to the expiration of the then current term.

2) SERVICES

2.1 The services to be provided by the Operator as more fully set out in Schedule 1 (the "Services"). For a period of one (1) year following the Commencement Date, the Operator will evaluate the reduction of the staffed operation of the water plant from the initial staffing of twenty four (24) hours per day. Prior to the implementation of any such reduction, the parties shall negotiate and agree upon any adjustments in the Base Fee (defined below) or the scope of Services. The parties agree that the staffing of the Facilities must be sufficient to perform the Services and to comply with Applicable Law.

2.2 The Operator shall:

2.2.1 perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities, exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.

2.2.2 use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities and Applicable Law;

2.2.3 perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by Applicable Law. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water, or shall be in accordance with testing requirements of Applicable Law;

2.2.4 subject to the limitations in Sections 3 and 6, below, perform the routine maintenance tasks set out in Schedule 1.

2.2.5 maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Authority a monthly report, delivered to the Authority the following month, including a narrative and summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and Maintenance Limit) and data required for monthly reporting to local, state and federal agencies.

2.3 Notwithstanding Section 2.2.1 above, beginning immediately upon the date this Agreement is executed and until the date of issuance by the Operator of a written certificate of acceptance pursuant to Section 2.3.2 below, Operator shall manage and operate the Facilities by utilizing its best efforts to meet the requirements of the Facilities' environmental permits and licenses. During this period, in the event that any raw water cannot be properly treated using the processes and equipment provided at such Facility, the Operator shall not be responsible for compliance with the applicable environmental permit or with any other relevant provision of Applicable Law, or for any other consequence resulting therefrom, including, without limitation, any resulting fines, penalties or damages, except for those caused by Operator's negligence. To the extent that both the Authority and Operator are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim against the Authority for damages or fines arising from the operation and maintenance of the Facilities, then in such event, the Authority and Operator shall each be responsible for the portion of the liability equal to its comparative share of the total negligence.

2.3.1 Within sixty (60) days after the completion of the Capital Improvements performed in accordance with Section 12 below, which are expected to include Capital Improvements identified in an engineering report on the condition of the Facilities that is being prepared by Tetra Tech (a firm retained by the Authority), the Operator shall determine whether it accepts those compliance obligations specified in Section 2.2.1 above. This acceptance determination shall be based on the following criteria: (i) whether, based on reasonably available information, the individual components of the upgraded Facilities may be reasonably judged to be capable of performing to their stated design criteria and specifications; and (ii) whether, as a whole, based on reasonably available information, the upgraded Facilities may be reasonably judged to be capable of treating all anticipated raw water to be delivered to the Facilities in full compliance with Applicable Law.

2.3.2 The Operator's acceptance of the compliance responsibilities described in Section 2.3.1 above shall be signified by issuing a written certificate of acceptance that has been signed by

Operator's signatory to the Agreement, or his duly authorized designee. Such acceptance by the Operator shall not be unreasonably withheld.

2.3.3 In the event that Operator is unwilling to issue a written certificate of acceptance in accordance with Section 2.3.2 above, Operator shall issue a written notice to the Authority specifically delineating its reasons for refusing to accept the compliance responsibility for the Facilities. Following such notice, the parties shall negotiate in good faith for a period of not less than ninety (90) days or until reaching concurrence to set a schedule for the Authority to cure such deficiencies at the Facilities, or in the alternative, following such negotiation period, the Authority will have the right to cancel this Agreement in its entirety.

2.4 For the duration of this Agreement, the Authority hereby grants the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities under Authority's ownership and which have been assigned by Authority to the Facilities.

2.5 The Operator shall provide all calculations to the Authority to determine whether or not the Baseline Conditions have been exceeded on an annual basis as of each Adjustment Date.

3) REPAIRS AND MAINTENANCE

3.1 The Operator shall be responsible for all Annual Maintenance Expenditures up to the aggregate Annual Repair and Maintenance Limit. Any and all costs in excess of the Annual Repair and Maintenance Limit shall be the responsibility of the Authority.

3.2 Except in the case of an Emergency Event, the Operator shall obtain the prior written approval of the Authority for any single maintenance-related expense which shall cost more than two thousand dollars (\$2,000.00). When the Operator determines that an Emergency Event exists, it may begin immediately taking any necessary action, without the Authority's prior approval. Any costs incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the Authority's subsequent review and approval.

3.3 Should these expenditures exceed eighty percent (80%) of the Annual Repair and Maintenance Limit prior to the end of any Agreement Year, the Operator shall notify the Authority and the parties will meet to mutually agree on necessary procedures to ensure this function is funded through the remainder of that Agreement Year.

3.4 Operator shall maintain up-to-date financial and accounting records as they apply to the Annual Maintenance Expenditures. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Authority within thirty (30) days of Authority's written request.

3.5 The Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Limit. Any portion of the Annual Maintenance Limit that has not been spent at the end of the Agreement Year will be reimbursed to the Authority within thirty (30) days of the end of the Agreement Year.

4) CHEMICALS

4.1 The Operator shall be responsible for all the cost of chemicals utilized in the performance of the Services up to the aggregate Annual Chemical Limit. Any and all costs in excess of the Annual Chemical Limit shall be the responsibility of the Authority.

4.2 Operator shall maintain up-to-date financial and accounting records as they apply to the expenditures credited towards the Annual Chemical Limit. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Authority within thirty (30) days of Authority's written request.

4.3 Should these expenditures exceed eighty percent (80%) of the Annual Chemical Limit prior to the end of any Agreement Year, the Operator shall notify the Authority and the parties shall meet to mutually agree on necessary procedures to ensure this function is funded through the remainder of that Agreement Year.

4.4 The Operator will track those expenditures incurred against the Annual Chemical Limit. Any portion of the Annual Chemical Limit that has not been spent at the end of the Agreement Year will either be credited against the following year's Base Fee or reimbursed to the Authority within thirty (30) days of the end of the Agreement Year.

5) ELECTRICITY

5.1 The Operator shall be responsible for all costs of consumption of electricity at the facilities up to the aggregate Annual Electricity Limit. Any and all costs in excess of the Annual Electricity Limit shall be the responsibility of the Authority.

5.2 Operator shall maintain up-to-date financial and accounting records as they apply to the expenditures credited towards the Annual Electricity Limit. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Authority within thirty (30) days of Authority's written request.

5.3 Should these expenditures exceed eighty percent (80%) of the Annual Electricity Limit prior to the end of any Agreement Year, the Operator shall notify the Authority and the parties will meet to mutually agree on necessary procedures to ensure this function is funded through the remainder of that Agreement Year.

5.4 The Operator will track those expenditures incurred against the Annual Electricity Limit. Any portion of the Annual Electricity Limit that has not been spent at the end of the Agreement Year will either be credited against the following year's Base Fee or reimbursed to the Authority within thirty (30) days of the end of the Agreement Year.

6) AUTHORITY OBLIGATIONS

6.1 The Authority shall:

a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Authority's Permits;

- b) arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facility, including, water, gas, internet services and telephone usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from raw water or pollutant loads exceeding the Baseline Conditions; (v) for the retention of the accounts for electricity in the Authority's name in order to retain most advantageous rates; and vi) all Capital Improvements;
- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Authority's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;
- d) during visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Operator;
- e) maintain all water lines, pipes, and all other water transportation lines ("Authority Lines"), in a manner that will prevent, to the extent practicable, any damage to the operation of the Facilities due to leakage of water from such Authority Lines;
- f) perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement;
- g) provide for all treatment and disposal of Process Residue as deemed necessary by the Operator for the proper operation of the Facilities in accordance with industry standard practices and Applicable Law;
- h) perform all distribution system flushing with input from the Operator regarding water quality analysis;
- i) provide for generator fuel for both the fixed and portable generators in case of unplanned emergency operation;
- j) provide all scheduled public notices (annual CCR, etc.) with operational information provided by the Operator;
- k) provide all major storage tank maintenance, painting and repair;
- l) provide all equipment currently in place at the water treatment plant including tools, lab equipment, tractors, and mowing equipment; and

7) FEES AND PAYMENT

7.1 For the period beginning on the Commencement Date, the Authority shall pay the Operator an annual fee (the "Base Fee") as set out in Schedule 5. The amount of the Base Fee shall be increased on each Adjustment Date in accordance with the formula set forth in Schedule

5. In no event shall the Base Fee be reduced by virtue of the formula. The calculation of the revised Base Fee, as well as the Annual Repair and Maintenance Limit, the Annual Chemical Limit, and the Annual Electricity Limit by the Operator shall occur on or before each May 30th during the term of this Agreement and such calculations shall be promptly transmitted to the Authority.

7.2 Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1½%) per month from the original due date and until payment is received.

7.3 In the event of a change in the Services or Applicable Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Authority and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the Agreement may be terminated immediately by either party.

7.4 That the Operator shall not reduce services to be performed under this Agreement without mutual agreement. Reduction of the overall scope of Services performed by the Operator under this Agreement may not, over the entire term of this Agreement, reduce the Base Fee by an amount greater than twenty five percent (25%) of the Base Fee as of the Commencement Date.

8) TERMINATION

8.1 Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently.

8.2 In the event of the termination of this Agreement under 8.1 above, the Authority shall pay the Operator for the Services provided and invoiced by Operator up to the effective date of termination plus the unamortized balance of any Capital Improvements financed or paid for by the Operator as reflected on Operator's financial statements. Payment shall be made within thirty (30) days of the date of the Authority's receipt of applicable invoices or the balance of any qualifying Capital Improvements referenced herein.

9) FINES, INDEMNIFICATION AND LIMITATION

9.1 In the event that water treatment violations occur following the Commencement Date, subject to Sections 2.3 and 13.6, the Operator shall, in respect of violations that may be imposed by Applicable Law, be responsible for: fines, penalties, or damages; and/or ii) admitting its fault. Prior to settlement or payment of any such fines, penalties or damages, the Operator reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

9.2 If the Facilities loading exceed its design parameters or if the raw water contains: i) abnormal, toxic or other substances which cannot be removed or treated by the existing Facilities; or ii) discharges which violate applicable water ordinances, the Operator will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated treated water characteristics or damages, fines or penalties which result.

9.3 The Operator shall defend, indemnify and hold harmless the Authority and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury and/or property damage, to the extent caused by the willful or negligent acts or omissions of the Operator. That the Authority shall hold harmless the Operator and their respective successors and assigns against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party for wrongful death, bodily injury and/or property damage, to the extent caused by the willful or negligent acts or omissions of the Authority.

9.4 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

9.5 Unless prohibited by law, the Operator's liability for claims covered by the insurance provided pursuant to Section 10 below shall be limited to the insurance policy limits set out in Section 10.

10) INSURANCE

10.1 The Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:

10.1.1 Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and

10.1.2 Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and

10.1.3 Automobile Liability Insurance with a combined single limit in the amount of one million dollars (\$1,000,000).

10.1.4 Contractor's pollution liability insurance with a limit of two million dollars (\$2,000,000) per claim and aggregate.

10.2 The Operator will name the Authority as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by the Authority arising as a result of

Authority's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Authority's proportionate degree of negligence or fault. Operator agrees to provide the Authority with thirty (30) days' notice prior to cancellation of any policy hereunder. The Operator will provide the Authority with insurance certificates confirming the levels of coverage in Section 8.1 and that the Authority is named as an additional insured.

10.3 The Authority warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

11) DISPUTES

11.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

12) INITIAL CAPITAL IMPROVEMENT AND PROFESSIONAL SERVICES PROJECTS

12.1 During negotiations leading to this Agreement and as part of the proposal submitted by the Operator to operate and maintain the Facilities, the Operator has agreed to make certain improvements and/or modifications to the Facilities in order to address certain deficiencies identified by the Operator, enhance efficiency and improve compliance with Applicable Law (the "Initial Capital Improvement and Professional Services Projects").

12.2 The Initial Capital Improvement and Professional Services Projects program (the "Program") may include, but is not limited to the items listed in Schedule 7. These items will be finalized with mutual agreement between the Operator and the Authority prior to implementation.

12.3 The Operator agrees to expend/incure up to approximately four hundred twenty-five thousand (\$425,000) dollars in costs on the Program, but in no event shall the cost of the Program exceed such amount without mutual agreement and the Authority's prior written consent. The Initial Capital Improvement and Professional Services Projects costs shall include the cost of all engineers and subcontractors hired by the Operator, the cost of materials, supplies, tools, equipment, insurance, bonding expenses, plus an agreed-upon allocation of five percent (5%) of the total of all such costs and expenses towards the Operator's oversight and management of the Services. Upon the completion of the Program, the Operator shall provide the Authority with full accounting and backup information by line item to substantiate and establish the actual costs incurred by the Operator for the Initial Capital Improvement and Professional Services Projects. Any disagreement regarding such costs shall, where appropriate and feasible, be resolved in accordance with the provisions of Section 11 hereunder.

12.4 The Operator shall, within ninety (90) days of the Commencement Date, present the Program and a schedule for the implementation of same for the Authority's review and approval, which shall not be unreasonably withheld or delayed.

12.5 The Authority shall reimburse the Operator for the actual cost of the Initial Capital Improvement and Professional Services Projects. The Authority shall make such reimbursement payments (the "Reimbursement Payments") to the Operator in equal monthly installments commencing on the last day of the first month immediately following the completion of the Program (but in no event earlier than nine months from the Commencement Date) over the period of one-hundred and twenty (120) months. The actual amount of the Reimbursement Payments shall be calculated by utilizing a self-amortization loan schedule, bearing fixed interest at the rate of five percent (5%) per annum and amortized in full over the designated reimbursement period. In the event of a disagreement between the parties regarding the actual cost of any or all of the Initial Capital Improvement and Professional Services Projects, the Reimbursement Payments shall be based on the amount not in dispute; provided however that if it is finally determined (in accordance with Article 11 herein or through a judicial process as provided in this Agreement) that a portion or all of the disputed amounts are proper costs that should have been included in the calculation of the Reimbursement Payments, the Authority shall pay the Operator all such improperly disputed amounts in one lump sum payment within thirty (30) days of such final determination together with interest accruing thereon from the due date of the first Reimbursement Payment at the rate of five percent (5%) per annum.

12.6 In the event of the non-renewal or an early termination of this Agreement for any reason, the Authority shall be obligated to pay the Operator an amount (the "Early Termination Amount") in order to reimburse the Operator for the unpaid cost of the Initial Capital Improvement and Professional Services Projects. If this Agreement is terminated prior to the due date of the first Reimbursement Payment, the Early Termination Amount shall equal to the total cost incurred by the Operator prior to the effective date of such termination calculated in accordance with Section 12.5 above. If this Agreement is terminated subsequent to the due date of the first Reimbursement Payment, or in the event of the non-renewal of this Agreement, the Early Termination Amount shall equal the figure on the self-amortization loan schedule described in Section 12.3 above reflecting the unpaid principal balance remaining as of the day that the termination/non-renewal of the Agreement becomes effective plus all improperly disputed Initial Capital Expenditure Program costs, if any.

12.7 Title to all equipment, fixtures and/or other items purchased under the Initial Capital Improvement and Professional Services Projects shall vest with the Operator until the earlier of the following events: (a) the payment of the Early Termination Amount, or (b) the full payment to the Operator for any such project, at which time such title to those items associated with such individual project shall automatically pass to the Authority.

13) MISCELLANEOUS

13.1 The relationship of the Operator to the Authority is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Authority, the relationship of principal and agent,

joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

13.2 This Agreement contains the entire agreement between the Authority and the Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by both parties.

13.3 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

13.4 Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement.

13.5 Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13.6 A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

13.7 The Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the Authority is located.

13.8 In the event that the Authority receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Authority shall give the Operator prompt notice of such proceedings and shall inform the Operator in advance of all hearings. In the event the Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Operator shall give Authority prompt notice of such proceedings.

13.9 All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

Sewer Trent Environmental Services, Inc.
580 Virginia Drive
Suite 300
Fort Washington, Pennsylvania 19034

The McAlester Public Works Authority
P.O. Box 578
McAlester, OK 74502
Attn: City Clerk

13.10 Defined terms in this Agreement are set out in Schedule 3 or within the main body of this Agreement, within quotation marks.

13.11 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

13.12 This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

13.13 Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

MCALESTER PUBLIC WORKS AUTHORITY:

By: Sam Harris
Title: Mayor

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By: Jan Albass
Title: VP

Schedule 1: The Services

The Services include:

- (a) production of treated water as reasonably necessary to meet demand for water by the Authority's customers, as well as using reasonable efforts to maintain operationally appropriate water storage capacity levels in all water storage facilities in the distribution system;
- (b) routine preventive maintenance of the Facilities;
- (c) repair and replacement of the Facilities' equipment;
- (d) laboratory testing and analysis; and
- (e) preparation and prompt delivery of all applicable and required filings, including reports, to Authority and to regulatory agencies as prescribed by Applicable Law; and
- (f) mowing and minor ground maintenance

Routine preventive maintenance

- (i) routine preventive maintenance in accordance with the operators experience, acceptable industry practice and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
- (ii) routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities;
- (iii) clean and lubricate equipment;
- (iv) make equipment inspections and needed adjustments;
- (v) perform building and grounds janitorial services for the Facilities and cleaning of all equipment and vehicles;
- (vi) perform minor, non-licensed plumbing and electrical maintenance;
- (vii) maintain vehicles and light duty service trucks necessary for daily operations;
- (viii) perform all minor, non-licensed, non-specialized maintenance of the Facilities' instrumentation, including instrumentation provided to the Operator by the Authority under this Agreement;
- (ix) schedule and track all preventative and corrective maintenance and perform spare parts inventory control in accordance with standard industry practice.

Schedule 2: The Facilities

1 Water Supply

The main raw water supply is Lake McAlester; a 2000 acre lake located about 1.7 miles northwest of the water plant.

2 Water Treatment Plant

The water treatment plant, located at 5200 Waterworks Road. The water treatment plant is operated under Permit #1020609.

3 Storage Tanks

The following storage tanks are included in the Facilities:

- a. Seminole Tank
- b. Buffalo Tank
- c. Carl Albert Tank
- d. Skyline Tank
- e. Taylor Industrial Park Tank

5 Booster Stations

The following booster stations are included in the Facilities:

- a. KFC Station
- b. Summit Ridge

Schedule 3: Definitions

"Abnormal or Biologically Toxic Materials" may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water.

"Adjustment Date" means each July 1st during the term of this Agreement, except that the first Adjustment Date shall be July 1, 2015.

"Agreement Year" means any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on July 1st and ends on the following June 30th.

"Annual Maintenance Expenditures" means the total of all expenses incurred annually by the Operator in connection with the performance of its maintenance responsibilities under this Agreement. The Annual Maintenance Expenditures shall: i) exclude Operator's direct labor expenses and related benefits for its personnel assigned exclusively to the operations and maintenance of the Facilities and whose cost is included in the Base Fee; ii) include, but not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's overtime costs and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate.

"Annual Chemical Limit" means the total of all Annual Chemical Expenditures in an amount up to a maximum of the amount in Schedule 5 for the first Agreement Year. For each Agreement Year thereafter, the Annual Chemical Limit shall be increased on each Adjustment Date by the Price Index Increase.

"Annual Electricity Limit" means the total of all Annual Electricity Expenditures in an amount up to a maximum of the amount in Schedule 5 for the first Agreement Year. For each Agreement Year thereafter, the Annual Electricity Limit shall be increased on each Adjustment Date by the Price Index Increase.

"Annual Repair and Maintenance Limit" means the total of all Annual Maintenance Expenditures in an amount up to a maximum of the amount in Schedule 5 for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Limit shall be increased on each Adjustment Date by the Price Index Increase.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Authority's raw and finished water.

"Authority's Permit(s)" and/or *"Permit(s)"* means all permits and licenses issued to Authority or the City of McAlester and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 4 of this Agreement.

"Baseline Conditions" means the amount of raw water received and/or processed at the Facilities and the maximum pollutant limits contained in such raw water, all as outlined in Schedule 6. The Baseline Conditions shall be reset and adjusted on each and every Adjustment Date to reflect the actual raw water amount and pollutants processed at the Facilities during the Agreement Year just ended.

"Capital Improvements" means any modifications, additions or upgrades to the Facilities made by or on behalf of the Authority with its prior approval, and shall include all repair or replacement items with a cost of five thousand dollars (\$5,000.00) or greater..

"Emergency Event" means an event which threatens the immediate shutdown of (or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of the Authority and/or the Operator, their employees and/or agents or others.

"Force Majeure" means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

"Non-Processible Water" is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

"Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for all Items, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

"Price Index Increase" means the percentage increase between the Price Index in effect as of the month of each and every April 1st during the terms of the Agreement over the Price Index in effect as of April 1st of the prior Agreement Year, except for the Price Index Increase calculated on the first Adjustment Date, which shall be the percentage increase between the Price Index in effect as of the Commencement Date over the Price Index in effect as of April 1, 2015. The Price Index Increase shall be calculated on or before each and every May 30th during the term of this Agreement for the purpose of adjusting the Base Fee, the Annual Repair and Maintenance Limit, the Annual Chemical Limit, and the Annual Electricity Limit as of each Adjustment Date.

"Process Residue" means sludge, grit, screenings and any related trash generated by or through the operation of the Facilities.

Schedule 4: Authority's Permits

Attached is the Authority's Permit to Discharge OPDES No. OKG 380039 which expired 12/31/12. This permit was renewed effective 11/15/12, and a request for this document has been placed with ODEQ central records. This will replace that attached document upon receipt.

As there is no other "permit" in place, the Facility will also be governed by the EPA Safe Drinking Water Act requirements in place at the time of this agreement.



received
8-1-08

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY
Governor

July 28, 2008

David R. Medley, P.E., Utility Director
McAlester Public Works Authority
P.O. Box 578
McAlester, Oklahoma 74502

Re: DEQ Application for Issuance, Permit to Discharge OPDES No. OKG380039
McAlester Public Works Authority
Facility ID No W-20603

Dear Mr. Medley:

Your new OPDES permit authorization is enclosed. The effective and expiration dates of this permit authorization appear on the cover page.

Previous pre-printed Discharge Monitoring Report (DMR) forms may not be consistent with the new permit requirements and there may be delays in receiving updated DMR forms. We are enclosing a blank DMR form (with instructions) which may be copied and used for reporting if necessary prior to receiving updated DMR forms.

Should you have any questions regarding the permit authorization, please contact the Municipal Permits Section at the letterhead address or telephone (405) 702-8100. Should you have any questions regarding compliance with the conditions of this permit, please contact the Municipal Wastewater Enforcement Section at the same address and phone number.

Sincerely,

Carol Paden

Carol Paden, P.E., Manager
Municipal Permits Section
Water Quality Division

CMP/TK/kw

Enclosures

c: McAlester DEQ Office
Stan Keichum, DEQ Regional Manager



**AUTHORIZATION TO DISCHARGE WASTEWATER FROM FILTER BACKWASH
OPERATIONS AT POTABLE WATER TREATMENT PLANTS
UNDER THE OKLAHOMA POLLUTANT DISCHARGE ELIMINATION SYSTEM
GENERAL PERMIT OKG38**

AUTHORIZATION NUMBER: OKG380039 FACILITY ID NUMBER: W-20603
--

In compliance with the Oklahoma Pollutant Discharge Elimination System Act (OPDES Act), Title 27A O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder (See OAC 252:605); the Federal Clean Water Act, Public Law 95-217 (33 U.S.C. 1251 *et seq.*), Section 402; and OPDES Regulations (40 CFR Parts 122, 124 and 403),

McAlester Public Works Authority
Water Treatment Plant (State ID# W-20603)
P.O. Box 578
McAlester, OK 74502

is hereby authorized to discharge treated wastewater from filter backwash operations at potable water treatment facility located at approximately:

SW¼ of the NE¼ of Section 14,
Township 6 North, Range 14 East, Indian Meridian,
Pittsburg County, State of Oklahoma

to receiving waters: Unnamed tributary to Coal Creek, WBID No. 220600020010

at a point located approximately:

Latitude: 34°-59'-40.125" N
Longitude: 95°-47'-41.149" W

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I, II, and III hereof.

This Authorization replaces and supersedes individual permit No. OK0044393 that became effective on March 1, 2004.

This Authorization shall become effective on January 1, 2008.

This Authorization shall expire at midnight December 31, 2012.

This is to certify that the proposed wastewater discharges set forth in this Authorization meet the requirements of the Oklahoma Water Quality Standards and the DEQ Rules, provided the permittee does not exceed the effluent limitations set forth in this Authorization.

Issued this 28th day of July, 2008.

For the Oklahoma Department of Environmental Quality:



Carol Paden, P.E., Manager
Municipal Permits Section
Water Quality Division

PART I

A. Effluent Limitations and Monitoring Requirements

During the period beginning the effective date and lasting through date of expiration of this Authorization, the permittee is authorized to discharge filter backwash wastewater in accordance with the following limitations.

Pollutants	Discharge Limitations			Monitoring Requirements	
	Mass (lbs/day)	Concentration (mg/l)		Measurement Frequency	Sample Type
	Monthly Avg.	Monthly Avg.	Weekly Avg.		
Flow [50050]	Report (mgd)	---	---	Daily ^a	Instantaneous
Total Suspended Solids (TSS) [00530]	25.0	20	30	1/month ^{a, b}	Grab
Iron, Dissolved [01046]	1.25	1.0	2.0	1/month ^{a, b}	Grab
Aluminum, Dissolved [01106] ^c	1.25	1.0	2.0	1/month ^{a, b}	Grab
Manganese, Dissolved [01056]	1.25	1.0	2.0	1/month ^{a, b}	Grab
pH [00400]	—	6.5 – 9.0 s.u.		1/week ^{a, b}	Grab

^a When discharging.

^b Readings may be averaged for the month if an individual sample is in excess of the monthly average.

^c If no alum is used for an entire reporting period, the permittee shall report a value of "zero" for the monthly average and enter "No alum used this reporting period" in the comments section on the DMR for that reporting period.

Mass loadings have been calculated based on a flow of 0.15 mgd which represents 4% of the average water supply capacity (4 mgd) of the facility and the following equation:

$$\text{lbs/day} = 30\text{-day average concentration} \times \text{flow} \times 8.34$$

Samples taken in compliance with the monitoring requirements specified above shall be taken at the discharge from the final treatment unit.

All monitoring and reporting requirements shall also be in compliance with Section III.B of this Authorization

B. Reporting and Monitoring Requirements

Monitoring results shall be reported in accordance with the provisions of Part III.E.4 of the Authorization. Monitoring results obtained during the previous month shall be summarized and reported on the discharge Monitoring Report (DMR) forms postmarked no later than the 10th day of the following month. If no discharge occurs during the reporting period, DMR forms stating "No Discharge" shall be submitted according to the above schedule.

The first report shall be due on August 10, 2008.

Inactivity Status: During months in which there is no activity at the facility, DMR forms stating "No Discharge" shall be submitted for that month.

PART II
OTHER PERMIT REQUIREMENTS

- A. The permittee is hereby given notice that this Authorization is in all respects subject to compliance with and actions under any and all applicable and relevant terms, conditions, provisions and requirements and any and all amendments of the laws of the State of Oklahoma, DEQ Rules, and Oklahoma's Water Quality Standards. The absence of any express reference within this Authorization of any particular statutory requirement, rule(s), regulation(s), or standard(s) shall in no respect be deemed or construed to exempt or preclude the application of such requirement, rule(s), regulation(s), or standard(s), to this permit or the permittee.
- B. This Authorization is subject to reopening and modification to implement additional sampling and limitations for pollutants resulting from sampling required by this Authorization, or by the results of additional sampling required by the DEQ.
- C. All laboratory analyses for the parameters specified in this Authorization must be performed by a laboratory certified by the DEQ for those parameters.
- D. Unless otherwise specified in this Authorization, monitoring shall be conducted according to analytical, apparatus and materials, sample collection, preservation, handling, etc., procedures listed at 40 CFR Part 136 are specifically referenced as part of this requirement. Amendments to 40 CFR Part 136 promulgated after the effective date of this Authorization shall supersede these requirements as applicable.
- E. **Residual Management and Disposal Requirements**
 - 1. Residuals (sludge) shall not be removed from this facility nor shall the facility be closed until a Residuals Management Plan, or Closure Plan if applicable, has received written approval by the Oklahoma Department of Environmental Quality (DEQ). At a minimum, the residuals management plan must demonstrate those residual disposal practices that comply with the DEQ rules governing Residuals Management (OAC 252:626-13). All residuals (sludge) must be handled and disposed of in accordance with all applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants which may be present.
 - 2. The permittee shall give 120 days prior notice to the DEQ of any changes in the residuals (sludge) disposal practice.

PART III. STANDARD CONDITIONS FOR OPDES MUNICIPAL/DOMESTIC PERMIT

SECTION A. Definitions

In addition to the definitions included in the Oklahoma Pollutant Discharge Elimination System Act (OPDES Act), Title 27 O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder (See OAC 252-606); the following definitions shall apply to this permit:

- 1 "Act" means the OPDES Act as amended.
- 2 "Applicable effluent standards and limitations" means all state and federal effluent standards and limitations to which a discharge is subject under the Act, including, but not limited to, effluent limitations, standards of performance, toxic effluent standards and prohibitions, and pretreatment standards.
- 3 "Applicable water quality standards" means all water quality standards to which a discharge is subject under the Act.
- 4 "Average limitations"
 - a "7-day average" (or weekly average), other than for coliform bacteria, is the arithmetic mean of the daily values for all effluent samples collected during a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week. The "7-day average" for coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
 - b. "30-day average" (or monthly average), other than for coliform bacteria, is the arithmetic mean of the daily values for all effluent samples collected during a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month. The "30 day average" for coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar month.
- 5 "Bypass" means the diversion, whether intentional or unintentional, of waste streams from any portion of the collection system or treatment facility.
- 6 "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the sampling day. "Daily discharge" determination of concentrations made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the "daily discharge" determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that sampling day.
- 7 "Daily maximum" discharge limitation means the highest allowable "daily discharge" during the calendar month.
- 8 "Environmental Protection Agency" (EPA) means the U.S. Environmental Protection Agency.
- 9 "Executive Director" means the Executive Director of the State of Oklahoma Department of Environmental Quality (DEQ) or his/her authorized representative(s).
- 10 "Industrial user" means a nondomestic discharger, as identified in 40 CFR, Part 403, introducing pollutants to a publicly owned treatment works.
- 11 "Oklahoma Pollutant Discharge Elimination System" (OPDES) means the state program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under the Act.
- 12 "Oklahoma Department of Environmental Quality" also known as (DEQ), means the State of Oklahoma Department of Environmental Quality.
- 13 "OPDES Act" means the Oklahoma Pollutant Discharge Elimination System Act, Title 27 O.S. § 2-6-201 *et seq.*
14. "Samples"
 - a. For coliform bacteria, a sample consists of one effluent grab portion collected during a 24-hour period at peak loads.
 - b. "Grab sample" means an individual sample collected in less than 15 minutes.
 - c. "SBR (sequential batch reactor) sample and the various composite samples" are as defined in the OPDES Act, the Oklahoma Environmental Quality Code, rules transferred to or promulgated thereunder by DEQ.

SBR Composite Sample:

SBR Sample

A minimum of three aliquots collected from the discharge of a reactor. The first aliquot must be collected no later than $\frac{1}{4}$ time, the second approximately $\frac{1}{2}$ time, and the third no earlier than $\frac{3}{4}$ time from the initiation of a discharge cycle to the stoppage of the discharge cycle. The three aliquots shall consist of equal portions unless the rate of discharge from the reactor varies significantly during the cycle, in which case the measurement of the flow occurring at the time of their collection.

Single Composite SBR Sample

One SBR sample collected from each reactor during one discharge cycle and composited proportional to the volume discharged from each of the reactors. The sample from at least one of the reactors shall represent the expected period of peak influent organic loading.

Two-Cycle Composite SBR Sample

One SBR sample collected from two consecutive discharge cycles of each reactor and composited proportional to the volume discharged during each cycle of each reactor. The sample from at least one cycle shall represent the expected period of peak influent organic loading.

Three-Cycle Composite SBR Sample

One SBR sample collected from three consecutive discharge cycles of each reactor and composited proportional to the volume discharged during each cycle of each reactor. The sample from at least one cycle shall represent the expected period of peak influent organic loading.

- d. "24-hour composite sample" consists of a minimum of 12 effluent portions collected at equal time intervals over the 24-hour period and combined proportional to flow or a sample collected at frequent intervals proportional to flow over the 24-hour period.
 - e. "12-hour composite sample" consists of 12 effluent portions collected no closer together than one hour and composited according to flow. The daily sampling intervals shall include the highest flow periods.
 - f. "6-hour composite sample" consists of six effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) and composited according to flow.
 - g. "3-hour composite sample" consists of three effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) and composited according to flow.
- 15. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
 - 16. "Sewage sludge" means the solids, residues and precipitates separated from or created in sewage by the unit processes of a publicly owned treatment works. Sewage as used in this definition means any wastes, including wastes from humans, households, commercial establishments, industries, and storm water runoff, that are discharged to or otherwise enter a publicly owned treatment works.
 - 17. "Treatment works" means any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage and industrial wastes of a liquid nature to implement the Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, sewage collection systems, pumping, power and other equipment, and their appurtenances, extension, improvement, remodeling, additions, and alterations thereof.
 - 18. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
 - 19. "MGD" means million gallons per day.
 - 20. "mg/l" means milligrams per liter or parts per million (ppm).
 - 21. "ug/l" means micrograms per liter or parts per billion (ppb).

SECTION B. Monitoring, Record Keeping, Reporting and Liabilities

1. Monitoring

a. Site and Frequency

All monitoring undertaken in compliance with the terms of this permit shall be conducted at the frequency and sample site specified in Part I, Section A of this permit and in accordance with the OPDES Act and the Oklahoma Environmental Quality Code.

b. Representative Samples

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

c. Averaging of Measurements

Calculations of all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Executive Director in the permit.

d. Additional Monitoring by the Permittee

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures approved under 40 CFR, Part 136 or as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report (DMR). Such increased monitoring frequency shall also be indicated on the DMR.

2. Testing Requirements

a. Methods

All sampling and analytical methods used to meet monitoring requirements specified above shall conform to the Act, 40 CFR, Part 136, and DEQ rules and regulations.

b. Maintenance and Calibration

The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instruments at intervals frequent enough to ensure accuracy of measurements and shall maintain appropriate records of such activities.

c. Quality Control

An adequate analytical quality control program, including the analyses of sufficient standards, spikes, and duplicate samples to insure the accuracy of all required analytical results shall be maintained by the permittee or designated commercial laboratory.

3. Flow Measurements

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to insure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10% from true discharge rates throughout the range of expected discharge rates.

4. Records

a. Contents

Records of monitoring information shall include:

- (1) The date, exact place, and time of sampling or measurements;
- (2) The individual(s) who performed the sampling or measurements;
- (3) The date(s) and time(s) analyses were performed;
- (4) The individual(s) who performed the analyses;
- (5) The analytical techniques or methods used; and
- (6) The results of such analyses.

b. Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three (3) years from the date of the sample, measurement, report, or application. This period may be extended by request of the Executive Director at any time.

5. Discharge Monitoring Reports (DMRs)

All monitoring information required in Part I, Section A of this permit shall be included on DMRs (EPA form 3320-1). Reporting periods shall end on the last day of the month. The reports shall be prepared monthly. The original and one copy shall be submitted to the Oklahoma Department of Environmental Quality at the address shown below no later than the tenth (10th) day of the following month. A copy shall also be submitted simultaneously to the appropriate local DEQ office. All operating records and reports shall comply with the OPDES Act, the Oklahoma Environmental Quality Code, and the requirements of 40 CFR § 122.41(j).

Water Quality Division
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, OK 73101-1677

6. Noncompliance Reports

a. Twenty-Four Hour Reporting

(1) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. The DEQ shall be notified by calling 1-800-256-2363 or 702-8290 (Oklahoma City Metropolitan Area). A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The report shall contain the following information:

- (a) A description of the noncompliance and its cause;
- (b) The period of noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and,
- (c) Steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

(2) The following shall be included as information which must be reported within 24 hours:

- (a) Any unanticipated bypass which exceeds any effluent limitation in the permit;
- (b) Any upset which exceeds any effluent limitation in the permit;
- (c) Any violation of a maximum daily discharge limit for any of the pollutants listed by the Executive Director in Part I, Section A, and,
- (d) Any bypass in the collection system (sanitary sewer overflow (SSO)).

(3) The Executive Director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

b. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under Part III, Sections B.5 and B.6 a or the reporting requirements of any Schedule of Compliance included in Part I, Section B at the time monitoring reports are submitted. The reports shall contain the information listed at Part III, Section B.6.a.

7. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under the Act.

8. Criminal, Civil and Administrative Penalties

Violations of the permit conditions contained in this permit may subject the permittee to state administrative, civil or criminal penalties as set forth in 27A O.S. § 2-6-206 and/or federal penalties as provided for in Title 18 of the United States Code, and regulations promulgated therein. Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

SECTION C. Other Conditions

1. Permit Application

a. Timely Application

Upon timely application for a permit, any prior permit remains in effect until a new one is issued.

b. Date of Application

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. The application shall be submitted at least 180 days before the expiration date of this permit unless otherwise authorized by the Executive Director. He or she may grant permission to submit an application less than 180 days in advance but no later than the permit expiration date. Continuation of expiring permits shall be governed by regulations promulgated at 40 CFR § 122.6 and any subsequent amendments.

c. Relevant Facts

When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Executive Director, it shall promptly submit such facts or information.

2. Changes

a. Change in discharge

(1) Anticipated Noncompliance

The permittee shall give advance notice of any planned changes in the permitted facility or activity, which may result in

noncompliance with permit requirements.

(2) Municipal Permits

Any change in the facility discharge (including the introduction of any new source or significant discharge or significant changes in the quantity or quality of existing discharges to the treatment system that may result in new or increased discharges of pollutants) must be reported to the permitting authorities. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violations or add to existing violations of the effluent limitations specified herein.

(3) Other Permits

The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- (a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR § 122.29(b); or,
- (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to all pollutants whether or not they are subject to effluent limitations in the permit.

b. Transfer of Ownership or Control

This permit is not transferable to any person except after notice to the Executive Director. The Executive Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as necessary under the Act.

3. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

4. Duty to Comply

- a. All authorized discharges shall comply with the rules of the DEQ, which are hereby incorporated by reference: the Act and OPDES Regulations, and all provisions, conditions, and requirements included in this permit.
- b. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of applicable state and federal laws and the Act, the Oklahoma Environmental Quality Code and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
- c. The permittee shall comply with effluent standards or prohibitions established under the Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

6. Duty to Halt or Reduce Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

7. Duty to Provide Information

The permittee shall furnish within a reasonable time, any information which the Executive Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish, upon request, copies of records required to be kept by this permit.

8. Permit Modification, Suspension and Revocation

After notice and opportunity for a hearing, as is required by law, this permit may be modified, suspended, revoked and reissued, or terminated during its term in accordance with 40 CFR §§ 122.62 and 122.64, and Title 27 O.S. § 2-6-201 *et seq.*, and the rules of the State of Oklahoma Department of Environmental Quality (DEQ) adopted thereunder [See OAC 232.606]. The filing of a request for a permit modification or reissuance, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

9. Proper Operation and Maintenance

- a. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by permittee as efficiently as possible and in a manner which will minimize upsets and discharges of excessive

pollutants and will achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of this permit.

- b. The permittee shall provide an adequate operating staff which is duly qualified to carry out operation, maintenance and testing functions required to insure compliance with the conditions of this permit.
- c. Collected screenings, slurrries, sludges and other solids shall be disposed of in accordance with the Oklahoma Solid Waste Management Act and in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the state and in compliance with applicable rules of the DEQ.

10. Power Failure

The permittee is responsible for maintaining adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures either by means of alternative power sources, standby generators, or retention of inadequately treated effluent.

11. Upsets and Bypasses

a. Upsets

- (1) An upset constitutes an affirmative defense to an enforcement action brought for noncompliance with technology-based permit effluent limitations if the following requirements are met. A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and that the permittee can identify the specific cause(s) of the upset;
 - (b) The permitted facility was at the time being properly operated;
 - (c) The permittee submitted notice of the upset as required in Part III, Section B.6 of this permit;
 - (d) The permittee complied with any remedial measures under Part III, Section C.5.
- (2) Burden of Proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

b. Bypasses

- (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
 - (a) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the reporting requirements of Part III, Sections C.11.b.(1) and (2).
 - (b) Bypass exceeding limitations is prohibited, and the Executive Director may take enforcement action against a permittee for a bypass, unless:
 - i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,
 - iii. The permittee submitted notices required by Part III, Section B.6.
 - (c) The Executive Director may allow an anticipated bypass that exceeds limitations after considering its adverse effects, if he/she determines that it will meet the three conditions listed at Part III, Section C.11.b.(1)(b).
- (2) Unanticipated bypass. The permittee shall, within 24 hours, submit notice of an unanticipated bypass as required in Part III, Section B.6.

12. Percent Removal

For publicly owned treatment works, the 30-day average (or monthly average) percent removal for Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) shall not be less than 85 percent unless otherwise authorized by the permitting authority in accordance with 40 CFR § 133.103. This requirement may be waived in permits containing mass loading limits for BOD and TSS.

13. Right of Entry

The permittee shall allow the Executive Director, and/or his/her authorized representative(s), upon presentation of credentials and such other documents as may be required by the law to:

- a. Enter upon the permittee's premises or other premises under the control of the permittee, where an effluent source is located or may be located or in which any records are required to be kept under the terms and conditions of this permit;
- b. Have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit or the Act or DEQ rules;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), maintenance, practices or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

14. Toxic Effluent Standards

- a. Notwithstanding Section III.C.8 of this permit, if any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under the Act for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition.
- b. The permittee is prohibited from discharging any toxic substance in a toxic amount.

15. Signatory Requirements

All applications, reports, or information submitted to the Executive Director shall be signed and certified.

- a. All permit applications shall be signed as follows:

- (1) For a corporation - by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

- (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
- (b) The manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- (2) For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.

- (3) For a municipality, state, federal, or other public agency - by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:

- (a) The chief executive officer of the agency; or
- (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

- b. All reports required by the permit and other information requested by the Executive Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- (1) The authorization is made in writing by a person described above;
- (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. A duly authorized representative may thus be either a named individual or an individual occupying a named position; and,
- (3) The written authorization is submitted to the Executive Director.

- c. Certification. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

16. Confidentiality

Except for applications, effluent data, permits, and other data specified in 40 CFR § 122.7, any information submitted pursuant to this permit may be claimed as confidential by the submitter. The Executive Director will rule upon such claim in accordance with the Act. If no claim is made at the time of submission, information may be made available to the public without further notice.

f:\standard municipal permit documents\part iii.doc
updated 12/10/04

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
APPLICATION FOR AUTHORIZATION UNDER GENERAL PERMIT OKG38 TO DISCHARGE FILTER BACKWASH WASTEWATER
UNDER THE OKLAHOMA POLLUTANT DISCHARGE ELIMINATION SYSTEM (OPDES)

FORM 2MW

FOR
DEQ
USE
ONLY

Application/Permit Number OKG38 _____

Facility ID No. _____

Date Received: _____

SIC Code: _____

If a proposed facility, give estimated date of completion: _____

DEQ PERMIT ENGINEER: _____

DO NOT attempt to complete this application without reading the instructions!

SECTION I

1. Legal name of applicant:

M^o Aalester Public Works Authority

2. Mailing address of applicant:

Street Address or PO Box P.O. Box 578
City M^o Aalester County Pittsburg State Oklahoma Zip Code 74502
Telephone (918) 423-9300 Ext. 4995 Fax (918) 421-4970
E-mail Address david.medley@cityofmcalester.com

3. Name and address of facility:

Facility Name M^o Aalester Water Treatment Plant
Street Address 5200 Water Works Road
City M^o Aalester County Pittsburg State Oklahoma Zip Code 74501
Telephone (918) 423-0267 Fax (918) 424-8124
E-mail Address wtrplt@cityofmcalester.com

4. Location of discharging facility (e.g., NE ¼, SW ¼, SE ¼, Section 1, Township 2 North, Range 3 West):

Legal Description of Facility Location SW ¼, NE ¼, Section 14, Township 6N, Range 14E
Latitude: 34°59'40.125" N Longitude: 95°47'41.149" W

5. Type Ownership: Public ☒ Private () Federal () State ()

6. Contact Person:

Name and Title David R. Medley
Address P.O. Box 578 City M^o Aalester
County Pittsburg State Oklahoma Zip Code 74502 Telephone (918) 423-9300 Ext. 4995
Fax (918) 421-4970 Cell Phone (918) 424-4454

E-mail Address David.Medley@cityofmealester.com

7. Type of discharge:

- ☒ A. Filter backwash from water treatment plant
☐ B. Other (specify) _____

8. Type of treatment for filter backwash water:

Detention pond(s): One cell _____ Two or more cells 2

- ☒ A. With treatment by a conventional plant
☐ B. With treatment by a package plant
☐ C. With treatment by a reverse osmosis plant
☐ D. Other (specify) _____

9. Indicate below the type of chemicals used in the water treatment process:

- ☐ Lime (calcium oxide)
☒ Alum (aluminum potassium sulfate)
☐ Ferric chloride
☒ Other (specify) caustic soda, polymer, chlorine, polyphosphate

10. Average production (capacity) of water plant 4.870 million gallons per day (mgd) of potable water

11. Total volume of filter backwash wastewater discharged .090 mgd

12. Discharge point number
(List all outfalls)

Total volume presently discharged
in mgd

001

.090

002 (if applicable)

003 (if applicable)

13. Legal description(s) of all discharge point(s):

Outfall 001:

Name of receiving water(s): tributary of Coal Creek

Discharge is (check one) Continuous () Intermittent (☒) Seasonal ()

Latitude: 34°59'40.125 N Longitude: 95°41'41.149 W

Legal Description of Discharge Point SW 1/4, NE 1/4, Section 14, Township 6N, Range 14E

Outfall 002 (if applicable):

Name of receiving water(s): NA

Discharge is (check one) Continuous () Intermittent () Seasonal ()

Latitude: _____ N Longitude: _____ W

Legal Description of Discharge Point _____, _____, _____, Section _____, Township _____, Range _____

Outfall 003 (if applicable):

Name of receiving water(s): NA

Discharge is (check one) Continuous () Intermittent () Seasonal ()

Latitude: _____ N Longitude: _____ W

Legal Description of Discharge Point _____, _____, _____, Section _____, Township _____, Range _____

14. **Water Treatment Plant Residuals generated by this facility:**

A. Land application of residuals

Residuals management plan, if any:

Land application general permit number _____ approved by the Department of Environmental Quality
or the Oklahoma State Department of Health on _____

Location(s) of current land application site(s) (legal description to the nearest 10 acres).

Site 1: _____, _____, _____, Section _____, Township _____, Range _____, County _____

Site 2 (if applicable): _____, _____, _____, Section _____, Township _____, Range _____, County _____

Site 3 (if applicable): _____, _____, _____, Section _____, Township _____, Range _____, County _____

B. Landfilled residuals

Name of Landfill NE Alister Municipal Landfill

Landfill permit number 3561012

15. Landowner Notification (THIS SECTION MUST BE COMPLETED PRIOR TO SUBMISSION OF THE APPLICATION - THE APPLICATION WILL AUTOMATICALLY BE CONSIDERED INCOMPLETE IF IT IS NOT COMPLETED):

Is any part of the land on which the facility is located (including treatment units, discharge conveyances, stormwater holding basins and/or flow equalization basins) owned by a person or entity other than the applicant?

(X) No

() Yes - the applicant or applicant's certifying official must ensure that such landowner(s) have been notified of the applicant's intent to obtain an OPDES permit and initial the box to the right indicating that such notification has been made.

☐

16. List other information which should be brought to the attention of the Department of Environmental Quality (DEQ) in regard to the issuance of a discharge permit for the facility.

Discharge Permit is currently under Consent
Order, Case #09-241.

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I also certify that I will provide for the operation of this facility in accordance with the Oklahoma Discharge Permits and Pollution Control Regulations and will provide certified operators as required by the Oklahoma Water and Wastewater Operators Certification Act. I further certify that I shall acquire or possess a right to the use of the property or properties on which the discharging facilities, activities or discharge sources are located as well as the property on which the proposed discharge point(s) are located, including the access route thereto. I understand I shall maintain such right of use and access for the duration of the permit term. I am aware that there are significant penalties for submitting false information, including revocation of the permit and the possibility of fine and imprisonment for knowing violations.

Note: Applications must be signed by the authorized chief elective or executive officer of the applicant, or by the applicant, if an individual.

Name (print)

Steve Harrison

Title

Chairman

Date

Signature

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires _____

Notary Public

The application shall be filed in duplicate with the original and one copy to be submitted to the DEQ, and one copy to be submitted to the local DEQ office

Please return completed form with attachments to:

Water Quality Division
Department of Environmental Quality
707 N. Robinson
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

The information provided in the application will be considered in the evaluation and processing of a discharge permit for the referenced facility. Be advised that test procedures used in the analyses of influents, effluents and residuals, must conform to approved EPA methodology or it will not be accepted for the discharge permit evaluation.

Please note that the application must be signed by the authorized chief elective or executive officer of the applicant, or by the applicant if an individual. The authorized signature must be notarized. An example of a common mistake is when a Public Works Authority Chairman signs the application as ~ John Doe, Mayor. The Mayor is not the legal official of the PWA; the chairman is, even if the individual holds both positions.

Please read the certification carefully. There are significant penalties for submitting false information on this application form.

Please detach these instructions and return only the completed application form itself.

Schedule 5: Annual Base Fee and Compensation Formula

1) Repair and Maintenance, Chemical, and Electricity Limits and Baselines for First Agreement Year:

Annual Repair and Maintenance Limit (for first Agreement Year): one hundred thousand dollars (\$100,000)

Annual Chemical Limit (for first Agreement Year): three hundred and fifty thousand, one hundred seventy dollars (\$350,170)

Annual Electricity Limit (for first Agreement Year): one hundred and seventy one thousand, six hundred sixty three dollars (\$171,663)

2) Annual Base Fee:

The Base Fee on the Commencement Date shall be one million, three hundred fifty thousand, ninety-six dollars (\$1,356,096.00).

The Base Fee shall be payable in twelve (12) equal monthly installments of one hundred thirteen thousand and eight dollars (\$113,008), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted under Section 7 of this Agreement.

3) Compensation Adjustment Formula

The following formula shall be used to determine the increase in Base Fee on each Adjustment Date:

$$AAF = AF_0 \times [P_1 / P_0]$$

where:

AAF = Annual Adjusted Fee (new Base Fee) for the upcoming Agreement Year

AF₀ = Annual Fee (Base Fee) for the Agreement Year just ended

P₁ = Price Index in effect as of April 1st of the Agreement Year that has just ended

P₀ = Price Index in effect as of April 1st of the prior Agreement Year. With respect to the first Adjustment Date, P₀ shall be the Price Index in effect as of the Commencement Date of the Agreement.

Schedule 6: Baseline Conditions

Schedule 7: Proposed Initial Capital Improvement and Professional Services Projects

- 1 Filter Media Evaluation
- 2 Disposal of Old Chemicals
- 3 RMP (Risk Management Plan) for 1 ton containers of chlorine
- 4 Repair and or replace influent flow meter and evaluate all other flow metering needs (backwash flow, wasting flow, individual filter flows, finished flow meter)
- 5 PLC/SCADA programming to start/stop WTP and High Service Pumps and control Remote Pump Stations
- 6 Wiring for automation of chemical injection pumps
- 7 Install five Auma valve motors supplied by the Authority
- 8 Telemetry for raw water pumps and raw chemical injection
- 9 Potassium permanganate feed system at the raw water pump station
- 10 PAC (powdered activated carbon) feed system
- 11 Coagulant feed system improvements (day tank, scale, pumps)
- 12 Caustic Soda feed system improvements (day tank, scale, pumps)
- 13 Add phosphate feed system to finished water (day tank, scale, pumps)
- 14 Add missing scrapers to clarifier rakes
- 15 Chemical storage containment project
- 16 Initial maintenance and repair crew
- 17 Solids disposal truck and trailer

FIRST AMENDMENT
TO THE
WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT

between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

McALESTER PUBLIC WORKS AUTHORITY

Dated April 22, 2014

THIS FIRST AMENDMENT (the "First Amendment") is made on this __ day of _____, 2014, by and between the McAlester Public Works Authority, a public trust organized under the laws of the State of Oklahoma (hereinafter the "Authority"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator"). The Authority and Operator may be referred to as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into a Water System Operation and Maintenance Agreement (the "Agreement") dated April 22, 2014 with a Commencement Date of July 1, 2014; and

WHEREAS, the Authority and the Operator desire to modify the Agreement pursuant to the terms of this First Amendment to remove the Operator's obligations associated with payment for the Electric Usage associated with the Facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, the Parties hereby agree to amend the Agreement as follows:

1. All capitalized terms contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.
2. Article 5 ELECTRICITY shall be deleted in its entirety.
3. Under Article 6 Authority's Obligations, subsection 6.1(b) shall be amended to read as follows:

Arrange for and pay: (i) all costs related to delivery to and consumption of utilities to the Facility, including, electricity, water, gas, internet services, and telephone usage at the Facilities; (ii) all property, value-related, franchise, sales,

use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; (iii) expenses incurred from the treatment of Non-processible Water, including, without limitation, any penalties and fines that may be assessed as a result; (iv) expenses resulting from raw water or pollutant loads exceeding the Baseline Conditions; and (v) all Capital Improvements.

4. In Schedule 3: Definitions of the Agreement, the definition of "Annual Electricity Limit" shall be deleted in its entirety.

5. In Schedule 5: Annual Base Fee and Compensation Formula, the following amendments shall be made:

The Annual Electricity Limit shall be deleted;

The Annual Base Fee shall be amended to read as follows: "The Base Fee shall be one million, one hundred eighty-four thousand, four hundred and thirty-three dollars (\$1,184,433). The Base Fee shall be payable in twelve (12) equal monthly installments of ninety-eight thousand, seven hundred and two dollars and seventy-five cents (\$98,702.75), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted under Section 7 of the Agreement."

6. All remaining terms and provisions of the Agreement shall remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment shall control.

7. The First Amendment shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

8. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of this First Amendment and all of which, when taken together, will be deemed one and the same agreement.

IN WITNESS WHEREOF, the Authority and the Operator have caused this First Amendment to the Agreement to be executed in their respective names by their duly authorized representatives on this __ day of _____ 2014.

McAlester Public Works Authority:

By: _____

Name:

Title:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:

By: _____

Name:

Title:

SECOND AMENDMENT

TO THE

WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT

between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

McALESTER PUBLIC WORKS AUTHORITY

Dated April 22, 2014

THIS SECOND AMENDMENT (the "Second Amendment") is made on this 23 day of June, 2015, by and between the McAlester Public Works Authority, a public trust organized under the laws of the State of Oklahoma (hereinafter the "Authority"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator"). The Authority and Operator may be referred to as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into a Water System Operation and Maintenance Agreement (the "Agreement") dated April 22, 2014 with a Commencement Date of July 1, 2014;

WHEREAS, the Parties executed a First Amendment dated October 23, 2014, which shall remain in effect and shall be included in all references to the Agreement herein; and

WHEREAS, the Authority and the Operator desire to modify the Agreement pursuant to the terms of this Second Amendment to include oversight services for one year from the effective date of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, the Parties hereby agree to amend the Agreement as follows:

1. All capitalized terms contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.
2. Operator shall preform the scope of work outlined in the attached Schedule A (the "Oversight Services") for a period of one year from the effective date of this Second Amendment, unless cancelled as further set out under this Second Amendment or in the Agreement.

3. The Operator shall pay a lump sum amount of \$93,735.00 for the year, which amount shall be paid in 12 equal monthly installments of \$7,811.25. Said amount shall be in addition to any and all fees as set out in the Agreement and Operator shall invoice this amount separately from the Base Fee and other costs covered under the Agreement.

4. The Parties may mutually agree in writing to extend these Oversight Services beyond the initial one-year period. Either party may terminate this Second Amendment at any time with 45 days' written notice to the other Party. In the event of such termination by Operator, the Authority shall pay Operator for all such Oversight Services performed up to the effective date of such termination and Operator shall offer assistance to the Authority in retaining a replacement subcontractor to perform such Oversight Services.

5. Unless the Parties subsequently agree to extend the term of this Second Amendment beyond the initial one-year period, this Second Amendment shall terminate automatically at the end of the term.

6. The following terms and conditions shall apply only to the Oversight Services as set out in this Second Amendment:

- a) To the extent allowed under Applicable Law, Operator liability to the Authority for claims arising out of or related to the Oversight Services shall not exceed the annual amount for such services as set out in Section 3 of this Second Amendment above.
- b) Operator shall be responsible for the safety, efficiency, and adequacy of its employees and any vehicles and/or machinery, equipment, or materials furnished by Operator during the performance of the Oversight Services. Operator, however, shall not assume any obligation or incur any liability for personal injury or property damage caused by (i) unsafe site conditions not created by Operator; (ii) work being performed by other parties not related to the Operator; (iii) the negligence of the Authority; or (iv) the negligence of any third party.

7. All remaining terms and provisions of the Agreement shall remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions in this Second Amendment shall control.

8. The Second Amendment shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

8. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of this Second Amendment and all of which, when taken together, will be deemed one and the same agreement.

IN WITNESS WHEREOF, the Authority and the Operator have caused this Second Amendment to the Agreement to be executed in their respective names by their duly authorized representatives on this 23 day of June 2015.

McAlester Public Works Authority:

By: Sam Hair

Name:

Title:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:

By: John W Bannen

Name: JOHN W BANNEN

Title: REGIONAL MANAGER

SCHEDULE A
SCOPE OF WORK AND DESCRIPTION OF OVERSIGHT SERVICES

Operator shall assist the Authority with oversight and management services related to the Authority's wastewater collection system and water distribution system. Operator shall provide one employee to perform the Oversight Services, which shall include:

1. Daily oversight and task scheduling of up to 10 Authority employees;
2. Overseeing and managing the Authority's responses to water distribution system and wastewater collection system leaks and repairs;
3. Overseeing and managing the Authority's process of clearing wastewater collection line stoppages;
4. Assisting with and overseeing underground utility locates in compliance with regulatory requirements (Okie Locates);
5. Providing on-call availability to oversee and consult with work crews during non-business hours. Business Hours are defined as 8 am to 5 pm, Monday through Friday.

The Parties may agree to include other tasks not specifically outlined herein by subsequent written communication (email correspondence with both Parties agreeing to such additional tasks shall satisfy the written requirement for this paragraph).

Operator's employee provided for these Oversight Services will, during the term of this Second Amendment, report to the City of McAlester Public Works Operations Supervisor and the McAlester Water Treatment Plant project manager as applicable; provided, however, that at all times said employee shall be solely an employee of Operator and the ultimate control regarding assignment of tasks, duties, responsibilities, hours, benefits, or any other employment related matter whatsoever, shall rest with the Operator.

For the avoidance of doubt, Operator shall not be responsible for the direct manual labor associated with such tasks. Rather, the Oversight Services provided hereunder shall be limited to directing, coordinating, and consulting regarding such tasks. The ultimate authority to implement any recommendations provided by Operator rests with the Authority and Operator shall not assume any liability or responsibility for damages resulting from such tasks, except to the extent that same are due to Operator's gross negligence or willful misconduct.

The Authority shall provide an acceptable vehicle for Operator's use in performing the Oversight Services herein and the Authority shall be responsible for all maintenance, fuel, and other upkeep costs for said vehicle.



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 **Item Number:** Consent Agenda H
Department: Community Services & Expo
Prepared By: Mel Priddy, Community Services Director **Account Code:** _____
Date Prepared: June 19, 2018 **Budgeted Amount:** _____
Exhibits: 3

Subject

Consider and act upon, authorizing the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester.

Recommendation

Motion to approve and authorize the Mayor to sign Public Works Project Contract(s) between the Oklahoma Department of Corrections and the City of McAlester for assignment of prisoners from Jackie Brannon Correctional Center to various Public Works Projects, i.e., the EXPO, Parks, and the Oakhill Cemetery, when needed.

Discussion

Approved By

Department Head

City Manager

P. Stasiak

Initial
MP

Date
June 19, 2018

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, **Department**) and the undersigned Oklahoma governmental agency or political subdivision, City of McAlester, OK – Oakhill Cemetery (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2018 and ending on June 30, 2019.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center: Jackie Brannon Correctional Center.
4. The Public Agency has requested 3 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.
5. The prisoners assigned to this Public Works Project will have the following responsibilities:
Weed-eating the entire cemetery, using riding lawn mowers to mow around cemetery, assisting with funeral set-up and covering graves, pick trash, prune shrubs and trees.
The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.
6. The Public Agency agrees to pay to the Department \$405.00 per month. This amount includes the base cost and a ten percent administrative fee.
7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.

Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice not paid within sixty (60) days from the date of the invoice may result in the Public Agency not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

19. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
20. The Department will have the ultimate responsibility for the security of the prisoners.
21. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
22. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
23. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
24. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
25. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.
26. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Training associated with the use of lawn equipment; power tools and hand tools must meet OSHA and

Department of Labor standards, and this training can be conducted without the Department's review of the curriculum. Training associated with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.

27. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
28. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
29. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
30. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.
31. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act,

12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.

32. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
33. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
35. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
36. The terms of this contract may only be amended by agreement of the parties and in writing.
37. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:
David Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov
(Include email address)

For the Public Agency:
Mel Priddy
Community Services Director
801 N. 9th
McAlester, OK 74501
mel.priddy@cityofmcalester.com
(Include email address)

38. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.
39. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
40. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
41. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
42. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
43. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
44. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the

Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

45. Signatures:

Department:

Approved By: _____ Date: _____
Name: _____
Title: _____

Public Agency:

Approved By: _____ Date: _____
Name: _____
Title: _____

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, Department) and the undersigned Oklahoma governmental agency or political subdivision, City of McAlester, OK - Parkway (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2018 and ending on June 30, 2019.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center: Jackie Brannon Correctional Center.
4. The Public Agency has requested 3 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.
5. The prisoners assigned to this Public Works Project will have the following responsibilities:
Weed-eat parks, pick up trash, assist with tree cutting, moving tables and chairs, moving boxes and furniture at City Hall and other assigned odd jobs.
The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.
6. The Public Agency agrees to pay to the Department \$405.00 per month. This amount includes the base cost and a ten percent administrative fee.
7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
8. The Department will not provide supervision of prisoners assigned to the Public Works Project.

9. The Department will provide lunches to the prisoners, unless otherwise agreed.
10. The Public Agency will provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project, unless otherwise agreed.
11. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.
12. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
13. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
14. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts and close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a log book every two (2) hours.
15. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two (2) hours.
16. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes a prisoner has escaped.
17. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
18. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 37, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice not paid within sixty (60) days from the date of

the invoice may result in the Public Agency not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

19. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
20. The Department will have the ultimate responsibility for the security of the prisoners.
21. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
22. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
23. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
24. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
25. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.
26. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Training associated with the use of lawn equipment; power tools and hand tools must meet OSHA and Department of Labor standards, and this training can be conducted without the Departments review of the curriculum. Training associated

with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.

27. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
28. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
29. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
30. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.
31. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of

this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.

32. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
33. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
35. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
36. The terms of this contract may only be amended by agreement of the parties and in writing.
37. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:

David Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov
(Include email address)

For the Public Agency:

Mel Priddy
Community Services Director
801 N. 9th
McAlester, OK 74501
mel.priddy@cityofmcalester.com
(Include email address)

38. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.

39. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
40. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
41. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
42. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
43. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
44. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

45. Signatures:

Department:

Approved By: _____ Date: _____
Name: _____
Title: _____

Public Agency:

Approved By: _____ Date: _____
Name: _____
Title: _____

PRISONERS PUBLIC WORKS PROJECT CONTRACT

This contractual agreement (hereinafter, **Contract**) is entered into by, and between, the Oklahoma Department of Corrections (hereinafter, **Department**) and the undersigned Oklahoma governmental agency or political subdivision, City of McAlester-Fairgrounds/Expo Center (hereinafter, **Public Agency**), upon written request by a majority of the board of county commissioners, the governing body of a municipality, an agency of the State of Oklahoma or of the United States, any subdivision thereof, or any community action agency for prisoners to be assigned to a Public Works Project. The written request is attached to this agreement and incorporated by reference.

This Contract is authorized by 57 O.S. § 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants, the parties herein agree as follows:

1. The Public Agency covenants that it is a public entity authorized under 57 O.S. § 216(2) to request a Public Works Project and the Public Works Project will meet the requirements of the Prisoners Public Works Act.
2. The term of this Contract will be for a period beginning on July 1, 2018 and ending on June 30, 2019.
3. The prisoners assigned to the Public Works Project under this Contract will be prisoners from the following correctional center: Jackie Brannon Correctional Center.
4. The Public Agency has requested 4 (#) prisoners to be assigned to the Public Works Project and the Department will generally make said number of prisoners available to the Public Agency.
5. The prisoners assigned to this Public Works Project will have the following responsibilities:
Clean and maintain facility grounds, set-up and tear-down tables and chairs for events.
The above explanation should include a brief description of the Public Works Project indicating the location and type of work required. If more room is required, additional pages may be attached to this Contract.
6. The Public Agency agrees to pay to the Department \$540.00 per month. This amount includes the base cost and a ten percent administrative fee.
7. The Department will not provide the transportation to and from the work site of the prisoners assigned to the Public Works Project.
8. The Department will not provide supervision of prisoners assigned to the Public Works Project.

9. The Department will provide lunches to the prisoners, unless otherwise agreed.
10. The Public Agency will provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project, unless otherwise agreed.
11. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that prisoner labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department prior to commencement of any work on private property. Public purpose is hereby defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision. The prisoners will be utilized as a group for this purpose and not as individuals.
12. The Public Agency will not use the prisoners to provide personal services for private benefit or to supervise other prisoners. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
13. The Public Agency will, upon request, relinquish any assigned prisoner to the custody of the Department.
14. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts and close supervision of the prisoner's whereabouts. The supervisor will visually observe each prisoner at least every hour, and a formal count will be conducted and documented in a log book every two (2) hours.
15. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every two (2) hours.
16. The Public Agency will immediately notify the Department and the local law enforcement agency of any missing or unaccounted for prisoner or if the Public Agency believes a prisoner has escaped.
17. The Public Agency will immediately report to the Department any guideline or rule violation, as provided for in Attachment F of OP-090106.
18. The Department shall invoice the Public Agency every month by electronic mail (e-mail) to the e-mail address provided in Paragraph 37, and the Public Agency shall pay such invoices within thirty (30) days from the date of the invoice. Any invoice not paid within sixty (60) days from the date of

the invoice may result in the Public Agency not be permitted to receive prisoners under this contract until all outstanding invoices are paid in full.

19. No prisoner assigned to a Public Works Project will be considered an employee of the requesting Public Agency, the Department, or the State of Oklahoma.
20. The Department will have the ultimate responsibility for the security of the prisoners.
21. The director of the Department or his designee will, at all times during the term of this Contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the Public Works Project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency.
22. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department. The limits of the place of confinement are extended under the special conditions of Public Works Project pursuant to 57 O.S. § 510.1 (A) (4).
23. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85A O.S. § 1 et seq.).
24. The Department will be responsible for the cost of medical and dental health care needs of the prisoners while assigned to the Public Works Project, including emergencies while assigned to the public works project, unless otherwise provided for in this Contract.
25. The Public Agency will be responsible to reimburse the Department for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if a prisoner assigned to the Public Works Project is injured while performing work for the Public Agency and the injury occurred as a result of the intentional, reckless, or negligent conduct of an employee or agent of the Public Agency.
26. The Public Agency will not allow any prisoner to operate or use any type of equipment unless and until the Public Agency has fully trained the prisoner in the proper and safe use of the equipment, and has documented records to support said training. Training associated with the use of lawn equipment; power tools and hand tools must meet OSHA and Department of Labor standards, and this training can be conducted without the Departments review of the curriculum. Training associated

with the use of any heavy equipment e.g., backhoes, dozers, tractors and implements, frontend loaders, excavators, skid loaders etc. will require the Public Agency to provide the training curriculum to the Department for approval prior to the Public Agency training and allowing inmates to use this equipment. Under no circumstances will the Public Agency allow a prisoner to operate any equipment which has had the manufacturer's safety devices modified or removed, nor will the Public Agency allow any prisoner to operate any dangerous or unsafe equipment. The Public Agency will not allow a prisoner to operate any equipment without first providing and requiring the prisoner to wear protective equipment in accordance with Occupational Safety and Health Administration standards when operating any equipment. The Public Agency will also not allow a prisoner to operate any motor vehicle upon the public roadways at any time.

27. In the event a prisoner is injured while operating equipment or motor vehicle in violation of this Contract, the Public Agency will be responsible to reimburse the Department for the cost of any and all required outside medical and/or dental care (to include emergency care), which will include the cost of emergency transportation to and from the outside medical provider, and the Public Agency will be liable for all other damages resulting from said violation.
28. The Department will provide the Public Agency with copies of relevant Department policies and operations procedures that are applicable, as well as the training and orientation required for proper implementation and security.
29. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight (8) working hours and will utilize prisoners for no more than eight (8) hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Any additional or different work shifts required will necessitate approval by the warden or administrator of the prisoner's correctional facility and be documented and attached as an addendum to this Contract.
30. Either party may immediately terminate this Contract for the failure of the other party to perform or comply with the terms and conditions contained herein. Any damages will be authorized by law in a court of competent jurisdiction, except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform under this Contract, will consider any mitigating circumstances.
31. In the event a bona fide dispute or a conflict of interest arises between the parties, which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. § 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of

this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this Contract. The Contract will remain in full force and effect unless otherwise terminated or agreed to between the parties.

32. The Public Agency is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
33. If any provision, clause, or paragraph of this Contract or any document incorporated by reference is determined to be invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this Contract. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.
34. This Contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
35. Either party may terminate this Contract, in whole or in part, for convenience, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the terminating party.
36. The terms of this contract may only be amended by agreement of the parties and in writing.
37. All notices required in this Contract will either be mailed (certified with return receipt requested) or emailed to the addresses of the parties set forth below:

For the Department:
David Cincotta
General Counsel
3400 N. Martin Luther King Ave.
Oklahoma City, OK 73111
david.cincotta@doc.ok.gov
(Include email address)

For the Public Agency:
Billy Sumner
Expo/Tourism Director
4500 W. Highway 270
McAlester, OK 74501
billy.sumner@cityofmcalester.com
(Include email address)

38. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Contract may be delivered by e-mail.
39. The representative executing this Contract on behalf of the Public Agency hereby warrants that said representative has the authority to execute and bind the Public Agency.
40. The representative executing this Contract on behalf of the Public Agency certifies that the prisoner labor shall not displace any employment opportunities for private citizens of the State of Oklahoma and that the Public Agency has insufficient funds available to perform the work set forth in this Contract.
41. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise a prisoner assigned to work on behalf of the Public Agency until the employee or agent has completed all training required by the Department's Operating Procedure OP-090106.
42. The Public Agency agrees that prisoners shall not be permitted to work in or around any area in which minor children are located.
43. INDEMNIFICATION
 - a. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
 - b. Without waiving any defense or immunity, and subject to the Governmental Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
44. PRISON RAPE ELIMINATION ACT (§115.17 and §115.77)
 - a. Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Public Agency, its employees, agents, or representative and a prisoner is expressly forbidden.
 - b. In addition, by entering into this Contract with Department, Public Agency attests that no employee, agent or representative of the

Public Agency who may have direct contact with the prisoners while performing the requirements of this contract has:

- i. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - ii. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - iii. Been civilly or administratively adjudicated to have engaged in the activity described above. Any employee or agent of Public Agency who engages in sexual abuse will be prohibited from contact with prisoners and will be reported to law enforcement agencies and to relevant licensing bodies.
- c. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. The Department may also terminate the contract immediately when violations are found.

45. Signatures:

Department:

Approved By: _____ Date: _____
Name: _____
Title: _____

Public Agency:

Approved By: _____ Date: _____
Name: _____
Title: _____



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda I
Department: James Stanford, IT
Prepared By: Computer Support Specialist Account Code: _____
Date Prepared: June 18, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to ratify and approve the annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website.

Recommendation

Staff recommends authorizing the Mayor to ratify and approve the annual Service Maintenance & License Agreement between the City of McAlester and CivicPlus for the City website.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



Service & License Agreement for McAlester, OK

Organization City of McAlester URL <http://www.cityofmcalester.com/>

Street Address 28 E. Washington

Address 2 P.O. Box 578

City McAlester State OK Postal Code 74502

CivicPlus provides telephone support for all trained clients from 7am - 7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Pete Stasiak, 918-421-9900

Emergency Contact & Mobile Phone James Stanford, 918-424-4961

Emergency Contact & Mobile Phone

Billing Contact Toni Ervin E-Mail toni.ervin@cityofmcalester.com

Phone 918-423-9300 Ext. 4961 Fax 918-421-4970

Billing Address P.O. Box 578

Address 2 28 E. Washington

City McAlester ST OK Postal Code 74502

Tax ID # 736005314 Sales Tax Exempt # 736005314

Billing Terms Annual Account Rep Carrie Broeckelmann

Info Required on Invoice (PO or Job #) PO

Contract Contact Pete Stasiak Email pete.stasiak@cityofmcalester.com

Phone 918-423-9300 Ext. 4964 Fax 918-421-4970

Project Contact James Stanford Email james.stanford@cityofmcalester.com

Phone 918-423-9300 Ext. 2591 Fax 918-421-4970



Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for the City of McAlester (Client) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Advanced Redesign at no additional cost. See Exhibit B for complete details.

Additional Services

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), Additional Page and/or Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
4. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

5. One-third of the total Project Development fee will be billed upon completion of design (Objective 1, Exhibit A); one-third of the total Project Development fee will be billed upon completion of content (Objective 2, Exhibit A). The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live (Objective 4, Exhibit A).
6. The client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project Go-Live the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the client.
7. Project Development invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
8. Invoicing for Annual Support, Maintenance & Hosting begins six months from contract signing or upon project Go-Live whichever occurs first.
9. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year, and are invoiced prior to the year of service.
10. After project go-live, if the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
11. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content (graphic designs, web content, page designs and banners), and Content Management System (CMS) Software. Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

Agreement Renewal

12. This contract shall remain in effect for a period of one year (12 months) from signing. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Advanced Redesign at no additional cost. The contract may be renewed on its existing terms by agreement of the parties.
13. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
14. In the event of contract termination, Client forfeits eligibility for the CP Advanced Redesign and all funds applied to such eligibility.
15. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services will not be increased by more than 5% per annum.



Support

16. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
17. Support includes providing technical support of the CivicPlus Content Management Software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
18. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, take action to correct any problems or defects discovered in the Software and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
19. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

20. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
21. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
22. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
23. Client allows CivicPlus to display a "Powered by CivicPlus" Insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

24. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, client will own the graphic designs, web content, page designs and banners ("Customer Content"), as well as the CMS Software.
25. Upon completion of the development of the site, client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
26. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the software; (iii) create Internet "links" to the Software or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.
27. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CMS System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

28. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
28. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.



Force Majeure

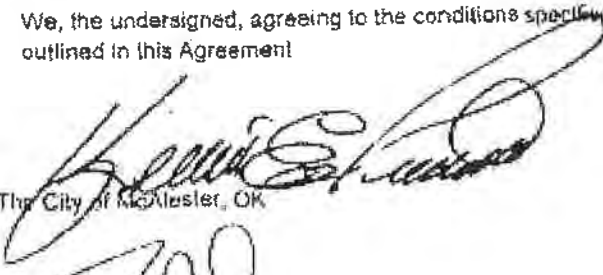
30. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.



Service & License Agreement for McAlester, OK

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement


The City of McAlester, OK


Date


CivicPlus

11-10-11
Date

Sign and Fax this Copy

Attn: Contract Manager

Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager

317 Houston St., Suite E

Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from October 25, 2011.

Project Development	\$24,965
First Year's Annual Support, Maintenance & Hosting	FREE
<i>Server Storage not to exceed 20x GB; Media Center Storage not to exceed 10 GB</i>	
Total Fees Year 1	\$24,965

Year 2 and Beyond Annual Support, Maintenance & Hosting	\$4,265
<i>Subject to annual 5% increase</i>	

--Remainder of this page left intentionally blank--



Project Development

Objective 1: Establishing Your Site's Focus	
Phase 1: Analysis and Timeline Development <u>Deliverable:</u> Project Timeline and worksheets	\$2,214
Phase 2: Website Design <u>Deliverable:</u> Website Design Composition	\$5,206
Phase 3: Navigation Architecture Development <u>Deliverable:</u> Navigation structure optimized for your website	\$826
Objective 2: Content Development and Page Layout	
Phase 4: Modules and Site Setup <u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.	\$2,253
Phase 5: Content Development of 50 standard pages and up to 250 supporting elements <u>Deliverable:</u> Website content development and module content.	\$3,107
Phase 6: Test and Review, Establish Future Expectations <u>Deliverable:</u> List of items that need to be addressed	\$1,992
Objective 3: Equipping Your Staff for Successful Website Maintenance	
Phase 7: (4) Four Days of On-Site Training for up to 10 people per session <i>Travel expenses are included in quote.</i> <u>Deliverable:</u> Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	\$7,600
Objective 4: Website Deployment	
Phase 8: Go-Live and Project Review <u>Deliverable:</u> Final project review report	\$1,314
Phase 9: Marketing <u>Deliverable:</u> Registration of site with all major search engines	\$453
Phase 10: Ongoing Consultation <u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	Included
Expandable Modules	
None	n/a
Additional Functionality	
None	n/a
Gov 2.0 Upgrades	
Blog	Included
Facebook Integration	Included
Twitter Integration	Included
Options Included in One-Time Fee	
None	n/a
Total Project Development Fee	\$24,965
First Year Annual Support, Maintenance and Hosting Fee Server storage not to exceed 20 GB; Media Center storage not to exceed 10 GB	FREE
Total Fee's Year 1	\$24,965

**Project Development Includes the Following:**

Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • ePay • Facilities & Reservations • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • My Dashboard • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Permits & Licensing • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator • Request Tracker (5 users) • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:

Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B – Redesign Details

**CivicPlus Project Development Services & Scope of Services for
CP Advanced Redesign**

- New CP Advanced Redesign
- Redevelop banner
- Up to 3 graphic buttons to promote special services
- Redevelop navigation method (may choose top drop-down or other options)
- Select color scheme to match new graphics
- Design setup -- wireframe
- Print this page option
- Email this page option
- Breadcrumbs
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be rewritten or pages broken up (shortened or resectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda J
Department: _____
Prepared By: James Stanford, IT Account Code: _____
Date Prepared: Computer Support Specialist Budgeted Amount: _____
June 18, 2018 Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services.

Recommendation

Staff recommends authorizing the Mayor to ratify and approve an agreement between the City of McAlester and MegaPath for providing local and long distance calling services.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



Service Order: 129533-1
 Date: 3/3/2014
 This Quote is Valid Through: 3/26/2014

555 Anton Boulevard, Suite 200
 Costa Mesa, CA 92626

Account Information

Customer Name: McAlester Public Works Authority
 Address 1: 28 E Washington St
 Address 2:
 City: McAlester State: OK Zip: 74501
 Contact Phone: (918) 423-9300
 Email: joe.breedon@biztelok.com

Installation Site Information

Name: James Stanford
 Address 1: 28 WASHINGTON ST
 Address 2:
 City: MCALESTER State: OK Zip: 74501
 Install Phone: (918) 423-9300
 Contact Phone: (918) 423-9300
 Email: joe.breedon@biztelok.com

	Qty	Monthly	One-Time	Monthly Discount	One-Time Discount	NET Monthly	NET One-Time
Access							
Customer Provided Access	1	\$45.00	\$100.00	(\$45.00)	(\$100.00)	\$0.00	\$0.00
Equipment							
Edgemarc 4552 - Voice	1	\$28.00	\$0.00	(\$28.00)	(\$0.00)	\$0.00	\$0.00
Voice							
Integrated SIP (M)	1	\$0.00	\$0.00	(\$0.00)	(\$0.00)	\$0.00	\$0.00
Voice Sub-Services							
Business SIP Trunk Local (M)	20	\$9.95	\$30.00	(\$0.00)	(\$30.00)	\$199.00	\$0.00
National 5000 Minute Plan (M)	1	\$114.95	\$0.00	(\$0.00)	(\$0.00)	\$114.95	\$0.00
Professional Service Installation (M)	1	\$0.00	\$350.00	(\$0.00)	(\$350.00)	\$0.00	\$0.00
Telephone Number - Enhanced DID (M)	40	\$0.50	\$2.00	(\$0.00)	(\$2.00)	\$20.00	\$0.00

Sales Contact Name: Sean Mitchell
 Title: Business Sales Executive
 Phone: (206) 254-7307
 Fax: (206) 260-3164
 Email: sean.mitchell@megapath.com

Total Monthly: \$333.95
 Term: 36 Months

Total One Time: \$0.00
 Net 30 Days

Promotions

Edgemarc 4552 - Free Rental w/3 year term

tes

hardware costs are taxable.

2. Order does not reflect the Regulatory Recovery Surcharge or local, state, or federally mandated usage fees and/or taxes.

3. Actual shipping costs may vary and will be assessed at the time of shipping.

4. Pre-qualification information contained in this document is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Subscriber and substituted upon Subscriber's approval, which may result in changes to the quoted MRCs and NRCs. MegaPath commits to making reasonable efforts to find the least expensive access available that meets the Subscriber's requirements.

5. The Corporate Access SSL - Network-based access policy is set at SSL Server level where any group has access to any resource upon authentication.

6. MegaPath does not credit Subscriber accounts for E-rate discounts. Regardless of Subscriber's eligibility to receive an E-Rate discount for the telecommunications or Internet services provided herein, Subscriber will be invoiced the entire sum of contracted service. It is solely the Subscriber's responsibility to complete and file any necessary paperwork and invoice the USAC on its own behalf for any such discount.

7. Prior to, during and after the installation of requested services, Subscriber may choose to request that MegaPath augment the Service Order to provide additional services or remove services from the Service Order. Depending upon the scope of these requested changes, verbal requests from the Subscriber and/or Subscriber's delegated representative may be acceptable to MegaPath in which case MegaPath shall notify Subscriber of its acceptance of said changes via email. In some instances MegaPath may require additional written authorization. All applicable charges resulting from changes requested by the Subscriber and/or the Subscriber's delegated representative, whether written or verbal, are the responsibility of the Subscriber and shall be deemed to be part of this Service Order and subject to its Terms and Conditions.

8. Subscribers who purchase MegaPath voice or managed services with broadband connectivity acknowledge and understand that MegaPath broadband connectivity Services may be activated, and that charges for such Service may be invoiced and due prior to activation of MegaPath voice or managed services. If purchasing voice services, calls made prior to the billing start date will be billed at the local calling rates posted at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf.

9. Voice Quality and Best Effort Voice - MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the last mile of Subscriber's circuit. MegaPath cannot provide nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as Subscriber provided access. Subscriber understands that all voice services provisioned without Voice QoS Optimization, including those provided by MegaPath, another provider and Subscriber provided access are offered as a BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY).

10. By signing a service Order form, Subscriber authorizes MegaPath to obtain any credit information necessary and/or Subscriber proprietary network information necessary to provision the MegaPath Service and to establish Subscriber's MegaPath account. Subscriber authorizes release of said information by any and all third parties to MegaPath and its affiliates. MegaPath reserves the right, at its sole discretion, to decline new Orders and to require Subscriber to post appropriate advance deposits for new and existing Services.

11. On this quote, any references to the following refer to Internet Access: ADSL (including Lineshare and Dedicated), SDSL, T1, Ethernet (including Ethernet over DSL), Cable (including Business and Residential), Wireless Broadband and Fixed Wireless.

LEGAL TERMS-PLEASE READ CAREFULLY: Subscriber's order for MegaPath Services are subject to the terms contained herein and to MegaPath's Terms and Conditions, found at <http://www.megapath.com/about/ourcompany/contracts> ("Terms and Conditions"). In addition to the fees quoted in this order, Subscriber understands that an early termination fee will be charged if Subscriber stops any Service before the end of its Circuit Term. MegaPath will also provide certain optional Services, subject to payment of additional fees. The early termination fees, Optional Service fees and miscellaneous fees are set forth in MegaPath's Fee Schedule, found at http://www.megapath.com/megapath/assets/File/PDF/Legal/fee_schedule.pdf ("Fee Schedule") and additional fees for voice services may be found at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf. Certain voice related services (including use of 800 numbers) require the payment of additional fees. Subscriber agrees to pay all fees associated with the Services ordered above and authorizes MegaPath to charge Subscriber's credit card for such fees. This Service Order need only be executed by Subscriber. MegaPath may accept or decline the Order as provided herein. MegaPath's provisioning of the Service shall indicate its acceptance of the order. The person signing below represents that s/he has read and agreed to the terms of this Agreement and is authorized to accept the Service Order and Agreement on behalf of Subscriber.

This section contains important information on the availability and functionality of 911 services. Please read it carefully.

Subscriber acknowledges and understands that MegaPath's 911 Emergency Service differs from traditional 911 service in the following ways: (A) 911 Service may not function if voice services or equipment are not functioning for any reason, including but not limited to a power outage or an outage or other disruption of the broadband service obtained from MegaPath or another provider; (B) 911 calls are routed to an emergency call center based upon the physical street address provided by Subscriber. If Subscriber provides inaccurate information, does not provide timely notice of changes, or attempts to use the service or equipment from another location, 911 calls may be delivered to a non-optimal call center and emergency responders may be dispatched to a location other than the location of the 911 caller; and (C) in some cases the 911 call center may not be able to capture and/or retain automatic number or location information, or be able to identify Subscriber's phone number and location in order to call Subscriber back if the call is not completed or disconnected, or if Subscriber is unable to speak to tell them.

BY SIGNING BELOW, OR USING THE SERVICES, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, THE FEE SCHEDULE, AND ANY OTHER APPLICABLE TERMS GOVERNING THE SERVICES.

Subscriber's Authorized Representative

Name

Title

Date

MegaPath Signature

Name

Title

Date



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda K
Department: _____
Prepared By: James Stanford, IT Account Code: _____
Date Prepared: Computer Support Specialist Budgeted Amount: _____
June 18, 2018 Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung OfficeServ 7100 Digital Telephone System and iDCS Telephone sets located at Main Fire Station, 607 Village Blvd.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung OfficeServ 7100 Digital Telephone System and iDCS Telephone sets located at Main Fire Station, 607 Village Blvd.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



COMMUNICATIONS, LLC

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

McAlester City Fire Station
607 Village Blvd.
McAlester, Ok. 74501

Equipment Covered

Samsung OfficeServ 7100 Digital Telephone System and iDCS Telephone Sets

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2018 through 6/30/2019

Fixed Yearly Rate - \$ 672.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title

Equipment Maintenance Agreement

A. Coverage

BizTel Communications, LLC, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 **Item Number:** Consent Agenda L
Department: James Stanford, IT
Prepared By: Computer Support Specialist **Account Code:** _____
Date Prepared: June 18, 2018 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung iDCS Digital and Analog Telephone sets located at City Hall.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



COMMUNICATIONS, LLC

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

**McAlester City Hall
28 E Washington
McAlester, Ok. 74501**

Equipment Covered

Samsung iDCS Digital Telephone Sets and Inside Wiring

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2018 through 6/30/2019

Fixed Yearly Rate - \$ 1950.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title

Equipment Maintenance Agreement

A. Coverage

BizTel Communications, LLC, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda M
Department: _____
Prepared By: James Stanford, IT Account Code: _____
Computer Support Specialist
Date Prepared: June 18, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service all 1 and 2 line non-system telephones and associated wiring owned by the City of McAlester within various locations of the City of McAlester.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



COMMUNICATIONS, LLC

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Non-System Service Contract Coverage

City Hall – Main Fire Dept – Police Dept, South Fire Station, North Fire Station, Airport, Landfill, Cemetery, Softball Complex, East Plant, West Plant, Stipe Center, City Pools, Hereford Lane Police and Waste Water Shop, Traffic Control and Parks, Central Garage and Sanitation, EXPO, Detective Division, Parrot Building, Police Tower, Firing Range and Waste Water Lift Stations

Equipment Covered

All 1 and 2 line Non-system telephones and associated wiring owned by the City of McAlester.

Note – Items not covered include speaker phones, headsets, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone network.

Effective Date 7/1/2018 through 6/30/2019

Fixed Yearly Rate - \$ 3220.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title

Equipment Maintenance Agreement

A. Coverage

BizTel Communications, LLC, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda N
Department: _____
Prepared By: James Stanford, IT Account Code: _____
Date Prepared: Computer Support Specialist Budgeted Amount: _____
June 18, 2018 Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung Telephone System KSU and IP Telephone sets Installed on 11/18/13. Warranty has expired.

Recommendation

Staff recommends authorizing the Mayor to sign an Agreement between BizTel Communications, LLC and the City of McAlester to maintain and service Samsung Telephone System KSU and IP Telephone sets Installed on 11/18/13. Warranty has expired.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



COMMUNICATIONS, LLC

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications, LLC

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

**McAlester City Hall
28 E Washington
McAlester, Ok. 74501**

Equipment Covered

Samsung Telephone System KSU and IP Phones Installed on 11/18/13

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 7/1/2018 through 6/30/2019

Fixed Yearly Rate - \$ 5370.00

Prorated Billing Amount - \$ 2685.00

BizTel Communications, LLC

By _____

Date _____

CUSTOMER

By _____

Date _____

Name and Title

Equipment Maintenance Agreement

A. Coverage

BizTel Communications, LLC, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda O
Department: _____
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: June 20, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an Agreement for the 2018 Junior Sunbelt Classic between McAlester Public Schools and the City of McAlester for funding in the amount of \$15,000.

Recommendation

Staff recommends authorization for the Mayor to sign an Agreement between the McAlester Public Schools and the City of McAlester, for funding in the amount of \$15,000.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

**AGREEMENT FOR THE PARTIAL FUNDING OF THE 2018
JUNIOR SUNBELT CLASSIC**



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

WHEREAS, the City and School desire to enter into this Agreement pursuant to the Interlocal Cooperation Act (74 O.S.1001); and

WHEREAS, the City and School desire to use government assets in a efficient and effective manner for the benefit of both parties; and

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the "2018 Junior Sunbelt Baseball Classic", which is scheduled for the week of June 7 through 13, 2018.

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

1. **City.** The City agrees to contribute, after being properly invoiced by the School, fifteen thousand dollars (\$15,000) for the partial cost of umpire fees and motel expenses for the Sunbelt Classic.
2. **School.** The School agrees to provide the City with a detailed report accounting for the City contribution by no later than August 15, 2018. Further, the School agrees to remit, at the time the School issues its detailed report, any City monies not spent for the purposes outlined in number one.
3. **Term and Termination.** The term of this Agreement shall be from June 1, 2018 until September 1, 2018.
4. **Miscellaneous Provisions:**
 - a. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
 - b. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason to be held invalid, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this _____ day of July, 2017.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Mayor


ATTEST:

Cora Middleton, City Clerk

McALESTER PUBLIC SCHOOLS

By:  _____
Stephanie Giacomo, Board President

ATTEST:

 _____
Mike Sossamon, Clerk of the Board

2018 Sunbelt Expenses

(Estimate)



Banquet

- City of McAlester - \$315.00
- US Food - \$100.00
- Wal-Mart - \$950.00
- Decorations - \$350.00
- PFG - \$150.00

Concession

- Sooner Coca Cola - \$1,000.00
- Performance Food Groups - \$200.00
- Lovera's - \$400.00
- Wal-Mart - \$1,000.00
- Hyland Dairy - \$250.00
- Indian Nation Wholesale - \$1,200.00
- Propane - \$100
- Starting inventory on hand appr. \$1,000

Hotel

- AmericInn - \$9,500.00

T-Shirts

- CSP - \$5,000.00

Umpires

- 14 Umpires = \$7,770.00
 1. 45 Games @ \$70.00 X2 (\$140.00) = \$6,300.00
 2. 5 Games @ \$70.00 X3 (\$210.00) = \$1,050.00
 3. 1 Assigning Fee = \$350.00

McAlester Public Schools Transportation

- Bus - \$3,800.00

Total Estimated Expenses - \$33,085.00

2017 Sunbelt Expenses

Umpires / Hotel

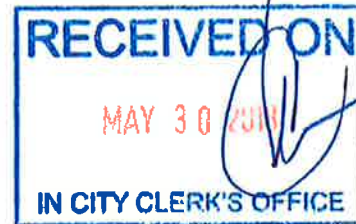
Hotel

- AmericInn - \$9,020.00

Umpires

- 13 Umpires = \$7210.00
- Matt Wilson
- Mike Sexton
- Lewis Wantland
- Kyal Johnston
- Jered Jones
- Jay Staude
- James Perry
- James Brigrance
- JJ Williams
- Colby Barnett
- Brad Davenport
- Barry Crow
- Arin Fowble
- 1 Assigning Fee = \$350.00

Total \$16580.00





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 26, 2018</u>	Item Number:	<u>Consent Agenda P</u>
Department:	<u></u>	Account Code:	<u></u>
Prepared By:	<u>John Browne, Mayor</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 20, 2018</u>	Exhibits:	<u></u>

Subject

Consider and act upon, approval of an additional seventeen (17) days of annual leave to be added to the leave balances of City Manager Peter J. Stasiak, retroactively effective as of June 14, 2018.

Recommendation

Authorize the additional annual leave be added to the leave balances of the City Manager, retroactively to June 14, 2018.

Discussion

None.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	J. Browne	JB	06/20/2018
City Manager	T. Ervin	<u>Toni Ervin ACM</u>	06/20/2018



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: Consent Agenda Q
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: June 20, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign the agreement for Excess Worker's Compensation Insurance coverage.

Recommendation

Motion to authorize the Mayor to sign agreements for Excess Worker's Compensation Insurance which has a claim retention of \$750,000 for annual premium of \$50,374.

Discussion

In order to bring pricing down, staff has requested multiple quotes from multiple companies.

Attachments include 3 different quotes for coverage.

Approved By

	Initial	Date
Department Head	_____	_____
City Manager	P. Stasiak _____	_____



PO Box 22778 Oklahoma City, OK 73123
Phone: 405.840.0074 • Fax: 405.840.5432

Date: 06/15/2018
To: Lisa Calder
Insurica
Norman, OK
From: Janna Preston - jlp@midman.com
Account: City of McAlester
28 East Washington
McAlester, OK 74501

Quoting on behalf of:

NEW YORK MARINE & GENERAL INSURANCE COMPANY

Specific Excess & Aggregate Excess Workers' Compensation and Employers' Liability Quote

A.M. Best Rated: "A-" (Excellent), IX

We are pleased to provide the following quotation terms as follows:

Quote Option MMC107162	
Policy Term	July 1, 2018 / July 1, 2019
Estimated Manual Premium	\$388,866
Estimated Total Payroll	\$9,770,805
Covered State(s)	OK
Specific Retention	\$750,000 except \$1,500,000 for presumptive claims
Specific Limit	Statutory
Employers Liability Limit	\$1,000,000
Aggregate Attachment Rate	495%
Minimum Aggregate Attachment	\$1,924,887
Aggregate Limit	\$1,000,000
Maximum Loss Accruing Aggregate	\$500,000
Excess Rate	0.5117
Estimated Premium Excluding Terrorism	\$50,374
Terrorism Charge	\$377
Total Minimum Premium	\$45,337
Total Deposit Premium	\$50,374

www.midlandsmgt.com

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QB - 1017



PO Box 22778 Oklahoma City, OK 73123
Phone: 405.840.0074 • Fax: 405.840.5432

Commission: 10%, included in above premium.

Quote Expiration: July 1, 2018

TPA: HealthSmart Casualty Claims Solutions

Payment Plan: Premium is due in full at inception of policy period.

The above quote is subject to:

1. Final Premium will be at least and not less than the minimum premium stated above.
2. Require full implementation of safety/loss control program and retention of TPA, approved by New York Marine and General Insurance Company, throughout the policy period.
3. Receipt of completed and signed excess application within 30 days of binding. App currently on file is not signed.
4. The Terrorism Charge is calculated separately and not included in the total rate above. It is subject to adjustment at audit.
5. Applicable state endorsements plus other coverage additions/exclusions may apply. All other endorsements desired must be requested prior to binding and are subject to approval.
6. Please sign and return the attached Terrorism Disclosure. Same must be received within thirty (30) days of binding.
7. New York Marine and General Insurance Company has the right, but not the obligation, to audit the TPA listed above.

Risk Control Services: See attached document listing services available
Please do not hesitate to contact me with any questions, Thank you.

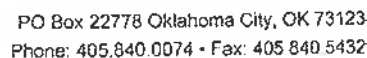
Regards,

Janna Preston

www.midlandsmgt.com

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QB - 1017



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION
ACT COVERAGE

Insured's Name

Policy Number

Definitions

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

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QB - 1017

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$377 and does not include any charges for the portion of losses covered by the United States government under the Act.

The portion of the Insured's annual premium that is attributable to coverage for certified "acts of terrorism" may be adjustable at audit and is calculated based on a percentage of the Insured's total audited payroll.

I ACKNOWLEDGE THAT WE HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THIS POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT, MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE THIS COVERAGE AND WE HAVE BEEN NOTIFIED OF THE PORTION OF THE PREMIUM ATTRIBUTABLE TO THIS COVERAGE.

Policyholder's Signature

Date



Excess Workers Compensation Quotation Sheet

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2018

Insured: City of McAlester

Quote Date: 06/15/2018

Policy #: EWC006547

Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS				
	0216438	0216440	0216439	0216441	
Named States	OK	OK	OK	OK	
SPECIFIC:					
Specific Limit	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Specific Retention	\$750,000	\$750,000	\$800,000	\$800,000	
EMPLOYERS LIABILITY:					
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Employers Liability Retention	See Specific	See Specific	See Specific	See Specific	
AGGREGATE:					
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Rate as a % of Normal Premium	320%	287.99%	331.75%	298.58%	
Estimated Aggregate Retention	\$1,369,053	\$2,464,209	\$1,419,323	\$2,554,824	
Minimum Aggregate Retention	\$1,341,672	\$2,414,925	\$1,390,936	\$2,503,727	
Aggregate Loss Limitation	\$500,000	\$500,000	\$500,000	\$500,000	
RATING BASE:					
Est. Annual Payroll	\$9,770,805	\$9,770,805	\$9,770,805	\$9,770,805	
Est. Annual Manual Premium	\$427,829	\$427,829	\$427,829	\$427,829	
Length of Policy (Years)	1.000000	2.000000	1.000000	2.000000	
Est. Policy Normal Premium	\$427,829	\$855,658	\$427,829	\$855,658	
Rate as a % of Normal Premium	12.98%	12.98%	11.85%	11.85%	
PREMIUM:					
Total Est Policy Prd Premium (Including Flat Charges)	\$55,532	\$111,064	\$50,698	\$101,396	
Policy Minimum Premium	\$49,979	\$99,958	\$45,628	\$91,256	
Deposit Premium	\$55,532	\$55,532	\$50,698	\$50,698	
Deposit Flat Charge(s)	NA	NA	NA	NA	
Total Deposit Due	\$55,532	\$55,532	\$50,698	\$50,698	
Terrorism Risk Ins Act of 2002 (Incl in Total Deposit Due above)	\$1,666	\$1,666	\$1,521	\$1,521	
Commission	10%	10%	10%	10%	

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.



Endorsement Schedule Quotation

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2018

Insured: City of McAlester

Quote Date: 06/15/2018

Policy #: EWC006547

Quote Expiration Date: 60 Days

Quote Option(s) 216440, 216441 Include(s) the following Endorsements:

CMB-187	Two Year Policy Short Rate Table
ISI-285	More Than One Premium Adjustment

The following endorsements apply to all quote options:

CMB-11	Amendment to Schedule Item 11
CMB-197-OK	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-OK	Oklahoma

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is shown below and does not include any charges for the portion of losses covered by the United States Government under the Act.

	<u>0216438</u>	<u>0216440</u>	<u>0216439</u>	<u>0216441</u>
TRIA Charge	<u>\$1,666</u>	<u>\$1,666</u>	<u>\$1,521</u>	<u>\$1,521</u>

Name of Insurer: Midwest Employers Casualty Company
Name of Insured: City of McAlester

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	AGAR FORD JARMON AND MULROW DBA INSURICA	ATTN:	Ms. Lisa Calder
PHONE:	(405) 321-2700	FAX:	(405) 360-8892
FROM:	Lana Perry	DATE:	06/20/2018

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: CITY OF MCALESTER
Account: 6002132
Specific & Aggregate Excess

Contract Terms	Option 2733207132	Option 2748616574
Liability Period	07/01/2018 - 07/01/2019	07/01/2018 - 07/01/2019
Payroll Reporting Period	07/01/2018 - 07/01/2019	07/01/2018 - 07/01/2019
Payroll	\$ 9,770,805	\$ 9,770,805
Manual Premium	\$ 360,786	\$ 360,786
Experience Modification Factor	1.000	1.000
Standard Premium	\$ 360,786	\$ 360,786
Self-insured Retention	\$ 650,000	Police/Firefighters \$ 750,000 All Other \$ 500,000
Specific Limit	Statutory	Statutory
Employers Liability Limit	Per Occ \$ 1,000,000	Per Occ \$ 1,000,000
Loss Fund Rate	Rate % Std Premium 500.00 %	Rate % Std Premium 600.00 %
Estimated Loss Fund	\$ 1,803,930	\$ 2,164,716
Minimum Loss Fund	\$ 1,803,930	\$ 2,164,716
Aggregate Excess Limit	\$ 1,000,000	\$ 1,000,000
Loss Limitation	\$ 650,000	All Other \$ 500,000 Police/Firefighters \$ 750,000
Premium Rate	Rate \$100 Payroll \$ 1.1153	Rate \$100 Payroll \$ 1.1153
Deposit Premium	\$ 108,974	\$ 108,974
Minimum Premium	\$ 108,974	\$ 108,974
Commission	15.00 %	15.00 %
Pay Plan	ANNUAL PAYMENT	ANNUAL PAYMENT
Audit Type	Voluntary	Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	AGAR FORD JARMON AND MULDROW DBA INSURICA	ATTN:	Ms. Lisa Calder
PHONE:	(405) 321-2700	FAX:	(405) 360-8892
FROM:	Lana Perry	DATE:	06/20/2018

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

Option 2733207132

OKLAHOMA MANDATORY ENDORSEMENT(S), IF APPLICABLE
1061 11 0115 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Option 2748616574

OKLAHOMA MANDATORY ENDORSEMENT(S), IF APPLICABLE
0556 02 0108 (XWC) SELF-INSURED RETENTION PER OCCURRENCE
0557 00 1092 (XWC) SELF-INSURED RETENTION PER OCCURRENCE - POLICE OFFICERS & DRIVERS
1061 11 0115 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Contingencies:

The quote is subject to the following:

1. Subject to completed vehicle supplemental application form prior to binding.
2. Subject to completed Safety National excess workers compensation application form prior to binding.
3. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.
3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization of 2015 (collectively, the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% to 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%



A member of the Tokio Marine Group

Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, policy services, audit, legal, and finance.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

Lana Perry Director - Excess Underwriting	(314) 810-5535	Lana.Perry@safetynational.com
Renee Przybylski Specialist - Underwriting Association Operations	(314) 810-5629	Renee.Przybylski@safetynational.com
Don Enke Risk Control	(314) 810-5427	don.enke@safetynational.com
Joanna Pallardy MAP Client Services	(314) 692-9507	joanna.pallardy@safetynational.com
Mike Harris VP Claims	(314) 692-9516	michael.harris@safetynational.com
Shelly Stuck Premium Audit	(314) 692-1370	shelly.stuck@safetynational.com



McAlester City Council

AGENDA REPORT

Meeting Date:	June 26, 2018	Item Number:	Consent Agenda R
Department:			
Prepared By:	Kevin Priddle, McAlester Defense Support Assoc.	Account Code:	
Date Prepared:	June 21, 2018	Budgeted Amount:	
		Exhibits:	2

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 support of a full time office and Executive Director position for MDSS. This contract includes shared funding with the MDSA for FY 2018-2019.

Recommendation

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

Discussion

Approved By

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

**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 July, 2018, 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 Department of Defense (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 three parties to this agreement, McAlester Defense Support Association, McAlester Defense Support Services, Inc., and the City of McAlester, working in conjunction with the McAlester Chamber of Commerce 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 by the City of McAlester and the MDSA. Recognizing the significant impact of McAlester Army Ammunition Plant (McAAP) and the defense industry on the area's economy, efforts of the MDSA, the City of McAlester, the McAlester Army Ammunition Plant (McAAP), consultants, and volunteers have increased every year.

Historically, funds raised by membership and the efforts of community and business volunteers, along with City staff, have been the source of budget and manpower requirements. With the increase in the 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 McAlester Defense Support Association 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, funding from the McAlester Defense Support Association membership and the City of McAlester is desirable and included herein.

NOW THEREFORE, in consideration of the mutual promises in the WORKING AGREEMENT (Exhibit B) and BUDGET 2018-2019 (Exhibit A), attached hereto and made a part of, the parties mutually agree as follows:

ARTICLE I. 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. (Exhibit A)
- 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. (Exhibit A)

ARTICLE II. BILLING AND PAYMENTS

- A. The **City** agrees to pay McAlester Defense Support Services Inc. the amount of six hundred and fifty dollars (\$650.00) per month beginning JULY 1, 2018 through June 30, 2019 (\$7,800.00 for the contract period). Such services shall be for office space, printing and use of office equipment of McAlester Defense Support Services Inc. as reflected in the WORKING AGREEMENT. In addition, it is agreed that the City shall reimburse the expenses defined in the attached BUDGET which shall not exceed the maximum total of \$48,690.00 for the contract period. Total Contract shall not exceed, 62,190.00.
- B. The **City** agrees to the reimbursement of City budgeted expenses which will be made on the basis of itemized statements submitted by McAlester Defense Support Services Inc. each month end. These statements will include appropriate receipts/statements as evidence of payment due. Payment to McAlester Defense Support Services Inc. is due within thirty (30) days after receipt of the invoice.
- C. The **McAlester Defense Support Association** agrees to the reimbursement of McAlester Defense Support Association budgeted expenses which will be made on the basis of itemized statements submitted by McAlester Defense Support Services Inc., each month end. These statements will include appropriate receipts/statements as evidence of payment due. Payment to the McAlester Defense Support Services Inc. is due within 30 days after receipt of the invoice.
- D. Recognizing the need for operating funds, **McAlester Defense Support Association** agrees, at the beginning of the agreement, to advance McAlester Defense Support Services Inc. an agreed upon amount for operation of the office while awaiting reimbursements.

ARTICLE III. PERIOD OF PERFORMANCE

- A. This AGREEMENT will be in effect through June 30, 2019. However, this AGREEMENT may be terminated by any of the parties with thirty (30) days written notice, and may be extended, or renewed upon written agreement by all parties.
- B. The parties hereto shall consider a BUDGET 90 days prior to the fiscal year July 1-June 30 each year. It is to be determined 60 days in advance of expiration of the AGREEMENT whether to continue the relationship.
 - 1) The BUDGET for office and administration expenses, as well as funding sources, is to be approved by all parties.
 - 2) The BUDGET shall be developed by the Executive Director of 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 are inadequate.
- D. In the event of one party's failure to implement this AGREEMENT, any aggrieved party may withdraw their support and participation by providing a 30 day notice to the other parties.

ARTICLE IV. NOT A WARRANTY

All parties, hereto, 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.

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 or 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 of McAlester, McAlester Defense Support Association, and McAlester Defense Support Services, Inc. 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, the City of McAlester, McAlester Defense Support Association, and McAlester Defense Support Services Inc. do hereby place their signatures.

CITY OF MCALESTER

By _____ Date _____
John Browne, Mayor

Attest: _____
Cora Middleton, City Clerk

MCALESTER DEFENSE SUPPORT ASSOCIATION

By Brian Rutledge Date 6-11-18

MCALESTER DEFENSE SUPPORT SERVICES, INC.

By Kevin E. Howard Date 6-11-18

BUDGET 2018 - 2019
McALESTER DEFENSE SUPPORT SERVICES

BUDGET ITEM	SOURCE			MDSS TOTAL
	City	Detail	MDSA	
MDSA Exec Director	\$ 20,825	Salary and Wages	\$ 21,675	\$ 42,500
Payroll taxes	\$ 1,185	FICA, Medicare, Unemployment, Work Comp 8.45%	\$ 2,406	\$ 3,591
Insurance	\$ -	Health Insurance Provided by Executive Dir	\$ -	\$ -
MDSS Third Party Contract- Space and Services	\$ 7,800	Office Space, equipment and printing \$650.00 month	\$ -	\$ 7,800
Accounting Services	\$ 960	Est. \$ 80 per month	\$ -	\$ 960
Office Supplies	\$ 960	Est. \$ 80 per month	\$ -	\$ 960
Postage	\$ 480	Est. \$40 per month	\$ -	\$ 480
Program Support	\$ -		\$ 1,704	\$ 1,704
Website	\$ -	\$900.00 remaining obligation for set up, \$55.00 per month maintenance		\$ -
Promotional Items	\$ -	\$600 Annually (handouts, booths, advertisement)	\$ -	\$ -
Post Office Box	\$ -	\$144.00 Annually	\$ -	\$ -
Dues and Subscriptions	\$ -	Memberships Assoc of Defense Communities	\$ 240	\$ 240
Conference fees	\$ 1,100	Various ADC and similar conferences	\$ -	\$ 1,100
Conference travel - ADC	\$ 3,495	Hotel, airfare, rental car, meals	\$ -	\$ 3,495
Conference/Mtgs travel-TBD	\$ 3,495	Hotel, airfare, rental car, meals	\$ -	\$ 3,495
Misc Expenses	\$ -	Est \$20 per month - Chamber + Misc MDSA 100 mo	\$ 1,200	\$ 1,200
Misc. travel	\$ 5,000	\$250 per mo. Compensation for use of personal vehicle	\$ -	\$ 5,000
Cell phone	\$ 1,140	\$95.00 per month - Compensation for use of personal Cell	\$ -	\$ 1,140
Community Membership Events	\$ -	Annual Briefings, Updates	\$ 900	\$ 900
Hosted Events, VIP and Briefings	\$ 2,250	As requested and scheduled	\$ 500	\$ 2,750
Office Operational Total	\$ 48,690		\$ 28,625	\$ 77,315
McAlester Stampede Total	\$ 13,500		\$ 10,000	\$ 23,500
Travel and Lodging	\$ 5,000	Travel and Lodging (Included in Contract)	\$ -	\$ 5,000
Bus Transit to/from Pentagon	\$ 400	Bus Transit to/from Pentagon	\$ -	\$ 400
Capitol Reception	\$ 4,000	Capitol Reception	\$ 3,000	\$ 7,000
VIP Dinners	\$ -	VIP Dinners	\$ 4,500	\$ 4,500
Staff Reception	\$ 2,000	Staff Reception	\$ 1,000	\$ 3,000
Senate Meetings	\$ 600	Senate Meetings	\$ -	\$ 600
Contingencies	\$ 1,500	Contingencies	\$ 1,500	\$ 3,000
TTL Expenses - Operations and Stampede Budget	\$ 62,190		\$ 38,625	\$ 100,815



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018
Department: City Manager
Prepared By: Millie Vance, Grant Writer
Date Prepared: June 19, 2018

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

Subject

Consider and act upon, adopting Citizen's Participation Plan for FY-2018 CDBG Project.

Recommendation

Motion to approve Citizen's Participation Plan for FY-2018 CDBG Project.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Toni Ewin ACM

6-21-18

***Community Development Block Grant (CDBG)
2018 STATE SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

CITY OF McALESTER CITIZEN PARTICIPATION PLAN

The City of McAlester intends to implement a Citizen Participation Program for its 2018 application process to accomplish the following objectives:

- A. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used. This will be accomplished by:
 - 1. Providing frequent and timely public notice of CDBG program activities in the local newspaper or by posting at City Office.
 - 2. Adopting a comprehensive CDBG Statement of Needs.
 - 3. Conducting a Public Hearing to inform citizens of the proposed 2018 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Council meeting.
- B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:
 - 1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
 - 2. The range of activities that may be undertaken with those funds.
 - 3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.
 - 4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of McAlester in accordance with Section 104(d)(1) and (2) of the Act.
 - 5. The basis on which the City of McAlester may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City of McAlester and does not necessarily include providing funding to such groups.

***Community Development Block Grant (CDBG)
2018 STATE SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

6. This requirement will be accomplished by discussing the CDBG proposal during regular Council meetings and in one formal public hearing prior to the submittal of the City of McAlester 2018 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2018 CDBG process will be maintained in the City Office of the City of McAlester by the Clerk and will be available upon request for review by the public. A brief summary of the proposed 2018 CDBG project will be available for public review after the Council/Board of Commissioners has made its final selection.
- C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if the City of McAlester receives funding, that discusses the City of McAlester accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council meetings will not be used for this purpose.
1. This requirement will be met through scheduling a Public Hearing to discuss the City of McAlester 2018 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the the City of McAlester and by posting at the City Office. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if the City of McAlester is funded in the 2018 CDBG process.
- D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the 2018 CDBG process. For example: the City of McAlester does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.
- E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the City of McAlester funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

***Community Development Block Grant (CDBG)
2018 STATE SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the City of McAlester 2018 CDBG application process is believed by the City of McAlester to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

- F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the City of McAlester will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the 2018 CDBG process may submit them in writing or in person at the City Office during regular business hours or may call 918-423-9300. The City of McAlester will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the City of McAlester City Council accepts the responsibility for implementing its provisions. The Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2018 CDBG program.

Adopted this 26th day of June, 2018 by the City Council of the City of McAlester.

John Browne, Mayor

ATTEST:

Cora Middleton, Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 2
Department: City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, adopting a Resolution to apply for FY-2018 CDBG Grant.

Recommendation

Motion to adopt a Resolution to apply for FY-2018 CDBG Grant.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Toni Erwin ACM

6-21-18

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2018 SMALL CITIES PROGRAM**

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of McAlester is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of McAlester desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of McAlester affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of McAlester is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 26th day of June, 2018, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

John Browne, Mayor

(Type) Name and Title of Chief Elected Official

6/26/2018

Date

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me _____, 20____ My commission

expires _____, 20____.

Commission No. _____

Cora Middleton, Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 3
Department: City Manager
Cora Middleton, City Clerk
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, adopting a Resolution on Leveraged/Matching funds for FY-2018 CDBG Projects.

Recommendation

Motion to adopt a Resolution on Leveraged/Matching funds for FY-2018 CDBG Projects.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Toni Erwin ACM

6-20-18

Resolution # _____

RESOLUTION ON LEVERAGED FUNDS

Whereas, the **City of McAlester** is applying for CDBG funds from the Oklahoma Department of Commerce (ODOC); and

Whereas, the **City of McAlester** hereby commits leveraged funds in the FY-2018 grant application to ODOC for the 2018 Sewer Line Replacement Project;

Now therefore, the **City of McAlester** does designate the following source of leveraged funds:

<u>SOURCE</u>	<u>AMOUNT</u>
Cash - City of McAlester (For engineering, inspection, admin. & construction costs.)	\$112,869.00
TOTAL	\$112,869.00

This resolution adopted on this 26th day of June, 2018,
by the City Council of the **City of McAlester**.

John Browne, Mayor

Typed Name and Title

Signature of Mayor

Attest: Cora Middleton, Clerk

(Seal)

**CITY OF McALESTER
2018 SMALL CITIES CDBG PROJECT
ENGINEERING REPORT**

I. GENERAL

The City has a aging sewer collection system. The older neighborhoods have a lot of clay tile piping mains that have cracked from poor soil conditions, age and tree root intrusion. These areas have frequent backups and overflows.

This project proposes to replace old sewer mains with new PVC sewer mains.

II. PROJECT PLANNING AREA

A. Location

Attached is a project location map.

The proposed project is located in the northwest part of the City. It is located in the area of 14th Street, between Keller Ave and Fleming Ave.

B. Environmental Resources Present

The proposed work is within existing maintained right of ways and mowed residential yards. No historical, archaeological or other significant sites are anticipated, nor are wildlife habitat or prime farmland expected to be impacted.

III. EVALUATION OF EXISTING SYSTEM

A. Condition of Facilities

1. Sewer Collection System

The existing sewer lines are old and deteriorating on these projects. There are frequent backups and overflows due to pipe failures.

IV. PROPOSED PROJECT

A. Description


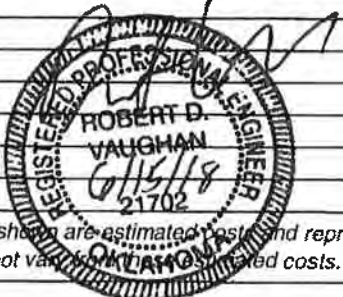
The proposed project consists of approximately 2,200 linear feet of 8-inch PVC sewer main, 11 manholes, connections to existing mains and any other incidental work for a complete and operational gravity sewer system.

B. Design Criteria

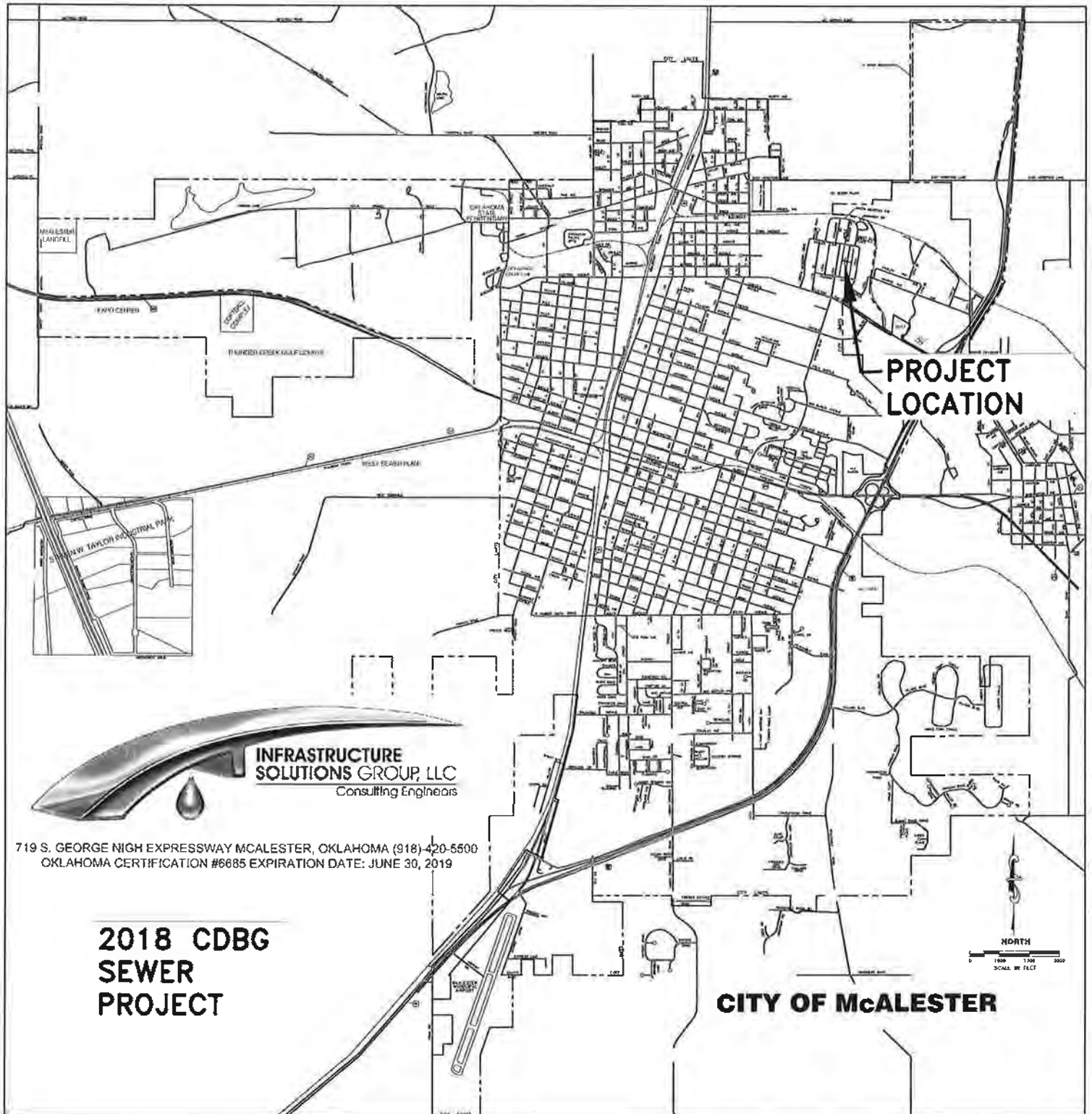
All improvements will be specified in accordance with current DEQ requirements.

C. Cost Estimate

Attached is the detailed cost estimate. The total project cost is \$225,738.00. The proposed funding is \$112,869.00 CDBG grant and \$112,869.00 City Funds.

 INFRASTRUCTURE SOLUTIONS GROUP, LLC Consulting Engineers		Opinion of Probable Construction Cost			
		City of McAlester			
		June 15, 2018			
		Page 1 of 1	Project # MCA-18-04		
Project Title					
Item	Description	Unit	Qty	Unit Price	Total Price
1	8-inch PVC Sanitary Sewer Main , Remove and Replace	Linear Feet	2,200	\$ 50.00	\$ 110,000.00
2	Sanitary Sewer Manholes	Each	11	\$ 3,500.00	\$ 38,500.00
3	Service Connection	Each	64	\$ 400.00	\$ 25,600.00
4	Surface Repairs	Linear Feet	40	\$ 50.00	\$ 2,000.00
5	Remove and Replace Fences over Existing Sewer Mains to Accommodate Construction.	Lump Sum	1	\$ 3,300.00	\$ 3,300.00
Construction Total					\$ 179,400.00
Engineering Fees					\$ 20,200.00
Resident Project Representative Fee					\$ 7,900.00
Survey Fee					\$ 8,535.00
ODEQ Construction Permit Fee					\$ 678.00
CDBG Administration Fee					\$ 9,025.00
Total Project Cost					\$ 225,738.00
					
<i>The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from the estimated costs.</i>					

Proposed Funding		
City Funds	\$	112,869.00
CDBG Grant	\$	112,869.00
Total Project Funds	\$	225,738.00



**PROJECT
LOCATION**

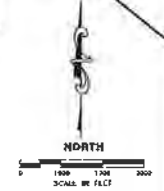


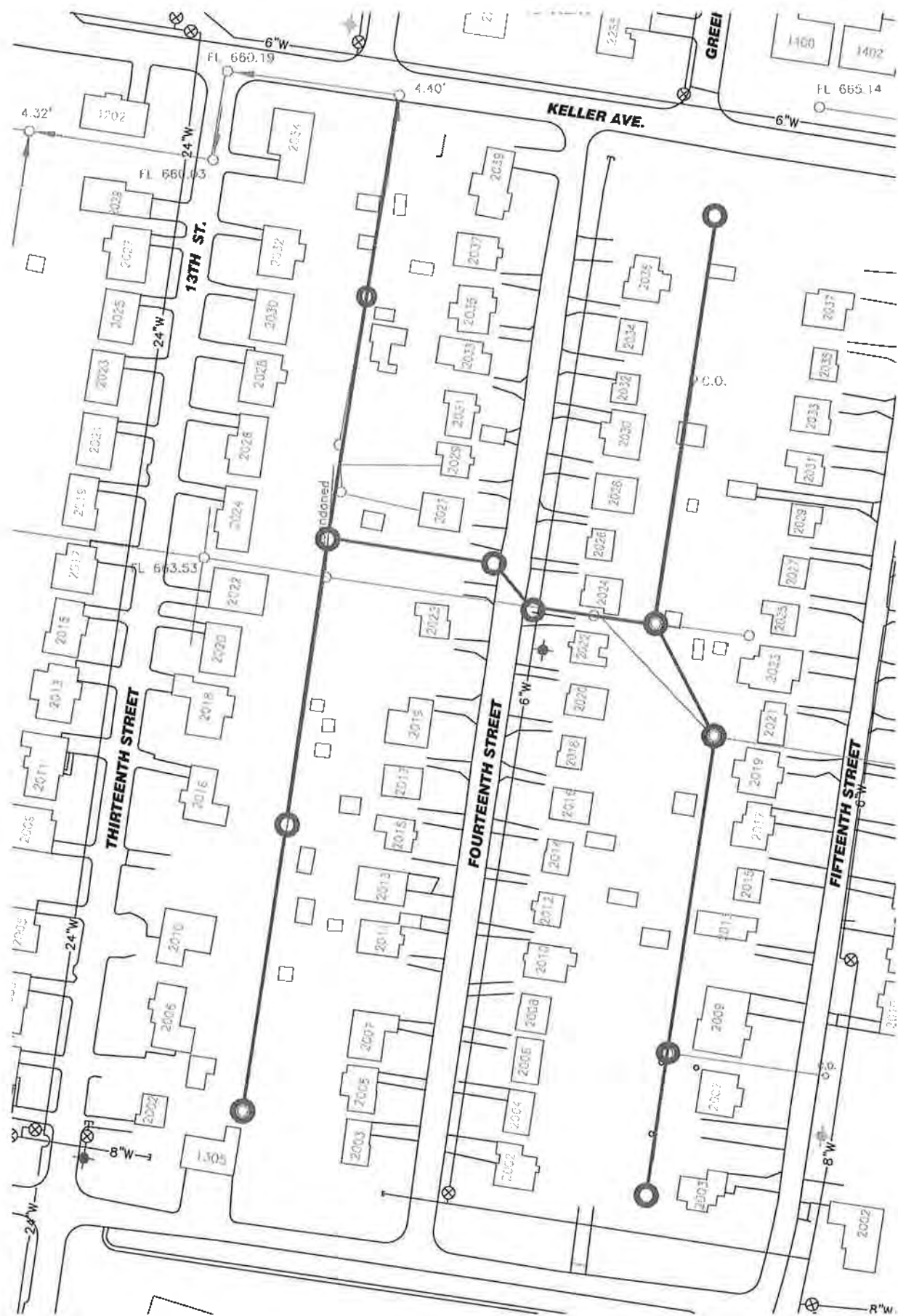
**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

719 S. GEORGE HIGH EXPRESSWAY MCALESTER, OKLAHOMA (918) 420-5500
OKLAHOMA CERTIFICATION #6685 EXPIRATION DATE: JUNE 30, 2019

**2018 CDBG
SEWER
PROJECT**

CITY OF MCALESTER







McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 4
Department: City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, adopting a Residential Anti-Displacement Plan for FY-2018 CDBG Sewer Line Replacement Project.

Recommendation

Motion to adopt a Residential Anti-Displacement Plan for FY-2018 CDBG Sewer Line Replacement Project.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

Toni Erwin ACM

Date

6-21-18

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The **City of McAlester** will undertake community economic development activities (2018 Sewer Line Replacement Project) funded through the Oklahoma Department of Commerce CDBG Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the **City of McAlester** in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the **City of McAlester** will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
2. A time schedule for commencement and completion of the demolition or conversion;
3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with the housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the **City of McAlester** will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

City of McAlester

By: _____
John Browne, Mayor

Date: 6/26/2018

ATTEST

Cora Middleton, City Clerk

(City Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 5
Department: City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Approval and Reading of 2018 Fair Housing Proclamation.

Recommendation

Motion to approve the 2018 Fair Housing Proclamation.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Toni Ewin ACM

6-21-2018

FAIR HOUSING

* * * * *

PROCLAMATION

Pursuant to the authority granted to me as Mayor of the **City of McAlester**, I do hereby proclaim that the **City of McAlester** supports and encourages FAIR HOUSING practices. Further, I decree that the **City** affirms to follow the concepts, practices and intent embodied by the Federal, State, and Local laws in regard to Fair Housing.

The Fair Housing Act prohibits discrimination in housing because of race or color, national origin, religion, sex, familial status, sexual orientation, gender identity, or handicap. The **City of McAlester** encourages each citizen, agency, lender, or real estate business planning housing promotions or activities to implement the provisions of the Fair Housing Act.

John Browne, Mayor

* * * * *



Equal Housing
Opportunity

2018



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 6
Department: City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, approval and authorizing the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2018 CDBG grant application and administer project.

Recommendation

Motion to approve and authorize the Mayor to sign a Contract with Millie Vance Incorporated to prepare FY-2018 CDBG grant application and administer project.

Discussion

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

Toni E. Allen

6-21-18

CONTRACT FOR ADMINISTRATIVE SERVICES

The **City of McAlester** hereafter referred to as **City**, and **Millie Vance Incorporated** hereafter referred to as **Contractor**, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the _____ day of _____ 2018, and shall be in effect through the _____ day of _____, 2019. The contract period may be extended by mutual agreement of both parties.

This contract will be null and void if no grant funds are received.

I. SCOPE OF SERVICES

The **Contractor** agrees to perform administrative consulting services as specified in **Administrative Responsibilities, Attachment 2 of CDBG Requirement 402**, (hereby attached to this contract), of the CDBG Implementation Manual for the purpose of carrying out the Community Development Block Grant (CDBG) project:

Project: CDBG 18 **Project Name:** CDBG Sewer Line Replacement Project

II. COMPENSATION AND METHOD OF PAYMENT

If the project is funded, the **City** agrees to pay the **Contractor**, as compensation for administrative consulting services, a total sum not to exceed **\$9,025.**

III. GENERAL TERMS AND CONDITIONS

- A. **Subcontract Notification Provision:** None of the work and services covered by this contract may be subcontracted without the written consent of the **City**. In no event will any subcontract incur any obligation on the part of the **City**.
- B. **Modification:** This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.
- C. **Interpretation, Remedies:**
1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree, in writing, to utilize an outside mediator to assist the parties to come to an agreement.
 2. Neither forbearance nor payment by the **City** shall be construed to constitute waiver of any remedies for any default or breach by the **Contractor** that exists then or occurs later.

D. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

E. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Contractor**. **Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for **Contractor**, **Contractor** will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees for all the hereinbefore described expenses, claims, actions or amounts recovered.

F. PERSONNEL

1. The **Contractor** represents that she has or will secure, at her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the **City**.
2. The **Contractor** has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the **Contractor** or under her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

G. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the **Contractor** shall fail to fulfill in a timely and proper manner her obligations under this contract or if the **Contractor** shall violate any of the covenants, agreements or stipulations of this contract, the **City** shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the contract by the **Contractor** and the **City** may withhold any payments to the **Contractor** until such time as the exact amount of damages due the **City** from the **Contractor** is determined.

H. TERMINATION FOR CONVENIENCE OF THE CITY

The **City** may terminate this contract at any time by giving at least 30 days notice in writing to the **Contractor**. If the contract is terminated by the **City** as provided herein, the **Contractor** will be paid for the time provided and all allowable expenses incurred up to the termination date.

I. CONFLICT OF INTEREST

No member of the governing body of the **City** or any other officer, employee or agent of the **City** who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the **Contractor** shall take appropriate steps to assure compliance.

J. INTEREST OF CONTRACTOR AND EMPLOYEES

The **Contractor** covenants that she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The **Contractor** further covenants that in the performance of this agreement, no person having any such interest shall be employed.

K. REPORTS AND INFORMATION

1. The **Contractor**, at such times and in such forms as the **City** may require, shall furnish the **City** with such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
2. The **Contractor** shall furnish the **City** with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the **City** or Federal and State grantor agencies.

L. COMPLIANCE WITH LOCAL LAWS

The **Contractor** shall comply with all applicable laws, ordinances and codes of the State and local governments and the **Contractor** shall save the **City** harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

M. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the **Contractor**.

N. RECORDS AND AUDITS

The **Contractor** shall assist the **City** in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. The **Contractor** shall also retain **Contractor's** own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by the **City** or until all audit findings have been resolved, whichever is later. **Contractor** shall permit authorized representatives of the Oklahoma Dept. of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

0. ANTI-KICKBACK REGULATIONS

The **Contractor** shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

P. EQUAL EMPLOYMENT OPPORTUNITY

The **Contractor** shall comply with the following equal opportunity requirements as part of CDBG assurances:

1. **Civil Rights Act of 1964, Title VI:** **Contractor** shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance.
2. **Housing and Community Development Act of 1974, Section 109:** **Contractor** shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded under the Act.
3. **Housing and Urban Development Act of 1968, Section 3:** **Contractor** shall comply with Section 3, which provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.
4. **Affirmative Action:** **Contractor** shall take affirmative action steps to contract with small and minority-owned firms and women's business enterprises as a part of the requirements of 24 CFR, Part 85.36 or 24 CFR, Part 570, Sub-part J. Affirmative action steps include but are not limited to the following:
 - a. Including qualified small, minority and women's business enterprises on solicitation lists;
 - b. Assuring that small, minority and women's business enterprises are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women's business enterprises participation;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors;
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative action steps in a through e. above.

Q. AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by Federal funds.

R. REHABILITATION ACT OF 1973, SECTION 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any programs or activities receiving Federal financial assistance.

Executed by:

City of McAlester
Name of City

Signature

John Browne, Mayor
Typed Name & Title

June 26, 2018
Date

ATTEST:

Signature

Cora Middleton, City Clerk
Typed Name & Title

(CITY SEAL)

Executed by:

Millie Vance Incorporated
Contractor

Signature

Millie Vance, President
Typed Name & Title

June 26, 2018
Date

(CORPORATE SEAL)

ADMINISTRATIVE RESPONSIBILITIES

I. ADMINISTRATIVE TASKS

When a **Contractor (administrator)** enters into a contract for administrative services, the administrator shall comply with all Federal and State laws and all ODOC requirements. However, the **City** is not relieved of its contractual obligation to ensure compliance. The following list identifies who shall be responsible to ensure the following tasks are completed in a timely manner:

	<u>City</u>	<u>Certified CDBG Administrator</u>
A. Public Hearings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Environmental Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Release of Funds	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Requests for Payment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Monthly Expenditure Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Project Files	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Quarterly Progress Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. Bid Documents, Notice of Award, Pre-Construction Conference, Notice to Proceed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Weekly Payrolls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. On-site Interviews	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Coordinate On-site Visits (Construction)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L. Closeout Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
M. Job Tracking	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. DEFINITIONS: The following are definitions of the above assigned tasks:

- A. **Public Hearing:** All public hearings must be held in accordance with the **City's** Citizen Participation Plan in order to comply with 24 CFR 570.486.
- B. **Environmental Review:** Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds and acquiring adequate documentation. For activities not exempt from environmental assessments, an environmental assessment will be prepared. For activities exempt and/or categorically excluded from environmental assessments, prepare a written Finding of Exemption, which should identify the project or activity and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands and other applicable authorities.
- C. **Release of Funds:** Preparation of Environmental Review, leverage/commitment (if applicable), insurance and bonding, Residential Anti-Displacement Plan, Placement Plan (ED projects only), and Special Conditions (as required). These documents will be presented to the local governing board for approval and signature and submitted to ODOC for processing.

- D. Requests for Payment: Requests for funds must be submitted to ODOC on the approved form and prepared in conformance with the instructions provided. **Only** request funds that can be expended within the allotted time (15 days from date funds received). The following information is needed to complete this form: Engineer pay estimates, approved invoices, Non-collusion affidavits and other documents as required by the governing board. Although the administrator can complete this form, the **City** must sign it.
- E. Monthly Expenditure Reports: The **City** must report all funds received in a timely manner. A Monthly Expenditure Report must be completed and sent to ODOC by the 10th of the following month in which CDBG funds have been received. The administrator can complete this report, however, it must be signed by an authorized representative of the **City**. Failure to submit this report will result in Requests for Payment being held until all funds received have been reported.
- F. Project Files: All originals are to be maintained with the **City** to demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained.
- G. Quarterly Program Reports: This report must be prepared and submitted to ODOC by the 10th day of July, October, January, and April.
- H. Bid Documents, Notice of Award, Pre-construction Conference, and Notice to Proceed: Preparation of the Notice of Award with certification from the construction contractor that he is not listed on the "Debarred List". Ensure a copy is submitted to ODOC. Conduct the Pre-Construction Conference, prepare a report in conjunction with contractor, engineer, architect, and subcontractor to explain contract requirements.
- I. Weekly Payrolls: Ensure weekly payrolls and statements of compliance are submitted and compared with Davis-Bacon Wage Rates.
- J. On-site Interviews: Conduct on-site interviews of at least 10% of the subcontractor's employees for each job classification. Interview must be conducted at least once during the course of construction.
- K. On-Site Visits: Coordinate On-Site visits.
- L. Closeout Documents: Transmittal of CDBG Closeout documents, Final Expenditure Reports, Contract Closeout Certifications and Beneficiary Report.
- M. Job Tracking: If applicable to project, track jobs and prepare quarterly reports to submit to ODOC.



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 7
Department: Council
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Final Training item for the Oklahoma Municipal Assurance Group's OMAG Municipal Liability Protection Plan (MLPP) **Recognition Program**.

Recommendation

Watch OMAG video of review of Insurance Declarations page.

Discussion

This is the final training section for the OMAG Municipal Liability Protection Plan (MLPP) **Recognition Program**.

Approved By

Department Head
City Manager

P Stasiak

Initial
CM

TE

Date
06.19.18

6-21-18



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

Municipal Liability Protection Plan
Declarations Page

1. PLAN MEMBER
and Mailing Address

CITY OF MCALESTER
P.O. BOX 578
MCALESTER OK 74502-0578

AGREEMENT NUMBER
GLA 1400439 01

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07/01/2017 to 07/01/2018

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

PREMIUM

GENERAL LIABILITY (PARTS I, IV, AND V)

- | | |
|--|-----------------------------|
| A. Bodily Injury | B. Property Damage |
| C. Personal Injury | D. Errors and Omissions |
| I. Pollution Damage | J. Defense Reimbursement |
| <input type="checkbox"/> Prior Acts Coverage | L. W.C. Retaliation Defense |

\$90,893
Coverages A,B,C,D,I,J,L

AUTOMOBILE LIABILITY (PART II)

- | | |
|-------------------------------|--------------------|
| E. Bodily and Personal Injury | F. Property Damage |
|-------------------------------|--------------------|

\$23,439
Coverages E,F

☒ Hired and Non-owned Automobile Coverage

\$159
Hired and Non-owned

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

- G. Automobile Physical Damage
- | | |
|---------------------|--------------------|
| 1. Comprehensive | Per fleet schedule |
| 2. Specified Perils | |
| 3. Collision | |
- ☐ Hired Auto Physical Damage Limit:

\$21,548
Coverages G

- H. Equipment Physical Damage - Per equipment schedule
☐ Mobile Equipment Leased/Rented Limit: \$0

\$0
Hired Auto Physical Damage
\$2,443
Coverages H

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L

Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

- \$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal
\$ 125,000 Each Other Loss Per Occurrence
\$ 1,000,000 Aggregate Per Occurrence

Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

- \$ 10,000 Medical Payments for Volunteers Per Loss
\$ 1,000,000 Each Other Loss Per Occurrence

Annual Aggregate

- \$ 2,000,000 Coverages C,D
\$ 10,000 Coverage J

\$138,482
Total Premium
(This is not an Invoice)

6. DEDUCTIBLES

Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and utility disruptions.

- Coverages C,D: **\$1,000** Per Occurrence
Coverages G,H: Per Schedule or Endorsement
Coverage I: **\$1,000** Per Pollution Incident
Coverage J: **\$5,000** SIR

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any

Jonathan D. Woods

OMAG Representative

05/17/2017
Date



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018
Department: Council
Prepared By: Cora Middleton, City Clerk
Date Prepared: June 19, 2018

Item Number: 8
Account Code:
Budgeted Amount:
Exhibits: 1

Subject

Consider and act upon, approval of resolution requesting participation in the OMAG Recognition Program.

Recommendation

Motion to approve resolution requesting participation in the OMAG Recognition Program.

Discussion

This completes the required training for the OMAG Municipal Liability Protection Plan (MLPP) Recognition Program. This resolution confirms that the City Council has completed all four (4) of the steps of the required training.

Approved By

		Initial	Date
Department Head		CM	06.19.18
City Manager	P. Stasiak	<i>TS</i>	<i>6-21-18</i>

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE
OMAG RECOGNITION PROGRAM**

WHEREAS, the City of McAlester believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

WHEREAS, the City of McAlester has executed the interlocal agreement forming OMAG (the Oklahoma Municipal Assurance Group); and

WHEREAS, OMAG is the City of McAlester's provider of insurance and risk management solutions; and

WHEREAS, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

WHEREAS, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body has adopted a governing body handbook or, if a handbook had previously been adopted, the body has reviewed and updated the handbook to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

WHEREAS, due to the above actions by the governing body and its members, the City of McAlester is now eligible to participate in the OMAG Recognition program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF McALESTER CITY COUNCIL THAT THE CITY OF McALESTER REQUESTS THAT IT BE CONSIDERED FOR PARTICIPATION IN THE OMAG RECOGNITION PROGRAM.

ADOPTED by the City Council of the City of McAlester on this ____ day of _____, 20__, after full compliance with the Oklahoma Open Meeting Act.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>June 26, 2018</u>	Item Number:	<u>9</u>
Department:	<u>Economic Development</u>	Account Code:	<u></u>
Prepared By:	<u>Kirk Ridenour</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 20, 2018</u>	Exhibits:	<u>2</u>

Subject

Consider and act upon, to authorize the execution of a Professional Services Agreement with The Spectrum Group to provide technical and logistical assistance to establish the goals, objectives, and timing of the 2018 Annual Stampede Event and to provide Legislative/Department of Defense monitoring and advocacy services.

Recommendation

Staff recommends approval of a FY19 Professional Services Agreement with The Spectrum Group.

Discussion

For three years, The Spectrum Group has been our contracted advocacy firm in Washington D.C. that monitors Department of Defense legislation and assists with the preparation and execution of the annual Stampede. The attached exhibits make up the proposed contract for FY 19.

1. FY19 Professional Services Agreement between the City of McAlester and The Spectrum Group
2. Exhibit "A" to the Agreement – Scope of Services

Approved By

		Initial	Date
Department Head		KR	June 20, 2018
City Manager	P Stasiak	<u>TE</u>	<u>6-2-18</u>

PROFESSIONAL SERVICES CONSULTING AGREEMENT

AGREEMENT made this _____ day of _____ 2018 by and between, the **City of McAlester**, an Oklahoma municipality, with offices located at 28 East Washington Avenue, McAlester, OK 74501 (hereinafter City) and **The SPECTRUM Group**, a Delaware corporation, with offices located at 11 Canal Center Plaza, Suite 300, Alexandria, VA 22314 (hereinafter TSG / TPG Team).

WHEREAS, the City desires to retain the services of the TSG / TPG Team to provide consultant services, and

WHEREAS, TSG / TPG Team is willing to provide said services for the City, subject, however, to all of the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **General Representation**

TSG / TPG Team will assign the following members to this project:

- Project Manager: MG Jerry Harrison, USA (Ret.)
- Project team: LTC Don Fix, USA (Ret.)

Other TSG / TPG Team members will be assigned as required.

2. **Services**

2.1 TSG / TPG Team shall use its best efforts to provide consulting services to the City of McAlester and McAlester Defense Support Association (hereinafter MDSA) which will include, but not necessarily be limited to, the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein.

2.1.1 **Additional Services**

The Scope of Services set forth in Exhibit "A" may be amended from time to time to add additional services subject to costs negotiated between the City, MDSA and the TSG / TPG Team. Specifically, but not limited to, the City and MDSA will review the Detailed Action Plans that were submitted by TSG, and may add an amendment detailing additional services and cost for the period of the contract.

2.1.2 Contract Term

- (a.) The term of the Professional Services Agreement shall be for a twelve month period from July 1, 2018 through June 30, 2019.
- (b.) Subject to the approval of the McAlester City Council, an additional term may be added for the twelve month period from July 1, 2019 through June 30, 2020.

2.2 TSG / TPG Team will work directly with and take guidance from designees of the City of McAlester and McAlester Defense Support Association.

3. Costs

3.1 Total proposed fee to accomplish tasks identified in the Required Scope of Services are set forth in Exhibit A.

3.2 Description of Fees for Contingencies and Additional Services

The fees set forth in Section 3.3 below are exclusive of the food and beverage costs and possible rental costs associated with hosting an annual Stampede Event in Washington D.C. In both cases the TSG / TPG Team will present to the City and MDSA several proposals with budget alternatives for a final decision.

3.3 In consideration of the services performed hereunder, City and MDSA agrees to pay TSG / TPG Team:

- Contract term (July 1, 2018 through June 30, 2019)
 - \$5,500.00 per month for a period of twelve (12) months. The first payment is due on July 1, 2018, to be followed by monthly invoices during the base term of this agreement.
 - Up to \$4,000 of travel expenses as they occur.

3.4 TSG / TPG Team will submit invoices monthly for consulting services and related expenses. Expenses shall be invoiced at direct cost and shall be accompanied by supporting documentation. TSG / TPG Team monthly invoices shall give a breakout of the amount of the invoice that would be considered lobbying (Direct and Indirect) versus the amount of the invoice for non-lobbying activities.

3.5 All fees to TSG / TPG Team for services shall be due and payable within 30 days. All balances not paid on the due dates specified herein will bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. All costs of

collection incurred by TSG / TPG Team of fees that are more than sixty (60) days past due shall be paid by City promptly upon demand.

4. Limitations

- 4.1 Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.
- 4.2 TSG / TPG Team represents that there is no conflict of interest between its performance in any consulting capacity under this Agreement and its relationship with other clients. If at any time in the future, it is believed that there is a potential conflict of interest, TSG / TPG Team will promptly so advise.
- 4.3 TSG / TPG Team shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City or MDSA. Consultant shall have exclusive control of and the exclusive right to control the manner, method and details of its operations hereunder and all persons performing same, except as to the final result or deliverable products required under the Scope of Services herein, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. TSG / TPG Team shall not be entitled to any of the rights and benefits customarily extended to City or MDSA employees.
- 4.4 In the event City or MDSA hires or retains independently the services of any TSG / TPG Team member who has performed services under this Agreement during the term of the Agreement or within six months of that member completing the performance of such services, MDSA shall pay TSG / TPG Team an amount equal to either (a) 25% of the first year's salary in the case of a hire or (b) 25% of the fees billed to any and all clients based on the member's services during the previous twelve months.
- 4.5 Either party may terminate this Agreement without further liability to the other party by giving 30 days prior written notice of such termination. Upon receipt of a notice of termination, TSG / TPG Team shall promptly cease placing orders and all further work pursuant to the Agreement with such exceptions, if any, specified in the notice of termination. The City and MDSA shall pay TSG / TPG Team for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5. Confidentiality

- 5.1 For the purpose of this clause, data means all information, including legal and government documents, financial results and projections, customer lists, business plans, drawings, prints, specifications, reports, and designs.
- 5.2 TSG / TPG Team agrees that all knowledge and data received from or about City and/or MDSA by virtue of the performance of services under and pursuant to this Agreement shall for all times and all purposes be regarded by TSG / TPG Team as strictly confidential. TSG / TPG Team shall not publish or otherwise disclose or use such data, except for the benefit of City and MDSA pursuant to this Agreement, subject to appropriate confidentiality restrictions on the recipient. However, there shall be no restriction on disclosure of information, which is or becomes publicly known other than as a result of a breach of obligation defined in this provision. On termination of this Agreement, all data prepared for on or behalf of City and MDSA shall be delivered to City and MDSA and will be maintained as confidential for two years thereafter by TSG / TPG Team.
- 5.3 TSG / TPG Team agrees to maintain confidential information provided by City and/or MDSA in relation to this Agreement, as it is agreed by both parties that it is advisable to act upon information learned consistent with the goals and objectives of City and MDSA.
- 5.4 TSG / TPG Team represents and warrants that it has the legal right and ability to represent City and MDSA and perform said services under and pursuant to this Agreement, and in providing said services shall at all times comply with all applicable federal, state, and local laws, and the Federal Acquisition Regulations. TSG / TPG Team hereby certifies that they are familiar with the provisions of the Procurement Integrity Act (41 U.S.C. 423) and implementing regulations issued thereunder and shall strictly comply with such law and regulations. TSG / TPG Team and MDSA shall comply in all respects with all applicable federal, state, and local laws, rules, and regulations of the United States and all applicable international agreements in the performance of their respective obligations under this Agreement.

6. Notices

All notices, requests, instructions, or other documents required hereunder shall be deemed to have been given or made when delivered by registered mail or certified mail, return receipt requested, postage prepaid or other reputable overnight mail delivery or courier service to:

If to TSG / TPG Team, then:

Spectrum Consulting LLC
ATTN: Mr. Gregory L. Sharp
11 Canal Center Plaza, Suite 300
Alexandria, VA 22314
Tel: (703) 683-4222

If to City/MDSA, then:

City of McAlester
ATTN: Ms. Cora Middleton, City Clerk
McAlester City Hall
28 East Washington Avenue
McAlester, OK 74501
Tel: (918) 423-9300

7. Assignability

The TSG / TPG Team shall not sell, assign, transfer or convey any interest in this Agreement in whole or in part without the prior written consent of the City. No assignment, transfer or conveyance under this Agreement will be effective without the prior written consent of the City.

8. Governing Law

This Agreement is entered into subject to the Charter and Ordinances of the City of McAlester, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Oklahoma and Federal laws. The parties to this Agreement agree and covenant that for all purposes, including performance and execution, this Agreement will be enforceable in McAlester, Oklahoma, and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Pittsburg County, Oklahoma.

9. Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10. Insurance

TSG / TPG Team shall provide a Certificate of Insurance documenting the following insurance coverage (at a minimum and to the extent applicable):

- Commercial General Liability of \$1 million per occurrence and \$2 million in the aggregate.
- Commercial Automobile insurance with a limit of not less than \$1 million.
- Professional Liability insurance of \$1 million to \$2 million.
- Evidence of Workers Compensation/Employer's Liability insurance at State statutory limits.
- Disability insurance coverage at State statutory limits.
- The City and MDSA to be named as additional insured on a primary and non-contributory basis on the following policies: Commercial General Liability & Auto Liability. In addition, all policies listed above should include a waiver of subrogation in favor of the City and MDSA.

11. Non-Collusive Bidding Certification

TSG / TPG Team shall submit a properly subscribed and affirmed Non-Collusive Certification, providing an oath that states that they have made no payment directly or indirectly to any elected official, officer or employee of the City of McAlester of money or any other thing of value to procure this Agreement.

12. Indemnification

TSG / TPG Team does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and MDSA and all of their officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action and liability of every kind, including all expenses of litigation and/or settlement, court costs and attorney fees for any damages arising out of the performance of the Agreement for the City and MDSA, including but not limited to claims, costs or other expenses where such liability is caused by the negligent act, error or omission of TSG / TPG Team or any person or organization for whom the TSG / TPG Team is legally liable. Nothing in this paragraph shall make the TSG / TPG Team liable for any damages caused by the City or MDSA or any other Contractor of the City or MDSA.

13. Non-Discrimination

TSG / TPG Team shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, ancestry, disability or place of birth. TSG / TPG Team shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry,

disability or place of birth. This action shall include but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation and training opportunities.

14. Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), TSG / TPG Team warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public nor in the availability, terms and/or conditions of employment for applicants for employment with or employees of TSG / TPG Team or any of its subcontractors.

15. Headings

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

16. Entire Agreement

This Agreement contains the entire understanding between the parties hereto and supersedes all prior written and oral understandings relating to the subject matter hereof.

17. Modifications

Any modification of or amendment to this Agreement must be in writing and signed by all parties in order to be enforceable.

18. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate (each of which shall be deemed to be an original) as of the day and year first above written.

The SPECTRUM Group:

City of McAlester:

By: _____
Gregory L. Sharp, President

By: _____
John Browne, Mayor

Date: _____

Date: _____

ATTEST:

Cora Middleton, City Clerk

**Exhibit “A” – Scope of Services
(July 1, 2018 through June 30, 2019)
City/MDSA and TSG/TPG Team Professional Consulting Services Agreement**

TSG/TPG Shall Provide to the City and MDSA the following services and deliverables:

Annual MDSA Stampede Event

- Consultant to provide technical and logistical assistance to the City and MDSA in their efforts to establish the goals, objectives, and timing of the Annual Stampede Event.
- Consultant will recommend the overall outline of the event to ensure that all relevant parties (i.e. Pentagon, Congressional, Federal Agency, Defense Contractors, etc.) have an opportunity to participate in various aspects of the Stampede.
- Consultant will coordinate with the MDSA Stampede Project Officer to ensure that all relevant members of the Pentagon leadership and Congressional Delegation Members and staff, as well as the Defense Oversight Committee Members and staff, are included in appropriate meetings, visits, and social activities associate with the Stampede. Invitees will include, but are not limited to the following:
 - Department of Defense, Army, and other Pentagon leadership
 - Oklahoma Delegation Members and staff
 - Congressional Oversight Committee Members
 - Professional Staff Members
 - Other relevant government agency representatives
 - Washington Offices of Defense Contractors supporting McAAP
- In addition to assisting with organizing, scheduling, and executing the event, the Consultant shall ensure that the City/MDSA Stampede participants are adequately prepared for the event by developing White Papers, Q’s&A’s, Info Packets, etc. on pertinent issues, and items of interest which impact McAAP/Choctaw Defense/MDSA.
- Consultant shall conduct an “After Action” session with City/MDSA, within one month after the event, to discuss relevant changes, recommendations, additions, etc. to follow-on Stampedes.
- Throughout the term of the agreement, the Consultant shall provide technical assistance to the City/MDSA to support the mission of the Annual Stampede Event.

Legislative/DoD Monitoring and Advocacy Services

- Consultant shall provide Legislative/DoD monitoring services throughout the term of the agreement, inclusive of but not limited to:
 - Keeping the City/MDSA abreast of pending federal legislation and budgetary issues impacting McAAP & Choctaw Defense.

- Keeping the City/MDSA abreast of future military/defense sector strategies and planning that impact McAAP & Choctaw Defense.
 - Provide monthly activity reports, and periodic “spot” reports on legislative and policy activities of interest and concern, as well as periodic teleconferences with the City/MDSA on relevant interests and priorities.
- Consultant shall provide Advocacy Services throughout the term of the agreement, inclusive of but not limited to:
 - Maintain continuing relationships with top-level officials within the DoD and the US Congress (i.e. Oklahoma Delegation and Defense Oversight Committees) in order to advocate for and promote the missions and priorities of McAAP, Choctaw Defense, and Southeast Oklahoma Defense and Homeland Security related industries.
 - Assist in facilitating meetings with key top-level Executive and Congressional officials when local and state officials visit Washington DC, or when officials visit McAAP.
 - Assist MDSA in developing legislative priorities for McAAP, Choctaw Defense and Southeast Oklahoma Defense and Homeland Security related industries, as well as the development of legislative strategies to ensure authorization and appropriations of funds to support these priority initiatives.
 - Conduct periodic meetings, on a bi-monthly or as needed basis, with the Members and staff of the Oklahoma Delegation to keep them apprised of issues impacting McAAP, Choctaw Defense and Southeast Oklahoma Defense and Homeland Security related industries and to coordinate actions that complement their objectives and priorities.
 - Work with the City/MDSA in developing responses to decisions under consideration by the Executive and Congressional Branches that impact on McAAP, Choctaw Defense, and Southeast Oklahoma Defense and Homeland Security related industries.
 - Assist the City/MDSA in their actions as an advocate to support decisions favorable to local defense sector facilities in the McAlester and Southeast Oklahoma region.



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018
Department: Community & Economic Development
Jayme Clifton, Director
George Estrada, Building Inspector
Prepared By: Inspector
Date Prepared: June 19, 2018
Item Number: 10
Account Code:
Budgeted Amount:
Exhibits: 5

Subject

Conduct a Public Hearing on structures deemed by City Staff to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood and consider, and act upon, a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

Recommendation

Upon the conclusion of the Public Hearing, motion to approve a resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.

Discussion

It is staff's opinion that due to age, extended lack of maintenance, and other factors the 20 structures being presented for condemnation are dilapidated and detrimental to the health, safety, or welfare of the general public and the community or they create a fire hazard which is dangerous to other property.

Attachments:

1. Resolution declaring certain structures as dilapidated and detrimental to the health, safety, or welfare of the general public.
2. Exhibit "A" to Resolution- List of structures proposed for condemnation.
3. Dilapidated/Dangerous Structure Condemnation Notice & pictures on each of the properties.
4. Code Of Ordinances, Chapter 18 Buildings and Building Regulations, Article IX. Dangerous Buildings.
5. O.S. 11 §, 22-112 & 22-112.1 Dilapidated Buildings

Approved By

		Initial	Date
Department Head	J. Clifton		
City Manager	P. Stasiak	TE	6-21-18

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, DECLARING
CERTAIN STRUCTURES AS DILAPIDATED AND DETRIMENTAL TO THE
HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.**

WHEREAS, the City of McAlester desires to remove buildings in the community that are dangerous by reason of being dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or the property creates a fire hazard which is dangerous to other property; and

WHEREAS, the procedures as outlined in Article IX Dangerous Buildings, Section 18-531 of the McAlester Code of Ordinances and Oklahoma Statute 11 §, 22-112 Condemnation of Dilapidated Buildings- Notice - Removal - Lien has been complied with.

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

SECTION 1: Those structures listed in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein are hereby determined to be dilapidated and dangerous buildings that constitute a detriment or hazard and that the general welfare of the community will be served by their demolition, clearance of the site, and leveling of the lot.

SECTION 2: The property owner is given thirty (30) days from this date to dismantle the structure(s), clear the site, and level the lot. The property owner is hereby granted fifteen (15) days from this date to remove all personal property from the identified structure(s) and/or obtain a Special Remodeling Permit.

SECTION 3: The City Manager and/or agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within the dates herein.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 26th day of June 2018.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.

WHEREAS, the City of McAlester desires to remove buildings in the community that are dangerous by reason of being dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or the property creates a fire hazard which is dangerous to other property; and

WHEREAS, the procedures as outlined in Article IX Dangerous Buildings, Section 18-531 of the McAlester Code of Ordinances and Oklahoma Statute 11 §, 22-112 Condemnation of Dilapidated Buildings- Notice - Removal - Lien has been complied with.

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

SECTION 1: Those structures listed in Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein are hereby determined to be dilapidated and dangerous buildings that constitute a detriment or hazard and that the general welfare of the community will be served by their demolition, clearance of the site, and leveling of the lot.

SECTION 2: The property owner is given thirty (30) days from this date to dismantle the structure(s), clear the site, and level the lot. The property owner is hereby granted fifteen (15) days from this date to remove all personal property from the identified structure(s) and/or obtain a Special Remodeling Permit.

SECTION 3: The City Manager and/or agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within the dates herein.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 26th day of June 2018.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Exhibit A

	Property Owner with Mailing Address	Property Address	Legal Description	Mortgage Holder	Reason for Condemnation	Date of Notification
1	Jackie L. Nabors & Jon C. Brockett	530 E Rock Ave	Lot 3	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	28 W Rock Ave		Block 81		Unsecured & Vacant	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74501		North McAlester			Legal Publication: 06/16/2018
2	Roy & Deborah Thomas	2807 N Pine St	N 60' of S 80' Lot 2	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	PO Box 99		Block 91		Unsecured & Vacant	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74502		North McAlester			Legal Publication: 06/16/2018
3	Phil L. McMurtrey	609 E Short Ave	Lot 5	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	2740 N 7th St		Block 105		Unsecured & Vacant	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74501		North McAlester			Legal Publication: 06/16/2018
4	Lawrence Edward Lewis Sr	707 W Harrison Ave	1/2 Und Int Lot 21	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	5301 E 36th Ave		Block 136		Unsecured & Vacant	Mailed Cert Ret Rece: 06/14/2018
	Denver CO 80207		South McAlester			Legal Publication: 06/16/2018
	Jonathan Lewis Grissom					
	221 Baltimore Ave					
	Southbridge, GA 32081					
	(1/2 Undivided Interest)					
	Bobby R Lewis					
	1003 Pogue St					
	Perkins OK 74059					
	(1/2 Undivided Interest)					
5	Dusty Swing	342 W Harrison Ave	W 44' L1 & E 9' L2 & Vac Alley	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	PO Box 1576		Block 174		Unsecured & Vacant	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74502		South McAlester			Legal Publication: 06/16/2018
6	Wanda Jean Orr	818 W Jackson Ave	Lots 2 & 3	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	745 W Adams Ave		Block 181		Burned Structure, Unsecured & Vacant	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74501		South McAlester		Accumulation of Debris Dangerous	Legal Publication: 06/16/2018
7	Walt & Denise Timmons	531 W Adams Ave	S 55' Lot 4	The Bank N.A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	36 Blue Jay Circle		Block 231	PO Box 1067	Unsecured & Vacant	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74501		South McAlester	McAlester OK 74502		Legal Publication: 06/16/2018
8	Roger M Timmons	324 W Madison Ave	E/2 Lot 4	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	5 N Big Valley St		Block 234		Burned Structure	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74501		South McAlester		Unsecured & Vacant	Legal Publication: 06/16/2018
9	Cherrie Allen	308 W Adams Ave	E 50' Lot 2	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	2250 W Westside Rd		Block 304		Accumulation of Debris/Dangerous	Mailed Cert Ret Rece: 06/14/2018
	McAlester OK 74501		South McAlester		Unsecured & Vacant	Legal Publication: 06/16/2018
10	Melissa Smith & Minnie Belle Smith	527 W Cherokee Ave	W 40' Lot 5	N/A	Dilapidated/Dangerous Structure	Posted on Property: 06/14/2018
	PO Box 352		Block 388			Mailed Cert Ret Rece: 06/14/2018
	Krebs OK 74554		South McAlester			Legal Publication: 06/16/2018

Exhibit A

	Property Owner with Mailing Address	Property Address	Legal Description	Mortgage Holder	Reason for Condemnation	Date of Notification
11	Robert & Eula Nash % HB Equity LLC 3810 Medical Pkwy Suite 256 Austin TX 78755	411 W Delaware Ave	E 50' Lot 9 Block 434 South McAlester	N/A	Dilapidated/Dangerous Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
12	John & Sandra Sepe % Heath & Angela Broome 719 Broome Rd McAlester OK 74501	412 W Cherokee Ave	E/2 Lot 3 Block 434 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
13	Fannie T Whittaker % Chris Whittaker 14109 Glen Oaks Place Edmond OK 73013	513 W Delaware Ave	Lot 8 Block 435 South McAlester	N/A	Dilapidated/Dangerous Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
14	Agatha Giddings % Inez Giddings Factory 2021 E Fairbanks Tacoma WA 98404	201 S F St (Two Structures)	Lot 1 Block 437 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
15	Jim & Jonathan Mullins 37 W Apache Ave McAlester OK 74501	37 W Apache Ave	E 60' of W 110' Lot 7 & E 30' Lot 7 & W 20' Lot 8 Block 481A South McAlester	N/A	Dilapidated/Dangerous Structure Accumulation of Debris/Dangerous Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
16	Lowe Prop & Management, LLC PO Box 1591 McAlester OK 74502	9 W Apache Ave	E 90' Lot 9 Block 481A South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
17	David & Brenda Gore 9 W Park Ave McAlester OK 74501	505 S A St	S 40' Lot 2 Block 482 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
18	Jessie Thompson 8010 W Hwy 270 McAlester OK 74501 Jessie Thompson 2906 N Hickory McAlester OK 74501	730 S 2nd St	Part of Lot 9 Block 537 South McAlester	N/A	Dilapidated/Dangerous Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
19	Brian M Timmons 2 Sharp Rock Rd McAlester OK 74501	716 S 4th St	N 50' Lot 3 Block 539A South McAlester	N/A	Accumulation of Debris/Dangerous Inadequate Light, Air, or Sanitation Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018
20	Jason Valenzuela & Lucas Lowe 49 Sunny Slope Dr McAlester OK 74501	1017 E Osage Ave	Lot 11 Block 545 South McAlester	N/A	Dilapidated/Dangerous Structure Burned Structure Unsecured & Vacant	Posted on Property: 06/14/2018 Mailed Cert Ret Recd: 06/14/2018 Legal Publication: 06/16/2018

AFFP

Public notice. \$148.15

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

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

June 16, 2018

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

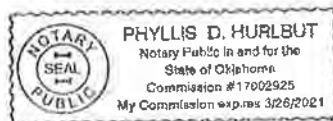
SIGNED:

Sales Representative

Subscribed to and sworn to me this 16th day of June 2018.

Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



03100051 00021961

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

McAlester News-Capital

(Published in the McAlester News-Capital June 16th, 2018.)

CITY OF MCALISTER PUBLIC NOTICE

NOTICE IS HEREBY GIVEN TO SAID PROPERTY OWNERS that an inspection of the properties listed below found them to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester:

Legal Description Owner(s)	Street Address	
L3 Blk 81 No McAlester Jakie L Nabors & Jon C Brockett	530 E Rock Ave	
N 60' of S 80' L2 Blk 91 No McAlester & Deborah Thomas	2807 N Pine St	Roy
L5 Blk 105 No McAlester L McMurtrey William Thomas Fry	609 E Short Ave	Phil
1/2 Und Int L21 Blk 136 So McAlester Jonathan Lewis Grissom Bobby R Lewis	707 W Harrison Ave	
W 44' L1 & E 9' L2 Blk 174 & Vac Alley Dusty Swing	342 W Harrison Ave	
So McAlester		
L2 & L3 Blk 181 So McAlester Wanda Jean Orr	818 W Jackson Ave	
S 55' L4 Blk 231 So McAlester Walt & Denise Timmons	531 W Adams Ave	
E/2 L4 Blk 234 So McAlester Roger M Timmons	324 W Madison Ave	
E 50' L2 Blk 304 So McAlester Cherrie Allen	308 W Adams Ave	
W 40' L5 Blk 388 So McAlester Melissa Smith & Minnie Belle Smith	527 W Cherokee Ave	
E 50' L9 Blk 434 So McAlester Robert & Eula Nash % HB Equity LLC	411 W Delaware Ave	
E/2 L3 Blk 434 So McAlester John & Sandra Sepe % Heath & Angela Broome	412 W Cherokee Ave	
L8 Blk 435 So McAlester Fannie T Whittaker % Chris Wittaker	513 W Delaware Ave	
L1 Blk 437 So McAlester Agatha Giddings % Inez Giddings Factory	201 S F St	
E 60' of W 110' L7 & E 30' L7 & W & Jonathan Mullins	37 W Apache Ave	Jim
20' L8 Blk 481A So McAlester E 90' L9 Blk 481A So McAlester	9 W Apache Ave	
Lowe Property & Management LLC S 40' L2 Blk 482 So McAlester	505 S A St	
David & Brenda Gore Part of L9 Blk 537 So McAlester	730 S 2nd St	
Jessie Thompson N 50' L3 Blk 539A So McAlester	716 S 4th St	
Brian M Timmons L11 Blk 545 So McAlester	1017 E Osage Ave	
Jason Valenzuela & Lucas Lowe		

These structures are deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-12.

On Tuesday, June 26, 2018 at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if these properties are dilapidated and have become detrimental to the health, safety, or welfare of the general public and the community, or if the properties create a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community Development Department prior to meeting time. Written comments in advance of the meeting should be received no later than Wednesday, June 20, 2018.

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Jakie L Nabors</u>	Date:	<u>June 13, 2018</u>
	<u>Jon C Brockett</u>		
	<u>28 W Rock Ave</u>	Subdivision:	<u>North McAlester</u>
	<u>McAlester, OK 74501</u>	Block:	<u>81</u>
		Lot:	<u>Lot 3</u>
To Mortgage Holder:		Location:	<u>530 E Rock Ave</u>

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

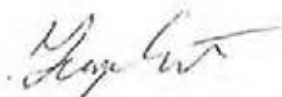
On Tuesday, June 26, 2018 at 6:00 p.m., the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than Wednesday, June 20, 2018.)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



530 E Rock Ave





To: City of McAlester
Community & Economic Dept.

Community & Economic
Development Department

JUN 20 2018

Received

From: Jakie L. Nahon
Re: Property: Block 81 Lot 3
530 East Rock Ave.
McAlester, OK.

Having rec'd your notice, as posted on the door, of said Property - in addition to the Certified Letter rec'd 6/18/18.
I informed my Choctaw Councilman Bob Tate and he has advised me that the Property would be demolished, cleared, and hauled away as soon as possible.
Therefore, I am requesting a 30 (thirty) day grace period, for this to be done.
If there are any further questions please contact myself at this number:
918-916-0449 or Councilman Bob Tate at 918-429-3737

Jakie L. Nahon
6-20-18

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Roy Thomas	Date:	June 13, 2018
	Deborah Thomas		
	PO Box 99	Subdivision:	North McAlester
	McAlester, OK 74502	Block:	91
		Lot:	N 60' of S 80' Lot 2
To Mortgage Holder:		Location:	2807 N Pine St

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX, Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.


On **Tuesday, June 26, 2018 at 6:00 p.m.**, the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than **Wednesday, June 20, 2018.**)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



2807 N. Pine St



Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	William Thomas Fry	Date:	June 13, 2018
	3500 N Main St		
	McAlester, OK 74501	Subdivision:	North McAlester
		Block:	105
		Lot:	Lot 5
To Mortgage Holder:		Location:	609 E Short Ave.

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

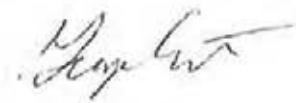
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Phil McMurtrey	Date:	June 13, 2018
	2740 N 7 th St		
	McAlester, OK 74501	Subdivision:	North McAlester
		Block:	105
		Lot:	Lot 5
To Mortgage Holder:		Location:	609 E Short Ave.

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Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



609 E. Short Ave





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner: Lawrence Edward Lewis Sr

5301 E 36th Ave

Denver, CO 80207

Date: June 13, 2018

Subdivision: South McAlester

Block: 136

Lot: ½ Und Int Lot 21

To Mortgage Holder:

Location: 707 W Harrison Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Bobby R Lewis</u>	Date:	<u>June 13, 2018</u>
	<u>1003 Pogue St</u>		
	<u>Perkins, OK 74059</u>	Subdivision:	<u>South McAlester</u>
		Block:	<u>136</u>
		Lot:	<u>½ Und Int Lot 21</u>
To Mortgage Holder:		Location:	<u>707 W Harrison Ave</u>

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Jonathan Lewis Grissom	Date:	June 13, 2018
	221 Baltimore Ave		
	Southbridge, GA 32081	Subdivision:	South McAlester
		Block:	136
		Lot:	½ Und Int Lot 21
To Mortgage Holder:		Location:	707 W Harrison Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

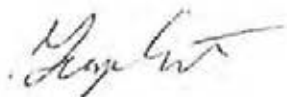
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



707 W. Harrison Ave





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Dusty Swing</u>	Date:	<u>June 13, 2018</u>
	<u>PO Box 1576</u>		
	<u>McAlester, OK 74502</u>	Subdivision:	<u>South McAlester</u>
		Block:	<u>174</u>
		Lot:	<u>W 44' L1 & E 9' L2 & Vac Alley</u>
To Mortgage Holder:		Location:	<u>342 W Harrison Ave</u>

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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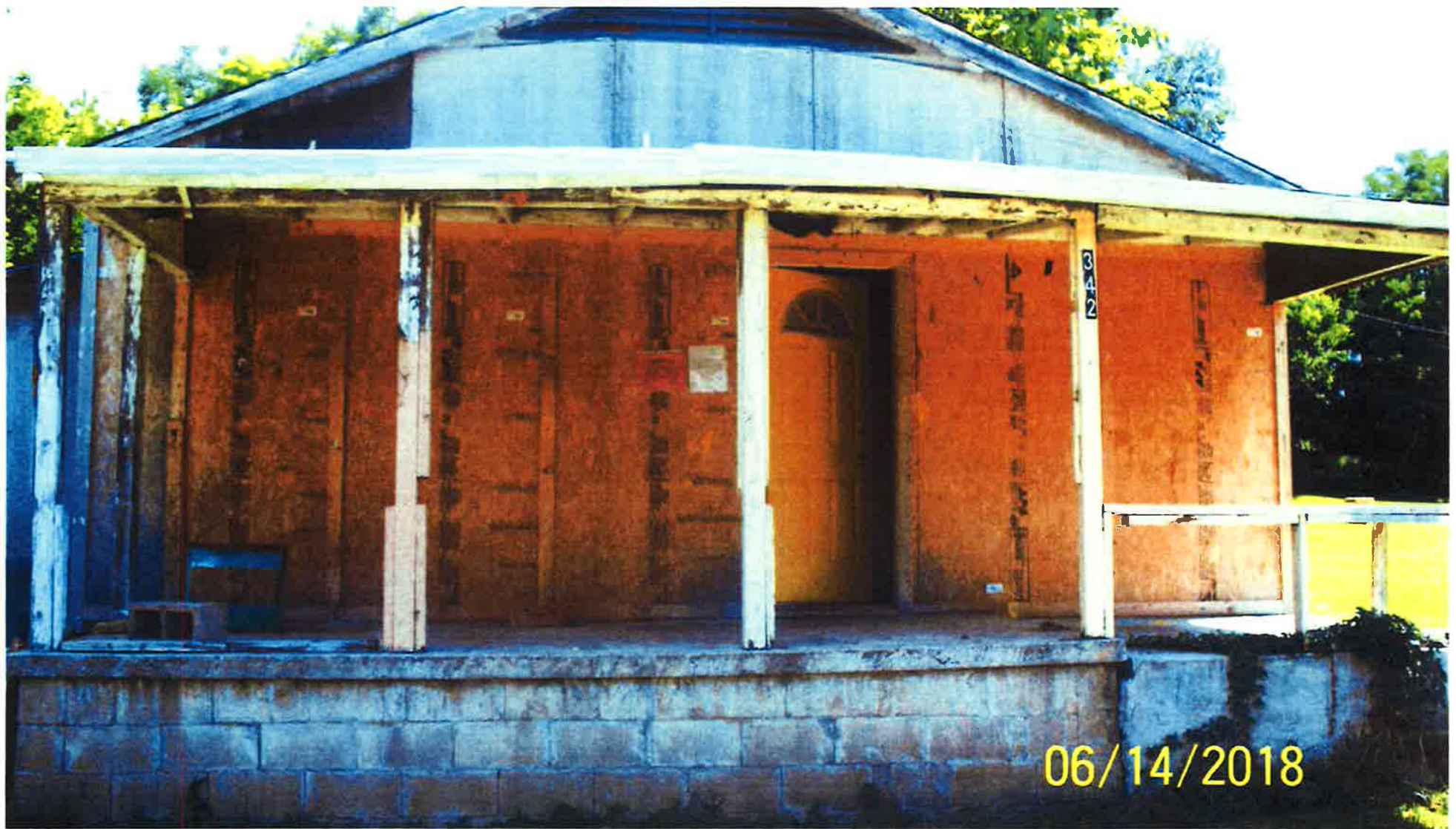
Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



342 W. Harrison Ave





June 20, 2018

Community and Economic Development Department,

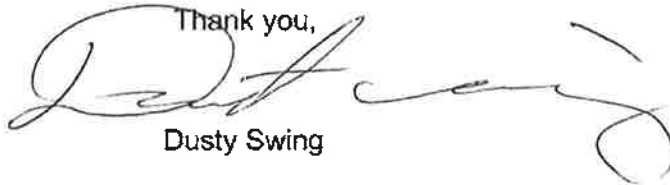
Community & Economic
Development Department

JUN 20 2018

Received

I, Dusty Swing, am the owner of 342 W Harrison,
Or should I say the victim of malicious vindictive abuse of my premises.
I will be more than glad to fix, repair or replace anything that is wrong with
my house. I do not understand why you did not give me any notice of said
property, I would really appreciate a 90 day reprieve from this order to
repair my rental property.

Thank you,

A handwritten signature in cursive script, appearing to read 'Dusty Swing', written in black ink.

Dusty Swing

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Wanda Jean Orr	Date:	June 13, 2018
	745 W Adams Ave		
	McAlester, OK 74501	Subdivision:	South McAlester
		Block:	181
		Lot:	Lots 2 & 3
To Mortgage Holder:		Location:	818 W Jackson Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

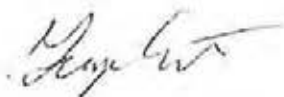
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Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



818 W. Jackson Ave





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Walt Timmons Denise Timmons 36 Blue Jay Circle McAlester, Ok 74501	Date:	June 13, 2018
		Subdivision:	South McAlester
		Block:	231
		Lot:	S 55' Lot 4
To Mortgage Holder:		Location:	531 W Adams Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

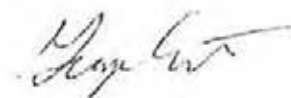
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	The Bank NA	Date:	June 13, 2018
	Walt & Denise Timmons		
	PO Box 1067	Subdivision:	South McAlester
	McAlester, Ok 74502	Block:	231
		Lot:	S 55' Lot 4
To Mortgage Holder:		Location:	531 W Adams Ave

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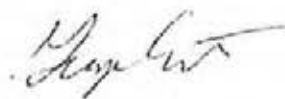
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



531 W. Adams Ave





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Roger M Timmons</u>	Date:	<u>June 13, 2018</u>
	<u>5 N Big Valley St</u>		
	<u>McAlester, OK 74501</u>	Subdivision:	<u>South McAlester</u>
		Block:	<u>234</u>
		Lot:	<u>E/2 Lot 4</u>
To Mortgage Holder:		Location:	<u>324 W Madison Ave</u>

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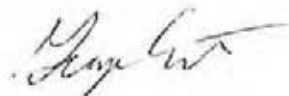
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Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



324 W. Madison Ave





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Cherrie Allen	Date:	June 13, 2018
	2250 W Westside Rd		
	McAlester, OK 74501	Subdivision:	South McAlester
		Block:	304
		Lot:	E 50' Lot 2
To Mortgage Holder:		Location:	308 W Adams Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



308 W. Adams





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Melissa Smith	Date:	June 13, 2018
	Minnie Belle Smith		
	PO Box 352	Subdivision:	South McAlester
	Krebs, Ok 74554	Block:	388
		Lot:	W 40' Lot 5
To Mortgage Holder:		Location:	527 W Cherokee Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

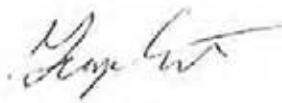
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



S27 W. Harrison Ave



Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Robert & Eula Nash	Date:	June 13, 2018
	% HB Equity LLC		
	3810 Medical Pkwy Suite 256	Subdivision:	South McAlester
	Austin, TX 78755	Block:	434
		Lot:	E 50' Lot 9
To Mortgage Holder:		Location:	411 W Delaware Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

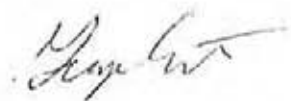
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



411 W. Delaware Ave



04/30/2018



Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	John & Sandra Sepe	Date:	June 13, 2018
	% Heath & Angela Broome		
	719 Broome Rd	Subdivision:	South McAlester
	McAlester, Ok 74501	Block:	434
		Lot:	E/2 Lot 3
To Mortgage Holder:		Location:	412 W Cherokee Ave

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



412 W. Cherokee





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Fannie T Whittaker</u>	Date:	<u>June 13, 2018</u>
	<u>% Chris Whittaker</u>		
	<u>14109 Glen Oaks Place</u>	Subdivision:	<u>South McAlester</u>
	<u>Edmond Ok 73013</u>	Block:	<u>435</u>
		Lot:	<u>Lot 8</u>
To Mortgage Holder:		Location:	<u>513 W Delaware Ave</u>

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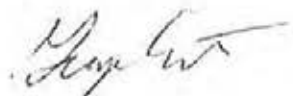
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



S13 W. Delaware



Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Agatha Giddings	Date:	June 13, 2018
	% Inez Giddings Factory		
	2021 E Fairbanks	Subdivision:	South McAlester
	Tacoma, WA 98404	Block:	437
		Lot:	Lot 1
To Mortgage Holder:		Location:	201 S F St

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



201 S. F St.





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Jim Mullins</u>	Date:	<u>June 13, 2018</u>
	<u>Jonathan Mullins</u>		
	<u>37 W Apache Ave</u>	Subdivision:	<u>South McAlester</u>
	<u>McAlester, Ok 74501</u>	Block:	<u>481A</u>
			<u>E 60' of W 110' Lot 7 & E</u>
		Lot:	<u>30' Lot 7 & W 20' Lot 8</u>
To Mortgage Holder:	<u></u>	Location:	<u>37 W Apache Ave</u>
	<u></u>		
	<u></u>		
	<u></u>		

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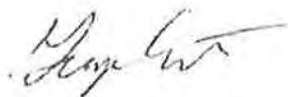
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



37 W. Apache





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Lowe Prop & Management, LLC</u>	Date:	<u>June 13, 2018</u>
	<u>PO Box 1591</u>		
	<u>McAlester, Ok 74502</u>	Subdivision:	<u>South McAlester</u>
		Block:	<u>481A</u>
		Lot:	<u>E 90' Lot 9</u>
To Mortgage Holder:		Location:	<u>9 W Apache Ave</u>

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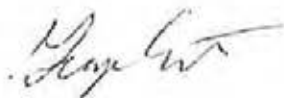
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



9 W. Apache Ave



05/23/2018



Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	David & Brenda Gore	Date:	June 13, 2018
	9 W Park Ave		
	McAlester, Ok 74501	Subdivision:	South McAlester
		Block:	482
		Lot:	S 40' Lot 2
To Mortgage Holder:		Location:	505 S A St

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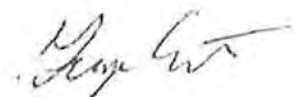
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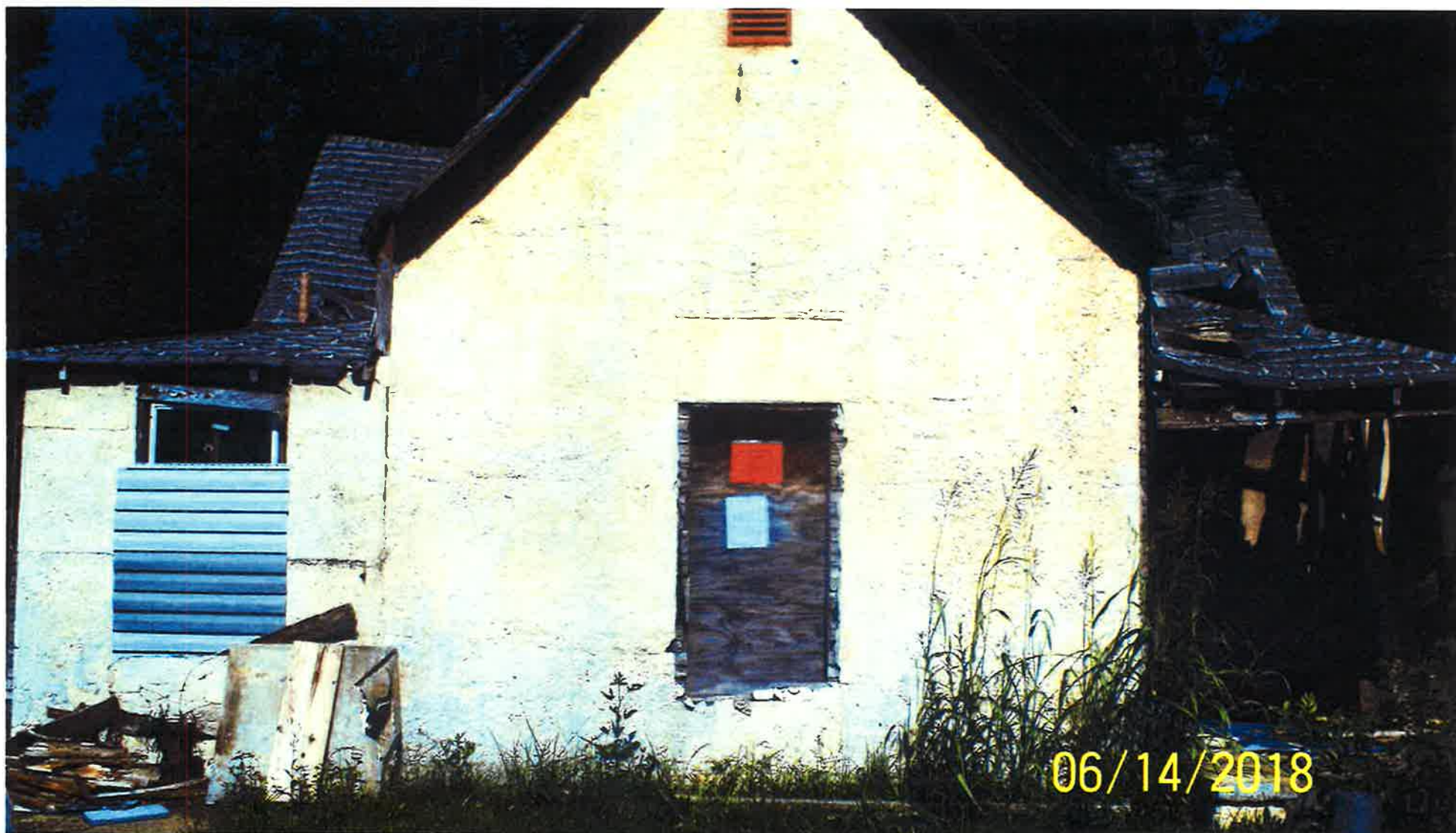
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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



SOS S. Ast





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Jessie Thompson</u>	Date:	<u>June 13, 2018</u>
	<u>2906 N Hickory</u>		
	<u>McAlester, Ok 74501</u>	Subdivision:	<u>South McAlester</u>
		Block:	<u>537</u>
		Lot:	<u>Part of Lot 9</u>
To Mortgage Holder:		Location:	<u>730 S 2nd St</u>

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

On **Tuesday, June 26, 2018 at 6:00 p.m.**, the McAlester City Council will hold a Public Hearing in the City Council Chambers, Municipal Building, located at 28 E. Washington for the purpose of determining if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property. You have the right to appear before the City Council at the above time and date to bring any mitigating circumstances to their attention. You may also submit a response in writing to the Community and Economic Development Department prior to meeting time (written comments in advance of the meeting should be received no later than **Wednesday, June 20, 2018.**)

Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form

Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	<u>Jessie Thompson</u>	Date:	<u>June 13, 2018</u>
	<u>8010 W Hwy 270</u>		
	<u>McAlester, Ok 74501</u>	Subdivision:	<u>South McAlester</u>
		Block:	<u>537</u>
		Lot:	<u>Part of Lot 9</u>
To Mortgage Holder:		Location:	<u>730 S 2nd St</u>

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

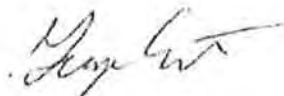
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Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



730 S. 2nd St





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner:	Brian M Timmons 2 Sharp Rock Rd McAlester, Ok 74501	Date:	June 13, 2018
		Subdivision:	South McAlester
		Block:	539A
		Lot:	N 50' Lot 3
To Mortgage Holder:		Location:	716 S 4 th St

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

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Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

Should you have any questions concerning this matter, please call (918) 423-9300 ext. 4985

Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



716 S. 4th St





Dilapidated/Dangerous Structure Condemnation Notice

To Property Owner: Jason Valenzuela & Lucas Lowe
49 Sunny Slope Dr
McAlester, Ok 74501

Date: June 13, 2018

Subdivision: South McAlester

Block: 545

Lot: 11

Location: 1017 E Osage Ave

To Mortgage Holder:

An inspection of the above referenced property found it to be in violation of Chapter 18 Article IX. Dangerous Structures of the Code of Ordinances of the City of McAlester. This structure is deemed to be dilapidated by reason of deterioration, age or obsolescence, inadequate provision of ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Basis for enforcement is found in Title 11, Oklahoma Statutes, Section 22-112.

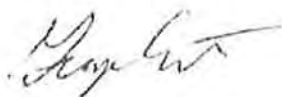
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Upon such finding and determination by the City Council that said structure constitutes a detriment or a hazard the governing body may cause the dilapidated building to be torn down, the site cleared and the lot leveled. The governing body shall fix reasonable dates for the commencement and completion of the work. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. The property owner shall be granted fifteen (15) days from the finding to remove all personal property from the aforementioned dilapidated structure.

If the work has to be completed by agents of the municipality, the City shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The City Clerk will forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. If the owner fails to pay, the costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law.

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Sincerely,



George Estrada
Building Inspector

Enclosure: Owner Release Form



1017 E. Osage Ave





05/21/2018

- (8) If a building moving permit application shows a location within 600 feet of a new subdivision or a location where it will decrease property value, all residential property owners within 600 feet of the new location shall be required to sign a release before a permit is issued.
- (9) If the building is to be moved to a location in the city and is determined to not be economically feasible for rehabilitation or to a standard condition meeting minimum city housing codes.

(b) Upon his refusal to issue a permit applied for under this division, the code administrator shall return to the applicant the unapproved application.
(Code 1974, § 7-164; Code 1993, § 18-353)

Sec. 18-511. Deposit of money, bonds, etc., received under division.

The code administrator shall deposit all fees, deposits, bonds and insurance policies received by him under this division with the city treasurer.
(Code 1974, § 7-165; Code 1993, § 18-354)

Secs. 18-512—18-530. Reserved.

ARTICLE IX. DANGEROUS BUILDINGS*

Sec. 18-531. Duties of code administrator.

The general duties to investigate and determine the present location and owner of those certain structures which are considered to be dilapidated or dangerous to the safety of inhabitants of the city is placed upon the code administrator of the city. Any determination that a building is classed as dilapidated or dangerous will be by any one or several reasons, regarding dilapidation, deterioration, age or obsolescence, inadequate provision of

ventilation, light, air or sanitation, neglect, need of repair, or accumulation of debris, where the same constitutes a danger to the safety of the neighborhood. Utility companies shall be notified by the code department of the impending condemnation and location of the structure. Basis and procedure for enforcement is provided in 11 O.S. § 22-112.

(Code 1974, §§ 7-178, 17-27; Code 1993, § 18-376)

Sec. 18-532. Designation of administrative officer; appeals.

The city council designates the code administrator as the administrative officer responsible for carrying out the duties of the city council regarding dilapidated or dangerous structure determinations and removals. The property owner or mortgage holder shall have a right of appeal to the city council from any order of the administrative officer. 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, § 17-29; Code 1993, § 18-377)

Sec. 18-533. Condemnation proceedings.

(a) If a house or structure has been posted by the building inspector and subsequently condemned by the city council as being dangerous, unsafe, unsanitary or unfit for occupancy (as provided for in this article) and if the structure could be safely remodeled, the owner of the property must obtain a special remodeling permit. The permit shall specify that the structure has been previously condemned, but demolition proceedings have been stayed for 90 days. Prior to the special remodeling permit being issued, the permit applicant must post a \$2,500.00 cash deposit with the city. The structure must then be repaired to meet all current building, electrical, plumbing, and mechanical codes that could apply to new construction, and work must be completed within the 90-day special permit period. Existing plumbing or wir-

*State law reference—Condemnation or repair of dangerous or dilapidated buildings, 11 O.S. §§ 22-112, 22-112.1.

ing systems may be left in place with modifications at the inspector's discretion. If the code inspectors determine that the structure does not meet all applicable building, electrical, plumbing, and mechanical codes at the end of the 90-day special permit period, because in the code inspector's opinion that due to the weather conditions, the extensiveness of the repairs or other mitigating circumstances, if requested by the owner, the building code inspector may grant up to an additional 90-day extension of the original special permit period. Provided, if such request of the owner for such extension is denied, such request for a 90-day extension by the code inspector upon written request with demonstrable, justifiable and mitigating causes shown can be made on appeal to the city council. A majority decision of all of the elected councilmembers shall be controlling. Additional extensions of the special permit period may be granted only by a majority decision of the city council.

(b) A final inspection shall be performed of the structure by the code inspector to determine if the structure meets all building codes for new construction. If it does, the \$2,500.00 deposit made by the owner shall be returned and the process of condemnation shall be withdrawn. If on the other hand, said final inspection determines said structure does not meet all such building codes, then the city shall retain the \$2,500.00 deposit made by the owner to be applied to the demolition and removal of the structure and the condemnation procedure shall continue without further action by the city council.

(c) The provisions of this section shall apply notwithstanding any conflicting provisions of any other section of this code.

(Code 1974, § 7-48; Code 1993, § 18-378; Ord. No. 2262, § 1, 8-14-2007; Ord. No. 2574, § 1, 9-13-2016)

Oklahoma Statutes Citationized
Title 11. Cities and Towns
Chapter 1 - Oklahoma Municipal Code
Article XXII - General Powers of Municipalities
O.S. 11 §, 22-112 & 22-112.1 Dilapidated Buildings

Section 22-112 - Condemnation of Dilapidated Buildings - Notice - Removal - Lien

Cite as: O.S. §, ___

A. A municipal governing body may cause dilapidated buildings within the municipal limits to be torn down and removed in accordance with the following procedures:

1. At least ten (10) days' notice that a building is to be torn down or removed shall be given to the owner of the property before the governing body holds a hearing. A copy of the notice shall be posted on the property to be affected. In addition, a copy of the notice shall be sent by mail to the property owner at the address shown by the current year's tax rolls in the office of the county treasurer. Written notice shall also be mailed to any mortgage holder as shown by the records in the office of the county clerk to the last-known address of the mortgagee. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property, or by publication as defined in Section 1-102 of this title. The notice may be published once not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section;
2. A hearing shall be held by the governing body to determine if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property;
3. Pursuant to a finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, the governing body may cause the dilapidated building to be torn down and removed. The governing body shall fix reasonable dates for the commencement and completion of the work. The municipal clerk shall immediately file a notice of dilapidation and lien with the county clerk describing the property, the findings of the municipality at the hearing, and stating that the municipality claims a lien on the property for the destruction and removal costs and that such costs are the personal obligation of the property owner from and after the date of filing of the notice. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body. Any action to challenge the order of the municipal governing body shall be filed within thirty (30) business days from the date of the order;
4. The governing body shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The municipal clerk shall forward a statement of the actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs, by mail to the property owner. In addition, a copy of the statement shall be mailed to any

mortgage holder at the address provided for in paragraph 1 of this subsection. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. If a municipality dismantles or removes any dilapidated buildings, the cost to the property owner shall not exceed the actual cost of the labor, maintenance, and equipment required for the dismantling and removal of the dilapidated buildings. If dismantling and removal of the dilapidated buildings is done on a private contract basis, the contract shall be awarded to the lowest and best bidder; and

5. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual cost of the dismantling and removal of the buildings is not made within six (6) months from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the cost to the county treasurer of the county in which the property is located. Once certified to the county treasurer, payment may only be made to the county treasurer except as otherwise provided for in this section. The costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until finally paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date of the notice of dilapidation and lien is filed with the county clerk. In addition the cost and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. The lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the cost is fully paid. At the time of collection, the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property. The fee shall be deposited to the credit of the general fund of the county. If the county treasurer and the municipality agree that the county treasurer is unable to collect the assessment, the municipality may pursue a civil remedy for collection of the amount owing and interest thereon including an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest, if severed from the surface interest and not owned by the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien.

B. The municipality may designate, by ordinance, an administrative officer or administrative body to carry out the duties of the governing body specified in this section. The property owner shall have the right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered.

C. For the purposes of this section:

1. "Dilapidated building" means:

a. a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public,

b. a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public,

c. a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by Section 22-112.1 of this title, more than three times within any twelve-month period,

d. a structure which has been boarded and secured, as defined by Section 22-112.1 of this title, for more than eighteen (18) consecutive months, or

e. a structure declared by the municipal governing body to constitute a public nuisance; and

2. "Owner" means the owner of record as shown by the most current tax rolls of the county treasurer.

D. Nothing in the provisions of this section shall prevent the municipality from abating a dilapidated building as a nuisance or otherwise exercising its police power to protect the health, safety, or welfare of the general public.

E. The officers, employees or agents of the municipality shall not be liable for any damages or loss of property due to the removal of dilapidated buildings performed pursuant to the provisions of this section or as otherwise prescribed by law.

F. The provisions of this section shall not apply to any property zoned and used for agricultural purposes.

Historical Data

Amended by Laws 1984, HB 1669, c. 126, § 42, eff. November 1, 1984; Amended by Laws 1988, HB 1770, c. 152, § 1, eff. November 1, 1988; Amended by Laws 1989, HB 1107, c. 5, § 2, emerg. eff. March 22, 1989; Amended by Laws 1990, HB 1801, c. 253, § 2, emerg. eff. May 22, 1990; Amended by Laws 1997, HB 1566, c. 83, § 1, eff. November 1, 1997 ([superseded document available](#)); Amended by Laws 1999, HB 1492, c. 343, § 2, eff. November 1, 1999 ([superseded document available](#)); Amended by Laws 2000, SB 858, c. 82, § 2, eff. November 1, 2000 ([superseded document available](#)); Amended by Laws 2004, HB 2639, c. 314, § 1, eff. November 1, 2004 ([superseded document available](#)); Amended by Laws 2011, HB 1669, c. 52, § 1, eff. November 1, 2011 ([superseded document available](#)).

Citationizer[®] Summary of Documents Citing This Document

Cite Name	Level
Oklahoma Court of Civil Appeals Cases	
Cite	Name Level
2010 OK CIV APP 87 , 239 P.3d 986 ,	MANUFACTURERS GUILD, INC. v. CITY OF ENID Cited

Citationizer: Table of Authority

Section 22-112.1 - Tearing and Removal of Dilapidated Buildings - Cleaning, Boarding and Securing of Unsecured Building

Cite as: O.S. §, ___ __

A. After a building has been declared dilapidated, as provided in Section [22-112](#) of this title, and before the commencement of the tearing and removal of a dilapidated building, the governing body of any municipality may authorize that such a building be boarded and secured. However, if the dilapidated

building is vacant and unfit for human occupancy, the governing body of any municipality may authorize the structure to be demolished pursuant to Section 22-112 of this title.

B. A governing body of any municipality may cause the premises on which an unsecured building is located to be cleaned of trash and weeds in accordance with the provisions of Section 22-111 of this title.

C. A governing body of any municipality may cause an unsecured building to be boarded and secured in accordance with the following procedures:

1. Before the governing body orders such action, at least ten (10) days' notice that such unsecured building is to be boarded and secured shall be given by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. A copy of the notice shall also be posted on the property to be affected. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property or by publication as defined in Section 1-102 of this title. Such notice shall be published one time, not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section. If a municipal governing body anticipates summary abatement of a nuisance in accordance with the provisions of paragraph 9 of this subsection, the notice shall state: that any subsequent need for boarding and securing the building within a six-month period after the initial boarding and securing of the building pursuant to such notice may be summarily boarded and secured by the municipal governing body; that the costs of such boarding and securing shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner or mortgage holder;

2. The owner of the property may give written consent to the municipality authorizing the boarding and securing of such unsecured building and to the payment of any costs incurred thereby. By giving written consent, the owner waives any right the owner has to a hearing by the municipal governing body;

3. If the property owner does not give written consent to such actions, a hearing may be held by the municipal governing body to determine whether the boarding and securing of such unsecured building would promote and benefit the public health, safety or welfare. Such hearing may be held in conjunction with a hearing on the accumulation of trash or the growth of weeds or grass on the premises of such unsecured building held pursuant to the provisions of paragraph 3 of subsection A of Section 22-111 of this title. In making such determination, the governing body shall apply the following standard: the governing body may order the boarding and securing of the unsecured building when the boarding and securing thereof would make such building less available for transient occupation, decrease a fire hazard created by such building, or decrease the hazard that such building would constitute an attractive nuisance to children.

Upon making the required determination, the municipal governing body may order the boarding and securing of the unsecured building;

4. After the governing body orders the boarding and securing of such unsecured building, the municipal clerk shall immediately file a notice of unsecured building and lien with the county clerk describing the property, stating the findings of the municipality at the hearing at which such building was determined to be unsecured, and stating that the municipality claims a lien on the property for the costs of boarding and securing such building and that such costs are the personal obligation of the property owner from and after the date of filing the notice;

5. Pursuant to the order of the governing body, the agents of the municipality are granted the right of entry on the property for the performance of the boarding and securing of such building and for the performance of all necessary duties as a governmental function of the municipality;

6. After an unsecured building has been boarded and secured, the governing body shall determine the actual costs of such actions and any other expenses that may be necessary in conjunction therewith including the cost of the notice and mailing. The municipal clerk shall forward a statement of the actual costs attributable to the boarding and securing of the unsecured building and a demand for payment of such costs, by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the addressee.

If a municipality boards and secures any unsecured building, the cost to the property owner shall not exceed the actual cost of the labor, materials and equipment required for the performance of such actions. If such actions are done on a private contract basis, the contract shall be awarded to the lowest and best bidder;

7. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual costs of the boarding and securing of the unsecured building is not made within thirty (30) days from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the costs to the county treasurer of the county in which the property is located. Once certified to the county treasurer, payment may only be made to the county treasurer except as otherwise provided for in this section. At the time of collection the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property and such fee shall be deposited to the general fund of the county. The costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until fully paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date the notice of unsecured building and lien is filed with the county clerk. In addition the costs and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. The lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the costs and interest are fully paid. If the county treasurer and the municipality agree that the county treasurer is unable to collect the assessment, the municipality may pursue a civil remedy for collection of the amount owing and interest thereon by an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest if severed from the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien;

8. The municipality may designate by ordinance an administrative officer or administrative body to carry out the duties of the governing body specified in subsection C of this section. The property owner or mortgage holder shall have a right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered;

9. If a municipal governing body causes a structure within the municipal limits to be boarded and secured, any subsequent need for boarding and securing within a six-month period constitutes a public nuisance and may be summarily boarded and secured without further prior notice to the property owner or mortgage holder. At the time of each such summary boarding and securing, the municipality shall notify the property owner and mortgage holder of the boarding and securing and the costs thereof. The notice

shall state that the property owner may request an appeal with the municipal clerk within ten (10) days after the mailing of the notice. The notice and hearing shall be as provided for in paragraph 1 of this subsection. Unless otherwise determined at the hearing the cost of such boarding and securing shall be determined and collected as provided for in paragraphs 6 and 7 of this subsection;

10. A governing body of any municipality may determine that a building is unsecured and order that such building be boarded and secured in the manner provided for in this subsection even though such building has not been declared, by the governing body, to be dilapidated; and

11. For the purposes of this subsection:

a. "boarding and securing" or "boarded and secured" means the closing, boarding or locking of any or all exterior openings so as to prevent entry into the structure,

b. "unsecured building" shall mean any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken basement or cellar hatchways, unlocked basement or cellar hatchways or other similar unsecured openings which would facilitate an unauthorized entry into the structure, and

c. "unfit for human occupancy" means a structure that due to lack of necessary repairs is considered uninhabitable and is a hazard to the health, safety, and welfare of the general public.

D. The provisions of this section shall not apply to any property zoned and used for agricultural purposes.

Historical Data

Added by Laws 1984, IIB 1669, c. 126, § 43, eff. November 1, 1984; Amended by Laws 1986, SB 214, c. 257, § 1, eff. November 1, 1986; Amended by Laws 1988, IIB 1770, c. 152, § 2, eff. November 1, 1988; Amended by Laws 1990, IIB 1801, c. 253, § 3, emerg. eff. May 22, 1990; Amended by Laws 1997, HB 1566, c. 83, § 2, eff. November 1, 1997 ([superseded document available](#)); Amended by Laws 2000, HB 858, c. 82, § 3, eff. November 1, 2000 ([superseded document available](#)).

Citationizer® Summary of Documents Citing This Document

Cite Name	Level
Oklahoma Session Laws - 2000	
Cite	Name
2000 O.S.L. 82, 2000 O.S.L. 82,	[SB 858] - An Act relating to cities and towns; amending 11 O.S. 1991, Sections 22-111, (11 O.S. Supp. 1999, Sections 22-111, 22-112 and 22-112.1), which relate to cleaning and mowing of property and dilapidated buildings and delinquent installments, etc.
	Level
	Discussed
Title 11. Cities and Towns	
Cite	Name
11 O.S. 22-112,	Condemnation of Dilapidated Buildings - Notice -
	Level
	Discussed

Cite Name	Level
	<u>Removal - Lien</u>

Citationizer: Table of Authority

Cite Name	Level
-----------	-------

Title 11. Cities and Towns

Cite	Name	Level
<u>11 O.S. 1-102,</u>	<u>Definitions</u>	Cited
<u>11 O.S. 22-111,</u>	<u>Cleaning and Mowing of Property - Hearing - Costs - Lien</u>	Discussed
<u>11 O.S. 22-112,</u>	<u>Condemnation of Dilapidated Buildings - Notice - Removal - Lien</u>	Discussed at Length



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 11
Department: Robert Vaughan,
Infrastructure Solutions
Prepared By: Group Account Code: _____
Date Prepared: June 18, 2018 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorizing the Mayor to sign Change Order # 1 from Built Right Construction, LLC in the amount of \$2,660.32 and an additional 3 days. The additional work is to add 4 linear feet of Concrete Canal Wall and Footing for the Canal Wall Repair, Kiowa Avenue and 8th Street Project.

Recommendation

Motion to authorize the Mayor to sign Change Order #1 from Built Right Construction, LLC in the amount of \$2,660.32 and an additional 3 days. The additional work is to add 4 linear feet of Concrete Canal Wall and Footing for the Canal Wall Repair, Kiowa Avenue and 8th Street Project.

Discussion

During Removal of the failed wall, a four foot section of adjacent rock wall started to fall due to unstable soil conditions.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	D. Horinek	6/18/18
City Manager	P. Stasiak <u>TE</u>	<u>6-21-18</u>



June 11, 2018

David Horinek, Public Works Director
City of McAlester
P.O. Box 578
McAlester, OK 74502

Re: Change Order No. One (1)
Canal Wall Repair, Kiowa Ave. and 8th Street

Dear Mr. Horinek:

Enclosed for your review and execution are four (4) copies of Change Order No. One (1) for the referenced project.

The additional work in this change order is to add 4 LF of Concrete Canal Wall and Footing Replacement at \$665.08 per LF for a total addition of \$2,660.32. During removal of the failed wall, a four foot section of adjacent rock wall started to fall due to the unstable soil conditions and had to be replaced as well. We recommend this Change Order be approved.

Please place this item on the agenda for approval at your next meeting and upon approval please have the Mayor sign all four (4) copies. Please return two (2) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for distribution. Retain two (2) copies for your records, (Engineering Office and City Clerk Office).

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

Sincerely,
Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.
Branch Manager

RV
Enclosures

Project No. MC-17-14

CHANGE ORDER No. One (1)

Date of Issuance: 6/11/2018

Effective Date: 6/26/2018

Project: Canal Wall Repair, Kiowa Ave. and 8th Street	Owner: City of McAlester	Owners Contract No.: MC-17-14
Contract: Canal Wall Repair, Kiowa Ave. and 8th Street		Date of Contract: June 4, 2018
Contractor: Built Right Construction, LLC		

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

Description:

New Item: Add 4 LF of Concrete Canal Wall and Footing Replacement at \$665.08 per LF for a total addition of \$2,660.32.

Attachments: (documents supporting change):

None.

Change in Contract Price:	Change in Contract Times:
Original Contract Price:	Original Contract Time: Calendar Days
\$ 39,905.00	Substantial Completion: 45 days July 30, 2018
Increase from previously approved Change Orders No. ____ to No. ____.	Increase from previously approved Change Orders No. ____ to No. ____.
\$ -	Substantial Completion: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 39,905.00	Substantial Completion: 45 days July 30, 2018
Increase of this Change Order:	Increase of this Change Order:
\$ 2,660.32	Substantial Completion: 3 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 42,565.32	Substantial Completion: 48 days August 2, 2018

Recommended:

Accepted:

Accepted:

by: _____
ISG, LLC Project Manager

by: _____
Owner (Authorized Signature) / Title

by: Richard Lee V.P.
Contractor (Authorized Signature) / Title

Date: _____

Date: _____

Date: 6.13.2018





McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 12
Department: Robert Vaughan,
Infrastructure Solutions
Prepared By: Group Account Code: _____
Date Prepared: June 18, 2018 Budgeted Amount: _____
Exhibits: 5

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 1 - Final and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Repair, 703 S. 12th Street and accept the project as completed.

Recommendation

Motion to authorize the Mayor to sign the Contractor's Final pay Estimate No. 1 - Final in the amount of \$21,275.00 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Repair, 703 S. 12th Street and accept the project as completed.

Discussion

The Contractor has addressed all deficiencies listed in the Final Inspection. The warranty period of two years shall be in effect beginning on the effective date of completion (June 6, 2018).

Approved By

	Initial	Date
Department Head	D. Horinek	6/18/18
City Manager	P. Stasiak <i>TE</i>	<i>6-21-18</i>



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 13
Department: Robert Vaughan,
Infrastructure Solutions
Prepared By: Group Account Code: _____
Date Prepared: June 18, 2018 Budgeted Amount: _____
Exhibits: 5

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay Estimate No. 1 - Final and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Repair, 703 S. 12th Street and accept the project as completed.

Recommendation

Motion to authorize the Mayor to sign the Contractor's Final pay Estimate No. 1 - Final in the amount of \$21,275.00 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Repair, 703 S. 12th Street and accept the project as completed.

Discussion

The Contractor has addressed all deficiencies listed in the Final Inspection. The warranty period of two years shall be in effect beginning on the effective date of completion (June 6, 2018).

Approved By

Initial

Date

Department Head

D.
Horinek

6/18/18

City Manager

P. Stasiak



June 15, 2018

City of McAlester
Attn: David Horinek
28 E. Washington
McAlester, OK 74502

Re: Canal Wall Repair, 703 S. 12th Street
Contractor's Pay Estimate No. One (1) - Final

Dear Mr. Horinek:

Enclosed for your review and execution are four (4) copies of the Contractor's Pay Estimate No. One (1) – Final, which covers the final contract time period through May 23, 2018. During this time period, all work was completed on the project and a Final Inspection was performed on June 6, 2018. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report dated June 11, 2018.

Also enclosed for your records please find the following close-out documents:

1. Contractor's Certification and Guarantee
2. Certificate of Substantial Completion

We recommend payment of this Pay Estimate No. One (1) in the amount of \$21,275.00. We also recommend final acceptance of the referenced project, and the warranty period of two years shall be in effect beginning on the effective date of completion (June 6, 2018). Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Please place this Pay Estimate on the agenda for approval at your next meeting and upon approval please sign all four (4) copies. Send two (2) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501, one copy to the Contractor with payment and retain the final copy for your records.

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Estimate, please do not hesitate to contact our office at (918) 420-5500

Sincerely,

Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.
Branch Manager

RV/ks
Enclosures

Contractor's Application For Payment No. 1 Final

Application Period: <u>5/24/18 - 6/23/18</u>		Application Date: <u>6/13/2018</u>	
To (Owner): <u>City of McAlester</u>	From (Contractor): <u>Built Right Construction, LLC</u>	Via (Engineer): Infrastructure Solutions Group, LLC	
Project: <u>Canal Wall Repair, 703 S. 12th Street</u>	Contract: _____	Original (Days): <u>30</u>	Revised (Days): _____
Owner's Contract No.: <u>MC-17-13</u>	Contractor's Project No.: <u>18-1032</u>	Engineer's Project No.: <u>MC-17-13</u>	

APPLICATION FOR PAYMENT

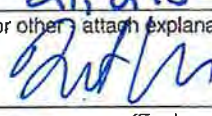
Change Order Summary

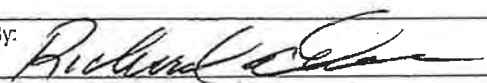
Approved Change Orders		
Number	Additions	Deductions
001	\$ 2,775.00	
TOTALS	\$ 2,775.00	
NET CHANGE BY CHANGE ORDERS	\$ 2,775.00	

1. ORIGINAL CONTRACT PRICE	\$	18,500.00
2. Net change by Change Orders	\$	2,775.00
3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$	21,275.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	
5. RETAINAGE:		
a. _____ % x \$ _____ Work Completed	\$	
b. _____ % x \$ _____ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	
8. AMOUNT DUE THIS APPLICATION	\$	21,275.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	Ø

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$ <u>21,275.00</u>	(Line 8 or other - attach explanation of other amount)
is recommended by:		<u>6/13/18</u> (Date)
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____ (Owner)	_____ (Date)
Approved by:	_____ Funding Agency (if applicable)	_____ (Date)

By:  Date: 6/13-2018

Progress Estimate

Contractor's Application

For (contract): Canal Wall Repair, 703 S. 12th Street				Application Number: 1				
Application Period: 5/24/18 - 6/23/18				Application Date: 6/13/2018				
A		B	Work Completed		E	F		G
Item		Scheduled Value	C		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
1	Canal Wall Repair	\$18,500.00		\$18,500		\$18,500		Ø
2	CONCRETE CANAL FLOOR	\$2,775.00		\$2,775.00		\$2,775.00		Ø
Totals		\$21,275.00		\$21,275.00		\$21,275.00		Ø

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: June 13, 2018

Project: Canal Wall Repair 703 S. 12th Street

Owner: City of McAlester

Contractor: Built Right Construction, LLC

I, Richard Evans hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

We also certify that all bills have been paid and upon receipt of \$ 21,275.00, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of two (2) years from the effective date of completion, June 6, 2018.

By: 

Date: 6-13-2018

Subscribed and sworn to before me this 13 day of June, 2018.


Notary Public

My Commission Expires: 4/10/2021



Certificate of Substantial Completion

Project: Canal Wall Repair, 703 S. 12 th Street	Owner: City of McAlester	Owner's Contract No.: MC-17-13
Contract:		Date of Contract: May 14, 2018
Contractor: Built Right Construction, LLC		Engineer's Project No.: MC-17-13

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

6/6/2018

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

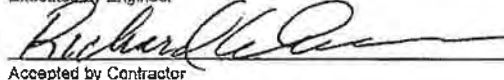
Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer



Accepted by Contractor

Date

6-13-18

Date

Accepted by Owner

Date



McAlester City Council

AGENDA REPORT

Meeting Date: June 26, 2018 Item Number: 13
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: June 19, 2018 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, a resolution amending the City's Fire, Police, and Non-Uniform pay scale to reflect a 3% increase for Fiscal Year 2018-2019.

Recommendation

Staff recommends motion to approve resolution amending the City's Fire, Police, and Non-Uniform Pay scale to increase 3% for Fiscal Year 2018-2019.

Discussion

The City of McAlester's Budget for Fiscal Year 2018-2019 contains funding available for this 3% for Fire, Police, and non-uniform employees. The resolution and the three pay scales are attached reflecting the 3% increase.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

TE

6-21-18

Resolution No. _____

**A RESOLUTION AMENDING THE OFFICAL PAY PLAN FOR THE
UNIFORM, AND NON-UNIFORM EMPLOYEES OF THE CITY OF
MCALESTER, OKLAHOMA**

.....

WHEREAS, the City Council of the City of McAlester, Oklahoma adopted the official pay scale for fire, police, and non-uniform employees of the City, and;

WHEREAS, amendments made to such pay scale must receive approval of the City Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF MCALESTER, OKLAHOMA;**

SECTION 1. That the fire pay scale, police pay scale, and non-uniform pay scale shall be amended to reflect 3% increase effective July 1, 2018. A copy of the three amended pay scales is attached, and made a part hereof by reference;

SECTION 2. To the extent of any conflict with this resolution, all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this _____ day of _____, 2018_____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

FIRE FIGHTERS/FIRE UNION

CONTRACT FY 2018-2019

BASE PAY SCHEDULE

1.03

3% COLA

Effective 7-1-2018

Incentives not part of base pay.

STEP	1	2	3	4	5	6	7	8	9	10	11	12	ANNUAL SALARY	
													STEP 1	STEP 10
F9 - RECRUIT													34,618	47,932
MONTHLY	2,885	2,972	3,061	3,153	3,248	3,345	3,445	3,538	3,655	3,764	3,878	3,994		
SEMI-MO	1,442.40	1,485.89	1,530.47	1,576.69	1,623.99	1,672.38	1,722.40	1,769.15	1,827.33	1,882.24	1,939.03	1,997.17		
HOURLY	11.855	12.213	12.579	12.959	13.348	13.746	14.157	14.541	15.019	15.470	15.937	16.415		
ANNUAL	34,618	35,661	36,731	37,841	38,976	40,137	41,337	42,460	43,856	45,174	46,537	47,932		
F11 - FIREFIGHTER I													36,705	50,798
MONTHLY	3,059	3,150	3,245	3,341	3,443	3,545	3,652	3,761	3,874	3,991	4,110	4,233		
SEMI-MO	1,529.39	1,575.06	1,622.36	1,670.75	1,721.31	1,772.41	1,826.24	1,880.61	1,937.15	1,995.33	2,054.82	2,116.60		
HOURLY	12.570	12.946	13.334	13.732	14.148	14.568	15.010	15.457	15.922	16.400	16.889	17.397		
ANNUAL	36,705	37,801	38,937	40,098	41,311	42,538	43,830	45,135	46,492	47,888	49,316	50,798		
F13 - FIREFIGHTER II													38,910	53,866
MONTHLY	3,243	3,339	3,439	3,542	3,649	3,758	3,871	3,987	4,107	4,231	4,358	4,489		
SEMI-MO	1,621.27	1,669.66	1,719.68	1,770.78	1,824.61	1,878.98	1,935.52	1,993.69	2,053.50	2,115.48	2,179.01	2,244.42		
HOURLY	13.326	13.723	14.134	14.554	14.997	15.444	15.908	16.387	16.878	17.388	17.910	18.447		
ANNUAL	38,910	40,072	41,272	42,499	43,791	45,095	46,452	47,849	49,284	50,772	52,296	53,866		
F15 - DRIVER/OPERATOR													41,246	57,102
MONTHLY	3,437	3,539	3,647	3,756	3,869	3,984	4,103	4,228	4,354	4,484	4,620	4,759		
SEMI-MO	1,718.59	1,769.70	1,823.52	1,877.89	1,934.43	1,992.06	2,051.39	2,113.85	2,176.92	2,242.16	2,309.84	2,379.26		
HOURLY	14.125	14.545	14.988	15.435	15.899	16.373	16.861	17.374	17.892	18.429	18.985	19.556		
ANNUAL	41,246	42,473	43,765	45,069	46,426	47,810	49,233	50,732	52,246	53,812	55,436	57,102		
F17 - LIEUTENANT													43,712	60,501
MONTHLY	3,643	3,753	3,865	3,981	4,099	4,222	4,351	4,480	4,615	4,753	4,895	5,042		
SEMI-MO	1,821.35	1,876.26	1,932.26	1,990.43	2,049.69	2,111.13	2,175.29	2,239.98	2,307.40	2,376.45	2,447.31	2,520.87		
HOURLY	14.970	15.421	15.882	16.360	16.847	17.352	17.879	18.411	18.965	19.532	20.115	20.720		
ANNUAL	43,712	45,030	46,374	47,770	49,193	50,667	52,207	53,760	55,378	57,035	58,735	60,501		
F19 - CAPTAIN													46,335	64,137
MONTHLY	3,861	3,978	4,096	4,219	4,347	4,476	4,610	4,750	4,892	5,038	5,189	5,345		
SEMI-MO	1,930.63	1,988.80	2,048.06	2,109.50	2,173.65	2,237.81	2,305.23	2,374.82	2,446.04	2,518.89	2,594.55	2,672.38		
HOURLY	15.868	16.346	16.833	17.338	17.866	18.393	18.947	19.519	20.104	20.703	21.325	21.965		
ANNUAL	46,335	47,731	49,154	50,628	52,168	53,707	55,325	56,996	58,705	60,453	62,269	64,137		

POLICE OFFICERS/POLICE UNION

CONTRACT FY 2018-2019

BASE PAY SCHEDULE

1.03

INCREASE 3%

Updated 6-18-2018

Incentives not part of base pay.

Effective date 7-1-2018

	1YR	1YR	1YR	2YR	2YR	2YR	2YR	2YR	2YR	2YR	2 YR	2 YR
STEP	1	2	3	4	5	6	7	8	9	10	11	12
P9 - RECRUIT												
BI-WEEKLY	1,409.65											
HOURLY	17.621											
ANNUAL	36,651											
P12 - PATROLMAN												
BI-WEEKLY	1,472.72	1,513.03	1,558.54	1,600.90	1,648.96	1,700.65	1,748.74	1,804.58	1,861.96	1,920.38	1,958.77	1,997.96
HOURLY	18.409	18.913	19.482	20.011	20.612	21.258	21.859	22.557	23.274	24.005	24.485	24.975
ANNUAL	38,291	39,339	40,522	41,623	42,873	44,217	45,467	46,919	48,411	49,930	50,928	51,947
P13 - MASTER PATROLMAN												
BI-WEEKLY	1,529.55	1,571.42	1,617.97	1,661.38	1,710.48	1,763.72	1,813.86	1,871.78	1,930.17	1,990.14	2,029.95	2,070.56
HOURLY	19.119	19.643	20.225	20.767	21.381	22.046	22.673	23.397	24.127	24.877	25.374	25.882
ANNUAL	39,768	40,857	42,067	43,196	44,472	45,857	47,160	48,666	50,184	51,744	52,779	53,835
P17 - SERGEANT												
BI-WEEKLY	1,606.09	1,653.64	1,706.34	1,754.43	1,810.26	1,870.19	1,926.57	1,991.19	2,057.35	2,126.10	2,168.64	2,212.01
HOURLY	20.076	20.671	21.329	21.930	22.628	23.377	24.082	24.890	25.717	26.576	27.108	27.650
ANNUAL	41,758	42,995	44,365	45,615	47,067	48,625	50,091	51,771	53,491	55,279	56,385	57,512
P19 - LIEUTENANT												
BI-WEEKLY	1,672.25	1,722.90	1,779.78	1,830.42	1,889.85	1,952.92	2,012.89	2,081.10	2,150.40	2,223.26	2,267.75	2,313.09
HOURLY	20.903	21.536	22.247	22.880	23.623	24.411	25.161	26.014	26.880	27.791	28.347	28.914
ANNUAL	43,479	44,795	46,274	47,591	49,136	50,776	52,335	54,109	55,910	57,805	58,962	60,140
P22 - CAPTAIN												
BI-WEEKLY	1,766.31	1,822.64	1,883.16	1,938.95	2,003.56	2,072.86	2,138.48	2,213.47	2,287.87	2,365.41	2,412.75	2,460.97
HOURLY	22.079	22.783	23.539	24.237	25.045	25.911	26.731	27.668	28.598	29.568	30.159	30.762
ANNUAL	45,924	47,389	48,962	50,413	52,093	53,894	55,601	57,550	59,485	61,501	62,732	63,985

CITY OF MCALESTER

NON-UNIFORM PAY PLAN

GRADE	JOB TITLE
110	ASSISTANT COOK
112	EVENT WORKER GROUNDSKEEPER/CANAL CLEANER HEAD COOK CUSTODIAN GROUNDSKEEPER RECEPTIONIST/ADMINISTRATIVE ASSISTANT VAN DRIVER
113	GARDNER I INMATE SUPERVISOR MAINTENANCE WORKER I RECYCLING SERVICE WORKER ASSISTANT LAB TECH LUBE MECHANIC
114	ANIMAL CONTROL OFFICER LANDFILL ASSISTANT CEMETERY WORKER METER READER STREET MAINTENANCE WORKER UTILITY MAINTENANCE WORKER CUSTOMER SERVICE CLERK I (Cashier) GROUNDSKEEPER/EQUIPMENT OPERATOR ROLLOFF DRIVER COORDINATOR TRAFFIC CONTROL TECH CREW CHIEF TRAFFIC CONTROL TECHNICIAN
115	ADMINISTRATIVE ASSISTANT ASSISTANT PLANT MECHANIC DEPUTY COURT CLERK EVIDENCE TECHNICIAN GARDNER II HEAD METER READER MAINTENANCE WORKER II DISPATCHER I (Probationary Period)

116	AUTO SERVICE WORKER CUSTOMER SERVICE CLERK II UTM WORKING FOREMAN/HEAVY EQUIPMENT OPERATOR HEAVY EQUIPMENT OPERATOR PLANT OPERATOR
117	AUTO MECHANIC DISPATCHER II RESIDUAL HANDLING HEAVY EQUIPMENT OPERATOR 911 COORDINATOR HR ASSISTANT CODE ENFORCEMENT OFFICER WORKING FOREMAN (Streets, Parks, Cemetery) LAB TECHNICIAN PLANT MECHANIC ENGINEERING TECHNICIAN
118	CUSTOMER SERVICE MANAGER LANDFILL SUPERVISOR MUNICIPAL COURT ADMINISTRATOR SOFTBALL COMPLEX MANAGER DIESEL MECHANIC UTILITY MAINTENANCE FOREMAN
119	AIRPORT MANAGER HR COORDINATOR & BENEFITS ADMINISTRATOR SAFETY COMPLIANCE OFFICER CHIEF PLANT OPERATOR EXECUTIVE ASSISTANT TO THE CITY MANAGER RECREATION SUPERVISOR CENTRAL PURCHASING AGENT EXECUTIVE ASSISTANT/PLANNING TECH. CONCRETE FINISHER NUTRITION SUPERVISOR
120	BUILDING INSPECTOR DISPATCHER III
121	PAYROLL OFFICER ENGINEERING INSPECTOR

122	FLEET MAINTENANCE SUPERINTENDENT E911 DISPATCH SUPERVISOR CEMETERY SEXTON PARKS SUPERINTENDENT
123	PUBLIC WORKS FOREMAN UTILITIES FOREMAN SENIOR ENGINEERING TECHNICIAN
124	PARALEGAL TOURISM MANAGER EXPO MANAGER ECONOMIC DEVELOPMENT MANAGER NETWORK & COMPUTER ADMINISTRATOR INFORMATION TECHNOLOGY ASSISTANT
125	GRANT WRITER UTILITIES SUPERINTENDENT ACCOUNTANT FACILITY MAINTENANCE SUPERINTENDENT EXPO/TOURISM DIRECTOR REVENUE OFFICER WASTE WATER SUPERINTENDENT E911 MANAGER
128	CITY CLERK PUBLIC WORKS SUPERVISOR
129	CHIEF ACCOUNTANT COMMUNITY DEVELOPMENT DIRECTOR
131	ASSISTANT FIRE CHIEF DEPUTY POLICE CHIEF
132	COMMUNITY SERVICES DIRECTOR PLANNING & COMMUNITY DEVELOPMENT DIRECTOR
133	FIRE CHIEF POLICE CHIEF ECONOMIC DEVELOPMENT DIRECTOR
134	COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
135	PUBLIC WORKS DIRECTOR CHIEF FINANCIAL OFFICER
140	ASSISTANT CITY MANAGER

NON-UNIFORM PAY PLAN FY 2018-19 (NEW RATE)

1.03 increase 3%

	1	2	3	4	5	6	7	8	9	10
107 Hourly	\$ 9.028	\$ 9.118	\$ 9.209	\$ 9.301	\$ 9.356	\$ 9.488	\$ 9.583	\$ 9.679	\$ 9.776	\$ 9.873
Bi-Weekly	\$ 722.21	\$ 729.43	\$ 736.72	\$ 744.09	\$ 748.46	\$ 759.04	\$ 766.64	\$ 774.30	\$ 782.04	\$ 789.87
Annual	\$ 18,777.33	\$ 18,965.11	\$ 19,154.76	\$ 19,346.30	\$ 19,459.94	\$ 19,735.16	\$ 19,932.52	\$ 20,131.84	\$ 20,333.16	\$ 20,536.49

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 9.972	\$ 10.072	\$ 10.172	\$ 10.274	\$ 10.377	\$ 10.481	\$ 10.586	\$ 10.691	\$ 10.798	\$ 10.906
Bi-Weekly	\$ 797.76	\$ 805.74	\$ 813.80	\$ 821.94	\$ 830.16	\$ 838.46	\$ 846.84	\$ 855.31	\$ 863.86	\$ 872.50
Annual	\$ 20,741.86	\$ 20,949.27	\$ 21,158.77	\$ 21,370.36	\$ 21,584.06	\$ 21,799.90	\$ 22,017.90	\$ 22,238.08	\$ 22,460.46	\$ 22,685.06

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 11.015	\$ 11.125	\$ 11.237	\$ 11.349	\$ 11.463	\$ 11.577	\$ 11.693	\$ 11.810	\$ 11.928	\$ 12.047
Bi-Weekly	\$ 881.23	\$ 890.04	\$ 898.94	\$ 907.93	\$ 917.01	\$ 926.18	\$ 935.44	\$ 944.80	\$ 954.24	\$ 963.79
Annual	\$ 22,911.91	\$ 23,141.03	\$ 23,372.44	\$ 23,606.17	\$ 23,842.23	\$ 24,080.65	\$ 24,321.46	\$ 24,564.67	\$ 24,810.32	\$ 25,058.42

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 12.168	\$ 12.289	\$ 12.412	\$ 12.536	\$ 12.662	\$ 12.788	\$ 12.916	\$ 13.046	\$ 13.176	\$ 13.308
Bi-Weekly	\$ 973.42	\$ 983.16	\$ 992.99	\$ 1,002.92	\$ 1,012.95	\$ 1,023.08	\$ 1,033.31	\$ 1,043.64	\$ 1,054.08	\$ 1,064.62
Annual	\$ 25,309.01	\$ 25,562.10	\$ 25,817.72	\$ 26,075.89	\$ 26,336.65	\$ 26,600.02	\$ 26,866.02	\$ 27,134.68	\$ 27,406.03	\$ 27,680.09

	41	42	43	44	45	46
Hourly	\$ 13.441	\$ 13.575	\$ 13.711	\$ 13.848	\$ 13.987	\$ 14.126
Bi-Weekly	\$ 1,075.26	\$ 1,086.02	\$ 1,096.88	\$ 1,107.85	\$ 1,118.93	\$ 1,130.11
Annual	\$ 27,956.89	\$ 28,236.46	\$ 28,518.82	\$ 28,804.01	\$ 29,092.05	\$ 29,382.97

		1	2	3	4	5	6	7	8	9	10
110	Hourly	\$ 9.803	\$ 9.901	\$ 9.999	\$ 10.100	\$ 10.201	\$ 10.303	\$ 10.406	\$ 10.509	\$ 10.615	\$ 10.721
	Bi-Weekly	\$ 784.21	\$ 792.04	\$ 799.96	\$ 807.96	\$ 816.05	\$ 824.23	\$ 832.49	\$ 840.76	\$ 849.19	\$ 857.72
	Annual	\$ 20,389.51	\$ 20,593.07	\$ 20,798.88	\$ 21,006.96	\$ 21,217.30	\$ 21,429.91	\$ 21,644.77	\$ 21,859.64	\$ 22,079.02	\$ 22,300.67
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 10.828	\$ 10.937	\$ 11.046	\$ 11.156	\$ 11.268	\$ 11.380	\$ 11.495	\$ 11.610	\$ 11.725	\$ 11.843
	Bi-Weekly	\$ 866.24	\$ 874.94	\$ 883.64	\$ 892.51	\$ 901.47	\$ 910.43	\$ 919.57	\$ 928.79	\$ 938.01	\$ 947.40
	Annual	\$ 22,522.32	\$ 22,748.50	\$ 22,974.67	\$ 23,205.37	\$ 23,438.33	\$ 23,671.28	\$ 23,908.77	\$ 24,148.51	\$ 24,388.25	\$ 24,632.52
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 11.961	\$ 12.081	\$ 12.201	\$ 12.323	\$ 12.447	\$ 12.571	\$ 12.697	\$ 12.824	\$ 12.952	\$ 13.082
	Bi-Weekly	\$ 956.89	\$ 966.46	\$ 976.11	\$ 985.85	\$ 995.77	\$ 1,005.69	\$ 1,015.78	\$ 1,025.96	\$ 1,036.13	\$ 1,046.57
	Annual	\$ 24,879.05	\$ 25,127.84	\$ 25,378.89	\$ 25,632.21	\$ 25,890.04	\$ 26,147.88	\$ 26,410.24	\$ 26,674.86	\$ 26,939.49	\$ 27,210.89
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 13.213	\$ 13.344	\$ 13.478	\$ 13.613	\$ 13.749	\$ 13.887	\$ 14.025	\$ 14.165	\$ 14.308	\$ 14.450
	Bi-Weekly	\$ 1,057.01	\$ 1,067.54	\$ 1,078.24	\$ 1,089.02	\$ 1,099.90	\$ 1,110.95	\$ 1,121.99	\$ 1,133.21	\$ 1,144.61	\$ 1,156.01
	Annual	\$ 27,482.30	\$ 27,755.97	\$ 28,034.16	\$ 28,314.62	\$ 28,597.34	\$ 28,884.58	\$ 29,171.82	\$ 29,463.58	\$ 29,759.87	\$ 30,056.15
		41	42	43	44	45	46				
	Hourly	\$ 14.595	\$ 14.741	\$ 14.888	\$ 15.037	\$ 15.187	\$ 15.339				
	Bi-Weekly	\$ 1,167.57	\$ 1,179.24	\$ 1,191.03	\$ 1,202.94	\$ 1,214.97	\$ 1,227.12				
	Annual	\$ 30,356.71	\$ 30,660.28	\$ 30,966.88	\$ 31,276.55	\$ 31,589.32	\$ 31,905.21				

		1	2	3	4	5	6	7	8	9	10
112	Hourly	\$ 11.516	\$ 11.632	\$ 11.720	\$ 11.935	\$ 11.984	\$ 12.104	\$ 12.225	\$ 12.347	\$ 12.471	\$ 12.595
	Bi-Weekly	\$ 921.31	\$ 930.52	\$ 937.57	\$ 954.80	\$ 958.72	\$ 968.31	\$ 977.99	\$ 987.77	\$ 997.65	\$ 1,007.62
	Annual	\$ 23,954.04	\$ 24,193.58	\$ 24,376.94	\$ 24,824.77	\$ 24,926.67	\$ 25,175.94	\$ 25,427.70	\$ 25,681.97	\$ 25,938.79	\$ 26,198.18
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 12.721	\$ 12.848	\$ 12.977	\$ 13.107	\$ 13.238	\$ 13.370	\$ 13.504	\$ 13.639	\$ 13.775	\$ 13.913
	Bi-Weekly	\$ 1,017.70	\$ 1,027.88	\$ 1,038.15	\$ 1,048.54	\$ 1,059.02	\$ 1,069.61	\$ 1,080.31	\$ 1,091.11	\$ 1,102.02	\$ 1,113.04
	Annual	\$ 26,460.16	\$ 26,724.76	\$ 26,992.01	\$ 27,261.93	\$ 27,534.55	\$ 27,809.90	\$ 28,088.00	\$ 28,368.88	\$ 28,652.56	\$ 28,939.09
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 14.052	\$ 14.193	\$ 14.335	\$ 14.478	\$ 14.623	\$ 14.786	\$ 14.917	\$ 15.066	\$ 15.216	\$ 15.369
	Bi-Weekly	\$ 1,124.17	\$ 1,135.41	\$ 1,146.77	\$ 1,158.24	\$ 1,169.82	\$ 1,182.89	\$ 1,193.33	\$ 1,205.26	\$ 1,217.32	\$ 1,229.49
	Annual	\$ 29,228.48	\$ 29,520.77	\$ 29,815.97	\$ 30,114.13	\$ 30,415.27	\$ 30,755.03	\$ 31,026.62	\$ 31,336.89	\$ 31,650.26	\$ 31,966.76
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 15.522	\$ 15.678	\$ 15.834	\$ 15.993	\$ 16.166	\$ 16.314	\$ 16.477	\$ 16.642	\$ 16.808	\$ 16.977
	Bi-Weekly	\$ 1,241.79	\$ 1,254.20	\$ 1,266.75	\$ 1,279.41	\$ 1,293.28	\$ 1,305.13	\$ 1,318.18	\$ 1,331.36	\$ 1,344.68	\$ 1,358.12
	Annual	\$ 32,286.43	\$ 32,609.29	\$ 32,935.38	\$ 33,264.74	\$ 33,625.16	\$ 33,933.36	\$ 34,272.69	\$ 34,615.42	\$ 34,961.57	\$ 35,311.19
		41	42	43	44	45	46				
	Hourly	\$ 17.146	\$ 17.318	\$ 17.491	\$ 17.666	\$ 17.843	\$ 18.021				
	Bi-Weekly	\$ 1,371.70	\$ 1,385.42	\$ 1,399.28	\$ 1,413.27	\$ 1,427.40	\$ 1,441.67				
	Annual	\$ 35,664.30	\$ 36,020.94	\$ 36,381.15	\$ 36,744.97	\$ 37,112.41	\$ 37,483.54				

113		1	2	3	4	5	6	7	8	9	10
	Hourly	\$ 12.093	\$ 12.214	\$ 12.308	\$ 12.460	\$ 12.534	\$ 12.710	\$ 12.837	\$ 12.966	\$ 13.095	\$ 13.225
	Bi-Weekly	\$ 967.47	\$ 977.14	\$ 984.64	\$ 996.78	\$ 1,002.73	\$ 1,016.82	\$ 1,026.98	\$ 1,037.25	\$ 1,047.63	\$ 1,057.97
	Annual	\$ 25,154.09	\$ 25,405.64	\$ 25,600.54	\$ 25,916.29	\$ 26,070.98	\$ 26,437.21	\$ 26,701.58	\$ 26,968.59	\$ 27,238.28	\$ 27,507.18
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 13.359	\$ 13.492	\$ 13.627	\$ 13.763	\$ 13.901	\$ 14.040	\$ 14.198	\$ 14.322	\$ 14.465	\$ 14.610
	Bi-Weekly	\$ 1,068.68	\$ 1,079.37	\$ 1,090.16	\$ 1,101.07	\$ 1,112.08	\$ 1,123.20	\$ 1,135.82	\$ 1,145.77	\$ 1,157.23	\$ 1,168.80
	Annual	\$ 27,785.77	\$ 28,063.63	\$ 28,344.26	\$ 28,627.71	\$ 28,913.98	\$ 29,203.12	\$ 29,531.43	\$ 29,790.11	\$ 30,088.01	\$ 30,388.89
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 14.756	\$ 14.904	\$ 15.053	\$ 15.203	\$ 15.355	\$ 15.532	\$ 15.664	\$ 15.821	\$ 15.979	\$ 16.139
	Bi-Weekly	\$ 1,180.49	\$ 1,192.30	\$ 1,204.22	\$ 1,216.26	\$ 1,228.42	\$ 1,242.56	\$ 1,253.12	\$ 1,265.65	\$ 1,278.30	\$ 1,291.09
	Annual	\$ 30,692.78	\$ 30,999.70	\$ 31,309.70	\$ 31,622.80	\$ 31,939.03	\$ 32,306.58	\$ 32,581.00	\$ 32,906.81	\$ 33,235.88	\$ 33,568.24
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 16.300	\$ 16.463	\$ 16.628	\$ 16.794	\$ 16.962	\$ 17.131	\$ 17.303	\$ 17.476	\$ 17.651	\$ 17.827
	Bi-Weekly	\$ 1,304.00	\$ 1,317.04	\$ 1,330.21	\$ 1,343.51	\$ 1,356.94	\$ 1,370.51	\$ 1,384.22	\$ 1,398.06	\$ 1,412.04	\$ 1,426.16
	Annual	\$ 33,903.92	\$ 34,242.96	\$ 34,585.39	\$ 34,931.24	\$ 35,280.55	\$ 35,633.36	\$ 35,989.69	\$ 36,349.59	\$ 36,713.09	\$ 37,080.22
		41	42	43	44	45	46				
	Hourly	\$ 18.005	\$ 18.185	\$ 18.367	\$ 18.551	\$ 18.736	\$ 18.924				
	Bi-Weekly	\$ 1,440.42	\$ 1,454.83	\$ 1,469.38	\$ 1,484.07	\$ 1,498.91	\$ 1,513.90				
	Annual	\$ 37,451.02	\$ 37,825.53	\$ 38,203.79	\$ 38,585.82	\$ 38,971.68	\$ 39,361.40				

		1	2	3	4	5	6	7	8	9	10
114	Hourly	\$ 12.693	\$ 12.820	\$ 12.948	\$ 13.077	\$ 13.157	\$ 13.340	\$ 13.474	\$ 13.632	\$ 13.745	\$ 13.882
	Bi-Weekly	\$ 1,015.43	\$ 1,025.59	\$ 1,035.84	\$ 1,046.20	\$ 1,052.58	\$ 1,067.23	\$ 1,077.90	\$ 1,090.59	\$ 1,099.57	\$ 1,110.56
	Annual	\$ 26,401.21	\$ 26,665.22	\$ 26,931.88	\$ 27,201.19	\$ 27,366.95	\$ 27,747.94	\$ 28,025.42	\$ 28,355.33	\$ 28,588.73	\$ 28,874.62
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 14.021	\$ 14.161	\$ 14.303	\$ 14.446	\$ 14.650	\$ 14.736	\$ 14.910	\$ 15.032	\$ 15.183	\$ 15.334
	Bi-Weekly	\$ 1,121.67	\$ 1,132.88	\$ 1,144.21	\$ 1,155.66	\$ 1,172.01	\$ 1,178.88	\$ 1,192.80	\$ 1,202.58	\$ 1,214.61	\$ 1,226.75
	Annual	\$ 29,163.36	\$ 29,455.00	\$ 29,749.55	\$ 30,047.04	\$ 30,472.31	\$ 30,650.99	\$ 31,012.86	\$ 31,267.07	\$ 31,579.74	\$ 31,895.54
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 15.488	\$ 15.643	\$ 15.799	\$ 15.957	\$ 16.117	\$ 16.302	\$ 16.441	\$ 16.605	\$ 16.771	\$ 16.939
	Bi-Weekly	\$ 1,239.02	\$ 1,251.41	\$ 1,263.92	\$ 1,276.56	\$ 1,289.33	\$ 1,304.15	\$ 1,315.24	\$ 1,328.40	\$ 1,341.68	\$ 1,355.10
	Annual	\$ 32,214.49	\$ 32,536.64	\$ 32,862.01	\$ 33,190.63	\$ 33,522.53	\$ 33,907.88	\$ 34,196.34	\$ 34,538.30	\$ 34,883.68	\$ 35,232.52
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 17.108	\$ 17.279	\$ 17.452	\$ 17.626	\$ 17.829	\$ 17.981	\$ 18.161	\$ 18.342	\$ 18.526	\$ 18.711
	Bi-Weekly	\$ 1,368.65	\$ 1,382.33	\$ 1,396.16	\$ 1,410.12	\$ 1,426.28	\$ 1,438.46	\$ 1,452.85	\$ 1,467.38	\$ 1,482.05	\$ 1,496.87
	Annual	\$ 35,584.84	\$ 35,940.69	\$ 36,300.10	\$ 36,663.10	\$ 37,083.35	\$ 37,400.03	\$ 37,774.03	\$ 38,151.77	\$ 38,533.29	\$ 38,918.62
		41	42	43	44	45	46				
	Hourly	\$ 18.898	\$ 19.087	\$ 19.278	\$ 19.471	\$ 19.665	\$ 19.862				
	Bi-Weekly	\$ 1,511.84	\$ 1,526.96	\$ 1,542.23	\$ 1,557.65	\$ 1,573.23	\$ 1,588.96				
	Annual	\$ 39,307.81	\$ 39,700.88	\$ 40,097.89	\$ 40,498.87	\$ 40,903.86	\$ 41,312.90				

		1	2	3	4	5	6	7	8	9	10
115	Hourly	13.326	13.460	13.576	13.730	13.813	14.006	14.146	14.322	14.431	14.582
	Bi-Weekly	\$ 1,066.11	\$ 1,076.77	\$ 1,086.07	\$ 1,098.42	\$ 1,105.03	\$ 1,120.49	\$ 1,131.70	\$ 1,145.74	\$ 1,154.45	\$ 1,166.53
	Annual	\$ 27,718.92	\$ 27,996.11	\$ 28,237.72	\$ 28,558.83	\$ 28,730.78	\$ 29,132.86	\$ 29,424.19	\$ 29,789.27	\$ 30,015.62	\$ 30,329.82
		11	12	13	14	15	16	17	18	19	20
	Hourly	14.721	14.843	15.102	15.167	15.318	15.472	15.626	15.783	15.940	16.222
	Bi-Weekly	\$ 1,177.65	\$ 1,187.41	\$ 1,208.20	\$ 1,213.34	\$ 1,225.47	\$ 1,237.72	\$ 1,250.10	\$ 1,262.60	\$ 1,275.23	\$ 1,297.80
	Annual	\$ 30,618.93	\$ 30,872.64	\$ 31,413.19	\$ 31,546.71	\$ 31,862.18	\$ 32,180.80	\$ 32,502.61	\$ 32,827.64	\$ 33,155.91	\$ 33,742.77
		21	22	23	24	25	26	27	28	29	30
	Hourly	16.261	16.423	16.588	16.753	16.921	17.116	17.261	17.433	17.608	17.738
	Bi-Weekly	\$ 1,300.86	\$ 1,313.87	\$ 1,327.01	\$ 1,340.28	\$ 1,353.68	\$ 1,369.30	\$ 1,380.89	\$ 1,394.62	\$ 1,408.64	\$ 1,419.06
	Annual	\$ 33,822.35	\$ 34,160.57	\$ 34,502.18	\$ 34,847.20	\$ 35,195.67	\$ 35,601.92	\$ 35,903.10	\$ 36,260.08	\$ 36,624.76	\$ 36,895.63
		31	32	33	34	35	36	37	38	39	40
	Hourly	17.962	18.142	18.383	18.506	18.722	18.878	19.067	19.258	19.450	19.645
	Bi-Weekly	\$ 1,436.96	\$ 1,451.33	\$ 1,470.65	\$ 1,480.50	\$ 1,497.79	\$ 1,510.26	\$ 1,525.36	\$ 1,540.61	\$ 1,556.02	\$ 1,571.58
	Annual	\$ 37,360.91	\$ 37,734.52	\$ 38,236.84	\$ 38,492.99	\$ 38,942.50	\$ 39,266.70	\$ 39,659.36	\$ 40,055.96	\$ 40,456.52	\$ 40,861.08
		41	42	43	44	45	46				
	Hourly	19.841	20.040	20.240	20.442	20.647	20.853				
	Bi-Weekly	\$ 1,587.30	\$ 1,603.17	\$ 1,619.20	\$ 1,635.39	\$ 1,651.75	\$ 1,668.26				
	Annual	\$ 41,269.69	\$ 41,682.39	\$ 42,099.21	\$ 42,520.21	\$ 42,945.41	\$ 43,374.86				

	1	2	3	4	5	6	7	8	9	10
116 Hourly	\$ 13.994	\$ 14.134	\$ 14.254	\$ 14.418	\$ 14.503	\$ 14.763	\$ 14.855	\$ 15.003	\$ 15.153	\$ 15.305
Bi-Weekly	\$ 1,119.51	\$ 1,130.70	\$ 1,140.35	\$ 1,153.43	\$ 1,160.27	\$ 1,181.06	\$ 1,188.38	\$ 1,200.26	\$ 1,212.27	\$ 1,224.39
Annual	\$ 29,107.22	\$ 29,398.29	\$ 29,649.04	\$ 29,989.20	\$ 30,166.98	\$ 30,707.53	\$ 30,897.90	\$ 31,206.88	\$ 31,518.95	\$ 31,834.13

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 15.458	\$ 15.613	\$ 15.769	\$ 15.926	\$ 16.086	\$ 16.143	\$ 16.409	\$ 16.573	\$ 16.739	\$ 16.906
Bi-Weekly	\$ 1,236.63	\$ 1,249.00	\$ 1,261.49	\$ 1,274.10	\$ 1,286.85	\$ 1,291.45	\$ 1,312.71	\$ 1,325.84	\$ 1,339.10	\$ 1,352.49
Annual	\$ 32,152.48	\$ 32,474.00	\$ 32,798.74	\$ 33,126.73	\$ 33,458.00	\$ 33,577.67	\$ 34,130.50	\$ 34,471.81	\$ 34,816.52	\$ 35,164.69

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 17.037	\$ 17.246	\$ 17.418	\$ 17.659	\$ 17.768	\$ 17.946	\$ 18.126	\$ 18.304	\$ 18.490	\$ 18.632
Bi-Weekly	\$ 1,362.95	\$ 1,379.67	\$ 1,393.47	\$ 1,412.71	\$ 1,421.48	\$ 1,435.69	\$ 1,450.05	\$ 1,464.30	\$ 1,479.20	\$ 1,490.57
Annual	\$ 35,436.81	\$ 35,871.50	\$ 36,230.22	\$ 36,730.52	\$ 36,958.44	\$ 37,328.03	\$ 37,701.31	\$ 38,071.73	\$ 38,459.10	\$ 38,754.77

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 18.862	\$ 19.050	\$ 19.241	\$ 19.311	\$ 19.627	\$ 19.824	\$ 20.022	\$ 20.222	\$ 20.424	\$ 20.629
Bi-Weekly	\$ 1,508.93	\$ 1,524.02	\$ 1,539.26	\$ 1,544.85	\$ 1,570.20	\$ 1,585.90	\$ 1,601.76	\$ 1,617.78	\$ 1,633.95	\$ 1,650.29
Annual	\$ 39,232.13	\$ 39,624.45	\$ 40,020.70	\$ 40,166.09	\$ 40,825.11	\$ 41,233.36	\$ 41,645.70	\$ 42,062.15	\$ 42,482.78	\$ 42,907.60

	41	42	43	44	45	46
Hourly	\$ 20.835	\$ 21.043	\$ 21.254	\$ 21.466	\$ 21.681	\$ 21.898
Bi-Weekly	\$ 1,666.80	\$ 1,683.46	\$ 1,700.30	\$ 1,717.30	\$ 1,734.47	\$ 1,751.82
Annual	\$ 43,336.68	\$ 43,770.05	\$ 44,207.75	\$ 44,649.83	\$ 45,096.32	\$ 45,547.29

		1	2	3	4	5	6	7	8	9	10
117	Hourly	\$ 14.695	\$ 14.842	\$ 14.991	\$ 15.141	\$ 15.226	\$ 15.445	\$ 15.599	\$ 15.755	\$ 15.913	\$ 16.076
	Bi-Weekly	\$ 1,175.62	\$ 1,187.38	\$ 1,199.25	\$ 1,211.24	\$ 1,218.12	\$ 1,235.59	\$ 1,247.94	\$ 1,260.42	\$ 1,273.03	\$ 1,286.06
	Annual	\$ 30,566.11	\$ 30,871.77	\$ 31,180.49	\$ 31,492.29	\$ 31,671.03	\$ 32,125.29	\$ 32,446.54	\$ 32,771.00	\$ 33,098.71	\$ 33,437.44
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 16.233	\$ 16.395	\$ 16.559	\$ 16.652	\$ 16.892	\$ 17.061	\$ 17.231	\$ 17.404	\$ 17.578	\$ 17.753
	Bi-Weekly	\$ 1,298.62	\$ 1,311.60	\$ 1,324.72	\$ 1,332.16	\$ 1,351.34	\$ 1,364.86	\$ 1,378.51	\$ 1,392.29	\$ 1,406.21	\$ 1,420.28
	Annual	\$ 33,764.00	\$ 34,101.64	\$ 34,442.66	\$ 34,636.16	\$ 35,134.95	\$ 35,486.30	\$ 35,841.17	\$ 36,199.58	\$ 36,561.57	\$ 36,927.19
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 17.885	\$ 18.110	\$ 18.291	\$ 18.474	\$ 18.659	\$ 18.846	\$ 19.034	\$ 19.224	\$ 19.417	\$ 19.611
	Bi-Weekly	\$ 1,430.81	\$ 1,448.82	\$ 1,463.31	\$ 1,477.95	\$ 1,492.72	\$ 1,507.65	\$ 1,522.73	\$ 1,537.96	\$ 1,553.34	\$ 1,568.87
	Annual	\$ 37,200.96	\$ 37,669.42	\$ 38,046.12	\$ 38,426.58	\$ 38,810.85	\$ 39,198.95	\$ 39,590.94	\$ 39,986.85	\$ 40,386.72	\$ 40,790.59
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 19.807	\$ 19.911	\$ 20.205	\$ 20.407	\$ 20.611	\$ 20.817	\$ 21.025	\$ 21.236	\$ 21.448	\$ 21.663
	Bi-Weekly	\$ 1,584.56	\$ 1,592.87	\$ 1,616.41	\$ 1,632.57	\$ 1,648.90	\$ 1,665.39	\$ 1,682.04	\$ 1,698.86	\$ 1,715.85	\$ 1,733.01
	Annual	\$ 41,198.50	\$ 41,414.57	\$ 42,026.58	\$ 42,446.85	\$ 42,871.32	\$ 43,300.03	\$ 43,733.03	\$ 44,170.36	\$ 44,612.07	\$ 45,058.19
		41	42	43	44	45	46				
	Hourly	\$ 21.879	\$ 22.098	\$ 22.319	\$ 22.542	\$ 22.768	\$ 22.995				
	Bi-Weekly	\$ 1,750.34	\$ 1,767.84	\$ 1,785.52	\$ 1,803.37	\$ 1,821.41	\$ 1,839.62				
	Annual	\$ 45,508.77	\$ 45,963.86	\$ 46,423.50	\$ 46,887.73	\$ 47,356.61	\$ 47,830.17				

	1	2	3	4	5	6	7	8	9	10
118 Hourly	\$ 15.431	\$ 15.585	\$ 15.741	\$ 15.898	\$ 15.996	\$ 16.218	\$ 16.380	\$ 16.544	\$ 16.709	\$ 16.876
Bi-Weekly	\$ 1,234.45	\$ 1,246.79	\$ 1,259.26	\$ 1,271.85	\$ 1,279.71	\$ 1,297.41	\$ 1,310.39	\$ 1,323.49	\$ 1,336.73	\$ 1,350.10
Annual	\$ 32,095.59	\$ 32,416.55	\$ 32,740.71	\$ 33,068.12	\$ 33,272.33	\$ 33,732.79	\$ 34,070.12	\$ 34,410.82	\$ 34,754.92	\$ 35,102.47

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 17.045	\$ 17.215	\$ 17.388	\$ 17.489	\$ 17.737	\$ 17.914	\$ 18.094	\$ 18.274	\$ 18.457	\$ 18.642
Bi-Weekly	\$ 1,363.60	\$ 1,377.23	\$ 1,391.00	\$ 1,399.14	\$ 1,418.96	\$ 1,433.15	\$ 1,447.48	\$ 1,461.96	\$ 1,476.58	\$ 1,491.34
Annual	\$ 35,453.50	\$ 35,808.03	\$ 36,166.11	\$ 36,377.69	\$ 36,893.05	\$ 37,261.98	\$ 37,634.60	\$ 38,010.95	\$ 38,391.06	\$ 38,774.97

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 18.828	\$ 19.017	\$ 19.207	\$ 19.399	\$ 19.593	\$ 19.789	\$ 19.987	\$ 20.171	\$ 20.388	\$ 20.592
Bi-Weekly	\$ 1,506.26	\$ 1,521.32	\$ 1,536.53	\$ 1,551.90	\$ 1,567.42	\$ 1,583.09	\$ 1,598.92	\$ 1,613.66	\$ 1,631.06	\$ 1,647.37
Annual	\$ 39,162.72	\$ 39,554.35	\$ 39,949.89	\$ 40,349.39	\$ 40,752.88	\$ 41,160.41	\$ 41,572.02	\$ 41,955.12	\$ 42,407.61	\$ 42,831.69

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 20.906	\$ 21.006	\$ 21.216	\$ 21.428	\$ 21.643	\$ 21.859	\$ 22.078	\$ 22.298	\$ 22.521	\$ 22.747
Bi-Weekly	\$ 1,672.46	\$ 1,680.48	\$ 1,697.29	\$ 1,714.26	\$ 1,731.41	\$ 1,748.72	\$ 1,766.21	\$ 1,783.87	\$ 1,801.71	\$ 1,819.72
Annual	\$ 43,484.05	\$ 43,692.61	\$ 44,129.53	\$ 44,570.83	\$ 45,016.54	\$ 45,466.70	\$ 45,921.37	\$ 46,380.58	\$ 46,844.39	\$ 47,312.83

	41	42	43	44	45	46
Hourly	\$ 22.974	\$ 23.204	\$ 23.436	\$ 23.670	\$ 23.907	\$ 24.146
Bi-Weekly	\$ 1,837.92	\$ 1,856.30	\$ 1,874.86	\$ 1,893.61	\$ 1,912.55	\$ 1,931.67
Annual	\$ 47,785.96	\$ 48,263.82	\$ 48,746.46	\$ 49,233.92	\$ 49,726.26	\$ 50,223.52

		1	2	3	4	5	6	7	8	9	10
119	Hourly	\$ 16.200	\$ 16.362	\$ 16.525	\$ 16.691	\$ 16.800	\$ 17.026	\$ 17.196	\$ 17.368	\$ 17.411	\$ 17.715
	Bi-Weekly	\$ 1,295.99	\$ 1,308.95	\$ 1,322.04	\$ 1,335.26	\$ 1,343.99	\$ 1,362.10	\$ 1,375.72	\$ 1,389.47	\$ 1,392.88	\$ 1,417.24
	Annual	\$ 33,695.66	\$ 34,032.62	\$ 34,372.95	\$ 34,716.68	\$ 34,943.75	\$ 35,414.48	\$ 35,768.63	\$ 36,126.31	\$ 36,214.85	\$ 36,848.13
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 17.895	\$ 18.074	\$ 18.254	\$ 18.437	\$ 18.621	\$ 18.808	\$ 18.996	\$ 19.186	\$ 19.377	\$ 19.571
	Bi-Weekly	\$ 1,431.58	\$ 1,445.89	\$ 1,460.35	\$ 1,474.95	\$ 1,489.70	\$ 1,504.60	\$ 1,519.65	\$ 1,534.84	\$ 1,550.19	\$ 1,565.69
	Annual	\$ 37,220.97	\$ 37,593.18	\$ 37,969.12	\$ 38,348.81	\$ 38,732.30	\$ 39,119.62	\$ 39,510.81	\$ 39,905.92	\$ 40,304.98	\$ 40,708.03
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 19.718	\$ 19.965	\$ 20.164	\$ 20.366	\$ 20.569	\$ 20.775	\$ 20.983	\$ 21.193	\$ 21.405	\$ 21.619
	Bi-Weekly	\$ 1,577.47	\$ 1,597.16	\$ 1,613.14	\$ 1,629.27	\$ 1,645.56	\$ 1,662.02	\$ 1,678.64	\$ 1,695.42	\$ 1,712.38	\$ 1,729.50
	Annual	\$ 41,014.24	\$ 41,526.26	\$ 41,941.53	\$ 42,360.94	\$ 42,784.55	\$ 43,212.40	\$ 43,644.52	\$ 44,080.97	\$ 44,521.78	\$ 44,966.99
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 21.835	\$ 21.958	\$ 22.274	\$ 22.497	\$ 22.750	\$ 22.949	\$ 23.178	\$ 23.410	\$ 23.644	\$ 23.881
	Bi-Weekly	\$ 1,746.79	\$ 1,756.67	\$ 1,781.91	\$ 1,799.72	\$ 1,820.00	\$ 1,835.90	\$ 1,854.26	\$ 1,872.80	\$ 1,891.53	\$ 1,910.44
	Annual	\$ 45,416.66	\$ 45,673.41	\$ 46,329.54	\$ 46,792.83	\$ 47,319.95	\$ 47,733.37	\$ 48,210.70	\$ 48,692.81	\$ 49,179.74	\$ 49,671.54
		41	42	43	44	45	46				
	Hourly	\$ 24.119	\$ 24.361	\$ 24.604	\$ 24.850	\$ 25.099	\$ 25.350				
	Bi-Weekly	\$ 1,929.55	\$ 1,948.84	\$ 1,968.33	\$ 1,988.02	\$ 2,007.90	\$ 2,027.97				
	Annual	\$ 50,168.25	\$ 50,669.93	\$ 51,176.63	\$ 51,688.40	\$ 52,205.28	\$ 52,727.34				

	1	2	3	4	5	6	7	8	9	10
120 Hourly	\$ 17.014	\$ 17.184	\$ 17.356	\$ 17.530	\$ 17.705	\$ 17.882	\$ 18.061	\$ 18.242	\$ 18.424	\$ 18.608
Bi-Weekly	\$ 1,361.15	\$ 1,374.76	\$ 1,388.51	\$ 1,402.39	\$ 1,416.42	\$ 1,430.58	\$ 1,444.89	\$ 1,459.34	\$ 1,473.93	\$ 1,488.67
Annual	\$ 35,389.86	\$ 35,743.76	\$ 36,101.19	\$ 36,462.21	\$ 36,826.83	\$ 37,195.10	\$ 37,567.05	\$ 37,942.72	\$ 38,322.15	\$ 38,705.37

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 18.794	\$ 18.982	\$ 19.172	\$ 19.277	\$ 19.558	\$ 19.753	\$ 19.951	\$ 20.150	\$ 20.352	\$ 20.555
Bi-Weekly	\$ 1,503.55	\$ 1,518.59	\$ 1,533.78	\$ 1,542.15	\$ 1,564.60	\$ 1,580.25	\$ 1,596.05	\$ 1,612.01	\$ 1,628.13	\$ 1,644.42
Annual	\$ 39,092.42	\$ 39,483.34	\$ 39,878.18	\$ 40,095.98	\$ 40,679.73	\$ 41,086.53	\$ 41,497.39	\$ 41,912.37	\$ 42,331.49	\$ 42,754.80

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 20.761	\$ 20.968	\$ 21.178	\$ 21.390	\$ 21.604	\$ 21.820	\$ 22.038	\$ 22.241	\$ 22.481	\$ 22.706
Bi-Weekly	\$ 1,660.86	\$ 1,677.47	\$ 1,694.24	\$ 1,711.19	\$ 1,728.30	\$ 1,745.58	\$ 1,763.04	\$ 1,779.29	\$ 1,798.47	\$ 1,816.46
Annual	\$ 43,182.35	\$ 43,614.18	\$ 44,050.32	\$ 44,490.82	\$ 44,935.73	\$ 45,385.09	\$ 45,838.94	\$ 46,261.46	\$ 46,760.30	\$ 47,227.90

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 22.933	\$ 23.162	\$ 23.394	\$ 23.628	\$ 23.864	\$ 24.103	\$ 24.344	\$ 24.587	\$ 24.833	\$ 25.081
Bi-Weekly	\$ 1,834.62	\$ 1,852.97	\$ 1,871.50	\$ 1,890.21	\$ 1,909.12	\$ 1,928.21	\$ 1,947.49	\$ 1,966.96	\$ 1,986.63	\$ 2,006.50
Annual	\$ 47,700.18	\$ 48,177.18	\$ 48,658.96	\$ 49,145.55	\$ 49,637.00	\$ 50,133.37	\$ 50,634.70	\$ 51,141.05	\$ 51,652.46	\$ 52,168.99

	41	42	43	44	45	46
Hourly	\$ 25.332	\$ 25.585	\$ 25.841	\$ 26.100	\$ 26.361	\$ 26.624
Bi-Weekly	\$ 2,026.56	\$ 2,046.83	\$ 2,067.30	\$ 2,087.97	\$ 2,108.85	\$ 2,129.94
Annual	\$ 52,690.68	\$ 53,217.58	\$ 53,749.76	\$ 54,287.26	\$ 54,830.13	\$ 55,378.43

	1	2	3	4	5	6	7	8	9	10
121 Hourly	\$ 17.863	\$ 18.041	\$ 18.222	\$ 18.404	\$ 18.588	\$ 18.774	\$ 18.962	\$ 19.151	\$ 19.343	\$ 19.536
Bi-Weekly	\$ 1,429.02	\$ 1,443.32	\$ 1,457.75	\$ 1,472.33	\$ 1,487.05	\$ 1,501.92	\$ 1,516.94	\$ 1,532.11	\$ 1,547.43	\$ 1,562.90
Annual	\$ 37,154.65	\$ 37,526.19	\$ 37,901.45	\$ 38,280.47	\$ 38,663.27	\$ 39,049.91	\$ 39,440.40	\$ 39,834.81	\$ 40,233.16	\$ 40,635.49

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 19.732	\$ 19.929	\$ 20.128	\$ 20.330	\$ 20.533	\$ 20.738	\$ 20.946	\$ 21.155	\$ 21.358	\$ 21.580
Bi-Weekly	\$ 1,578.53	\$ 1,594.32	\$ 1,610.26	\$ 1,626.36	\$ 1,642.63	\$ 1,659.05	\$ 1,675.64	\$ 1,692.40	\$ 1,708.65	\$ 1,726.42
Annual	\$ 41,041.84	\$ 41,452.26	\$ 41,866.78	\$ 42,285.45	\$ 42,708.31	\$ 43,135.39	\$ 43,566.74	\$ 44,002.41	\$ 44,424.93	\$ 44,886.86

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 21.796	\$ 22.014	\$ 22.234	\$ 22.456	\$ 22.681	\$ 22.908	\$ 23.137	\$ 23.368	\$ 23.602	\$ 23.838
Bi-Weekly	\$ 1,743.68	\$ 1,761.12	\$ 1,778.73	\$ 1,796.52	\$ 1,814.48	\$ 1,832.63	\$ 1,850.95	\$ 1,869.46	\$ 1,888.16	\$ 1,907.04
Annual	\$ 45,335.73	\$ 45,789.09	\$ 46,246.98	\$ 46,709.45	\$ 47,176.54	\$ 47,648.31	\$ 48,124.79	\$ 48,606.04	\$ 49,092.10	\$ 49,583.02

	31	32	33	34	35	36	37	38	39	40
Hourly	24.076	24.317	24.560	24.806	25.054	25.305	25.558	25.813	26.071	26.332
Bi-Weekly	\$ 1,926.11	\$ 1,945.37	\$ 1,964.82	\$ 1,984.47	\$ 2,004.32	\$ 2,024.36	\$ 2,044.60	\$ 2,065.05	\$ 2,085.70	\$ 2,106.56
Annual	\$ 50,078.85	\$ 50,579.64	\$ 51,085.43	\$ 51,596.29	\$ 52,112.25	\$ 52,633.37	\$ 53,159.71	\$ 53,691.30	\$ 54,228.22	\$ 54,770.50

	41	42	43	44	45	46
Hourly	26.595	26.861	27.130	27.401	27.675	27.952
Bi-Weekly	\$ 2,127.62	\$ 2,148.90	\$ 2,170.39	\$ 2,192.09	\$ 2,214.01	\$ 2,236.15
Annual	\$ 55,318.20	\$ 55,871.39	\$ 56,430.10	\$ 56,994.40	\$ 57,564.34	\$ 58,139.99

		1	2	3	4	5	6	7	8	9	10
122	Hourly	18.757	18.944	19.134	19.325	19.518	19.713	19.910	20.110	20.311	20.514
	Bi-Weekly	\$ 1,500.52	\$ 1,515.53	\$ 1,530.68	\$ 1,545.99	\$ 1,561.45	\$ 1,577.06	\$ 1,592.83	\$ 1,608.76	\$ 1,624.85	\$ 1,641.10
	Annual	\$ 39,013.55	\$ 39,403.69	\$ 39,797.73	\$ 40,195.70	\$ 40,597.66	\$ 41,003.64	\$ 41,413.67	\$ 41,827.81	\$ 42,246.09	\$ 42,668.55

		11	12	13	14	15	16	17	18	19	20
	Hourly	20.719	20.926	21.135	21.347	21.560	21.776	22.027	22.213	22.436	22.660
	Bi-Weekly	\$ 1,657.51	\$ 1,674.08	\$ 1,690.82	\$ 1,707.73	\$ 1,724.81	\$ 1,742.06	\$ 1,762.15	\$ 1,777.07	\$ 1,794.84	\$ 1,812.79
	Annual	\$ 43,095.23	\$ 43,526.19	\$ 43,961.45	\$ 44,401.06	\$ 44,845.07	\$ 45,293.53	\$ 45,815.90	\$ 46,203.92	\$ 46,665.96	\$ 47,132.62

		21	22	23	24	25	26	27	28	29	30
	Hourly	22.887	23.248	23.347	23.580	23.816	24.054	24.294	24.537	24.783	25.031
	Bi-Weekly	\$ 1,830.92	\$ 1,859.84	\$ 1,867.72	\$ 1,886.40	\$ 1,905.26	\$ 1,924.32	\$ 1,943.56	\$ 1,963.00	\$ 1,982.63	\$ 2,002.45
	Annual	\$ 47,603.95	\$ 48,355.82	\$ 48,560.79	\$ 49,046.40	\$ 49,536.86	\$ 50,032.23	\$ 50,532.55	\$ 51,037.88	\$ 51,548.26	\$ 52,063.74

		31	32	33	34	35	36	37	38	39	40
	Hourly	25.281	25.534	25.789	26.047	26.307	26.571	26.836	27.105	27.376	27.649
	Bi-Weekly	\$ 2,022.48	\$ 2,042.70	\$ 2,063.13	\$ 2,083.76	\$ 2,104.60	\$ 2,125.64	\$ 2,146.90	\$ 2,168.37	\$ 2,190.05	\$ 2,211.95
	Annual	\$ 52,584.38	\$ 53,110.22	\$ 53,641.32	\$ 54,177.74	\$ 54,719.51	\$ 55,266.71	\$ 55,819.38	\$ 56,377.57	\$ 56,941.34	\$ 57,510.76

		41	42	43	44	45	46
	Hourly	27.926	28.205	28.487	28.772	29.060	29.350
	Bi-Weekly	\$ 2,234.07	\$ 2,256.41	\$ 2,278.98	\$ 2,301.77	\$ 2,324.78	\$ 2,348.03
	Annual	\$ 58,085.87	\$ 58,666.72	\$ 59,253.39	\$ 59,845.93	\$ 60,444.38	\$ 61,048.83

	1	2	3	4	5	6	7	8	9	10
123 Hourly	\$ 19.695	\$ 19.892	\$ 20.091	\$ 20.292	\$ 20.495	\$ 20.700	\$ 20.907	\$ 21.116	\$ 21.327	\$ 21.540
Bi-Weekly	\$ 1,575.64	\$ 1,591.39	\$ 1,607.31	\$ 1,623.38	\$ 1,639.62	\$ 1,656.01	\$ 1,672.57	\$ 1,689.30	\$ 1,706.19	\$ 1,723.18
Annual	\$ 40,966.58	\$ 41,376.25	\$ 41,790.01	\$ 42,207.91	\$ 42,629.99	\$ 43,056.29	\$ 43,486.86	\$ 43,921.72	\$ 44,360.94	\$ 44,802.64

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 21.756	\$ 21.974	\$ 22.193	\$ 22.415	\$ 22.639	\$ 22.866	\$ 23.094	\$ 23.325	\$ 23.554	\$ 23.794
Bi-Weekly	\$ 1,740.48	\$ 1,757.89	\$ 1,775.47	\$ 1,793.22	\$ 1,811.16	\$ 1,829.27	\$ 1,847.56	\$ 1,866.03	\$ 1,884.28	\$ 1,903.54
Annual	\$ 45,252.60	\$ 45,705.12	\$ 46,162.17	\$ 46,623.79	\$ 47,090.03	\$ 47,560.93	\$ 48,036.54	\$ 48,516.91	\$ 48,991.37	\$ 49,492.10

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 24.032	\$ 24.273	\$ 24.515	\$ 24.760	\$ 25.008	\$ 25.258	\$ 25.511	\$ 25.766	\$ 26.023	\$ 26.284
Bi-Weekly	\$ 1,922.58	\$ 1,941.80	\$ 1,961.22	\$ 1,980.83	\$ 2,000.64	\$ 2,020.65	\$ 2,040.85	\$ 2,061.26	\$ 2,081.88	\$ 2,102.69
Annual	\$ 49,987.02	\$ 50,486.89	\$ 50,991.76	\$ 51,501.68	\$ 52,016.69	\$ 52,536.86	\$ 53,062.23	\$ 53,592.85	\$ 54,128.78	\$ 54,670.07

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 26.518	\$ 26.812	\$ 27.080	\$ 27.351	\$ 27.624	\$ 27.901	\$ 28.180	\$ 28.461	\$ 28.746	\$ 29.034
Bi-Weekly	\$ 2,121.42	\$ 2,144.96	\$ 2,166.41	\$ 2,188.07	\$ 2,209.95	\$ 2,232.05	\$ 2,254.37	\$ 2,276.92	\$ 2,299.69	\$ 2,322.68
Annual	\$ 55,156.85	\$ 55,768.93	\$ 56,326.62	\$ 56,889.89	\$ 57,458.79	\$ 58,033.38	\$ 58,613.71	\$ 59,199.85	\$ 59,791.85	\$ 60,389.76

	41	42	43	44	45	46
Hourly	\$ 29.324	\$ 29.617	\$ 29.913	\$ 30.212	\$ 30.515	\$ 30.820
Bi-Weekly	\$ 2,345.91	\$ 2,369.37	\$ 2,393.06	\$ 2,416.99	\$ 2,441.16	\$ 2,465.58
Annual	\$ 60,993.66	\$ 61,603.60	\$ 62,219.63	\$ 62,841.83	\$ 63,470.25	\$ 64,104.95

	1	2	3	4	5	6	7	8	9	10
124 Hourly	\$ 20.680	\$ 20.886	\$ 21.054	\$ 21.290	\$ 21.519	\$ 21.735	\$ 21.952	\$ 22.171	\$ 22.393	\$ 22.617
Bi-Weekly	\$ 1,654.37	\$ 1,670.92	\$ 1,684.29	\$ 1,703.17	\$ 1,721.55	\$ 1,738.76	\$ 1,756.15	\$ 1,773.71	\$ 1,791.45	\$ 1,809.37
Annual	\$ 43,013.74	\$ 43,443.87	\$ 43,791.65	\$ 44,282.44	\$ 44,760.27	\$ 45,207.87	\$ 45,659.95	\$ 46,116.55	\$ 46,577.71	\$ 47,043.49

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 22.843	\$ 23.072	\$ 23.302	\$ 23.535	\$ 23.771	\$ 24.008	\$ 24.249	\$ 24.491	\$ 24.736	\$ 24.983
Bi-Weekly	\$ 1,827.46	\$ 1,845.73	\$ 1,864.19	\$ 1,882.83	\$ 1,901.66	\$ 1,920.68	\$ 1,939.88	\$ 1,959.28	\$ 1,978.88	\$ 1,998.66
Annual	\$ 47,513.93	\$ 47,989.07	\$ 48,468.96	\$ 48,953.65	\$ 49,443.18	\$ 49,937.61	\$ 50,436.99	\$ 50,941.36	\$ 51,450.77	\$ 51,965.28

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 25.233	\$ 25.485	\$ 25.740	\$ 26.087	\$ 26.258	\$ 26.520	\$ 26.785	\$ 27.053	\$ 27.324	\$ 27.597
Bi-Weekly	\$ 2,018.65	\$ 2,038.84	\$ 2,059.23	\$ 2,086.97	\$ 2,100.62	\$ 2,121.62	\$ 2,142.84	\$ 2,164.27	\$ 2,185.91	\$ 2,207.77
Annual	\$ 52,484.93	\$ 53,009.78	\$ 53,539.88	\$ 54,261.20	\$ 54,616.03	\$ 55,162.19	\$ 55,713.82	\$ 56,270.95	\$ 56,833.66	\$ 57,402.00

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 27.873	\$ 28.152	\$ 28.433	\$ 28.718	\$ 29.005	\$ 29.295	\$ 29.588	\$ 29.884	\$ 30.183	\$ 30.484
Bi-Weekly	\$ 2,229.85	\$ 2,252.15	\$ 2,274.67	\$ 2,297.41	\$ 2,320.39	\$ 2,343.59	\$ 2,367.03	\$ 2,390.70	\$ 2,414.60	\$ 2,438.75
Annual	\$ 57,976.02	\$ 58,555.78	\$ 59,141.34	\$ 59,732.75	\$ 60,330.08	\$ 60,933.38	\$ 61,542.71	\$ 62,158.14	\$ 62,779.72	\$ 63,407.52

	41	42	43	44	45	46
Hourly	\$ 30.789	\$ 31.097	\$ 31.408	\$ 31.722	\$ 32.039	\$ 32.360
Bi-Weekly	\$ 2,463.14	\$ 2,487.77	\$ 2,512.65	\$ 2,537.77	\$ 2,563.15	\$ 2,588.78
Annual	\$ 64,041.59	\$ 64,682.01	\$ 65,328.83	\$ 65,982.12	\$ 66,641.94	\$ 67,308.36

125		1	2	3	4	5	6	7	8	9	10
	Hourly	21.720	21.938	22.105	22.379	22.602	22.828	23.057	23.327	23.520	23.746
	Bi-Weekly	\$ 1,737.64	\$ 1,755.01	\$ 1,768.41	\$ 1,790.29	\$ 1,808.19	\$ 1,826.27	\$ 1,844.54	\$ 1,866.19	\$ 1,881.61	\$ 1,899.68
	Annual	\$ 45,178.54	\$ 45,630.33	\$ 45,978.74	\$ 46,547.50	\$ 47,012.97	\$ 47,483.10	\$ 47,957.93	\$ 48,520.93	\$ 48,921.89	\$ 49,391.70
		11	12	13	14	15	16	17	18	19	20
	Hourly	23.993	24.176	24.475	24.720	24.967	25.217	25.469	25.724	25.963	26.241
	Bi-Weekly	\$ 1,919.43	\$ 1,934.04	\$ 1,958.01	\$ 1,977.59	\$ 1,997.37	\$ 2,017.34	\$ 2,037.52	\$ 2,057.89	\$ 2,077.05	\$ 2,099.25
	Annual	\$ 49,905.22	\$ 50,285.08	\$ 50,908.31	\$ 51,417.40	\$ 51,931.57	\$ 52,450.89	\$ 52,975.39	\$ 53,505.15	\$ 54,003.37	\$ 54,580.60
		21	22	23	24	25	26	27	28	29	30
	Hourly	26.503	26.768	27.036	27.306	27.579	27.855	28.134	28.415	28.699	29.105
	Bi-Weekly	\$ 2,120.25	\$ 2,141.45	\$ 2,162.86	\$ 2,184.49	\$ 2,206.34	\$ 2,228.40	\$ 2,250.68	\$ 2,273.19	\$ 2,295.92	\$ 2,328.37
	Annual	\$ 55,126.41	\$ 55,677.67	\$ 56,234.45	\$ 56,796.79	\$ 57,364.76	\$ 57,938.41	\$ 58,517.79	\$ 59,102.97	\$ 59,694.00	\$ 60,537.51
		31	32	33	34	35	36	37	38	39	40
	Hourly	29.276	29.569	29.864	30.163	30.465	30.769	31.077	31.388	31.702	32.019
	Bi-Weekly	\$ 2,342.07	\$ 2,365.49	\$ 2,389.15	\$ 2,413.04	\$ 2,437.17	\$ 2,461.54	\$ 2,486.16	\$ 2,511.02	\$ 2,536.13	\$ 2,561.49
	Annual	\$ 60,893.85	\$ 61,502.79	\$ 62,117.82	\$ 62,738.99	\$ 63,366.38	\$ 64,000.05	\$ 64,640.05	\$ 65,286.45	\$ 65,939.31	\$ 66,598.71
		41	42	43	44	45	46				
	Hourly	32.339	32.662	32.989	33.319	33.652	33.988				
	Bi-Weekly	\$ 2,587.10	\$ 2,612.97	\$ 2,639.10	\$ 2,665.50	\$ 2,692.15	\$ 2,719.07				
	Annual	\$ 67,264.69	\$ 67,937.34	\$ 68,616.71	\$ 69,302.88	\$ 69,995.91	\$ 70,695.87				

128		1	2	3	4	5	6	7	8	9	10
	Hourly	\$ 25.137	\$ 25.388	\$ 25.642	\$ 26.053	\$ 26.158	\$ 26.419	\$ 26.683	\$ 26.950	\$ 27.220	\$ 27.492
	Bi-Weekly	\$ 2,010.95	\$ 2,031.06	\$ 2,051.37	\$ 2,084.27	\$ 2,092.60	\$ 2,113.53	\$ 2,134.67	\$ 2,156.01	\$ 2,177.57	\$ 2,199.35
	Annual	\$ 52,284.75	\$ 52,807.60	\$ 53,335.67	\$ 54,191.09	\$ 54,407.72	\$ 54,951.80	\$ 55,501.32	\$ 56,056.33	\$ 56,616.89	\$ 57,183.06
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 27.767	\$ 28.044	\$ 28.325	\$ 28.608	\$ 28.894	\$ 29.183	\$ 29.475	\$ 29.770	\$ 30.067	\$ 30.368
	Bi-Weekly	\$ 2,221.34	\$ 2,243.56	\$ 2,265.99	\$ 2,288.65	\$ 2,311.54	\$ 2,334.65	\$ 2,358.00	\$ 2,381.58	\$ 2,405.40	\$ 2,429.45
	Annual	\$ 57,754.89	\$ 58,332.44	\$ 58,915.77	\$ 59,504.92	\$ 60,099.97	\$ 60,700.97	\$ 61,307.98	\$ 61,921.06	\$ 62,540.27	\$ 63,165.68
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 30.672	\$ 30.979	\$ 31.288	\$ 31.710	\$ 31.917	\$ 32.236	\$ 32.559	\$ 32.884	\$ 33.213	\$ 33.545
	Bi-Weekly	\$ 2,453.74	\$ 2,478.28	\$ 2,503.06	\$ 2,536.79	\$ 2,553.38	\$ 2,578.91	\$ 2,604.70	\$ 2,630.75	\$ 2,657.05	\$ 2,683.62
	Annual	\$ 63,797.33	\$ 64,435.31	\$ 65,079.66	\$ 65,956.62	\$ 66,387.76	\$ 67,051.64	\$ 67,722.15	\$ 68,399.38	\$ 69,083.37	\$ 69,774.20
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 33.881	\$ 34.220	\$ 34.562	\$ 34.907	\$ 35.256	\$ 35.609	\$ 35.965	\$ 36.325	\$ 36.688	\$ 37.055
	Bi-Weekly	\$ 2,710.46	\$ 2,737.56	\$ 2,764.94	\$ 2,792.59	\$ 2,820.51	\$ 2,848.72	\$ 2,877.21	\$ 2,905.98	\$ 2,935.04	\$ 2,964.39
	Annual	\$ 70,471.94	\$ 71,176.66	\$ 71,888.43	\$ 72,607.32	\$ 73,333.39	\$ 74,066.72	\$ 74,807.39	\$ 75,555.46	\$ 76,311.02	\$ 77,074.13
		41	42	43	44	45	46				
	Hourly	\$ 37.425	\$ 37.800	\$ 38.178	\$ 38.559	\$ 38.945	\$ 39.334				
	Bi-Weekly	\$ 2,994.03	\$ 3,023.97	\$ 3,054.21	\$ 3,084.76	\$ 3,115.60	\$ 3,146.76				
	Annual	\$ 77,844.87	\$ 78,623.32	\$ 79,409.55	\$ 80,203.65	\$ 81,005.68	\$ 81,815.74				

	1	2	3	4	5	6	7	8	9	10
129 Hourly	\$ 26.393	\$ 26.657	\$ 26.923	\$ 27.192	\$ 27.464	\$ 27.739	\$ 28.016	\$ 28.296	\$ 28.579	\$ 28.865
Bi-Weekly	\$ 2,111.41	\$ 2,132.52	\$ 2,153.85	\$ 2,175.39	\$ 2,197.14	\$ 2,219.11	\$ 2,241.30	\$ 2,263.72	\$ 2,286.35	\$ 2,309.22
Annual	\$ 54,896.64	\$ 55,445.60	\$ 56,000.06	\$ 56,560.06	\$ 57,125.66	\$ 57,696.92	\$ 58,273.88	\$ 58,856.62	\$ 59,445.19	\$ 60,039.64

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 29.154	\$ 29.445	\$ 29.740	\$ 30.037	\$ 30.338	\$ 30.641	\$ 30.947	\$ 31.257	\$ 31.569	\$ 31.885
Bi-Weekly	\$ 2,332.31	\$ 2,355.63	\$ 2,379.19	\$ 2,402.98	\$ 2,427.01	\$ 2,451.28	\$ 2,475.79	\$ 2,500.55	\$ 2,525.56	\$ 2,550.81
Annual	\$ 60,640.04	\$ 61,246.44	\$ 61,858.90	\$ 62,477.49	\$ 63,102.27	\$ 63,733.29	\$ 64,370.62	\$ 65,014.33	\$ 65,664.47	\$ 66,321.12

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 32.204	\$ 32.526	\$ 32.851	\$ 33.180	\$ 33.512	\$ 33.847	\$ 34.185	\$ 34.527	\$ 34.872	\$ 35.221
Bi-Weekly	\$ 2,576.32	\$ 2,602.08	\$ 2,628.10	\$ 2,654.39	\$ 2,680.93	\$ 2,707.74	\$ 2,734.82	\$ 2,762.16	\$ 2,789.79	\$ 2,817.68
Annual	\$ 66,984.33	\$ 67,654.17	\$ 68,330.71	\$ 69,014.02	\$ 69,704.16	\$ 70,401.20	\$ 71,105.21	\$ 71,816.27	\$ 72,534.43	\$ 73,259.77

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 35.573	\$ 35.929	\$ 36.288	\$ 36.651	\$ 37.018	\$ 37.388	\$ 37.762	\$ 38.139	\$ 38.521	\$ 38.906
Bi-Weekly	\$ 2,845.86	\$ 2,874.32	\$ 2,903.06	\$ 2,932.09	\$ 2,961.41	\$ 2,991.03	\$ 3,020.94	\$ 3,051.15	\$ 3,081.66	\$ 3,112.48
Annual	\$ 73,992.37	\$ 74,732.29	\$ 75,479.62	\$ 76,234.41	\$ 76,996.76	\$ 77,766.73	\$ 78,544.39	\$ 79,329.84	\$ 80,123.13	\$ 80,924.37

	41	42	43	44	45	46
Hourly	\$ 39.295	\$ 39.688	\$ 40.085	\$ 40.486	\$ 40.891	\$ 41.299
Bi-Weekly	\$ 3,143.60	\$ 3,175.04	\$ 3,206.79	\$ 3,238.85	\$ 3,271.24	\$ 3,303.96
Annual	\$ 81,733.61	\$ 82,550.95	\$ 83,376.46	\$ 84,210.22	\$ 85,052.32	\$ 85,902.85

		1	2	3	4	5	6	7	8	9	10
131	Hourly	\$ 29.096	\$ 29.387	\$ 29.681	\$ 29.978	\$ 30.278	\$ 30.581	\$ 30.886	\$ 31.195	\$ 31.507	\$ 31.822
	Bi-Weekly	\$ 2,327.71	\$ 2,350.99	\$ 2,374.50	\$ 2,398.24	\$ 2,422.22	\$ 2,446.45	\$ 2,470.91	\$ 2,495.62	\$ 2,520.57	\$ 2,545.78
	Annual	\$ 60,520.42	\$ 61,125.63	\$ 61,736.88	\$ 62,354.25	\$ 62,977.79	\$ 63,607.57	\$ 64,243.65	\$ 64,886.08	\$ 65,534.95	\$ 66,190.30
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 32.140	\$ 32.462	\$ 32.787	\$ 33.114	\$ 33.446	\$ 33.780	\$ 34.118	\$ 34.459	\$ 34.804	\$ 35.152
	Bi-Weekly	\$ 2,571.24	\$ 2,596.95	\$ 2,622.92	\$ 2,649.15	\$ 2,675.64	\$ 2,702.40	\$ 2,729.42	\$ 2,756.72	\$ 2,784.28	\$ 2,812.13
	Annual	\$ 66,852.20	\$ 67,520.72	\$ 68,195.93	\$ 68,877.89	\$ 69,566.67	\$ 70,262.33	\$ 70,964.96	\$ 71,674.60	\$ 72,391.35	\$ 73,115.26
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 35.503	\$ 35.858	\$ 36.217	\$ 36.579	\$ 36.945	\$ 37.314	\$ 37.687	\$ 38.253	\$ 38.445	\$ 38.829
	Bi-Weekly	\$ 2,840.25	\$ 2,868.65	\$ 2,897.34	\$ 2,926.31	\$ 2,955.57	\$ 2,985.13	\$ 3,014.98	\$ 3,060.21	\$ 3,075.58	\$ 3,106.34
	Annual	\$ 73,846.42	\$ 74,584.88	\$ 75,330.73	\$ 76,084.04	\$ 76,844.88	\$ 77,613.33	\$ 78,389.46	\$ 79,565.46	\$ 79,965.09	\$ 80,764.74
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 39.277	\$ 39.610	\$ 40.006	\$ 40.406	\$ 40.810	\$ 41.218	\$ 41.630	\$ 42.046	\$ 42.467	\$ 42.892
	Bi-Weekly	\$ 3,142.15	\$ 3,168.77	\$ 3,200.46	\$ 3,232.47	\$ 3,264.79	\$ 3,297.44	\$ 3,330.41	\$ 3,363.72	\$ 3,397.35	\$ 3,431.33
	Annual	\$ 81,696.01	\$ 82,388.11	\$ 83,211.99	\$ 84,044.11	\$ 84,884.55	\$ 85,733.40	\$ 86,590.73	\$ 87,456.64	\$ 88,331.21	\$ 89,214.52
		41	42	43	44	45	46				
	Hourly	\$ 43.321	\$ 43.754	\$ 44.191	\$ 44.633	\$ 45.079	\$ 45.530				
	Bi-Weekly	\$ 3,465.64	\$ 3,500.30	\$ 3,535.30	\$ 3,570.65	\$ 3,606.36	\$ 3,642.42				
	Annual	\$ 90,106.66	\$ 91,007.73	\$ 91,917.81	\$ 92,836.98	\$ 93,765.35	\$ 94,703.01				

	1	2	3	4	5	6	7	8	9	10
132 Hourly	\$ 30.556	\$ 30.861	\$ 31.170	\$ 31.482	\$ 31.796	\$ 32.114	\$ 32.435	\$ 32.760	\$ 33.087	\$ 33.418
Bi-Weekly	\$ 2,444.46	\$ 2,468.90	\$ 2,493.59	\$ 2,518.53	\$ 2,543.71	\$ 2,569.15	\$ 2,594.84	\$ 2,620.79	\$ 2,647.00	\$ 2,673.47
Annual	\$ 63,555.86	\$ 64,191.41	\$ 64,833.33	\$ 65,481.66	\$ 66,136.48	\$ 66,797.84	\$ 67,465.82	\$ 68,140.48	\$ 68,821.88	\$ 69,510.10

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 33.753	\$ 34.090	\$ 34.431	\$ 34.775	\$ 35.123	\$ 35.474	\$ 35.829	\$ 36.187	\$ 36.549	\$ 36.915
Bi-Weekly	\$ 2,700.20	\$ 2,727.20	\$ 2,754.47	\$ 2,782.02	\$ 2,809.84	\$ 2,837.94	\$ 2,866.32	\$ 2,894.98	\$ 2,923.93	\$ 2,953.17
Annual	\$ 70,205.20	\$ 70,907.26	\$ 71,616.33	\$ 72,332.49	\$ 73,055.82	\$ 73,786.38	\$ 74,524.24	\$ 75,269.48	\$ 76,022.18	\$ 76,782.40

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 37.197	\$ 37.657	\$ 38.033	\$ 38.413	\$ 38.798	\$ 39.186	\$ 39.577	\$ 39.973	\$ 40.373	\$ 40.777
Bi-Weekly	\$ 2,975.74	\$ 3,012.53	\$ 3,042.65	\$ 3,073.08	\$ 3,103.81	\$ 3,134.85	\$ 3,166.20	\$ 3,197.86	\$ 3,229.84	\$ 3,262.14
Annual	\$ 77,369.32	\$ 78,325.72	\$ 79,108.98	\$ 79,900.07	\$ 80,699.07	\$ 81,506.06	\$ 82,321.12	\$ 83,144.34	\$ 83,975.78	\$ 84,815.54

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 41.184	\$ 41.596	\$ 42.012	\$ 42.432	\$ 42.857	\$ 43.285	\$ 43.718	\$ 44.155	\$ 44.597	\$ 45.043
Bi-Weekly	\$ 3,294.76	\$ 3,327.70	\$ 3,360.98	\$ 3,394.59	\$ 3,428.54	\$ 3,462.82	\$ 3,497.45	\$ 3,532.43	\$ 3,567.75	\$ 3,603.43
Annual	\$ 85,663.69	\$ 86,520.33	\$ 87,385.53	\$ 88,259.39	\$ 89,141.98	\$ 90,033.40	\$ 90,933.73	\$ 91,843.07	\$ 92,761.50	\$ 93,689.12

	41	42	43	44	45	46
Hourly	\$ 45.493	\$ 45.948	\$ 46.408	\$ 46.872	\$ 47.340	\$ 47.814
Bi-Weekly	\$ 3,639.46	\$ 3,675.86	\$ 3,712.62	\$ 3,749.74	\$ 3,787.24	\$ 3,825.11
Annual	\$ 94,626.01	\$ 95,572.27	\$ 96,527.99	\$ 97,493.27	\$ 98,468.20	\$ 99,452.89

133		1	2	3	4	5	6	7	8	9	10
	Hourly	\$ 32.083	\$ 32.404	\$ 32.728	\$ 33.055	\$ 33.386	\$ 33.719	\$ 34.057	\$ 34.397	\$ 34.741	\$ 35.089
	Bi-Weekly	\$ 2,566.63	\$ 2,592.30	\$ 2,618.22	\$ 2,644.41	\$ 2,670.85	\$ 2,697.56	\$ 2,724.53	\$ 2,751.78	\$ 2,779.30	\$ 2,807.09
	Annual	\$ 66,732.47	\$ 67,399.80	\$ 68,073.80	\$ 68,754.53	\$ 69,442.08	\$ 70,136.50	\$ 70,837.86	\$ 71,546.24	\$ 72,261.71	\$ 72,984.32
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 35.440	\$ 35.794	\$ 36.152	\$ 36.513	\$ 36.878	\$ 37.247	\$ 37.620	\$ 37.996	\$ 38.376	\$ 38.760
	Bi-Weekly	\$ 2,835.16	\$ 2,863.51	\$ 2,892.15	\$ 2,921.07	\$ 2,950.28	\$ 2,979.78	\$ 3,009.58	\$ 3,039.68	\$ 3,070.07	\$ 3,100.77
	Annual	\$ 73,714.17	\$ 74,451.31	\$ 75,195.82	\$ 75,947.78	\$ 76,707.26	\$ 77,474.33	\$ 78,249.07	\$ 79,031.56	\$ 79,821.88	\$ 80,620.10
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 39.268	\$ 39.539	\$ 39.934	\$ 40.333	\$ 40.737	\$ 41.144	\$ 41.556	\$ 41.971	\$ 42.391	\$ 42.705
	Bi-Weekly	\$ 3,141.46	\$ 3,163.10	\$ 3,194.73	\$ 3,226.68	\$ 3,258.94	\$ 3,291.53	\$ 3,324.45	\$ 3,357.69	\$ 3,391.27	\$ 3,416.43
	Annual	\$ 81,677.92	\$ 82,240.56	\$ 83,062.97	\$ 83,893.60	\$ 84,732.53	\$ 85,579.86	\$ 86,435.66	\$ 87,300.01	\$ 88,173.01	\$ 88,827.25
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 43.243	\$ 43.675	\$ 44.112	\$ 44.553	\$ 44.999	\$ 45.449	\$ 45.903	\$ 46.362	\$ 46.826	\$ 47.294
	Bi-Weekly	\$ 3,459.43	\$ 3,494.03	\$ 3,528.97	\$ 3,564.26	\$ 3,599.90	\$ 3,635.90	\$ 3,672.26	\$ 3,708.98	\$ 3,746.07	\$ 3,783.53
	Annual	\$ 89,945.29	\$ 90,844.74	\$ 91,753.19	\$ 92,670.72	\$ 93,597.43	\$ 94,533.40	\$ 95,478.74	\$ 96,433.53	\$ 97,397.86	\$ 98,371.84
		41	42	43	44	45	46				
	Hourly	\$ 47.767	\$ 48.245	\$ 48.727	\$ 49.214	\$ 49.707	\$ 50.204				
	Bi-Weekly	\$ 3,821.37	\$ 3,859.58	\$ 3,898.18	\$ 3,937.16	\$ 3,976.53	\$ 4,016.30				
	Annual	\$ 99,355.56	\$ 100,349.11	\$ 101,352.60	\$ 102,366.13	\$ 103,389.79	\$ 104,423.69				

	1	2	3	4	5	6	7	8	9	10
134 Hourly	\$ 33.689	\$ 34.026	\$ 34.366	\$ 34.710	\$ 35.057	\$ 35.408	\$ 35.762	\$ 36.120	\$ 36.481	\$ 36.846
Bi-Weekly	\$ 2,695.15	\$ 2,722.10	\$ 2,749.32	\$ 2,776.81	\$ 2,804.58	\$ 2,832.63	\$ 2,860.95	\$ 2,889.56	\$ 2,918.46	\$ 2,947.64
Annual	\$ 70,073.80	\$ 70,774.54	\$ 71,482.29	\$ 72,197.11	\$ 72,919.08	\$ 73,648.27	\$ 74,384.75	\$ 75,128.60	\$ 75,879.89	\$ 76,638.69

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 37.214	\$ 37.586	\$ 37.962	\$ 38.342	\$ 38.725	\$ 39.112	\$ 39.503	\$ 39.898	\$ 40.297	\$ 40.700
Bi-Weekly	\$ 2,977.12	\$ 3,006.89	\$ 3,036.96	\$ 3,067.33	\$ 3,098.00	\$ 3,128.98	\$ 3,160.27	\$ 3,191.87	\$ 3,223.79	\$ 3,256.03
Annual	\$ 77,405.07	\$ 78,179.12	\$ 78,960.91	\$ 79,750.52	\$ 80,548.03	\$ 81,353.51	\$ 82,167.04	\$ 82,988.71	\$ 83,818.60	\$ 84,656.79

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 41.107	\$ 41.518	\$ 41.934	\$ 42.353	\$ 42.777	\$ 43.204	\$ 43.636	\$ 44.073	\$ 44.513	\$ 44.959
Bi-Weekly	\$ 3,288.59	\$ 3,321.48	\$ 3,354.69	\$ 3,388.24	\$ 3,422.12	\$ 3,456.34	\$ 3,490.91	\$ 3,525.81	\$ 3,561.07	\$ 3,596.68
Annual	\$ 85,503.36	\$ 86,358.39	\$ 87,221.97	\$ 88,094.19	\$ 88,975.13	\$ 89,864.89	\$ 90,763.53	\$ 91,671.17	\$ 92,587.88	\$ 93,513.76

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 45.648	\$ 45.862	\$ 46.321	\$ 46.784	\$ 47.252	\$ 47.724	\$ 48.202	\$ 48.684	\$ 49.170	\$ 49.662
Bi-Weekly	\$ 3,651.83	\$ 3,668.98	\$ 3,705.67	\$ 3,742.72	\$ 3,780.15	\$ 3,817.95	\$ 3,856.13	\$ 3,894.69	\$ 3,933.64	\$ 3,972.98
Annual	\$ 94,947.50	\$ 95,393.39	\$ 96,347.32	\$ 97,310.79	\$ 98,283.90	\$ 99,266.74	\$ 100,259.41	\$ 101,262.00	\$ 102,274.62	\$ 103,297.37

	41	42	43	44	45	46
Hourly	\$ 50.159	\$ 50.660	\$ 51.167	\$ 51.679	\$ 52.195	\$ 52.717
Bi-Weekly	\$ 4,012.71	\$ 4,052.83	\$ 4,093.36	\$ 4,134.29	\$ 4,175.64	\$ 4,217.39
Annual	\$ 104,330.34	\$ 105,373.65	\$ 106,427.38	\$ 107,491.66	\$ 108,566.57	\$ 109,652.24

	1	2	3	4	5	6	7	8	9	10
135 Hourly	\$ 35.375	\$ 35.729	\$ 36.086	\$ 36.447	\$ 36.811	\$ 37.179	\$ 37.551	\$ 37.927	\$ 38.306	\$ 38.689
Bi-Weekly	\$ 2,829.99	\$ 2,858.29	\$ 2,886.88	\$ 2,915.75	\$ 2,944.90	\$ 2,974.35	\$ 3,004.10	\$ 3,034.14	\$ 3,064.48	\$ 3,095.12
Annual	\$ 73,579.85	\$ 74,315.64	\$ 75,058.80	\$ 75,809.39	\$ 76,567.48	\$ 77,333.16	\$ 78,106.49	\$ 78,887.55	\$ 79,676.43	\$ 80,473.19

	11	12	13	14	15	16	17	18	19	20
Hourly	\$ 39.076	\$ 39.467	\$ 39.861	\$ 40.260	\$ 40.663	\$ 41.069	\$ 41.480	\$ 41.895	\$ 42.314	\$ 42.737
Bi-Weekly	\$ 3,126.07	\$ 3,157.33	\$ 3,188.91	\$ 3,220.80	\$ 3,253.01	\$ 3,285.54	\$ 3,318.39	\$ 3,351.57	\$ 3,385.09	\$ 3,418.94
Annual	\$ 81,277.93	\$ 82,090.70	\$ 82,911.61	\$ 83,740.73	\$ 84,578.13	\$ 85,423.92	\$ 86,278.16	\$ 87,140.94	\$ 88,012.35	\$ 88,892.47

	21	22	23	24	25	26	27	28	29	30
Hourly	\$ 43.057	\$ 43.596	\$ 44.032	\$ 44.472	\$ 44.917	\$ 45.366	\$ 45.820	\$ 46.278	\$ 46.741	\$ 47.208
Bi-Weekly	\$ 3,444.53	\$ 3,487.66	\$ 3,522.54	\$ 3,557.76	\$ 3,593.34	\$ 3,629.27	\$ 3,665.57	\$ 3,702.22	\$ 3,739.25	\$ 3,776.64
Annual	\$ 89,557.79	\$ 90,679.21	\$ 91,586.00	\$ 92,501.86	\$ 93,426.88	\$ 94,361.15	\$ 95,304.76	\$ 96,257.81	\$ 97,220.38	\$ 98,192.59

	31	32	33	34	35	36	37	38	39	40
Hourly	\$ 47.680	\$ 48.157	\$ 48.793	\$ 49.125	\$ 49.616	\$ 50.112	\$ 50.613	\$ 51.119	\$ 51.631	\$ 52.147
Bi-Weekly	\$ 3,814.40	\$ 3,852.55	\$ 3,903.40	\$ 3,929.98	\$ 3,969.28	\$ 4,008.98	\$ 4,049.07	\$ 4,089.56	\$ 4,130.45	\$ 4,171.76
Annual	\$ 99,174.51	\$ 100,166.26	\$ 101,488.42	\$ 102,179.60	\$ 103,201.40	\$ 104,233.41	\$ 105,275.75	\$ 106,328.50	\$ 107,391.79	\$ 108,465.71

	41	42	43	44	45	46
Hourly	\$ 52.668	\$ 53.195	\$ 53.727	\$ 54.264	\$ 54.807	\$ 55.355
Bi-Weekly	\$ 4,213.48	\$ 4,255.61	\$ 4,298.17	\$ 4,341.15	\$ 4,384.56	\$ 4,428.41
Annual	\$ 109,550.36	\$ 110,645.87	\$ 111,752.33	\$ 112,869.85	\$ 113,998.55	\$ 115,138.53

		1	2	3	4	5	6	7	8	9	10
140	Hourly	\$ 45.149	\$ 45.601	\$ 46.057	\$ 46.517	\$ 46.982	\$ 47.452	\$ 47.927	\$ 48.406	\$ 48.890	\$ 49.379
	Bi-Weekly	\$ 3,611.93	\$ 3,648.05	\$ 3,684.53	\$ 3,721.38	\$ 3,758.59	\$ 3,796.18	\$ 3,834.14	\$ 3,872.48	\$ 3,911.20	\$ 3,950.32
	Annual	\$ 93,910.19	\$ 94,849.29	\$ 95,797.78	\$ 96,755.76	\$ 97,723.32	\$ 98,700.55	\$ 99,687.56	\$100,684.43	\$101,691.28	\$102,708.19
		11	12	13	14	15	16	17	18	19	20
	Hourly	\$ 49.873	\$ 50.371	\$ 50.875	\$ 51.384	\$ 51.898	\$ 52.417	\$ 52.941	\$ 53.470	\$ 54.005	\$ 54.545
	Bi-Weekly	\$ 3,989.82	\$ 4,029.72	\$ 4,070.01	\$ 4,110.71	\$ 4,151.82	\$ 4,193.34	\$ 4,235.27	\$ 4,277.63	\$ 4,320.40	\$ 4,363.61
	Annual	\$103,735.27	\$104,772.63	\$105,820.35	\$106,878.56	\$107,947.34	\$109,026.81	\$110,117.08	\$111,218.25	\$112,330.44	\$113,453.74
		21	22	23	24	25	26	27	28	29	30
	Hourly	\$ 55.091	\$ 55.641	\$ 56.198	\$ 56.760	\$ 57.327	\$ 57.901	\$ 58.480	\$ 59.064	\$ 59.655	\$ 60.252
	Bi-Weekly	\$ 4,407.24	\$ 4,451.31	\$ 4,495.83	\$ 4,540.79	\$ 4,586.19	\$ 4,632.06	\$ 4,678.38	\$ 4,725.16	\$ 4,772.41	\$ 4,820.14
	Annual	\$114,588.28	\$115,734.16	\$116,891.50	\$118,060.42	\$119,241.02	\$120,433.43	\$121,637.77	\$122,854.14	\$124,082.69	\$125,323.51
		31	32	33	34	35	36	37	38	39	40
	Hourly	\$ 60.854	\$ 61.463	\$ 62.077	\$ 62.698	\$ 63.325	\$ 63.958	\$ 64.598	\$ 65.244	\$ 65.896	\$ 66.555
	Bi-Weekly	\$ 4,868.34	\$ 4,917.02	\$ 4,966.19	\$ 5,015.85	\$ 5,066.01	\$ 5,116.67	\$ 5,167.84	\$ 5,219.52	\$ 5,271.71	\$ 5,324.43
	Annual	\$126,576.75	\$127,842.51	\$129,120.94	\$130,412.15	\$131,716.27	\$133,033.43	\$134,363.77	\$135,707.41	\$137,064.48	\$138,435.12
		41	42	43	44	45	46				
	Hourly	\$ 67.221	\$ 67.893	\$ 68.572	\$ 69.258	\$ 69.950	\$ 70.650				
	Bi-Weekly	\$ 5,377.67	\$ 5,431.45	\$ 5,485.76	\$ 5,540.62	\$ 5,596.03	\$ 5,651.99				
	Annual	\$139,819.48	\$141,217.67	\$142,629.85	\$144,056.15	\$145,496.71	\$146,951.67				



McAlester City Council

AGENDA REPORT

Meeting Date:	June 26, 2018	Item Number:	14
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin	Budgeted Amount:	
Date Prepared:	June 18, 2018	Exhibits:	7

Subject

Discussion on Monthly Financial update.

Recommendation

Discussion

Discussion on City of McAlester's Financial update.

See attached reports.

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

TE

6-21-18

City of McAlester

Financial Summary as of MAY 31, 2018

Percentage of year complete: 91.67%

GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 724,393	\$ 724,393	\$ 724,393	
REVENUES	12,429,214	12,474,214	11,565,241	92.71%
EXPENDITURES	(13,674,905)	(13,521,213)	(12,053,943)	89.15%
REVENUES OVER (UNDER) EXPENDITURES	\$ (1,245,691)	\$ (1,046,999)	\$ (488,702)	
TRANSFERS IN	\$ 2,129,961	2,073,561	\$ 1,538,824	74.21%
TRANSFERS OUT	(884,270)	(1,059,270)	(810,590)	76.52%
NET TRANSFERS	\$ 1,245,691	\$ 1,014,291	\$ 728,234	
INCREASE (DECREASE) TO BALANCE	\$ -	\$ (32,708)	\$ 239,532	
ENDING BALANCE	\$ 724,393	\$ 691,685	\$ 963,925	

MPWA FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 541,427	\$ 541,427	\$ 541,427	
REVENUES	9,304,409	9,304,409	8,263,801	88.82%
EXPENDITURES	(6,748,859)	(6,805,259)	(6,017,457)	88.42%
REVENUES OVER (UNDER) EXPENDITURES	\$ 2,555,550	\$ 2,499,150	\$ 2,246,344	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(2,555,550)	(2,591,086)	(2,080,349)	80.29%
	\$ (2,555,550)	\$ (2,591,086)	\$ (2,080,349)	
INCREASE (DECREASE) TO BALANCE	\$ -	\$ (91,936)	\$ 165,995	
ENDING BALANCE	\$ 541,427	\$ 449,491	\$ 707,422	

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS -6/2018

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

				YTD	% of the year				Projected
				Collections	complete	Projected Year	Budget less	Budget	Annual
Fund			Budget for year	June 2018	(12/12)	End	Projected	(12/12)	Difference
01	General	2 cents	7,850,344	7,787,024	1.0000	7,787,024	63,320	7,850,344	(over budget)
26	Educational	0.25cent	981,293	973,378	1.0000	973,378	7,915	981,293	
30	Economic Development	0.25cent	981,293	973,378	1.0000	973,378	7,915	981,293	
38	Dedicated Sales Tax	1 cent	3,925,172	3,893,512	1.0000	3,893,512	31,660	3,925,172	
			13,738,102	13,627,293		13,627,293	110,809		110,809

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

				YTD	% of year				Projected
				Collections	collected	Projected Year	Budget less	Budget per 3	Annual
Fund			Budget for year	June 2018	(3 yr average)	End	Projected	year average	Difference
01	General	2 cents	7,850,344	7,787,024	1.0000	7,787,024	63,320	7,850,344	(over budget)
26	Educational	0.25cent	981,293	973,378	1.0000	973,378	7,915	981,293	
30	Economic Development	0.25cent	981,293	973,378	1.0000	973,378	7,915	981,293	
38	Dedicated Sales Tax	1 cent	3,925,172	3,893,512	1.0000	3,893,512	31,660	3,925,172	
			13,738,102	13,627,293		13,627,293	110,809		110,809

Current Year -

General Fund Collections

Collections Average based on General Fund Only

		2014-2015	%of year	2015-2016	%of year	2016-2017	%of year	3 yr average
679,584	JUL	678,826	0.0861	651,128	0.0821	634,582	0.0843	0.0842
664,662	AUG	639,149	0.0811	670,479	0.0845	652,685	0.0867	0.0841
616,855	SEP	637,490	0.0809	671,817	0.0847	621,415	0.0826	0.0827
649,405	OCT	646,480	0.0820	656,874	0.0828	610,556	0.0811	0.0820
634,858	NOV	609,468	0.0773	625,417	0.0788	619,561	0.0823	0.0795
618,712	DEC	673,245	0.0854	724,299	0.0913	612,319	0.0814	0.0860
683,471	JAN	713,781	0.0905	681,093	0.0858	672,962	0.0894	0.0886
693,366	FEB	728,463	0.0924	728,461	0.0918	644,877	0.0857	0.0900
582,683	MAR	627,860	0.0796	566,427	0.0714	579,901	0.0771	0.0760
606,891	APR	613,352	0.0778	644,363	0.0812	614,491	0.0817	0.0802
711,590	MAY	680,791	0.0864	666,458	0.0840	650,320	0.0864	0.0856
644,950	JUN	634,765	0.0805	648,722	0.0817	610,608	0.0812	0.0811
7,787,025		7,883,669	100%	7,935,538	100%	7,524,277	100%	

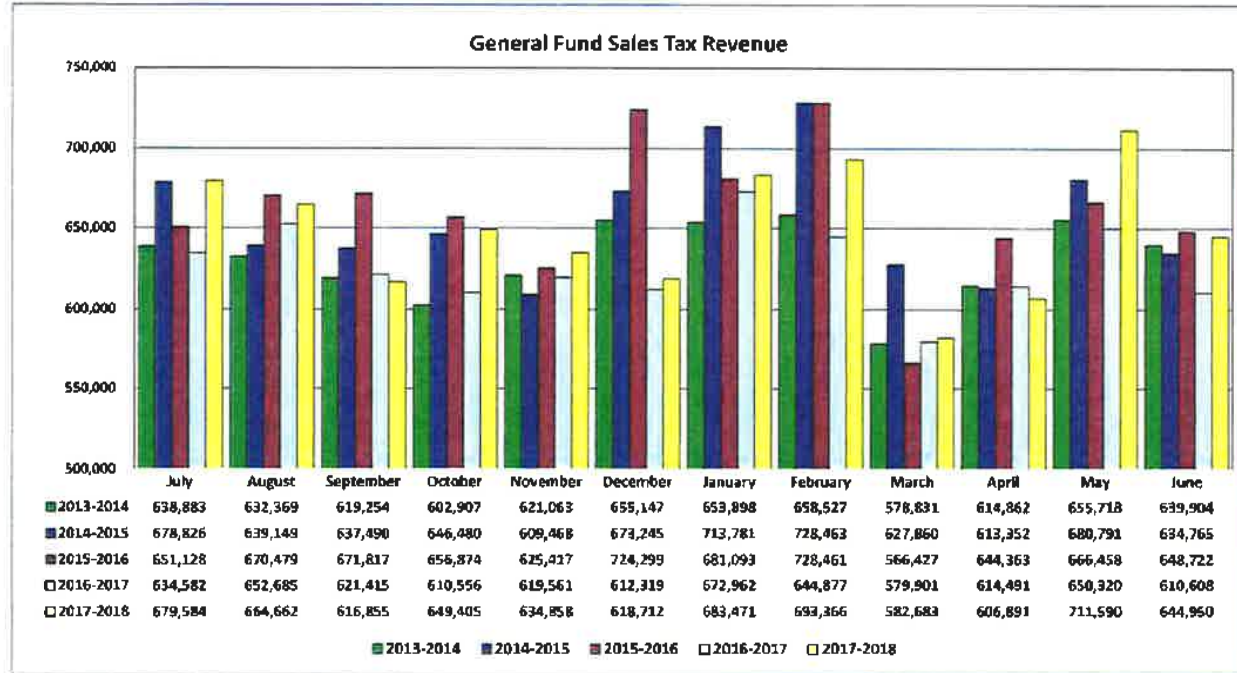
CITY OF MCALESTER
2017-2018 SALES TAX: BUDGETED VS ACTUAL

Total SalesTax											
Actual	Actual	Actual	Actual			Budget	Actual	(under)/		more than	
2013-14	2014-15	2015-16	2016-17			13,738,102	2017-2018	over budget		last year	
1,118,044	1,188,107	1,139,473	1,110,519	July	8.420%	1,156,748	1,189,272	32,524	2.81%	78,753	6.62%
1,106,645	1,118,510	1,173,338	1,142,199	August	8.300%	1,140,262	1,163,158	22,895	2.01%	20,959	1.80%
1,083,695	1,115,607	1,185,572	1,087,476	September	8.240%	1,132,020	1,079,496	(52,524)	-4.64%	(7,980)	-0.74%
1,055,087	1,131,339	1,149,566	1,068,472	October	8.150%	1,119,655	1,136,458	16,803	1.50%	67,986	5.98%
1,086,860	1,066,569	1,094,480	1,084,395	November	7.940%	1,090,805	1,111,001	20,195	1.85%	26,606	2.39%
1,146,506	1,178,224	1,267,664	1,071,559	December	8.770%	1,204,832	1,082,745	(122,086)	-10.13%	11,186	1.03%
1,144,320	1,249,117	1,184,698	1,177,683	January	8.760%	1,203,458	1,196,073	(7,384)	-0.61%	18,390	1.54%
1,152,422	1,271,648	1,274,824	1,128,535	February	9.040%	1,241,924	1,213,391	(28,534)	-2.30%	84,856	6.99%
1,012,954	1,078,314	991,248	1,016,414	March	7.580%	1,041,348	1,019,695	(21,653)	-2.08%	3,280	0.32%
1,076,008	1,073,393	1,127,634	1,075,360	April	8.010%	1,100,422	1,062,059	(38,363)	-3.49%	(13,301)	-1.25%
1,147,506	1,191,384	1,166,302	1,142,963	May	8.560%	1,175,982	1,245,282	69,300	5.89%	102,319	8.22%
1,119,832	1,110,838	1,135,263	1,068,564	June	8.230%	1,130,646	1,133,252	2,607	0.23%	64,689	5.71%
13,249,879	13,773,050	13,890,063	13,174,139		100%	13,738,102	13,631,882	(106,220)	-0.77%	457,743	3.36%

CITY OF MCALESTER
2017-2018 USE TAX: BUDGETED VS ACTUAL

Actual 2013-14	Actual 2014-15	Actual 2015-16	Actual 2016-17			Total Budget 831,795	Actual 2017-2018	(under)/ over budget		more than last year	
59,313	58,513	41,616	93,947	July	8.333%	69,313	80,420	11,107	16.02%	(13,527)	-16.82%
61,443	54,249	50,528	53,079	August	8.333%	69,313	82,148	12,834	18.52%	27,899	33.96%
47,849	65,698	55,845	55,625	September	8.333%	69,313	79,725	10,411	15.02%	14,027	17.59%
53,232	49,936	64,231	64,099	October	8.333%	69,313	102,907	33,594	48.47%	52,971	51.47%
53,959	56,840	54,870	110,278	November	8.333%	69,313	97,336	28,022	40.43%	40,495	41.60%
47,665	32,844	66,633	79,892	December	8.333%	69,313	94,581	25,267	36.45%	61,736	65.27%
54,984	50,932	65,934	174,928	January	8.333%	69,313	101,429	32,116	46.33%	50,498	49.79%
53,026	83,901	74,411	518,000	February	8.333%	69,313	165,109	95,796	138.21%	81,208	49.18%
46,178	51,167	48,228	67,664	March	8.333%	69,313	68,916	(398)	-0.57%	17,749	25.75%
51,593	48,362	58,857	58,320	April	8.333%	69,313	77,001	7,688	11.09%	28,640	37.19%
50,255	53,266	57,645	85,120	May	8.333%	69,313	84,443	15,129	21.83%	31,176	36.92%
49,619	54,575	66,519	65,206	June	8.333%	69,341	61,250	(8,091)	-11.67%	6,675	10.90%
629,114	660,283	705,315	1,426,157		100%	831,790	1,095,265	263,475	31.68%	399,547	36.48%

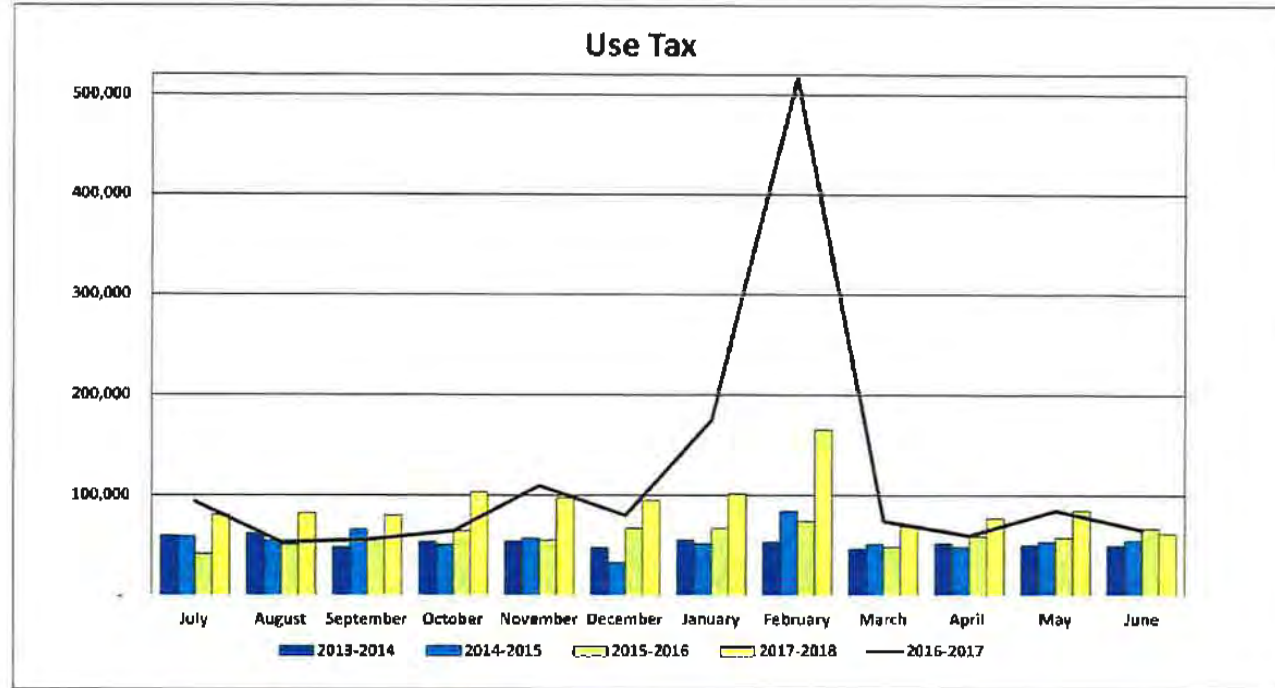
City of McAlester: Financial Update



GENERAL FUND - SALES TAX REVENUE

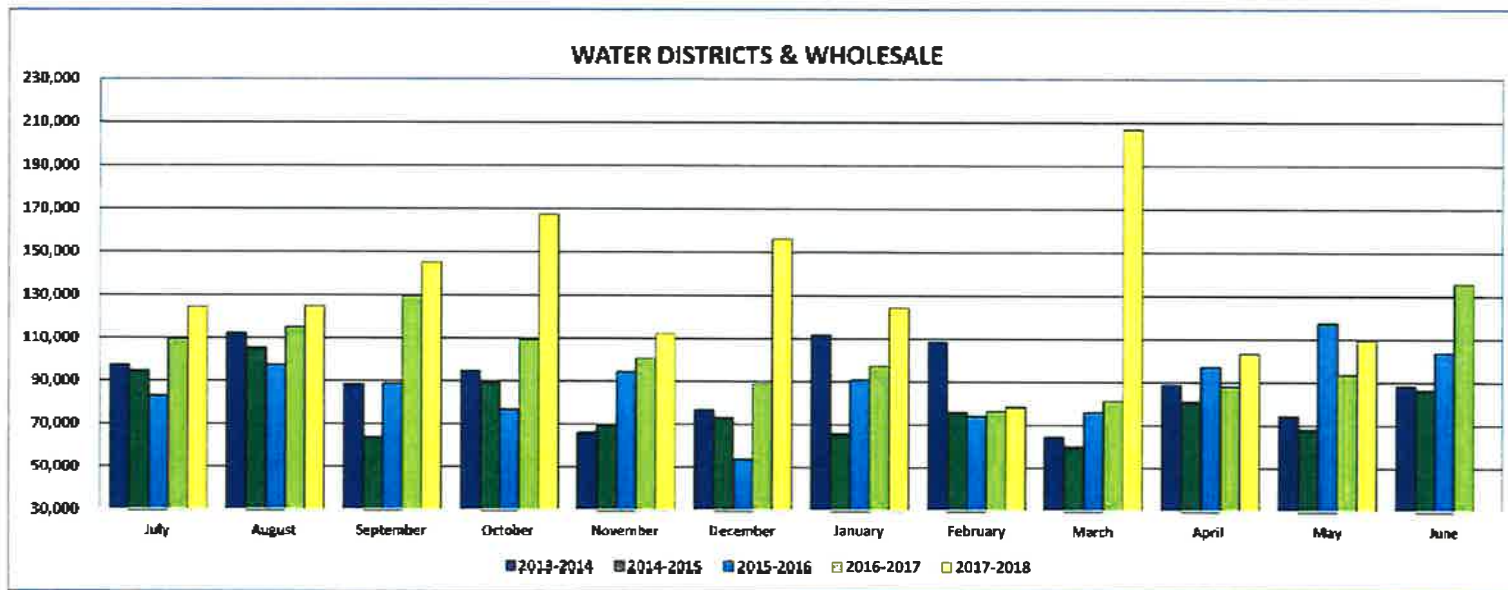
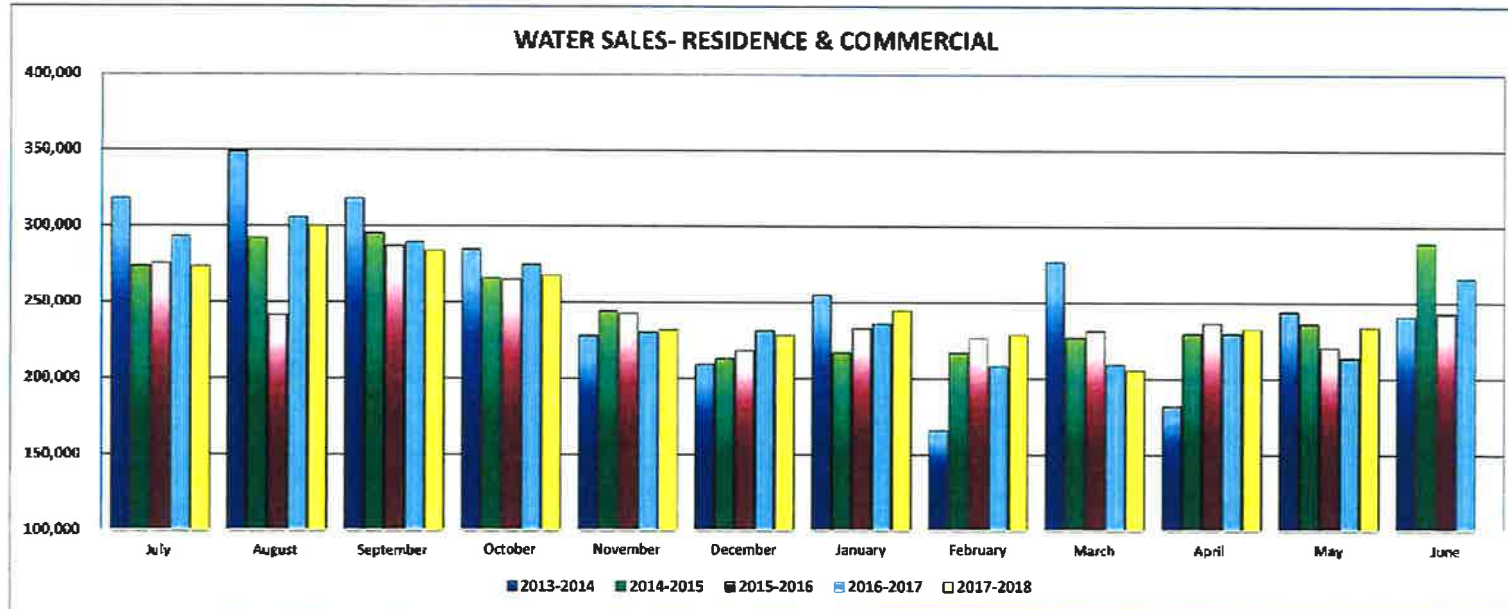
Year - to - Date Comparison					
Month	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
July	638,883	678,826	651,128	634,582	679,584
August	632,369	639,149	670,479	652,685	664,662
September	619,254	637,490	671,817	621,415	616,855
October	602,907	646,480	656,874	610,556	649,405
November	621,063	609,468	625,417	619,561	634,858
December	655,147	673,245	724,299	612,319	618,712
January	653,898	713,781	681,093	672,962	683,471
February	658,527	728,463	728,461	644,877	693,366
March	578,831	627,860	566,427	579,901	582,683
April	614,862	613,352	644,363	614,491	606,891
May	655,718	680,791	666,458	650,320	711,590
June	639,904	634,765	648,722	610,608	644,950
	7,571,363	7,883,669	7,935,538	7,524,277	7,787,024

GENERAL FUND REVENUES



USE TAX					
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
July	59,313	58,513	41,616	93,558	80,420
August	61,443	54,249	50,528	53,079	82,148
September	47,849	65,698	55,845	55,740	79,725
October	53,232	49,936	64,231	64,099	102,907
November	53,959	56,840	54,870	109,807	97,336
December	47,665	32,844	66,743	79,892	94,581
January	54,984	50,932	66,517	174,928	101,429
February	53,026	83,901	74,096	516,781	165,109
March	46,178	51,167	48,228	74,318	68,916
April	51,593	48,362	58,857	59,681	77,001
May	50,255	53,266	57,400	84,754	84,443
June	49,619	54,575	66,519	65,206	61,250
	629,114	660,283	705,448	1,431,842	1,095,265

MPWA REVENUES 2017-2018



CITY OF MCALESTER
TREASURY REPORT

MAY 2018

BANK/AGENCY	BALANCE 5/30/2018	HIGHEST BALANCE OF MONTH
FIRST NATIONAL BANK:		
POOLED CASH	\$ 11,339,514	\$ 12,074,470
PAYROLL	10,995	106,964
NON UNIFORM COUNCIL	-	4,356
2003 A BOND EDUCATIONAL	104,913	104,913
2003B/2004 ECONOMIC DEV	190,746	190,746
STATE FORFIETURE (PD REVOLVING EVIDENCE)	53,679	53,679
EMERGENCY FUND ACCOUNT	3,760,774	3,760,774
ECONOMIC DEVELOPMENT	770,906	770,906
WORKER'S COMP	65	89
SAVINGS (1044699)	2,926	2,926
CD - 73927	251,247	251,247
TOTAL	\$ 16,485,766	\$ 17,321,070
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(18,170,329)	(18,170,329)
(OVER)/UNDER PLEDGED	\$ (2,184,563)	\$ (1,349,259)

GENERAL FUND - CLAIM ON POOLED CASH =	<u><u>\$963,951</u></u>
MPWA - CLAIM ON POOLED CASH =	<u><u>\$688,486</u></u>

Council Chambers
Municipal Building
June 12, 2018

The McAlester Airport Authority met in Regular session on Tuesday June 12, 2018, at 6:00 P.M. after proper notice and agenda was posted June 8, 2018.

Present: Travis Read, James Brown, Jason Barnett, Weldon Smith & John Browne
Absent: Cully Stevens & 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 May 22, 2018, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending June 5, 2018. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 5,733.76.
- Confirm action taken on City Council Agenda Item 1, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2018-2019; providing for severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

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

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

Chairman Browne declared the motion carried.

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

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 12, 2018

The McAlester Public Works Authority met in Regular session on Tuesday June 12, 2018, at 6:00 P.M. after proper notice and agenda was posted June 8, 2018.

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

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

- Approval of the Minutes from the May 22, 2018, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending June 5, 2018. *(Toni Ervin, Chief Financial Officer)* in the amount of \$ 43,855.97.
- Confirm action taken on City Council Agenda Item 1, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2018-2019; providing for severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, authorization for the Mayor to sign the Contractor's Final Pay Estimate No. 3 - Final for the contract with KATCON, Inc. for the Cardinal Lane Curb and Gutter Project and accept the project as completed. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*
- Confirm action taken on City Council Agenda Item 8, authorization for the Mayor to sign the Contractor's Final Pay Estimate No. 1 - Final and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Emergency Canal Wall Replacement at 1000 E. Miami and accept the project as completed. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*
- Confirm action taken on City Council Agenda Item 9, acceptance of the bid amount of \$32,500.00 from MJM Construction, LLC and authorizing the Mayor to sign the Notice of Award for the Canal Wall and Floor Repair, 910 East Park Avenue. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*
- Confirm action taken on City Council Agenda Item 10, acceptance of the bid amount of \$31,200.00 from MJM Construction, LLC and authorizing the Mayor to sign the Notice of Award for the Canal Wall Repair, 1000 East Seneca Avenue. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*
- Confirm action taken on City Council Agenda Item 11, authorization for the Mayor to sign Change Order # 1 from Built Right Construction, LLC in the amount of \$2,775.00

and an additional 7 days. This will add approximately 32 square yards of concrete floor matching the length of the new wall going in for the Canal Wall Repair 703 S. 12th Street Project. (*Robert Vaughan, Infrastructure Solutions Group, LLC*)

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

AYE: Brown, Read, Smith, Barnett & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

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

AYE: Trustees Brown, Read, Smith, Barnett & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 22, 2018

The McAlester Retirement Trust Authority met in Regular session on Tuesday, May 22, 2018, at 6:00 P.M. after proper notice and agenda was posted May 21, 2018.

Present: Travis Read, Weldon Smith, James Brown, Cully Stevens, Jason Barnett, Buddy Garvin & John Browne
Absent: None
Presiding: John Browne, Chairman

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

- Approval of the Minutes from the April 24, 2018 Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of May, 2018. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 97,236.67.

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

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

Chairman Browne declared the motion carried.

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

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary