



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, November 13, 2018 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

RECOGNITION AND AWARDS

Employee of the Month for September is Aaron Boatright of the McAlester Fire Department.
(John Browne, Mayor)

Employee and Volunteer of the Month for October is Doug Basinger, Safety Officer and Stephanie Giacomo, Pride in McAlester Executive Director.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the October 23, 2018, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for October 17, 2018 through November 6, 2018. *(Toni Ervin, Assistant City Manager)*
- C. Accept and place on file the McAlester Defense Support Association 3rd Quarter report. *(Jessica Gregg, Executive Director)*
- D. Accept and place on file the Pride in McAlester Quarterly Report for the months of July to September, 2018. *(Stephanie Giacomo, Executive Director)*
- E. Consider and act upon, entering into an updated lease agreement with Pitney Bowes, the lessor of our postage equipment, to begin on 1/30/2019. The equipment included will lower costs and better fit our mailing needs. *(Toni Ervin, Assistant City Manager)*
- F. 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)*
- G. Discussion and possible action, on approval of an agreement for mutual aid between McAlester Ammunition Plant and City of McAlester Fire Department. *(Brett Brewer, Fire Chief)*
- H. Consider and act upon, an agreement between Intermedix and the City of McAlester in regards to ambulance billing. *(Brett Brewer, Fire Chief)*

- I. Consider and act upon, a request by Charles Everett, on behalf of Savanna High School, to partner with them for the rental fee and use of Room #101 of the McAlester Expo Center, for their annual ACT Prep Testing. *(Billy Sumner, Expo Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

AN ORDINANCE TO CLOSE THE ALLEY THAT LIES BETWEEN LOTS 1 AND 6, IN BLOCK 640, SOUTH MCALESTER, CITY OF MCALESTER, IN PITTSBURG COUNTY, STATE OF OKLAHOMA.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 6, ALCOHOL AND NONINTOXICATING BEVERAGES, ARTICLE II, DIVISION 1, SECTION 6-28, EMPLOYMENT OF MINORS; REPEALING ALL CONFLICTING ORDINANCES.

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 102, TRAFFIC AND VEHICLES, ARTICLE VI, DIVISION 2, SECTION 102-302, APPLICATION; REPEALING ALL CONFLICTING ORDINANCES.

SCHEDULED BUSINESS

1. Approval and reading of 2018 US Census Bureau Partner Proclamation for Census 2020. *(Jayme Clifton, Community Development Director)*

Executive Summary

Motion to approve the 2018 US Census Bureau Partner Proclamation for Census 2020.

2. Consider and act upon, an Ordinance to close the alley lying between Lots 1 and 6, in Block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma, subject to the special condition that a utility easement be maintained. *(Jayme Clifton, Community Development Director)*

Executive Summary

Motion to approve and act upon the Ordinance to close the alley lying between Lots 1 and 6, in Block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma, subject to the special condition that a utility easement be maintained, and to authorize the Mayor to sign the Ordinance.

3. Consider and act upon, a request for the temporary installation of trailers to be used as mobile offices or classrooms for public health, safety, and educational purposes on properties located at 501 S C Street, described as Lots 1 through 12, in Block 484, South McAlester, Pittsburg County, State of Oklahoma and at 600 W Madison Avenue, described as Lots 1 through 6, Block 230 & the Closed Alley Lying Therein, South McAlester, Pittsburg County, State of Oklahoma. *(Jayme Clifton, Community Development Director)*

Executive Summary

Motion to approve a request for the temporary installation of trailers to be used as mobile offices or classrooms for public health, safety, and educational purposes on properties located at 501 S C Street, described as Lots 1 through 12, in Block 484, South McAlester, Pittsburg County, State of Oklahoma and at 600 W Madison Avenue, described as Lots 1 through 6, Block 230 & the Closed Alley Lying Therein, South McAlester, Pittsburg County, State of Oklahoma, to determine the duration of such occupancy, and to authorize the Mayor to sign the approval form.

4. Consider and act upon, amendment of an ordinance of the City of McAlester; Chapter 6, Alcohol and Non-intoxicating Beverages, Article II, Division I, Section 6-28, Employment of Minors, repealing all conflicting ordinances. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve the ordinance amending Chapter 6, Article II, Division I, Section 6-28, Employment of Minors.

5. Consider and act upon, the amendment of an ordinance of the City of McAlester; Chapter 102, Traffic and Vehicles, Article VI, Division 2, Section 102-302, Application, repealing all conflicting ordinances. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve an ordinance amending Chapter 102, Article VI, Division 2, Section 102-302, amending the parade application time period from the previous period of 7-10 days to the new period of 60-180 days.

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

Executive Summary

Motion to approve the purchase of communications equipment with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

7. 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 Replacement, 415 S. "A" 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 \$44,540.00 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Replacement, 415 S. "A" and accept the project as completed.

8. Consider and act upon, awarding the bid in the amount of \$35,460.00, for Cat 6a Cabling, switches, and server racks for new Police Department (Federal Building). *(James Stanford, IT Computer Support Specialist)*

Executive Summary

Motion to approve the award of the bid to BizTel, 906 E. Wyandotte Ave, McAlester, OK 74501.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY THE COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 23, 2018, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending November 6, 2018. *(Toni Ervin, Assistant City Manager)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the October 23, 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 November 6, 2018. *(Toni Ervin, Assistant City Manager)*

- 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 Canal Wall Replacement, 415 S. "A" Street and acceptance of the project as completed. (*Robert Vaughan, Infrastructure Solutions Group*)

ADJOURN MPWA

RECONVENE COUNCIL MEETING

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, October 23, 2018, at 6:00 P.M. after proper notice and agenda was posted, October 22, 2018 at 12:15 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, James Brown, Buddy Garvin, Zach Prichard & John Browne

Absent: None

Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager; Toni Ervin, Asst. City Manager; Kirk Ridenour, Economic Development Director; Doug Basinger, Risk Mgmt./Safety Officer; Billy Sumner, Tourism/Expo Manager; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizens Comments on Non-Agenda Items

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

Joe Ervin, 600 E. South Ave. addressed the Council regarding the reinstitution of "Student Government Day". He stated that he had discussed this with Brian Walters, Government teacher at McAlester High School. He explained the concept of "Student Government Day" and how it encouraged the students to get involved with local government and what was going on in their community. He stated that he had spoken with Manager Stasiak and had his tentative approval but wanted to speak to the Council about this matter also.

Consent Agenda

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

- A. Approval of the Minutes from the October 9, 2018, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)

- B. Approval of Claims for October 3, 2018 through October 16, 2018. *(Toni Ervin, Assistant City Manager)* In the following amounts: General Fund - \$138,089.32; Parking Authority - \$182.51; Nutrition - \$2,128.20; Landfill Res./Sub-Title D - \$4,726.00; Tourism Fund - \$4,413.82; SE Expo Center - \$20,660.00; E-911 - \$45,677.76; Economic Development - \$29,897.05; Fleet Maintenance - \$7,312.38; Worker's Compensation - \$1,750.00; CIP Fund - \$23,598.00; Stormwater Fund - \$5,088.88 and Infrastructure Fund - \$62,634.47.
- C. Consider and act upon, approval of an Assignment and Assumption Agreement, consenting to the change of assignment regarding Consolidated Benefits Resources. *(Peter Stasiak, City Manager)*

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

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

Mayor Browne declared the motion carried.

Councilman Garvin moved to open a Public Hearing to address two (2) proposed ordinances. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:06 P.M.

Public Hearing

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, DEDICATING A PLATTED ROADWAY LOCATED IN TOWNSITE ADDITION NO. 5 (TSA NO. 5) PITTSBURG COUNTY, OKLAHOMA. BEING FORTY FEET (40') IN WIDTH AND FIVE HUNDRED FEET (500') IN LENGTH, LOCATED BETWEEN TSA 5 LOT NOS. SIXTY EIGHT (68) AND EIGHTY EIGHT (88) AS A PUBLIC STREET OF THE CITY OF MCALESTER, OKLAHOMA, MORE COMMONLY KNOWN AND NAMED EAST KIOWA AVENUE, AND DECLARING AN EMERGENCY.

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2626 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2018-2019; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

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

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

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:06 P.M.

Scheduled Business

1. Consider and act upon, to approve the Developer Agreement in form only, for “Shops At McAlester,” located at the southwest corner of 14th street and the George Nigh Expressway, in the City of McAlester, Oklahoma. (Kirk Ridenour, Economic Development)

Executive Summary

The attached Developer Agreement is ready for consideration and approval by the council as to form only.

Joe Ervin addressed the Council explaining that the Council had the proposed final Developer Agreement. He stated that the agreement had been approved by the developer. He commented that there were a few minor changes such as the name of the contracting party was changed to reflect “The Shops at McAlester, LLC”, which was an entity they created for the project. He added that some of the language had been cleaned up to show what the parties were agreeing to. Mr. Ervin stated that there was some concern about confidentiality regarding financial information pertaining to sub-contractors and the stores that were going into the center. He explained that the number of restaurants had changed from four (4) to three (3) and a clause regarding the opening of duplicate stores or restaurants had been added. He stated that other than the changes made it was the same agreement that the Council had previously approved as to form, but the Developer had signed this one.

Director Ridenour addressed the Council informing them that they all should have a letter in their packets from Gene Murphy, co-owner of the Tandy Town Shopping Center concerning the possibility of tenants relocating to the new shopping center.

Mayor Browne commented that the agreement already contained a clause addressing that matter.

There was no further discussion, and a motion to approve the agreement as to form was made by Councilman Smith. The motion was seconded by Councilman Read, and the vote was taken as follows:

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

NAY: Councilman Prichard & Stevens

Mayor Browne declared the motion carried.

Councilman Read moved to recess the meeting to convene the McAlester Economic Development Authority. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried and the Regular Meeting was recessed at 6:14 P.M.

The Regular Meeting was reconvened at 6:16 P.M.

2. Presentation of Financial Reporting Under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of July 1, 2018. (Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P.)

Executive Summary

Motion to accept and place on file the Actuarial Report for period ending July 1, 2018.

Bruce Nordstrom FSA, EA, MAAA, Senior Consulting Actuary, McQueary Henry Bowles Troy, L.L.P., addressed the Council presenting the July 1, 2018 Funding Report for the City of McAlester's Defined Benefit Retirement Plan and Trust and the June 30, 2018 Financial Reporting Under GASB Statements 67 and 68.

He explained that the reason he was presenting two (2) reports was due to the change that had been made in how Retirement benefits were reported on the City's financial reports. He then reviewed the recommended Annual Contribution and how the Assets and Liabilities of the Plan were reacting to the changes that had been made to the Plan.

Mr. Nordstrom explained how the Actuarial Valuation was calculated, and the significant risks that the Plan faced.

There was a brief discussion concerning how the Plans investments were tied to the Stock Market, how well the Plan was doing and how the Plan was balanced, how the funding was calculated, and the different options the City could take to help reduce the liability of the Plan.

Mr. Nordstrom stated that the way the Plan had worked out since the freeze, the City could not have hoped for a better performance.

There was no vote on this item.

3. Discussion on the residential sewer drainage located at 411 and 415 East Miami Ave.
(*Peter Stasiak, City Manager*)

Executive Summary

Discussion.

Manager Stasiak addressed the Council explaining that he had been contacted by Cody Nelson regarding sewer problems at 411 and 415 E. Miami. He commented that the City had done an extensive investigation into the matter and have made recommendations to the owners. He stated that there was no City right-of-way for the problem area, it was a public sewer line and he did not recommend that the City trying to solve the problem since it was private property.

Utility Maintenance Supervisor Dalton Carlton addressed the Council explaining that he had worked with George Marcangeli and they had determined that the houses had been built in 1905 and 1930 and that no improvements had been made to the sewer in that area. He informed the Council of an option that could correct the problem with the two (2) houses but the community sewer line would eventually cause problems for the houses that remained connected to it.

There was discussion regarding where the break was located in the line, and how the City could gain access to address the break.

Councilman Read commented that he believed that the City had an obligation to provide sewer service to the homes located in that area.

There was further discussion concerning the City repairing the break in the line, installing a new sewer line that the houses at 411 and 415 E. Miami would have access to, and eventually the other properties being given access to, if there was any legal liability to the City, the home owners working together to fix the problem, the cost of a new sewer line and what the process was that the City would have to follow to install a new sewer line.

Cody Nelson, 411 E. Miami addressed the Council stating that he had been attempting to repair the sewer line, but the old line continued to crumble as he was replacing it.

There was discussion concerning Manager Stasiak working with Mr. Nelson on an agreement, how long it would take to bring a plan back to the Council, getting the cost estimates and then bringing it back to the Council for consideration.

There was no vote on this item.

4. **TABLED FROM OCTOBER 9TH, 2018 COUNCIL MEETING:** Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205245-ME. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 205245-ME.

Doug Basinger Safety/Risk Management Officer addressed the Council explaining that on July 31, 2018 there was a water line break at 807 E. Indiana. He stated that the line had been repaired the next day, but the home owner was claiming that his drive had been damaged. He informed the Council that OMAG, the City's liability insurance provider, the City's Utility Maintenance Department and the City's Street Department could not find any damage or liability on the City's part.

There was discussion concerning the repairs that had been done, what repairs were still needed to be done, the claimed water damage in the houses garage and there not being any evidence that the garage or house had flooded.

A motion to concur with Oklahoma Municipal Assurance Group's recommendation to deny Claim No. 205245-ME was made by Councilman Read. The motion was seconded by Councilman Smith.

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

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

NAY: Councilman Brown

Mayor Browne declared the motion carried.

5. Consider and act upon, approval of an ordinance of the City of McAlester; authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately, repealing all conflicting ordinances. (*Peter Stasiak, City Manager*)

Executive Summary

Motion to approve the ordinance authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately.

Director Horinek addressed the Council explaining that in August of 1976 the City passed Ordinance No. 1497 annexing lots 68, 88 and 89 Townsite Addition #5 to the city limits of McAlester. He stated that a platted 40 foot wide roadway between lot 68 and 88 was included in the annexation. Director Horinek continued commenting that in September of 1976 Robert and Margaret Schiller and Wal-Mart Properties, Inc. filed a joint easement to the City of McAlester for re-opening on and across prior streets, Kiowa and Comanche Avenue for use across lots 68 and 88, Townsite Addition #5. He added that in May of 2017 Harve Taylor and Wal-Mart began concrete repairs and joint sealing of the 40 foot platted roadway between lots 68 and 88 and asked the City of McAlester to accept a 500 foot long by 40 foot wide strip as E. Kiowa Avenue east of U.S. 69 Highway right-of-way upon completion of repairs and joint sealing. He stated that on June 15, 2018 he and Special Projects Engineer, George Marcangeli inspected the repairs and joint sealing work and indicated that it was acceptable to the City of McAlester.

Councilman Read asked why this road needed to be a City street, it was access to the shopping center and the City was being asked to take over maintenance of a private road.

Director Horinek commented that the Oklahoma Department of Transportation (ODOT) preferred not to put stop signs on private roads connected to state road. He added that the repairs that had been done were very good.

There was discussion concerning ODOT's plans of building a limited access highway, putting in Texas turn arounds at Wade Watts and south of Jimmy's Egg restaurant, making this a public street to remove ODOT's problem, the City having eighteen (18) months to come up with solutions to keep Wade Watts a two (2) way street, the roadway being a Townsite Addition roadway that is public and if ODOT was planning to prevent from one side of the highway to the other side.

ORDINANCE NO. 2639

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, DEDICATING A PLATTED ROADWAY LOCATED IN TOWNSITE ADDITION NO. 5 (TSA NO. 5) PITTSBURG COUNTY, OKLAHOMA. BEING FORTY FEET (40') IN WIDTH AND FIVE HUNDRED FEET (500') IN LENGTH, LOCATED BETWEEN TSA 5 LOT NOS. SIXTY EIGHT (68) AND EIGHTY EIGHT (88) AS A PUBLIC STREET OF THE CITY OF MCALESTER, OKLAHOMA, MORE COMMONLY KNOWN AND NAMED EAST KIOWA AVENUE, AND DECLARING AN EMERGENCY.

A motion to adopt **ORDINANCE NO. 2639** was made by Councilman Brown and seconded by Mayor Browne. There was no further discussion, and the vote was taken as follows:

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

NAY: Councilman Prichard

Mayor Browne declared the motion carried.

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

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

NAY: Councilman Prichard

Mayor Browne declared the motion carried.

6. Consider and act upon, an Ordinance amending Ordinance No. 2626 which established the budget for fiscal year 2018-2019; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Assistant City Manager)*

Executive Summary

Motion to approve the budget amendment ordinance.

Assistant Manager Ervin addressed the Council reviewing the exhibits to the Budget Amendment. She explained that this amendment dealt with the Airport grant from the Federal Aviation Administration and accounted for all of the transfers and appropriations.

ORDINANCE NO. 2640

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2626 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2018-2019; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There was no discussion and a motion to approve **ORDINANCE NO. 2640** was made by Councilman Smith. The motion was seconded by Councilman Garvin, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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

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

Mayor Browne declared the motion carried.

7. Discussion on Monthly Financial update. *(Toni Ervin, Assistant City Manager)*
Executive Summary
Discussion on City of McAlester's Financial update.

Assistant Manager Ervin addressed the Council explaining that the City was a quarter percent (1/4%) through the fiscal year. She then reviewed the City's financial status as of September 30, 2018. She stated that the General Fund was on budget, the MPWA was a little over budget on revenue and expenses were below budget. She reviewed the Sales and Use Tax graphs, the MPWA revenues and added that both Funds were doing well.

Assistant Manager Ervin reviewed the City's current Bonds, explained how their payments were handled and how each affected the City's Budget and then reviewed the Treasury Report.

There was a brief discussion concerning the 2003A School Bond, how that account could be closed, and if the Budget was done in monthly increments.

There was no vote on this item.

New Business

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

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that crews were working on "A" Street. He explained that the water line was replaced and new valves were installed. He stated that panels were also being replaced while the crews were working in that area. He added that while the City was working on "A" Street A-OK Railroad replaced all of the asphalt in between the tracks.

Manager Stasiak reported that the sewer line behind the Post Office had been a challenge, there was a lot of rock in that area. He stated that the Utility Maintenance Department felt they would be finished with the line this week and then the Street Department would be in to finish with asphalt.

Remarks and Inquiries by City Council

Councilmen Smith and Prichard did not have any comments for the evening.

Councilman Stevens asked if Pride In McAlester helped with the Recycling Center and if they furnished the employees. He then asked for more information on the Center.

Manager Stasiak informed the Councilman that the City with help from Pride In McAlester managed the Recycling Center and Ki Bois provided the employees.

Councilman Read congratulated Toni Ervin on her selection as Assistant City Manager. He then expressed appreciation for A-OK Railroad.

Councilman Brown congratulated Ms. Ervin on her selection as Assistant City Manager and commented that he hoped the next CFO was as transparent as she had been.

Councilman Garvin congratulated Ms. Ervin on her selection as Assistant City Manager. He then expressed appreciation for the work that PSO was doing in the hurricane affected areas of the country.

Mayor's Comments and Committee Appointments

Mayor Browne congratulated Ms. Ervin on her selection as Assistant City Manager and Councilman Garvin on his retirement. He then thanked all of the City employees for their work.

Recess Council Meeting

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

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

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

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:44 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:45 P.M.

Councilman Smith moved to recess the Regular Meeting for an Executive Session in accordance with Title 25, Section 307.B.4, for Confidential communications between a public body and its attorney concerning pending investigation, claims, or actions. The motion was seconded by Councilman Read. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was recessed at 7:45 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.4 et.seq. Oklahoma Statutes, to wit:

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

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:33 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.4, for Confidential communications between a public body and its attorney concerning pending investigation, claims, or actions. Only that matter was discussed, no action was taken and the Council returned to open session at 8:33 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:33 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**October 17, 2018
Thru
November 6, 2018**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	KAREN BOATRIGHT	I-201810251370	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-OML OKMULGEE	089442	69.31
	GEORGE GOMEZ	I-201810251371	01 -5225331	EMPLOYEE TRAV TRAVEL EXP-OGITA CONF	089443	143.34
	TONI ERVIN	I-201810251372	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-OMCTFOA FALL CONF	089444	197.59
	SHEILA MALDONADO	I-201810251373	01 -5215202	OPERATING SUP HALLOWEEN CANDY	089445	112.24
	CORA MIDDLETON	I-201810251379	01 -5212331	EMPLOYEE TRAV TRAVEL EXP-OMCTFOA FALL CONF	089446	185.23
01-A00026	AT & T LONG DISTANCE					
		I-201810181367	01 -5215315	TELEPHONE UTI PHONE UTILITY-LONG DISTANCE	089431	47.69
01-A00202	ADT SECURITY SERVICES					
		I-677323708	01 -5542308	CONTRACTED SE SECURITY ALARM	089481	46.79
01-A00267	AIRGAS, INC					
		I-9081312730	01 -5432202	OPERATING SUP OXYGEN-EMS	089484	92.83
01-A00362	VYVE BROADBAND					
		I-201810181365	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	089432	62.95
		I-201810251374	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STAT 2	089447	62.95
		I-201810311395	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP	089462	62.95
		I-201810311395	01 -5547328	INTERNET SERV INTERNET SVS-OAK HILL	089462	62.80
		I-201810311395	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	089462	88.90
01-A00500	AMERICAN MUNICIPAL SERV					
		I-SEPT 2018	01 -2105	COLLECTION AG COLLECTIONS PAYABLE	089487	6,455.92
01-A00751	ATWOODS					
		C-4718/9	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089489	33.98-
		I-4687/9	01 -5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089489	67.97
01-B00180	UNION IRON WORKS, INC.					
		I-S2103664.001	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089492	157.25
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2391318.003	01 -5548203	REPAIRS & MAI LIGHTS AT WEST SEWER PLAN	089495	1,410.00
		I-S2424819.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089495	29.68
		I-S2428162.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089495	35.91
		I-S2428420.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089495	14.84
		I-S2428815.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089495	78.78
		I-S2429044.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089495	89.05
		I-S2429880.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089495	11.07
01-B00650	BWI TEXARKANA, INC.					
		I-1498621	01 -5544206	CHEMICALS PESTICIDE	089498	492.96
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201810311392	01 -5215314	GAS UTILITY GAS UTILITY-EMER RESP	089465	246.43
		I-201810311392	01 -5215314	GAS UTILITY GAS UTILITY-315 E KREBS	089465	28.48

PACKET : 17027 17030 17031 17039 17048 17050

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00456	CIMMARON HOTEL					
		I-MIDDLETON (3)	01 -5212331	EMPLOYEE TRAV 3 NIGHTS-OMCTFOA CONF	089500	290.16
01-D00684	DR. JASON MCELYEA					
		I-201811071398	01 -5432308	CONTRACTED SE CONTRACT EMS SVS-10/16-10/31	089515	1,071.00
01-E00024	STANLEY RAY OWENS DBA E					
		I-3592	01 -5542203	REPAIRS & MAI 4 MOS BATHROOM SVS-ARCHER	089516	120.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-NOV 2018	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-NOV 2018	089460	3,233.33
01-E00268	ESO SOLUTIONS, INC					
		I-INV00009270	01 -5225349	SOFTWARE MAIN FH CLOUD FEE 18-19	089521	1,899.00
01-F00020	FAITH MARKETING SOLUTIO					
		I-0D14011581	01 -5431329	PROMOTIONAL TABLE COVER	089523	189.11
01-F00032	FASSIO'S FITNESS, LLC					
		I-SEPT18-JUNE19 MEMB	01 -5321330	DUES 18-19 MEMBERSHIP PD	089524	1,250.00
		I-SEPT18-JUNE19 MEMB	01 -5431330	DUES & SUBSCR 18-19 MEMBERSHIP FD	089524	1,250.00
01-F00037	FASTENAL					
		I-OKMCA168395	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089525	13.24
01-G00010	G C RENTAL CENTER, INC					
		I-54637	01 -5865218	STREET REPAIR EQUIPMENT RENTAL FEE	089528	59.50
		I-54698	01 -5865218	STREET REPAIR EQUIPMENT RENTAL FEE	089528	139.99
01-I00049	IDEAL CLEANING					
		I-3304	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS-OCT 2018	089532	1,915.00
01-J00110	JACKIE BRANNON CORR. CT					
		I-OCT2018CEM	01 -5547308	CONTRACTED SE INMATE FEES-CEMETERY	089535	405.00
		I-OCT2018PKWY	01 -5542308	CONTRACTED SE INMATE FEES-PARKS	089535	405.00
01-J00121	JAMESCO ENTERPRISES, LL					
		I-19271	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	089536	538.98
01-J00340	JIM WOOD REFRIGERATION					
		I-18-19987	01 -5548203	REPAIRS & MAI ICE MACHINE @ 1600 COLLEG	089537	2,816.22
		I-18-20136	01 -5548316	REPAIRS & MAI MISC REPAIRS	089537	255.00
01-L00067	COMPLIANCE RESOURCE GRO					
		I-48286	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	089541	50.00
		I-48287	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	089541	100.00
		I-48288	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	089541	50.00
		I-48289	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	089541	52.00

PACKET : 17027 17030 17031 17039 17048 17050

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-L00380	LOCKE SUPPLY CO.					
		I-35666280-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089542	81.42
		I-35696523-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089542	5.91
01-L00428	LOWE'S CREDIT SERVICES					
		I-002417	01 -5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	089543	12.34
		I-02059	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089543	51.07
		I-07737	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089543	20.85
		I-902128	01 -5548203	REPAIRS & MAI REPAIR & MAINT ITEMS	089543	61.73
		I-9906263	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089543	10.16
01-M00280	MEGAPATH CLOUD COMPANY,					
		I-8750162	01 -5215315	TELEPHONE UTI PHONE UTILITY-LONG DIST	089449	424.42
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MOE101072	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	089547	107.18
		I-MOE102104	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	089547	498.67
01-M00590	MOSS WRECKER SERVICE					
		I-002475	01 -5652319	DEMOLITION DEMOS (9)	089548	3,489.00
		I-002476	01 -5652319	DEMOLITION DEMOS (9)	089548	4,490.00
		I-002611	01 -5652319	DEMOLITION DEMOS (9)	089548	4,190.00
		I-002612	01 -5652319	DEMOLITION DEMOS (9)	089548	4,195.00
01-MC0050	MCALISTER CHAMBER OF CO					
		I-7381	01 -5542331	EMPLOYEE TRAV LEADERSHIP MC-BARNES	089550	395.00
		I-7381	01 -5653331	EMPLOYEE TRAV LEADERSHIP MC-WHITIN	089550	395.00
01-MC0095	RICK MCFADDEN					
		I-003148	01 -5542316	REPAIRS & MAI FENCE REPAIRS	089551	1,350.00
01-MC0098	MCALEE & TAFT					
		I-551301	01 -5210302	CONSULTANTS/L LEGAL FEES	089552	400.00
01-MC0146	PITTSBURG COUNTY EMERGE					
		I-NOV 2018	01 -5101353	PITTSBURG EME EMER MNGT SVS-NOV 2018	089554	4,166.67
01-N00028	NATHAN R OSBORNE DBA SO					
		I-SOS-2018-16	01 -5652318	ABATEMENTS CONTRACT ABATEMENT MOWING	089555	340.00
		I-SOS-2018-17	01 -5652318	ABATEMENTS CONTRACT ABATEMENT MOWING	089555	345.00
01-N00250	MCALISTER NEWS CAPITAL					
		I-17 renewal 18-19	01 -5652317	ADVERTISING & PCD PAPER SUBSCRIPTION	089556	203.88
		I-300022364	01 -5212317	ADVERTISING & COUNCIL & MISC PUBLICATIO	089556	14.80
		I-300022366	01 -5212317	ADVERTISING & COUNCIL & MISC PUBLICATIO	089556	34.60
		I-300022579	01 -5212317	ADVERTISING & COUNCIL & MISC PUBLICATIO	089556	18.70
		I-300022580	01 -5212317	ADVERTISING & COUNCIL & MISC PUBLICATIO	089556	18.10
		I-300022585	01 -5211317	ADVERTISING & BID ADVERTISEMENT FEES	089556	83.13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000039	OCCUPATIONAL MEDICINE					
		I-10/13/18	01 -5653348	DRUG TESTING/ PHYSICAL AGILITY TESTING	089558	392.00
01-000160	OKLA ASSOC. CHIEF/POLIC					
		I-18-19 WANSICK	01 -5321202	OPERATING SUP 18-19 MEMBERSHIP-WANSICK	089562	90.00
01-000276	OKLA DEPT OF PUBLIC SAF					
		I-21-1900994	01 -5225349	SOFTWARE MAIN OLETS MOBILE ACCESS	089565	50.00
		I-21-1901029	01 -5225349	SOFTWARE MAIN OLETS MOBILE ACCESS	089565	50.00
		I-24-1902254	01 -5225349	SOFTWARE MAIN OLETS MOBILE ACCESS	089565	50.00
01-000303	OKLA MUNICIPAL JUDGES A					
		I-HACKLER OCT 2018	01 -5214331	EMPLOYEE TRAV JUDGE'S CONFERENCE	089566	150.00
01-000380	OKLA ST FIREFIGHTERS AS					
		I-2019 DUES	01 -5431330	DUES & SUBSCR OSFA MEMBERSHIP 18-19	089567	2,240.00
01-000410	OKLA STATE UNIVERSITY					
		I-71421	01 -5431202	OPERATING SUP DRIVERS PROMOTION TEST	089568	750.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-102018-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	089569	2,000.00
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-069911	01 -5214330	DUES & SUBSCR HACKLER MEMBERSHIP 18-19	089570	50.00
01-P00242	PETER STASIAK					
		I-NOV 2018	01 -5210112	VEHICLE ALLOW AUTO ALLOWANCE-NOV 2018	089461	500.00
01-P00310	PITNEY BOWES INC					
		I-3307255248	01 -5215312	EQUIPMENT REN LEASE ON POSTAGE MACHINE	089572	2,114.97
01-P00329	PATRICK WALLING DBA PIT					
		I-9973	01 -5542203	REPAIRS & MAI RPR FRONT DOOR LOCK-STIPE	089573	65.00
01-P00337	PITTS COUNTY CRIMINAL J					
		I-OCT 2018	01 -5213335	COUNTY INCARC INCARCERATION FEES	089574	1,804.00
01-P00450	PRIDE IN MCALESTER					
		I-KOB BANQUET TIX	01 -5210331	EMPLOYEE TRAV KEEP OKLA BEAUTIFUL BANQU	089575	66.00
01-P00510	PRO-KIL, INC					
		I-175452	01 -5431316	REPAIRS & MAI PEST CONTROL	089576	96.00
		I-175453	01 -5431316	REPAIRS & MAI PEST CONTROL	089576	96.00
		I-175454	01 -5431316	REPAIRS & MAI PEST CONTROL	089576	96.00
		I-175468	01 -5548316	REPAIRS & MAI PEST CONTROL	089576	196.00
		I-175477	01 -5548316	REPAIRS & MAI PEST CONTROL	089576	116.00
		I-176146	01 -5542308	CONTRACTED SE PEST CONTROL-STIPE	089576	126.00

PACKET : 17027 17030 17031 17039 17040 17050

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PSO/SOUTHWESTERN ELECTR					
		I-201810181366	01 -5215313	ELECTRIC UTIL ELECTRIC UTILITY-STREET LIGHTS	089434	13,822.51
		I-201810311390	01 -5215313	ELECTRIC UTIL ELECTRIC UTILITY-1699 E CARL A	089466	17.72
01-R00155	RAYMOND WILSON					
		I-001	01 -5542308	CONTRACTED SE MOWING @ MINER MEMORIAL	089579	5,000.00
01-R00187	RECREONICS, INC.					
		I-794167	01 -5543203	REPAIRS & MAI PARTS FOR VACUUM	089580	137.29
01-R00213	REDIREPAIR					
		I-1809	01 -5432316	REPAIRS & MAI RADIO INSTALL-MEDIC 4	089581	225.00
01-S00184	SECURITY BANK CARD CENT					
		I-OCT 2018	01 -5101331	EMPLOYEE TRAV MEETING EXP	089582	23.45
		I-OCT 2018	01 -5210331	EMPLOYEE TRAV MEETING EXP-EMP MTG	089582	59.10
		I-OCT 2018	01 -5101331	EMPLOYEE TRAV MEETING EXP-EXEC SESSION	089582	109.04
		I-OCT 2018	01 -5211331	EMPLOYEE TRAV TRAINING EXP-OMCTFOA CONF	089582	686.36
		I-OCT 2018	01 -5225331	EMPLOYEE TRAV TRAINING EXP-OGITA CONF	089582	199.20
		I-OCT 2018	01 -5542331	EMPLOYEE TRAV TRAINING EXP-OKVMA TRNG/TEST	089582	551.60
		I-OCT 2018	01 -5652331	EMPLOYEE TRAV TRAINING EXP-INT'L CODE CNCL	089582	220.51
		I-OCT 2018	01 -5321331	EMPLOYEE TRAV TRAINING EXP-OK HWY SAFETY CON	089582	229.48
01-S00329	SHRED-IT US JV LLC dba					
		I-8125782764	01 -5212308	CONTRACTED SE MONTHLY SHRED SERVICE	089583	77.44
01-S00643	SPECIAL OPS UNIFORMS, I					
		I-785745	01 -5431207	CLOTHING ALLO UNIFORMS	089584	634.70
		I-785747	01 -5431207	CLOTHING ALLO UNIFORMS	089584	408.87
		I-785758	01 -5321207	CLOTHING ALLO NEW OFFICER EQUIPMENT	089584	199.46
		I-785788	01 -5321207	CLOTHING ALLO NEW OFFICER EQUIPMENT	089584	162.47
01-S00726	STAPLES BUSINESS ADVANT					
		I-3392492762	01 -5321202	OPERATING SUP OFFICE SUPPLIES	089586	229.18
		I-3392492769	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089586	79.99
		I-3392492773	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089586	322.87
		I-3392492778	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089586	76.59
		I-3393172698	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089586	373.51
		I-3393784936	01 -5215202	OPERATING SUP OFFICE SUPPLIES	089586	110.24
01-S00897	STORMWIND, LLC					
		I-22915	01 -5225331	EMPLOYEE TRAV ONLINE TECH TRAINING	089587	3,980.00
01-S00956	SWANK MOTION PICTURES,					
		I-RG 2582502	01 -5215202	OPERATING SUP MOVIES RENTALS AND LIGHTS	089588	378.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-557898	01 -5865218	STREET REPAIR FORMING MATERIALS	089589	482.58
		I-558184	01 -5865218	STREET REPAIR FORMING MATERIALS	089589	87.62

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.	continued				
		I-558392	01 -5865218	STREET REPAIR FORMING MATERIALS	089589	42.21
		I-558550	01 -5865218	STREET REPAIR FORMING MATERIALS	089589	17.06
		I-558714	01 -5865218	STREET REPAIR FORMING MATERIALS	089589	48.47
01-T00015	TANNEHILL FURNITURE					
		I-5689	01 -5542203	REPAIRS & MAI LOBBY FURNITURE @ STIPE	089590	1,025.00
01-T00630	TWIN CITIES READY MIX,					
		I-173802	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	089596	416.00
		I-173886	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	089596	658.00
		I-174053	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	089596	728.00
		I-174653	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	089596	416.00
01-U00069	ULINE, INC					
		I-102593915	01 -5320202	OPERATING EXP EVIDENCE BAGS	089600	97.68
		I-102593915	01 -5321202	OPERATING SUP EVIDENCE BAGS	089600	97.69
01-W00040	WALMART COMMUNITY BRC					
		I-005704	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089603	142.83
		I-04874	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089603	38.37
		I-04882	01 -5321208	CANINE UNIT S K-9 SUPPLIES	089603	92.85
		I-05202	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089603	177.50
		I-05417	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089603	34.28
		I-06170	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089603	30.60
		I-06440	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089603	74.70
		I-06589	01 -5321209	JAIL/PRISONER PRISONER MEALS	089603	20.00
		I-07938	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089603	317.39
		I-905703	01 -5320202	OPERATING EXP SUPPLIES AS NEEDED	089603	26.00
		I-908139	01 -5210202	OPERATING SUP SUPPLIES AS NEEDED	089603	61.91
01-W00151	WAV11, LLC					
		I-9219	01 -5215330	DUES & SUBSCR WAV 11-NOV 2018-EMAIL ACCESS	089604	2,040.00
01-W00195	WELDON PARTS INC.					
		I-2184241-00	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	089606	137.04
				FUND 01 GENERAL FUND	TOTAL:	98,547.42

PACKET : 17027 17030 17031 17039 17048 17050

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING	I-SU29250	02 -5973316	REPAIRS & MAI CALIBRATE THERMOMETER	089478	45.92
01-A00107	ACCURATE LAB & TRAINING	I-SU29217	02 -5973304	LAB TESTING LAB SUPPLIES-BOTH PLANTS	089479	2,906.05
01-A00362	VYVE BROADBAND	I-201810181365	02 -5975328	INTERNET SERV INTERNET SVS-HEREFORD LN	089432	73.64
		I-201810311395	02 -5973328	INTERNET SERV INTERNET SVS-E WWM	089462	73.28
01-A00423	ALLIED WASTE SERVICES O	I-375-000416734	02 -5866306	CONTRACTED RE WASTE SVS FEES	089486	161,681.17
		I-375-000416734	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	089486	38.65-
01-A00751	ATWOODS	I-4704/9	02 -5975235	WATER MAIN RE SPARE PARTS	089489	104.96
		I-4713/9	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	089489	68.98
01-A00768	AT&T CORP DBA ACC BUSIN	I-201810311391	02 -5267315	TELEPHONE UTI INTERNET UTILITY-CITY HALL	089464	884.58
01-B00180	UNION IRON WORKS, INC.	I-S2103010.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	089492	203.96
		I-S2104092.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	089492	47.99
		I-S2106220.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	089492	26.57
		I-S2106291.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	089492	75.09
01-B00503	BROKEN ARROW ELECTRIC S	I-S2433653.001	02 -5973203	REPAIRS & MAI ELECTRICAL REPAIR ITEMS	089495	70.30
01-C00320	CENTERPOINT ENERGY ARKL	I-201810311392	02 -5267314	GAS UTILITY GAS UTILITY-CENTRAL GARAGE	089465	67.12
01-C00339	CERTIFIED LABORATORIES	I-3316478	02 -5973203	REPAIRS & MAI ENZYME FOR GREASE	089499	1,130.00
01-C00840	CRAWFORD & ASSOCIATES P	I-11930	02 -5267302	CONSULTANTS CONSULTING FEES	089502	24,405.88
01-D00158	DAVID T HARDGRAVE	I-4-1904	02 -5973302	CONSULTANTS (PRETREATMENT FEE-CONSULTA	089504	1,800.00
01-D00322	DEPT. OF ENVIR. QUALITY	I-OE 4537388	02 -5975329	DEQ FEES EXAM FEES	089507	62.00
		I-OE 4537389	02 -5975329	DEQ FEES EXAM FEES	089508	62.00
		I-OE 4537390	02 -5975329	DEQ FEES EXAM FEES	089509	62.00
		I-OE 4537391	02 -5975329	DEQ FEES EXAM FEES	089510	62.00
		I-OE 4537392	02 -5975329	DEQ FEES EXAM FEES	089511	62.00
		I-OE 4537455	02 -5975329	DEQ FEES EXAM FEES	089512	62.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00322	DEPT. OF ENVIR. QUALITY	continued				
		I-OE 4537456	02 -5975329	DEQ FEES EXAM FEES	089513	62.00
01-D00540	DOLESE BROTHERS					
		I-AG18118557	02 -5975218	STREET REPAIR 1 1/2" CRUSHER RUN	089514	403.56
		I-AG18120343	02 -5975218	STREET REPAIR 1 1/2" CRUSHER RUN	089514	399.37
		I-AG18124324	02 -5975218	STREET REPAIR 1 1/2" CRUSHER RUN	089514	1,160.14
01-E00238	ENVIRONMENTAL RESOURCE					
		I-46808	02 -5973304	LAB TESTING MONTHLY TESTING FEE	089518	420.00
		I-46934	02 -5973304	LAB TESTING WWT TEST FEES	089518	2,400.00
01-F00037	FASTENAL					
		I-OKMCA168303	02 -5973203	REPAIRS & MAI SUPPLIES FOR PLANTS	089525	9.73
01-H00100	HAYNES EQUIPMENT,LLC					
		I-8120395-IN	02 -5973203	REPAIRS & MAI PUMPS, O-RINGS, FLAPPER V	089529	14,724.39
01-I00020	I B T, INC					
		I-7343213	02 -5973203	REPAIRS & MAI COUPLINGS FOR PUMPS	089531	494.77
01-I00120	TYLER TECHNOLOGIES					
		I-025-237950	02 -5216317	POSTAGE NOTIFICATION CALL FEES	089533	545.20
01-I00188	INFRASTRUCTURE SOLUTION					
		I-MC-18-02-10	02 -5871302	CONSULTANTS OKIE LOCATES	089534	2,803.18
01-J00121	JAMESCO ENTERPRISES, LL					
		I-19242	02 -5973203	REPAIRS & MAI XL BLACK GLOVES	089536	64.30
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201810181368	02 -5267313	ELECTRIC UTIL ELECTRIC UTILITY-HEREFORD LN	089433	566.51
01-N00250	MCALESTER NEWS CAPITAL					
		I-300022376	02 -5871330	DUES & SUBSCR PUBLICATION FEE-DEQ	089556	61.65
01-O00075	O'REILLY AUTO PARTS					
		I-0230-196264	02 -5975339	VEHICLE/EQUIP MISC REPAIR PARTS	089561	58.98
01-O00275	OKLA DEPT OF COMMERCE					
		I-112018-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	089564	1,145.83
01-P00560	PSO/SOUTHWESTERN ELECTR					
		I-201811011396	02 -5267313	ELECTRIC UTIL ELECTRIC UTILITY-MPWA	089577	38,775.68
01-T00052	TECHNICAL PROGRAMMING S					
		I-102396	02 -5216336	MAILING FEES UB&C MAILING FEE	089591	809.00
		I-102396	02 -5216317	POSTAGE UB&C MAILING FEE-POSTAGE	089591	1,202.23
		I-102446	02 -5216336	MAILING FEES UB&C MAILING FEE	089591	921.30

PACKET : 17027 17030 17031 17039 17048 17050
VENDOR SET: Mult
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-T00052	TECHNICAL PROGRAMMING S	continued				
	I-102446	02	-5216317	POSTAGE UB&C MAILING FEE-POSTAGE	089591	1,370.63
	I-102446	02	-5216336	MAILING FEES UB&C INSERTS-UTM WATER WARNING	089591	745.50
01-U00051	UTILITY SUPPLY CO., INC					
	I-120198	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	543.38
	I-120199	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	153.44
	I-120200	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	124.55
	I-120393	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	208.70
	I-120394	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	268.73
	I-120395	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	98.70
	I-120396	02	-5216202	OPERATING SUP METER READER SUPPLIES	089597	56.50
	I-120397	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	286.25
	I-120561	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	104.00
	I-120563	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089597	183.24
	I-120564	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089598	507.04
	I-120565	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089598	109.65
	I-120566	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089598	125.26
	I-120567	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089598	250.09
	I-120781	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089598	30.65
	I-120782	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089598	1,032.26
	I-120783	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	089598	88.42
01-U00052	UTILITY TECHNOLOGY SERV					
	I-S102793788.001	02	-5975211	WATER METERS 2" METERS/TRANSMITTERS	089599	4,096.80
	I-S102793788.002	02	-5975211	WATER METERS 2" METERS/TRANSMITTERS	089599	4,212.00
	I-S102806547.001	02	-5975211	WATER METERS 2" METERS/TRANSMITTERS	089599	1,545.00
01-U00128	UNITED PACKAGING & SHIP					
	I-238565	02	-5973203	REPAIRS & MAI SHIPPING FEES	089602	15.66
01-V00072	VERIZON WIRELESS SERVIC					
	I-201810251375	02	-5216328	INTERNET SERV INTERNET SVS-AMI BASE STATIONS	089451	52.95
01-W00371	WILLIAMS SCOTSMAN, INC.					
	I-6174495	02	-5864312	EQUIPMENT REN OFFICE RENTAL-LANDFILL	089609	334.78
FUND 02 MPWA TOTAL:						277,570.84

PACKET : 17027 17030 17031 17039 17048 17050
VENDOR SET: Mult
FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201810311392	03 -5876314	GAS UTILITY GAS UTILITY-AIRPORT	089465	41.81
01-J00404	JOHN OR LUCILLE WHETSEL					
		I-112018-LEASE PMT	03 -5876501	OUTER MARKER AIRPORT OUTERMARKER LEASE	089539	225.00
01-P00560	PSO/SOUTHWESTERN ELECTR					
		I-201810311390	03 -5876313	ELECTRIC UTIL ELECTRIC UTILITY-AIRPORT	089466	1,093.51
01-U00082	HECK'S UNDERGROUND SERV					
		I-462807	03 -5876203	REPAIRS & MAI TEST/RPR-STORAGE TANKS	089601	1,485.00
01-W00269	WHITES TRACTORS					
		I-090846	03 -5876401	CAPITAL OUTLA ZTR MOWER	089608	6,199.00
				FUND 03 AIRPORT AUTHORITY	TOTAL:	9,044.32

PACKET : 17027 17030 17031 17039 17048 17050
VENDOR SET: Mult
FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	WANDA NARUP	I-201811071400	08 -5549308	CONTRACT SERV REIMB MILEAGE-FNFOK MTG	089477	33.48
01-A00324	ALISHA RAE HOWELL					
		I-201811071404	08 -5549308	CONTRACT SERV MEAL DEL-14 DAYS	089485	210.00
		I-201811071405	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089485	142.56
01-D00054	DANIEL E. REAGAN					
		I-201811071402	08 -5549308	CONTRACT SERV MEAL DEL-14 DAYS	089503	210.00
		I-201811071403	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089503	168.48
01-E00207	EMMA E. BELLIS					
		I-201811071399	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089517	133.38
01-S00580	AT & T					
		I-201810251377	08 -5549315	TELEPHONE UTI PHONE UTILITY-NUTRITION	089450	342.25
01-T00232	THERESA MARIE HENRY					
		I-201811071401	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	089593	13.50
			FUND 08 NUTRITION	TOTAL:		1,253.65

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00242	ENVIRO CLEAN CARDINAL L	I-ECE1165	09 -5864327	SUB TITLE D E LANDFILL ENGINEERING	089520	2,547.50
01-T00342	THE CAREL CORPORATION	I-11338	09 -5864327	SUB TITLE D E GROUND MONITORING FEE	089594	4,467.35
			FUND 09	LANDFILL RES./SUB-TITLE D TOTAL:		7,014.85

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00172	ADAM GRONWALD DBA HAPPY					
		I-137	27 -5655308	CONTRACT SERV DIGITAL SERVICES-OCT	089480	300.00
01-B00490	BRIGGS PRINTING					
		I-67191-2	27 -5655318	PRINTING AD FOR 2019 150 YR CELEBR	089494	213.00
		I-67393	27 -5655214	TOURISM EXPEN NEW CITY VEHICLES LOGO	089494	5,185.91
		I-67431	27 -5655318	PRINTING AD FOR 2019 150 YR CELEBR	089494	160.00
01-C00149	CANON FINANCIAL SERVICE					
		I-19345979	27 -5655318	PRINTING COPIER - TOURISM	089448	71.00
01-MC0050	MCALESTER CHAMBER OF CO					
		I-7381	27 -5655331	TRAVEL & TRAI LEADERSHIP MC-SUMNER	089550	395.00
01-MC0134	MCALESTER MAIN STREET					
		I-102018-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	089553	1,250.00
01-P00450	PRIDE IN MCALESTER					
		I-102018-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	089575	2,500.00
01-S00184	SECURITY BANK CARD CENT					
		I-OCT 2018	27 -5655331	TRAVEL & TRAI TRAINING EXP-OTIA CONF	089582	67.50
		I-OCT 2018	27 -5655318	PRINTING PRINTING TOURISM BROCHURES	089582	666.18
		I-OCT 2018	27 -5655214	TOURISM EXPEN JOURNALIST ROBERT REID	089582	188.00
01-T00500	TRACY PARROTT, DBA PARR					
		I-NOV 2018	27 -5655340	OFFICE RENT OFFICE RENT-NOV 2018	000000	1,044.00
			FUND 27	TOURISM FUND	TOTAL:	12,040.59

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00768	AT&T CORP DBA ACC BUSIN					
		I-201810311391	28 -5654328	INTERNET SERV INTERNET UTILITY-EXPO	089464	613.00
01-C00149	CANON FINANCIAL SERVICE					
		I-19345979	28 -5654202	OPERATING SUP COPIER - EXPO	089448	77.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-06182	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	089543	443.30
01-P00560	PSO/SOUTHWESTERN ELECTR					
		I-201810311390	28 -5654313	ELECTRIC UTIL ELECTRIC UTILITY-EXPO RV PARK	089466	40.70
		I-201810311390	28 -5654313	ELECTRIC UTIL ELECTRIC UTILITY-EXPO	089466	7,319.64
01-W00040	WALMART COMMUNITY BRC					
		I-04754	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	089603	122.59
			FUND	28 SE EXPO CENTER	TOTAL:	8,616.23

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T					
		I-201810311393	29 -5324315	TELEPHONE UTI HOST CIRCUIT-PITTS CO	089463	198.00
		I-201810311393	29 -5324315	TELEPHONE UTI HOST CIRCUIT-CITY	089463	781.25
01-D00232	DELL MARKETING L.P.					
		I-10273954030	29 -5324401	CAPITAL OUTLA TOWER & MONITER	089506	10,080.64
01-S00580	AT & T					
		I-201810311394	29 -5324315	TELEPHONE UTI PHONE UTILITY-E911	089467	5,589.04
01-W00040	WALMART COMMUNITY BRC					
		I-07436	29 -5324202	OPERATING SUP OFFICE SUPPLIES 18-19	089603	32.73
01-W00151	WAV11, LLC					
		I-9144	29 -5324401	CAPITAL OUTLA NETWORK UPGRADE/HIGH AVAI	089604	29,867.00
01-W00392	WINDSTREAM CORPORATION					
		I-201810251376	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LN	089452	453.42
				FUND	29	E-911
					TOTAL:	47,002.08

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	I-19345979	30 -5652202	OPERATING SUP COPIER - ECON DEV	089448	28.00
01-E00240	EOSC	I-2	30 -5652304	SMALL BUSINES LOCAL MATCH FOR OSBDC	089519	3,800.00
01-H00287	HUMMINGBIRD AERIALS AND	I-79	30 -5652350	BUSINESS DEVE DRONE FOOTAGE	089530	500.00
01-M00277	MDSS MCALESTER DEFENSE	I-4	30 -5652331	EMPLOYEE TRAV 2018 STAMPEDE	089544	1,200.00
	I-OCT 2018	30 -5652343	2016 OSMPC GR MONTHLY EXP-SALARY	089544	1,610.96	
	I-OCT 2018	30 -5652343	2016 OSMPC GR MONTHLY EXP-CELL	089544	95.00	
	I-OCT 2018	30 -5652343	2016 OSMPC GR MONTHLY EXP-OFFICE RENT	089544	650.00	
	I-OCT 2018	30 -5652343	2016 OSMPC GR MONTHLY EXP-TRAVEL REIMB	089544	250.00	
	I-OCT 2018	30 -5652343	2016 OSMPC GR MONTHLY EXP-MILEAGE	089544	54.00	
	I-OCT 2018	30 -5652343	2016 OSMPC GR 2018 STAMPEDE EXP	089544	5,443.92	
01-M00465	MILL CREEK CARPET & TIL	I-081159	30 -5652350	BUSINESS DEVE CARPET & TILE-FAA BLDG	089546	3,796.80
01-MC0134	MCALESTER MAIN STREET	I-102018-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	089553	1,250.00
01-O00275	OKLA DEPT OF COMMERCE	I-112018-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	089563	282.50
01-P00450	PRIDE IN MCALESTER	I-102018-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	089575	2,500.00
01-S00184	SECURITY BANK CARD CENT	I-OCT 2018	30 -5652331	EMPLOYEE TRAV TRAINING EXP-STAMPEDE 2018	089582	5,039.99
	I-OCT 2018	30 -5652350	BUSINESS DEVE DRONE SEMINAR	089582	34.99	
	I-OCT 2018	30 -5652350	BUSINESS DEVE POTENTIAL BUSINESS CLIENT	089582	37.54	
01-T00052	TECHNICAL PROGRAMMING S	I-102396	30 -5211352	MISC PRIDE IN UB&C INSERT-CLEAN UP DAY	089591	745.50
01-W00233	WESTERN INTERIOR	I-962013	30 -5652350	BUSINESS DEVE PAINT @ FLIGHT SVS S	089607	6,500.00
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		33,819.20

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-A00215	ADVANCE AUTO PARTS						
		C-8117826775976	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	150.50-
		C-8117829632022	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	8.04-
		I-8117826375910	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	150.50
		I-8117828144426	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	53.98
		I-8117829131763	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	46.73
		I-8117829632017	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	89.12
		I-8117829876482	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	147.87
		I-8117829944915	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	14.38
		I-8117830232315	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	089482	3.31
01-A00229	ADVANTAGE TRUCK AND AUT						
		I-56704	35	-5862317	EMERGENCY VEH TRACK BAR - MED-3	089483	937.96
01-B00122	BARRY KEITH RUMSEY						
		I-636627	35	-5862203	REPAIRS & MAI UPHOLSTERY WORK	089490	85.00
		I-636628	35	-5862203	REPAIRS & MAI UPHOLSTERY WORK	089490	120.00
		I-636631	35	-5862203	REPAIRS & MAI UPHOLSTERY WORK	089490	110.00
01-B00150	BEALES GOODYEAR TIRES						
		I-1-GS53468	35	-5862317	EMERGENCY VEH TIRES FOR FIRE MARSHALL	089491	468.20
		I-1-GS53476	35	-5862203	REPAIRS & MAI MISC TIRE REPAIR	089491	180.45
01-B00570	BUCK WILSON BODY SHOP I						
		I-1352	35	-5862317	EMERGENCY VEH HAIL DAMAGE RPR-PD-93	089496	3,754.35
01-F00305	FRONTIER EQUIP. SALES,						
		I-181810MCALI	35	-5862203	REPAIRS & MAI PARTS FOR UTM-13 FLUSH TR	089527	556.41
01-K00205	KIAMICHI AUTOMOTIVE WHO						
		I-077392	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	39.99
		I-077511	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	12.90
		I-077615	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	9.98
		I-077722	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	72.78
		I-077749	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	11.96
		I-077802	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	11.49
		I-077804	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	41.02
		I-078041	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	17.33
		I-078133	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	59.46
		I-078177	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	51.24
		I-078341	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	089540	125.79
01-MC0002	MCALESTER AUTO COLLISIO						
		I-CITYOF-0009	35	-5862317	EMERGENCY VEH HAIL DAMAGE RPR - PD-87	089549	1,780.31
01-N00271	FREEDOM FORD INC						
		I-194301	35	-5862203	REPAIRS & MAI MISC PARTS	089557	89.95
		I-94050	35	-5862317	EMERGENCY VEH PARTS FOR MED-3	089557	408.96
		I-94201	35	-5862203	REPAIRS & MAI MISC PARTS	089557	66.50

PACKET : 17027 17030 17031 17039 17040 17050
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-N00271	FREEDOM FORD INC		continued			
		I-94226	35 -5862203	REPAIRS & MAI MISC PARTS	089557	40.79
01-000075	O'REILLY AUTO PARTS					
		C-0230-192083	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	8.98-
		C-0230-192112	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	2.70-
		C-0230-192257	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	60.19-
		C-0230-195164	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	44.00-
		I-0230-191463	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	13.67
		I-0230-192075	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	186.42
		I-0230-192084	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	54.24
		I-0230-192120	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	117.04
		I-0230-192241	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	59.17
		I-0230-192312	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	22.94
		I-0230-192020	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	19.09
		I-0230-192869	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	50.04
		I-0230-193533	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	101.86
		I-0230-193537	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089559	33.41
		I-0230-193620	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	40.39
		I-0230-193898	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	42.87
		I-0230-194110	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	17.60
		I-0230-194110	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	105.80
		I-0230-194575	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	22.84
		I-0230-194664	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	154.27
		I-0230-194680	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	74.28
		I-0230-194786	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	12.62
		I-0230-194809	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	12.67
		I-0230-194908	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	15.66
		I-0230-195071	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	284.41
		I-0230-195101	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	40.83
		I-0230-195184	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	31.70
		I-0230-195305	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089560	19.99
		I-0230-195600	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089561	55.02
		I-0230-196410	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	089561	6.59
01-P00023	P & K EQUIPMENT, INC					
		I-3051795	35 -5862203	REPAIRS & MAI MISC PARTS	089571	71.41
01-R00090	RAM INC					
		I-POS003015	35 -5862203	REPAIRS & MAI PROPANE FOR FORKLIFT	089578	24.00
		I-POS003058	35 -5862203	REPAIRS & MAI PROPANE FOR FORKLIFT	089578	24.00
01-S00710	STANDARD MACHINE LLC					
		I-255150	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089585	23.50
		I-255279	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	089585	94.74
01-T00141	TEXAS REFINERY CORP					
		I-163217	35 -5862203	REPAIRS & MAI GREASE	089592	1,823.30

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-T00612	ATC FREIGHTLINER GROUP,					
		I-125248853	35 -5862203	REPAIRS & MAI MISC PARTS	089595	231.24
		I-125248877	35 -5862203	REPAIRS & MAI MISC PARTS	089595	168.05
01-W00195	WELDON PARTS INC.					
		I-2175394-00	35 -5862203	REPAIRS & MAI MISC PARTS	089606	50.82
		I-2177996-00	35 -5862203	REPAIRS & MAI TRUCK REPAIR PARTS	089606	154.00
			FUND	35 FLEET MAINTENANCE	TOTAL:	13,560.78

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00417	BLX GROUP, LLC	I-42182-4858/102218	38 -5215520	AGENT FEES PREP-INTERIM ARBITRAGE	089493	4,500.00
			FUND 38	DEDICATED SALES TAX-MPWA TOTAL:		4,500.00

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-A00712	ARVEST BANK dba ARVEST						
		I-112018-002	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	089488	2,485.55
		I-112018-1503001-3	41	-5865510	LEASE PAYMENT EQUIP LEASE -800-1503001-003	089488	1,326.45
		I-112018-800150300	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	089488	3,210.15
01-D00217	DEERE CREDIT, INC.						
		I-112018-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	089505	1,821.57
01-F00170	FIRST NATIONAL BANK						
		I-112018-#135002	41	-5974501	MCC CONTROLS LOAN #135002-MCC CONTROLS	089526	4,709.36
		I-112018-LN#134438	41	-5975510	UTM LOAN PAYM AMI LOAN PAYMENT LOAN #134438	089526	18,395.29
01-J00400	DEERE & COMPANY						
		I-116441529	41	-5542401	CAPITAL OUTLA Z930M ZTRAK MOWER	089538	9,303.91
01-W00194	WELCH STATE BANK						
		I-112018-55766	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	089605	1,517.90
		I-112018-55820	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	089605	2,555.73
				FUND 41 CIP FUND	TOTAL:		45,325.91

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES BUSINESS ADVANT					
		I-3391450604	44 -5225401	TECHNOLOGY UP HARDWARE/SOFTWARE/SUPPLIE	089586	39.99
01-W00151	WAV11, LLC					
		I-9144	44 -5225402	SOFTWARE & TE NETWORK UPGRADE/HIGH AVAI	089604	45,923.00
			FUND 44	TECHNOLOGY FUND	TOTAL:	45,962.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST	I-112018-004	46 -5871501	LOAN PAYMENTS LOAN PMT-SWEEPER 1503001-004	089488	3,284.13
01-B00592	BUILT RIGHT CONSTRUCTIO	I-415 S A FINAL	46 -5871402	CANAL WALL RE 415 S "A" CANAL WALL RPL	089497	44,540.00
01-E00279	EST, INC.	I-43231	46 -5871401	CAPITAL OUTLA TESTING FEE-1000 E SENECA	089522	371.00
01-I00188	INFRASTRUCTURE SOLUTION	I-MC-17-19-01	46 -5871405	STORMWATER PR 2500 PELICAN DRIVE	089534	11,830.00
		I-MC-18-13-04	46 -5871401	CAPITAL OUTLA CANAL WALL REPLACEMENT	089534	1,290.00
01-M00304	MESHEK & ASSOC., PLC	I-5887	46 -5871404	MASTER DRAINA MASTER DRAINAGE PLAN	089545	2,260.00
		I-5915	46 -5871401	CAPITAL OUTLA STMWTR MGMT PGM-PH II	089545	915.00
			FUND 46 STORMWATER FUND	TOTAL:		64,490.13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-C00667	HESSEL HOLDING CO. dba					
		I-1824320	48 -5865402	CONCRETE PANE PETRO MAT FABRIC	089501	2,558.88
01-D00540	DOLESE BROTHERS					
		I-AG18118558	48 -5865402	CONCRETE PANE 1 1/2" CRUSHER RUN	089514	196.99
		I-AG18119075	48 -5865402	CONCRETE PANE 1 1/2" CRUSHER RUN	089514	1,416.05
		I-AG18119670	48 -5865402	CONCRETE PANE 1 1/2" CRUSHER RUN	089514	1,398.69
		I-AG18120344	48 -5865402	CONCRETE PANE 1 1/2" CRUSHER RUN	089514	202.81
		I-AG18121548	48 -5865402	CONCRETE PANE 1 1/2" CRUSHER RUN	089514	799.60
		I-AG18124325	48 -5865402	CONCRETE PANE 1 1/2" CRUSHER RUN	089514	397.83
01-G00010	G C RENTAL CENTER, INC					
		I-54622	48 -5975403	SEWER LINE RE MINI EXCAVATOR RENTAL	089528	1,740.00
01-T00630	TWIN CITIES READY MIX,					
		I-173887	48 -5865402	CONCRETE PANE CONCRETE-"A" ST	089596	2,080.00
		I-173963	48 -5865402	CONCRETE PANE CONCRETE-"A" ST	089596	2,600.00
		I-174215	48 -5865402	CONCRETE PANE CONCRETE-"A" ST	089596	1,300.00
		I-174301	48 -5865402	CONCRETE PANE CONCRETE-"A" ST	089596	1,144.00
		I-174386	48 -5865402	CONCRETE PANE CONCRETE-"A" ST	089596	1,067.50
		I-174454	48 -5865402	CONCRETE PANE CONCRETE-"A" ST	089596	1,067.50
		I-174654	48 -5865402	CONCRETE PANE CONCRETE-"A" ST	089596	2,882.25
01-U00051	UTILITY SUPPLY CO., INC					
		I-120201	48 -5975402	WATER LINE RE 8" MAIN WATERLINE-A ST	089597	2,447.20
		I-120202	48 -5975402	WATER LINE RE 8" MAIN WATERLINE-A ST	089597	2,917.74
		I-120203	48 -5975402	WATER LINE RE 8" MAIN WATERLINE-A ST	089597	836.71
		I-120204	48 -5975402	WATER LINE RE 8" MAIN WATERLINE-A ST	089597	761.58
01-W00233	WESTERN INTERIOR					
		I-962015	48 -5548401	INFRASTRUCTUR PAINTING @ RESERVE BLDG	089607	5,500.00
			FUND 48	INFRASTRUCTURE FUND	TOTAL:	33,315.33
REPORT GRAND TOTAL:						702,064.32

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2018-2019	01 -2105	COLLECTION AGENCY 25% (COU	6,455.92				
	01 -5101331	EMPLOYEE TRAVEL & TRAININ	132.49	3,000	2,578.51		
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	29,166.65		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	16,000.00		
	01 -5210112	VEHICLE ALLOWANCE	500.00	6,000	3,500.00		
	01 -5210202	OPERATING SUPPLIES	61.91	2,500	1,915.60		
	01 -5210302	CONSULTANTS/LABOR RELATION	400.00	45,000	33,434.00		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	125.10	7,500	6,529.84		
	01 -5211317	ADVERTISING & PRINTING	83.13	500	416.87		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	883.95	5,500	560.43		
	01 -5212308	CONTRACTED SERVICES	77.44	3,968	2,401.40		
	01 -5212317	ADVERTISING & PRINTING	86.20	2,500	1,196.50		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	475.39	2,041	1,466.61		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	69.31	3,000	2,646.77		
	01 -5213335	COUNTY INCARCERATION EXPEN	1,804.00	18,500	3,144.00		
	01 -5214302	CONSULTANTS	3,233.33	63,000	33,536.37		
	01 -5214330	DUES & SUBSCRIPTIONS	50.00	100	50.00		
	01 -5214331	EMPLOYEE TRAVEL & TRAININ	150.00	1,000	850.00		
	01 -5215202	OPERATING SUPPLIES	1,453.44	38,000	16,575.18		
	01 -5215312	EQUIPMENT RENTALS	2,720.82	27,000	900.00		
	01 -5215313	ELECTRIC UTILITY	13,840.23	398,552	269,586.58		
	01 -5215314	GAS UTILITY	274.91	32,690	29,037.49		
	01 -5215315	TELEPHONE UTILITY	472.11	54,540	22,897.31		
	01 -5215330	DUES & SUBSCRIPTIONS	2,040.00	0	2,040.00-	Y	
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	4,322.54	5,500	1,177.46		
	01 -5225349	SOFTWARE MAINTENANCE	2,049.00	79,500	24,226.82-	Y	
	01 -5320202	OPERATING EXPENSE	123.68	2,350	1,844.29		
	01 -5321202	OPERATING SUPPLIES	416.87	12,000	5,158.32		
	01 -5321207	CLOTHING ALLOWANCE	361.93	37,455	11,524.56		
	01 -5321208	CANINE UNIT SUPPLIES	92.85	2,500	1,914.30		
	01 -5321209	JAIL/PRISONER EXPENSE	20.00	4,000	3,900.00		
	01 -5321330	DUES	1,250.00	1,250	250.00-	Y	
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	229.48	10,000	5,415.08		
	01 -5431202	OPERATING SUPPLIES	1,733.72	13,600	8,162.96		
	01 -5431207	CLOTHING ALLOWANCE	1,043.57	27,840	1,708.05		
	01 -5431316	REPAIRS & MAINTENANCE	288.00	5,325	2,899.00		
	01 -5431328	INTERNET SERVICE	188.85	2,300	1,544.60		
	01 -5431329	PROMOTIONAL	189.11	3,500	2,575.94		
	01 -5431330	DUES & SUBSCRIPTIONS	3,490.00	7,000	2,792.00		
	01 -5432202	OPERATING SUPPLIES	92.83	25,600	14,116.02		
	01 -5432308	CONTRACTED SERVICES	1,071.00	65,025	49,264.54		
	01 -5432316	REPAIRS & MAINTENANCE	225.00	4,700	4,475.00		
	01 -5542202	OPERATING SUPPLIES	538.98	7,000	1,363.93		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,210.00	38,500	15,858.00		
	01 -5542308	CONTRACTED SERVICES	5,577.79	13,500	1,574.00		

** 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	-5542316	REPAIRS & MAINTENANCE	1,350.00	3,600	180.00				
01	-5542331	EMPLOYEE TRAVEL & TRAININ	946.60	3,000	4.76				
01	-5543203	REPAIRS & MAINT SUPPLIES	137.29	8,469	3,865.27				
01	-5544206	CHEMICALS	492.96	2,500	2,114.08				
01	-5547203	REPAIRS & MAINT SUPPLIES	33.99	11,000	7,576.51				
01	-5547308	CONTRACTED SERVICES	405.00	5,760	0.00				
01	-5547328	INTERNET SERVICE	62.80	755	503.80				
01	-5548203	REPAIRS & MAINTENANCE SUPP	4,856.17	35,200	17,795.84				
01	-5548308	CONTRACTED SERVICES-CLEANI	1,915.00	22,000	13,720.00				
01	-5548316	REPAIRS & MAINTENANCE	567.00	21,000	8,230.82				
01	-5652317	ADVERTISING & PRINTING	203.88	2,300	878.69				
01	-5652318	ABATEMENTS	685.00	15,000	7,635.00				
01	-5652319	DEMOLITION	16,364.00	75,000	19,451.03				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	220.51	3,600	1,876.67				
01	-5653331	EMPLOYEE TRAVEL & TRAININ	395.00	1,752	1,357.00				
01	-5653348	DRUG TESTING/PHYSICALS	644.00	7,920	730.00				
01	-5865218	STREET REPAIRS & MAINTENAN	3,107.77	41,912	424.17				
01	-5865328	INTERNET SERVICE	88.90	2,050	1,383.86				
02	-5216202	OPERATING SUPPLIES	56.50	10,450	8,438.00				
02	-5216317	POSTAGE	3,118.06	30,100	19,015.55				
02	-5216328	INTERNET SERVICE	52.95	605	388.77				
02	-5216336	MAILING FEES	2,475.80	25,100	16,324.17				
02	-5267302	CONSULTANTS	24,405.88	30,000	5,594.12				
02	-5267313	ELECTRIC UTILITY	39,342.19	352,233	180,348.14				
02	-5267314	GAS UTILITY	67.12	12,700	12,345.53				
02	-5267315	TELEPHONE UTILITY	884.58	124,020	83,151.60				
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	8,020.85				
02	-5864312	EQUIPMENT RENTALS	334.78	4,020	2.64				
02	-5866306	CONTRACTED REFUSE SERVICES	161,642.52	1,890,290	1,245,752.20				
02	-5871302	CONSULTANTS	2,803.18	98,200	82,143.29				
02	-5871330	DUES & SUBSCRIPTIONS	61.65	1,300	962.12				
02	-5973203	REPAIRS & MAINT SUPPLIES	16,578.13	50,500	16,765.96				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,800.00	21,600	0.00				
02	-5973304	LAB TESTING	5,726.05	32,100	10,902.54				
02	-5973316	REPAIRS & MAINTENANCE	45.92	17,800	1,860.00				
02	-5973328	INTERNET SERVICE	73.28	1,945	1,298.16				
02	-5975211	WATER METERS	9,853.80	43,000	9,039.51				
02	-5975218	STREET REPAIRS & MAINTENAN	1,963.07	103,500	14,965.36				
02	-5975230	SEWER MAIN REPAIR	353.61	20,500	13,912.03				
02	-5975235	WATER MAIN REPAIR	4,219.32	51,500	18,830.42- Y				
02	-5975328	INTERNET SERVICE	73.64	890	595.44				
02	-5975329	DEQ FEES	434.00	2,000	921.44				
02	-5975339	VEHICLE/EQUIP. MAINTENANCE	58.98	52,000	39,992.91				
03	-5876203	REPAIRS & MAINT SUPPLIES	1,485.00	2,800	65.18				
03	-5876313	ELECTRIC UTILITY	1,093.51	18,380	12,535.47				

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
	03 -5876314	GAS UTILITY	41.81	730	595.27				
	03 -5876401	CAPITAL OUTLAY	6,199.00	0	6,199.00-	Y			
	03 -5876501	OUTER MARKER LEASE PAYMENT	225.00	2,700	1,575.00				
	08 -5549308	CONTRACT SERVICES	911.40	15,500	3,549.00				
	08 -5549315	TELEPHONE UTILITY	342.25	4,720	3,375.24				
	09 -5864327	SUB TITLE D EXPENSE	7,014.85	80,000	53,822.06				
	27 -5655214	TOURISM EXPENSE	5,373.91	34,500	20,440.15				
	27 -5655308	CONTRACT SERVICES	300.00	13,200	5,882.53				
	27 -5655318	PRINTING	1,110.18	30,000	13,550.82				
	27 -5655331	TRAVEL & TRAINING	462.50	4,000	3,537.50				
	27 -5655340	OFFICE RENT	1,044.00	15,510	10,290.00				
	27 -5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	20,000.00				
	27 -5655353	MAIN STREET PROGRAM	1,250.00	15,000	10,000.00				
	28 -5654202	OPERATING SUPPLIES	77.00	4,400	3,427.00				
	28 -5654203	REPAIR & MAINT SUPPLIES	443.30	16,238	7,324.56				
	28 -5654210	CONCESSION SUPPLIES	122.59	30,000	17,969.71				
	28 -5654313	ELECTRIC UTILITY	7,360.34	72,650	39,430.29				
	28 -5654328	INTERNET SERVICE	613.00	8,980	6,787.28				
	29 -5324202	OPERATING SUPPLIES	32.73	5,000	501.02				
	29 -5324315	TELEPHONE UTILITY	7,021.71	95,400	63,526.19				
	29 -5324401	CAPITAL OUTLAY	39,947.64	148,900	40,177.04-	Y			
	30 -5211352	MISC PRIDE IN MCALESTER	3,245.50	30,000	19,254.50				
	30 -5211353	MAIN STREET PROGRAM	1,250.00	15,000	10,000.00				
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	1,977.50				
	30 -5652202	OPERATING SUPPLIES	28.00	4,000	3,666.00				
	30 -5652304	SMALL BUSINESS - ECON DEV	3,800.00	38,000	0.00				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	6,239.99	25,000	16,706.13				
	30 -5652343	2016 OSMPC GRANT-DEFENSE D	8,103.88	243,642	227,385.39				
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	10,869.33	24,600	24,390.44-	Y			
	35 -5862203	REPAIRS & MAINTENANCE SUPP	6,211.00	209,848	138,872.76				
	35 -5862317	EMERGENCY VEHICLES	7,349.78	42,000	19,430.19				
	38 -5215520	AGENT FEES	4,500.00	7,000	2,000.00-	Y			
	41 -5542401	CAPITAL OUTLAY	9,303.91	80,562	0.43				
	41 -5862401	CAPITAL OUTLAY	5,695.70	68,349	39,870.50				
	41 -5865510	LEASE PAYMENTS	7,221.65	86,660	50,551.75				
	41 -5974501	MCC CONTROLS - WTP	4,709.36	56,513	32,966.20				
	41 -5975510	UTM LOAN PAYMENTS	18,395.29	220,745	128,768.55				
	44 -5225401	TECHNOLOGY UPGRADES	39.99	28,900	14,312.40				
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	45,923.00	74,000	69.68-	Y			
	46 -5871401	CAPITAL OUTLAY	2,576.00	398,502	301,518.47				
	46 -5871402	CANAL WALL REPLACEMENT	44,540.00	239,408	52,257.68				
	46 -5871404	MASTER DRAINAGE	2,260.00	251,710	210,580.00				
	46 -5871405	STORMWATER PROJECT	11,830.00	177,266	117,566.00				
	46 -5871501	LOAN PAYMENTS-STREET SWEEP	3,284.13	39,420	22,999.35				
	48 -5548401	INFRASTRUCTURE IMPROVEMENT	5,500.00	80,000	59,635.34				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	48 -5865402	CONCRETE PANEL REPLACEMENT	19,112.10	100,000	61,749.87		
	48 -5975402	WATER LINE REPLACEMENT	6,963.23	75,000	43,785.26		
	48 -5975403	SEWER LINE REPLACEMENT	1,740.00	75,000	70,020.00		
	** 2018-2019 YEAR TOTALS **		702,064.32				

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	10/2018	98,547.42
02	10/2018	277,570.84
03	10/2018	9,044.32
05	10/2018	0.00
08	10/2018	1,253.65
09	10/2018	7,014.85
11	10/2018	0.00
14	10/2018	0.00
16	10/2018	0.00
24	10/2018	0.00
26	10/2018	0.00
27	10/2018	12,040.59
28	10/2018	8,616.23
29	10/2018	47,002.08
30	10/2018	33,819.20
32	10/2018	0.00
33	10/2018	0.00
35	10/2018	13,560.78
36	10/2018	0.00
38	10/2018	4,500.00
41	10/2018	45,325.91
42	10/2018	0.00
44	10/2018	45,962.99
46	10/2018	64,490.13
48	10/2018	33,315.33
		702,064.32
		702,064.32



McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018 **Item Number:** Consent Agenda C

Department: Jessica Gregg, Executive Director **Account Code:** _____

Prepared By: November 5, 2018 **Budgeted Amount:** _____

Date Prepared: _____ **Exhibits:** 1

Subject

Accept and place on file the McAlester Defense Support Association 3rd Quarter report.

Recommendation

To accept and place on file the McAlester Defense Support Association 3rd Quarter report.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



Report to City Council – October 2018

MDSA/MDSS is excited to share the progress of our third quarter!

A recap of some of the events/work which MDSA/MDSS have been involved with recently are:

- Main projects MDSA/MDSS continue to focus on in the third quarter include: the Enhanced Use Lease (EUL), Rail Line, C-Line MilCon, Term-perm/ Direct Hire, organizing and implementing the Stampede. MDSA and McAlester City Leaders discussed all projects with the Oklahoma Delegation and Department of Defense leaders.
- Enhanced Use Lease – At this time McAAP is currently working through their chain of command, The Army Corps of Engineers, to prepare documentation/data needed to request the EUL. MDSS/MDSA has continued to keep the Oklahoma Delegation updated on their progress.
- MDSA/MDSS shared previously Union Pacific has submitted a letter to Congressman Russell's office stating they would consider opening the rail line between McAlester and Shawnee with a business plan of 2,000 – 3,000 rail cars to justify their \$10M investment. At this time, McAAP is contacting their receivers to confirm how they prefer to receive their shipments. If they can switch to rail from truck, this will help contribute to the 2,000 – 3,000 rail cars needed to open the line. MDSS/MDSA reported to DoD officials and to the Oklahoma Delegation, how opening the line can impact our local businesses and also how it can add a second entrance for shipping at McAAP. The second entrance for shipping would increase readiness and allow McAAP to continue to operate; should there be an attack on the entrance currently being used.
- C-Line Milcon project is expected to break ground in 2021 and is in the future year's development plant for DoD. MDSS/MDSA will continue to advocate for this Milcon



project with our Oklahoma Delegation, so it does not slip through the next budget. Because it is in the Future Years plan and is part of a Strategic Plan for DoD, it is not likely it would be pushed back; however, we cannot assume that isn't possible.

- McAAP has been awarded \$3.3M by DoD to improve the Haywood gate to allow truck access for shipping and receiving materials. McAAP will begin construction in early 2019 with an expected completion date in 2020. MDSS/MDSA has met with the City of McAlester, Pittsburg County Commissioner Ross Selman, Brian Foris of McAAP, and the Oklahoma Department of Transportation to discuss the need for improvements on County Highway 31 and State Highway 270. Neither state nor county has enough funding available for needed improvements. MDSA reported these issues to DoD and the Oklahoma Delegation leaders during the Stampede visit 10.1.18 – 10.4.18. Since then DoD has reached out with a “tasker” to discuss the infrastructure issues and concern for McAAP’s single point of failure with the single gate access/single rail access. We are unsure if this will lead to any assistance through DoD funding; however, we are grateful they have an interest since MDSA/McAlester Leaders were able to share the installations needs during Stampede.
- The tasker that was assigned to learn more about the infrastructure issues on base also inquired about Highway 69. As previously stated, ODOT has a plan to improve highway 69 in their 8 year plan with ground being turned in 2025. Their plan is to add a turn lane and shoulders to the sides of both lanes. At this time, the National Defense Authorization Act has granted authority to assist with roads supporting installations off base; however, there was no funding authorized to support it. Therefore, there is no funding for our local government to apply for to support these needed changes. Again, with DoD having knowledge of the infrastructure needs and the tasker’s inquiry, we hope that could lead to assistance. MDSS/MDSA will continue to advocate for the infrastructure improvements through our local, state and national leaders.
- During the Stampede, MDSA/ McAlester City Leader’s learned there are currently 12 direct hire authorities across DoD similar to McAAP’s. McAAP has reported a positive impact from Direct Hire, shortening the hiring time from 120 days to 63 days. Since implementing the Direct Hire their work force has increased by approximately 300 employees. DoD officials shared they would like to combine and simplify the direct hire authorities into one under the Secretary of the Army’s authority. By sharing how this positively impacts McAAP, we can help encourage the delegation to issue Direct Hire as



a permanent solution to hiring troubles. In relation to Term to Perm, McAAP is currently beginning the process of moving employees from their temporary positions to permanent. This is because the employees needed to be employed for 2 years before they become eligible to become permanent. It is anticipated, this will also positively impact their workforce, keeping it diverse and also decreasing the need for employees to move positions to stay within their term limits.

- Overall, the Stampede was a great opportunity to share needs with the Department of Defense and the Oklahoma Delegation. They were incredibly supportive. DoD shared that McAlester is strategic in DoD's efforts to support the warfighter and a key component to increasing readiness and lethality.

Stampede Participants include:

Host

- Mr. John Browne – Mayor, City of McAlester / MDSA Member

McAlester Army Ammunition Plant (McAAP)

- Colonel Joseph Blanding – Commander, McAAP
- Mr. Brian Foris – Director, Business Development, McAAP / MDSA Member
- Mr. Steve Cox – Director of Engineering, McAAP / MDSA Member
- Mr. Brad Black – Director of Quality of Assurance, McAAP / MDSA Member

City of McAlester

- Mr. Kirk Ridenour – Director, Economic Development / MDSS Treasurer, MDSA Treasurer / MDSA Member
- Mrs. Jayme Clifton – Community Development Director / MDSA Member

Community Institutions / Congressional Representatives

- Dr. Steve Smith – President, Eastern Oklahoma State College / MDSA Member
- Mr. Jared Ward – Field Representative (McAlester, OK), Office of Senator Inhofe



- Ms. Krystal Bess – President/CEO, McAlester Area Chamber of Commerce/ MDSA Member
- Mr. Kevin Priddle – Executive Vice President, The Bank N.A./ MDSA Member
- o Accompanied by spouse, Michelle Priddle
- Mrs. Jessica Gregg – Executive Director, McAlester Defense Support Services/McAlester Defense Support Association

Defense Contractors

- Mr. Michael Mitchell – President, Defense Logistics and Energy, Chickasaw Nation Industries (CNI) / MDSA Member
- Mr. Jeff Keel – General Manager, CNI Advantage, LLC / MDSA Member
- Mr. Jeremiah Gideon – Capture Manager, CNI Defense Logistics Division / MDSA Member
- Mr. Freddie “Chip” Melton – Proposal Manager, Choctaw Defense / MDSA Member

Additional events this quarter include:

➤ Jessica has attended the following public events/meetings:

- June 25, 2018 - Jessica met with Johnston County Chamber of Commerce, Tishomingo, OK. From this meeting Jessica has reached out to the new City Manager with no response. Murray State College has responded and is interested in developing a partnership, currently working to schedule to present to the Dean and select faculty members.
- June 26, 2018 - MDSA hosted Annual Member Meeting, 6:30 pm at McAAP Ballroom/Building 59.
- July 30, 2018 - Jessica coordinated McAAP tour for Mr. Kevin Offel, CASA (Civilian Aide to the Secretary of the Army). Mr. Offel is responsible for reporting directly to the Secretary of the Army. Mr. Offel invited McAAP to participate in a “Meet your Army” event in Oklahoma City that took place in late September. Mr. Offel has also requested to attend next year’s



Stampede, which could be very helpful in our efforts to advocate on behalf of McAAP.

- July 30, 2018 - Jessica attended Town Hall meeting in Atoka, OK hosted by Choctaw Nation to review their recent designation as an Unmanned Air Systems testing sight. Choctaw Nation is one of 10 designated sites in the US and will be testing drone capabilities to manage herds, feral hogs, and agricultural needs.
- August 13, 2018 - Jessica, Josh Hass, MDSS Chairman, and Kirk Ridenour, MDSS Treasurer, attended a lunch meeting with Markwayne Mullin's staff members: Michael Stopp, Chief of Staff, Jason Self, Military and Veteran Advocacy and Miranda Military Liaison. This meeting was to discuss planning for the Stampede and current defense needs in our area.
- August 16th, 2018 - Jessica met with Cody Knight, Walmart, to discuss membership and current projects. Cody invited MDSA to apply for grant funding in March for Walmart's Gold Membership (\$1,000.00).
- August 16, 2018 - Jessica presented as guest speaker for Stigler Chamber of Commerce. One attendee submitted application for membership, listed below in membership update.
- August 21, 2018 - Jessica met with Pam Rossi, Eufaula Chamber of Commerce, to discuss membership and current projects. Pam shared their City Manager is also interested in membership and attending a tour on base. Jessica has been granted permission by Col. Blanding to form a community leader tour, in which MDSS will invite multiple city leaders from surrounding communities to participate. We're hoping this will help increase their understanding of the installations capabilities and how it impacts the economy of Southeastern Oklahoma.
- August 23, 2018 - Jessica volunteered with McAlester Chamber of Commerce to prepare for the Annual Banquet and hosted a booth during the New Member Showcase.
- September 4, 2018 - Jessica presented as guest speaker for Rotary International, McAlester. One attendee submitted application for membership, listed below in membership update.



- September 11th, 2018 - Jessica submitted application for Rotary and was accepted on September 18th.
- September 11th, 2018 - Jessica attended the McAlester Chamber's Executive meeting to discuss the Stampede. They voted to approve Krystal Bess to attend and agreed for us to split the cost of the hotel during Stampede.
- September 12th, 2018 - Jessica met with Mark Friestead, owner of AmercInn/ Best Western, regarding membership. He will select the Associate or Silver Membership after Stampede.
- September 13, 2018 - Jessica and Krystal Bess, McAlester Chamber, attended the Tech Symposium in Broken Arrow. Kirk Ridenour, City of McAlester, has been in contact with the UAS Cluster Initiative for Oklahoma and Kansas, the group who has been initiating the Tech Symposiums. The group is interested in hosting a Symposium in McAlester. Kirk has asked Jessica and Krystal to participate on the committee for the event, possibly scheduling for the Spring.
- September 17th, 2018 - Jessica met with Reina Owens, Advertising Director of McAlester News-Capital, regarding membership. She is interested in trading advertising space online and print for membership. She is meeting with her group to ensure there are no conflicts and may request I return to present.
- September 18th, 2018 - Santa Fe Agency became a Supporting member.
- September 18th, 2018 - Josh Hass assisted with arranging a meeting for Jessica and Susan Hoehne, owner of the building his business is in. She has agreed to become a member and is talking with her husband about which level they would like to choose.
- MDSS/MDSA Executive Committee (Brad, Josh and Kirk) and 3 directors from McAAP (Steve Cox, Robert Mabray, and John Ross) met with Markwayne Mullin and his Chief of Staff, Michael Stopp, September 19th for lunch.
- Kennedy Eyecare has agreed to become a Silver member as of September 21, 2018. Application and payment have not been received as of 10.17.18.
- October 1st – 4th, 2018 - MDSA/ McAlester City Leaders hosted the 7th Annual McAlester Stampede.



- October 8th and 9th, 2018 - Jessica attended the Association of The United States Army Convention.
- October 16th, 2018 - Jessica participated in a meeting with Kirk Ridenour, City of McAlester, Krystal Bess, Chamber of Commerce and members from the UAS Cluster Initiative: Harve Allen, Outreach Coordinator, Josh O'Brien Development Capital Networks and Kay Watson, Oklahoma Manufacturing Alliance. This was an initial meeting to discuss hosting a Tech Symposium in McAlester.
- October 18th, 2018 - Jessica participated on a conference call provided through Association of Defense Communities. This was a briefing on the status of Defense Industrial Bases provided by the White House and DoD. There was a study completed through multiple agencies to evaluate risks to industrial bases, such as: Sequestration, adverse impact on businesses, competing nations, and the decline of US trade skills. They also discussed the need for improved facilities and infrastructure. They expressed concerns for the amount of single source suppliers for needed products and fragile suppliers, who may be at risk of bankruptcy or closing. They reported they have identified over 300 concerns and they are working towards resolving these issues. They are supposed to forward a copy of the report, so hopefully that will give us the opportunity to understand where our improvements lie.

➤ Future Events Scheduled:

- Community Tour – TBA
- Four County Consortium Meeting as guest speaker – November 9th, 2018 11:30 am.

➤ New members:

- Oldham HomeCare – Silver Member, \$500.00
- McAlester Tag Office – Associate Member, \$250.00
- Sante Fe Agency - Supporting Member, \$100.00

➤ Members Committed with no form of payment sent at this time:

- Kennedy Eye Care – Silver Member, \$500.00



- AmericInn – Silver or Associate Member
- Susan Hoehen – No member designation decided

➤ Members considering Membership:

- Pittsburg County
- Express Employment Professionals
- Re/Max Advantage
- Murray State College
- The City of Eufaula
- Eufaula Chamber of Commerce
- MWR
- Atoka Industrial Park
- McAlester News-Capital
- Fastenal

Lastly, we would like to thank the Council and the City of McAlester for its continued support. The Stampede was most effective, as we're seeing taskers and reports following our requests. It should be noted, due to Inhofe's position as the Chairman of Senate Armed Services, we saw an increased amount of participation from the Department of Defense and House/Senate members during our VIP Reception. The top three leaders in the United States Army attended: The Secretary of the Army, The Army Chief of Staff and the Vice-Chief of Staff. The Stampede is a great tool in showing our support to our installation and we could not demonstrate that without the support of our Councilmen, so thank you!





McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018 **Item Number:** Consent Agenda D

Department: Stephanie Giacomo,

Prepared By: Executive Director **Account Code:**

Date Prepared: November 5, 2018 **Budgeted Amount:**

Exhibits: 1

Subject

Accept and place on file the Pride in McAlester Quarterly Report for the months of July to September, 2018.

Recommendation

Staff recommends acceptance of the Quarterly Report for Pride in McAlester for the months of July to September, 2018.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

PRIDE IN MCALESTER

QUARTERLY
REPORT TO THE
MCALESTER
CITY COUNCIL

JULY 2018
TO
SEPTEMBER 2018



Keep **Pride In McAlester**
McAlester Beautiful

KEEP AMERICA BEAUTIFUL AFFILIATE



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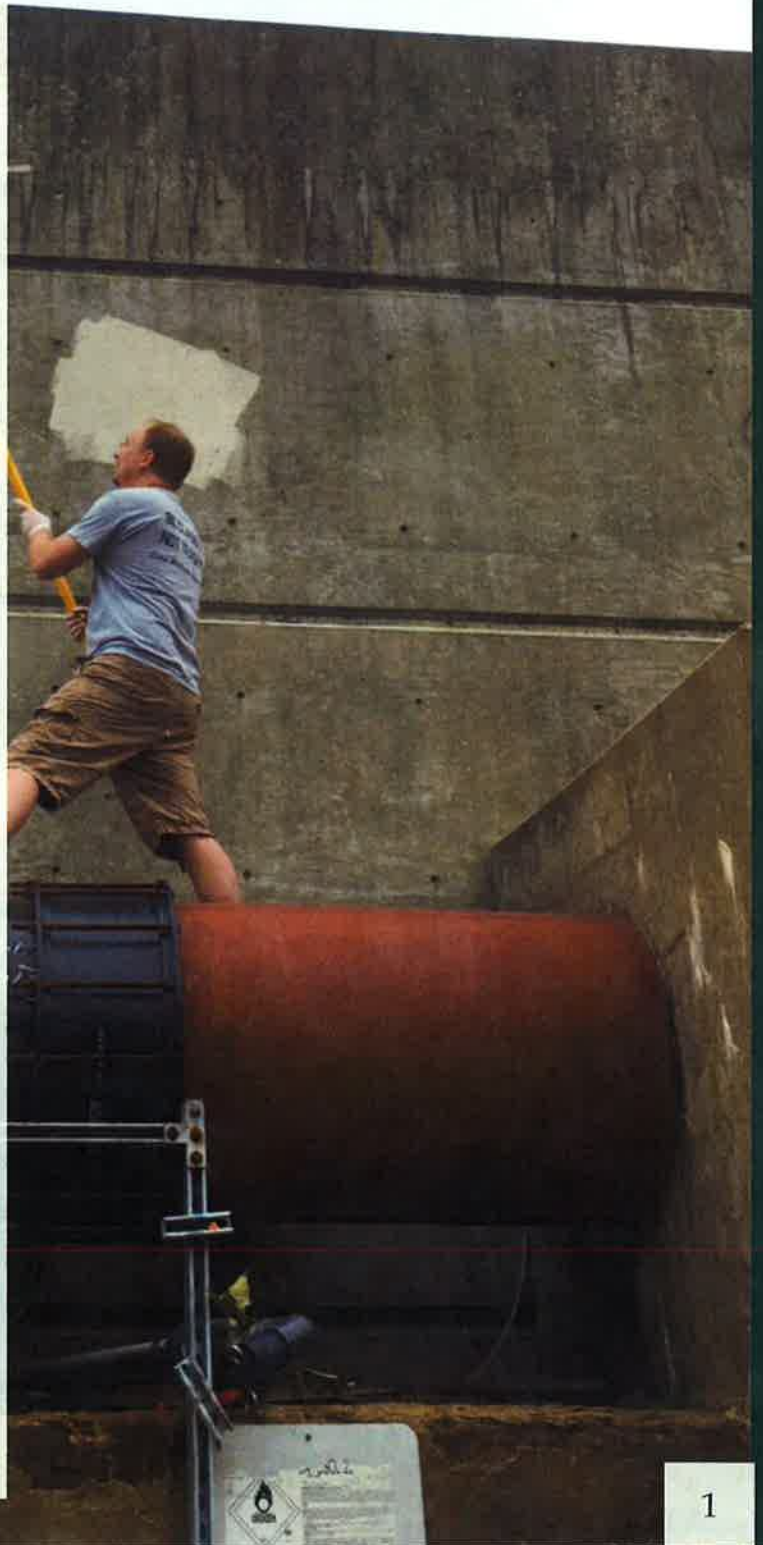
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ORGANIZATION

BOARD OF
DIRECTORS

MEMBERSHIP

VOLUNTEERS

FINANCIAL REPORT

BALANCE SHEET



BOARD OF DIRECTORS

Justin Few, President
David Beall, Vice President
Carol Bishop, Treasurer
Margaret Fields, Secretary
Mel Priddy
Vickie Cherry
Steve Harrison

*Board Meetings are held
monthly on the first
Thursday of the month at
12:00 pm in the
conference room of the
Clark Bass Building on
the McAlester Campus of
Eastern Oklahoma State
College.*

Cara Dorrell resigned from the Pride In McAlester Board of Directors in July 2018 after 6 years of service.

MEMBERSHIP

Individual	18
Family	24
Lifetime	23
Business	22
Nonprofit	8
Permanent Partner	7
Student	2

104

total memberships

VOLUNTEERISM

A total of 7 projects and 5 programs brought 264 volunteers to contribute 559 hours during the first quarter of 2018-2019.

DATE	PROJECT	LOCATION
July 14, 2018	Night Lights	Sixth and Third Wards
July 2018	Painting	Will Rogers Elementary
August 11, 2018	Stormwater Markers	Sixth and Second Wards
August 17, 2018	Commercial Electronics Collection	Former National Guard Armory
September 8, 2018	National Planting Day	Lee Park
September 19, 2018	City Work Day Assistance	Carl Albert Parkway
September 29, 2018	Fresh Paint Days	Lake McAlester

The Board of Directors spent

44 hours

supporting the organization during the first quarter of 2018-2019.

In addition to volunteer projects, another

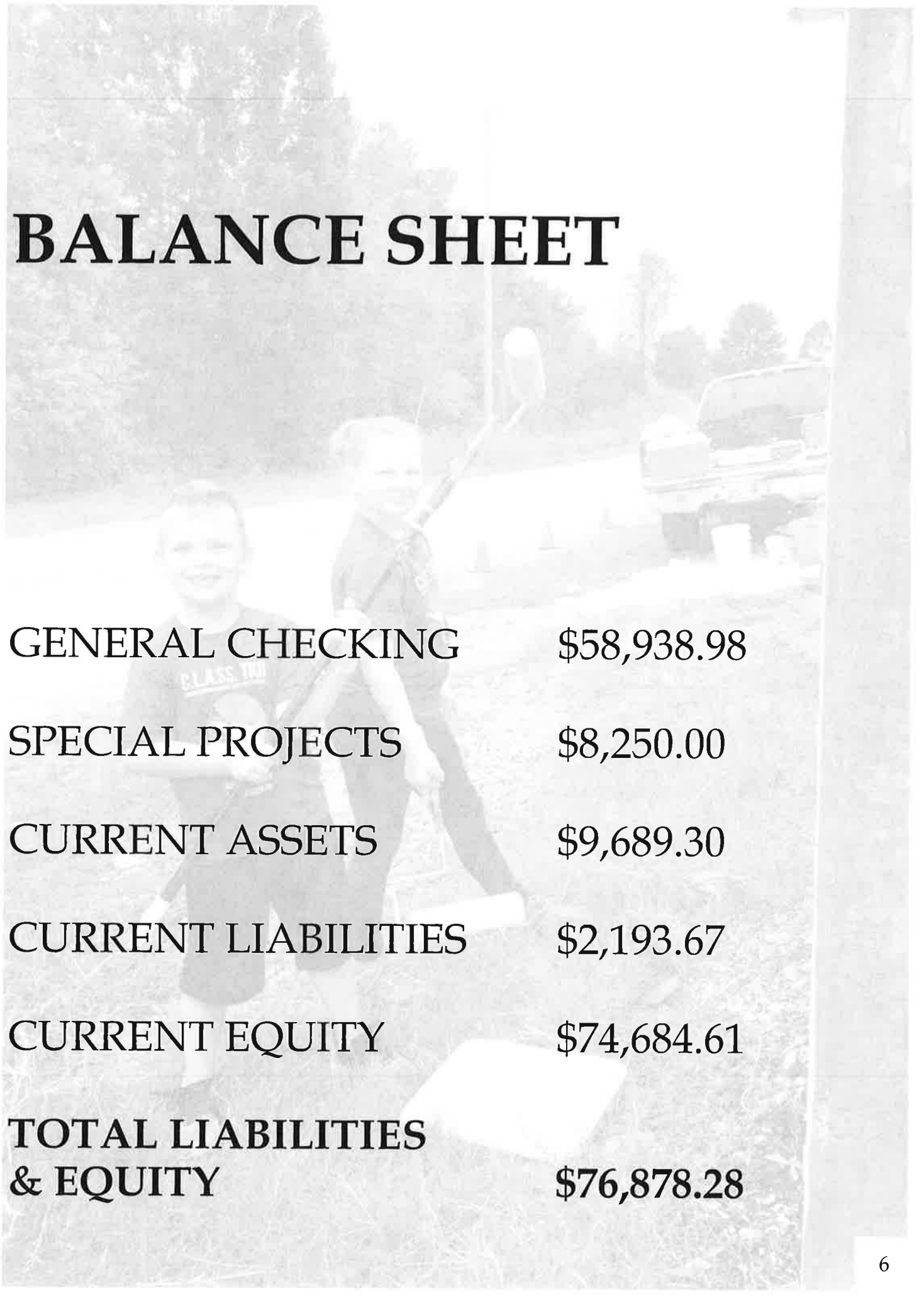
107 hours

of organizational support was provided by volunteers and in-kind labor.

FINANCIAL REPORT

Income	Annual Budget	First Quarter Actual	
Donations	\$12,000.00	\$3,576.76	30%
Grants & Sponsorships	\$17,000.00	\$9,460.00	56%
McAlester City Contract	\$60,000.00	\$15,000.00	25%
Membership Dues	\$3,000.00	\$1,920.00	64%
Special Projects (Streetscape)	-	\$5,700.00	-
Total Revenue	\$92,000.00	\$35,656.76	39%
Expenses			
Advertising	\$1,200.00	\$674.16	56%
Awards & Banquet	\$3,500.00	\$0.00	0%
Office & Storage Rent	\$5,000.00	\$2,006.40	40%
Office Supplies	\$2,000.00	\$227.15	11%
Payroll & Payroll Tax	\$43,000.00	\$9,563.35	22%
Travel & Meetings	\$2,500.00	\$621.63	25%
Insurance	\$1,300.00	\$1,155.00	89%
Household Hazardous Waste	\$23,000.00	\$0.00	0%
Electronic Recycling	\$10,000.00	\$2,130.00	21%
Dues, Fees, & Memberships	\$800.00	\$216.00	27%
Volunteer Projects	\$2,000.00	\$586.83	29%
Scholarship	\$500.00	\$0.00	0%
Public Art	\$2,000.00	\$408.10	20%
Vehicle Expenses	\$1,200.00	\$184.54	15%
Recycling	\$500.00	\$276.15	55%
Total Expense	\$98,500.00	\$18,049.31	18%
Net Gain/Loss*	\$6,500.00	\$16,607.45	
<i>In-Kind Donations</i>	<i>\$5,000.00</i>	<i>\$817.50</i>	<i>16%</i>

BALANCE SHEET

A faded background image showing two young children in a grassy field. The child in the foreground is wearing a dark shirt with 'CLASS 1900' on it. In the background, a car is parked on a road, and there are trees and a utility pole.

GENERAL CHECKING	\$58,938.98
SPECIAL PROJECTS	\$8,250.00
CURRENT ASSETS	\$9,689.30
CURRENT LIABILITIES	\$2,193.67
CURRENT EQUITY	\$74,684.61
TOTAL LIABILITIES & EQUITY	\$76,878.28

VOLUNTEER PROJECTS

NIGHT LIGHTS

COMMERCIAL
ELECTRONICS
RECYCLING

STORMWATER
MARKERS

NATIONAL
PLANTING DAY

FRESH PAINT DAYS



Night Lights

Twenty-five volunteers spent the evening of July 14, 2018 making note of non-working lights and identifying potential dark corridors throughout the City's Sixth and Third Wards. The data collected was then shared to the City of McAlester and the electric utility for possible repairs and improvements. A well-lit city helps Keep McAlester Beautiful by promoting healthier and safer neighborhoods. Huge thanks to Spaceship Earth Coffee for the use of their beautiful downtown space and to Public Service Company of Oklahoma for helping us coordinate and organize this project!



COMMERCIAL ELECTRONICS COLLECTION

Nearly twenty McAlester businesses successfully disposed of 14,000 pounds of electronic waste during Pride In McAlester's second Commercial Electronics Collection event. One volunteer helped check in participants who brought more than 25 loads of electronics to the Former National Guard Armory. PIM absorbed the \$2,130 cost without charging the businesses to participate.

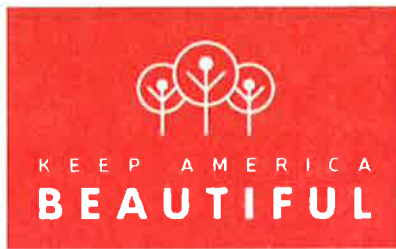


STORMWATER MARKERS



Twelve volunteers installed fifty-three stormwater markers on Saturday, August 18, 2018. Working throughout the city's sixth and second wards, they utilized adhesive and markers to remind residents and visitors that dumping is not allowed in the city's stormwater system. Displaying a frog in the center, the round markers state "No Dumping - Drains to Creek" to inform that the water will not be treated for impurities before directly affecting wildlife and plants.





NATIONAL PLANTING DAY

K A B . O R G

Eight volunteers turned out in light rainy conditions on Saturday, September 8, 2018 for the annual recognition of National Planting Day in McAlester! This year's project brought 5 new Sugar Maple trees to the City's Lee Park, which lies between Jeff Lee Pool and the Former National Guard Armory. As a fall initiative of Keep America Beautiful, National Planting Day "celebrates the critical nature of native plants and trees in enhancing biodiversity and rebuilding ecosystems. Beautiful public places transcend aesthetic appeal to positively impact the lives of area residents, visitors, businesses and institutions."





Pride In McAlester worked with the City of McAlester to transform the Lake McAlester Pump Station as part of Keep Oklahoma Beautiful's Fresh Paint Days program. Thirteen volunteers painted the concrete building in less than an hour on Saturday, September 29, 2018, covering unsightly graffiti. Sponsored by H.I.S. Coatings, Public Service Company of Oklahoma, and Waste Management, Fresh Paint Days "encourages volunteers to seek out unsightly community structures and renovate them with the creative use of resources."





PARTNERSHIPS

CITY OF MCALESTER
PROJECT

MCALESTER PUBLIC
SCHOOLS

CITY WORK DAY

The City of McAlester hosted a team building exercise on Wednesday, September 19, 2018 with employees painting curbs, fire hydrants and guard rails along the City's Carl Albert Parkway, Choctaw Avenue, and Washington Avenue. 120 employees from the City, Health Department, and supporting organizations spent two hours sprucing up the city, making it safer, healthier, and more beautiful. Pride In McAlester was proud to join in to help organize and supply the work day.



WILL ROGERS ELEMENTARY

Justin, Lori, and Noah Few completed several projects during July 2018 to help keep Will Rogers Elementary School a clean, green, and beautiful place for students to return for the Fall Semester.





PROGRAMS

PUBLIC SPACE
RECYCLING

PUBLIC ART

ADOPT-A-BLOCK
AND INTERSECTION

PUBLIC SPACE RECYCLING

Pride In McAlester has launched recycling of aluminum cans and plastic bottles in the city's Mike Deak area. Six recycling collection bins were deployed with the assistance of City Parks employees on Friday, August 10th and thanks to a grant from Keep Oklahoma Beautiful and Dr. Pepper/Snapple Group. PIM has purchased a bicycle with utility trailer for our Executive Director to conduct collections of the recyclables. The first trip saw all six bins are in use by visitors to the area and very little contamination is deposited in the bins!



EVENT RECYCLING



Pride In McAlester partnered with the McAlester Junior Buffs Volleyball team in Fall 2018 to separate plastic bottles for recycling during litter pickups following home football games at Hook Eales stadium. During the two games in September, 35 pounds of plastic recycling was diverted to the McAlester Recycling Center.

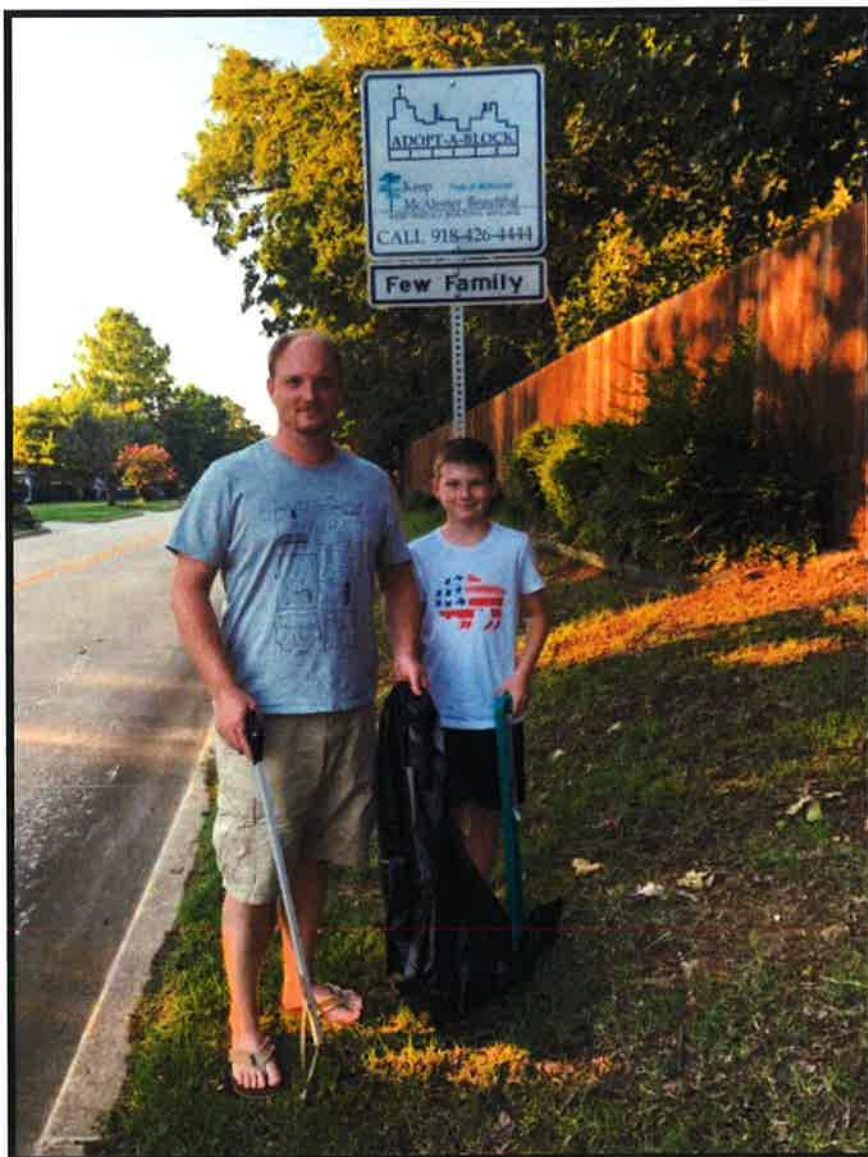


Pride In McAlester conducted recycling at three events during the first quarter of 2018-2019.





Pride In McAlester expanded the existing Adopt-A-Block program to include intersections on city streets in July of 2018. During the first quarter of 2018-2019, participants reported 15 volunteers completing 23 hours of volunteerism on their adopted areas.



Name	Area Adopted
Diana Curran Family	E. Main and Under 20 to 100
The Trese Family	Douglas Avenue from Hardy Springs to Coldstream
Priscilla M. Moore Family	300 Block of North 10th Street and the 900 Block of East Jefferson
Edmond Doyle Elementary	South & Vine & Short Street
Compass Capital Management	South 3rd Street from Wyandotte to Comanche
The Few Family	10th St. from South St. to Timber Lane
McKeown Moore	500 block of East Cherokee
Kenneth Eversum	1400 Block of Wade Watts Ave
Be Proachos	45th Street from South Avenue to Redford and Redford from 4th to Hickory Road
Warren Clinic	Van Buren Avenue between Strong and Industrial Boulevard
McAlester Homeschool Group	The area behind Taylor Rd's
Puro Realty, Inc.	East Comanche between 2nd and 3rd Streets
Stevens, Green, and Auld Families	Wood Road
The Hebbly Family	Tanglewood Drive from behind Riverside AutoFlex to Ponderable Road
The Kinsaid Family	Ponderable Road into front to Tanglewood Drive
Steve & Patty Harrison	Wade Watts Avenue from 17th Street East to Service Road
Kamacha Technology Center	Comanche Drive and 17th Street from Wade Watts to South Avenue
Sons of Confederate Veterans Camp 775	North 3rd Street between 9th Avenue and Edison Avenue
Old Town Association	South Avenue to 4th Street, 4th Street to Kirby Street, Kirby Street to Main Street
In Memory of Lucy Schlegel	South 4th Street from Adams to Van Buren
CRCHHS Behavioral Health Services	700 Block of East Wyandotte
In Memory of Bradley Don Tabers	West Washington Ave. from West Street to F
The Young Family	1300 Block of York Drive
L. Gervine Alumni Association	1100 Block of East Cherokee and East Cherokee and the Block of South 11th between the two
Allford, Cherry, Dendewelder, and House Families	South 10th St between Main Arthur & Douglas
Pittsburg County Republican Women	East Wyandotte from Main to 4th
Steve & Robin Worley	South 10th Street from Timber Lane to Main Street
The Filling Station	South 15th Street from South Avenue to Main Street
All Seasons Contracting	South 6th Street from Wyandotte to Cherokee
McPadden	14th Street from Douglas to Service Road
Infrastructure Solutions Group	Intersection at Strong Boulevard & Electric Avenue

PUBLIC ART



Pride In McAlester commissioned original artist Anita Caldwell-Jackson to restore the teacup perspective painting on a sidewalk along Choctaw Avenue. The art has been in place for four years and serves as a point of interest for visitors to the historic district.

Pride In McAlester recently partnered with the owners of Common Roots Mercantile to complete a mural in Downtown McAlester. Local artist Kindra Riddel painted the graffiti-style piece affectionately nicknamed “Fast Eddie.”





AWARDS & GRANTS

CLEAN COMMUNITY
DESIGNATION

LOWE'S
COMMUNITY
PARTNERS



Pride In McAlester received their third Oklahoma Clean Community Designation during a reception on Wednesday, September 5, 2018 at The Venue in Downtown McAlester. The event hosted speakers from the Oklahoma Department of Environmental Quality, Keep Oklahoma Beautiful, and local leaders on the impact Pride In McAlester has on a state and local level.



Lowe's Helps to Keep McAlester Beautiful with \$10,000 Community Improvement Grant



Keep America Beautiful, the nation's iconic community improvement nonprofit organization, today announced the organization is providing Pride In McAlester with a \$10,000 grant as part of the 2018 Keep America Beautiful/Lowe's Community Partners Grant Program. The 2018 Keep America Beautiful/Lowe's Community Partners Grant Program engages local volunteers, working alongside Lowe's Heroes volunteers, to take action on projects that focus on critical, local needs. Pride In McAlester's grant will be used to pay for a Household Hazardous Waste Disposal event on October 20, 2018 during the Fall Cleanup. "You don't always have opportunities like this and we are very thankful to be able to provide this service to the citizens of McAlester for a second time this year," said Justin Few, President of the Pride In McAlester Board of Directors. In addition to Pride In McAlester's grant initiative, Lowe's is supporting more than 40 other Keep America Beautiful grant-funded community service projects in 2018 as well as Keep America Beautiful's Great American Cleanup. Since the partnership began in 2011, Lowe's has contributed nearly \$8 million, with more than 2,100 Lowe's Heroes volunteers helping Keep America Beautiful improve local communities. "These targeted grant projects will provide significant benefits in many areas of the country, both urban and rural, that often are neglected," said Keep America Beautiful President and CEO Helen Lowman. "Our network of affiliates has been particularly creative in using these grassroots grants to develop and deliver programs that embrace their community members, while transforming often neglected public spaces into beautiful places." The Household Hazardous Waste Collection event takes place on Saturday, October 20th from 9 am to 3 pm at the Former National Guard Armory at 3rd Street and Polk Avenue. Household hazardous waste includes items such as prescription drugs (pills & liquids), syringes, motor fluids, grease, auto batteries, fluorescent bulbs, antifreeze, flammable liquids, batteries, pesticides/herbicides, oil-based and enamel paints, household cleaners, lawn care products, pool chemicals, thermostats/thermometers, old ammunition, liquid prescription drugs and syringes. "At Lowe's, we want to help people love where they live in the communities where our employees and customers live and work," said Julie Yenichek, Lowe's director of community relations. "Our commitment to community investment doesn't stop at charitable giving. We're proud of our Lowe's Heroes volunteer involvement and the difference they have made nationwide. Loving where you live extends beyond walls and fences, and we applaud Keep America Beautiful's vision."

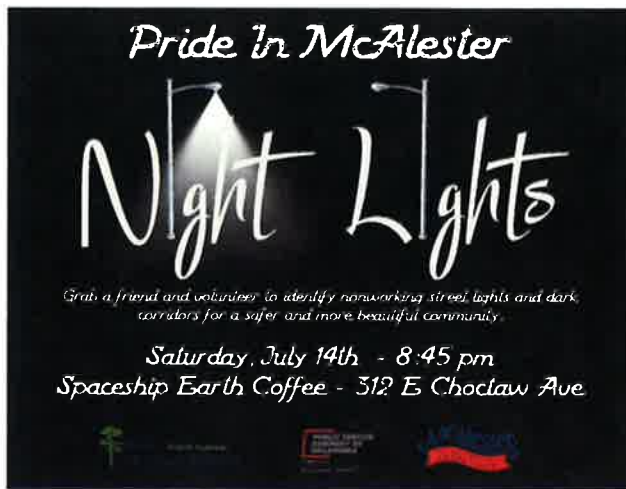


PROMOTION

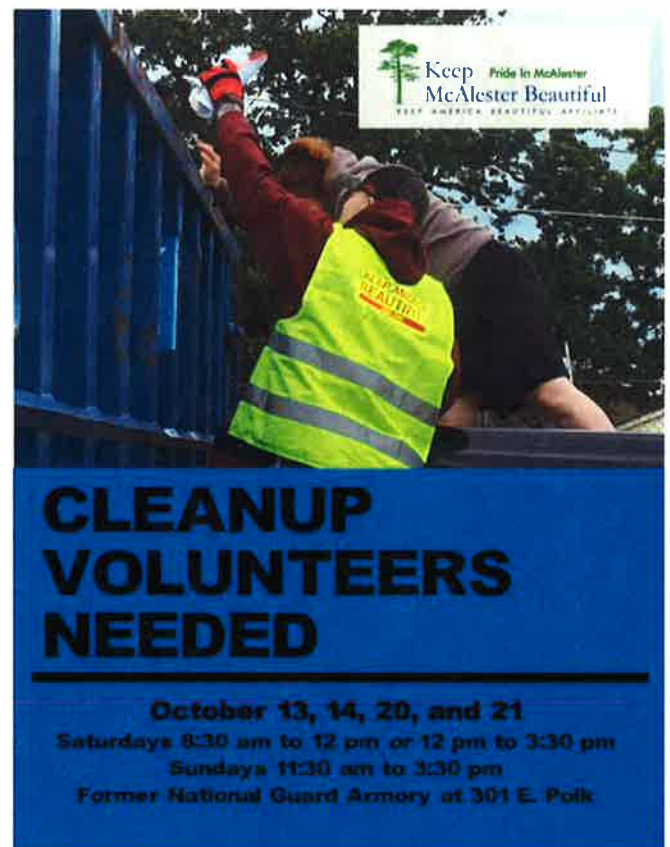
SOCIAL MEDIA

WEBSITE AND
EMAILS

FLYERS AND POSTERS



SOCIAL MEDIA



UPCOMING PROJECTS



OCTOBER 13, 14, 20, 21
FALL CLEANUP

NOVEMBER 15

AMERICA RECYCLES DAY

DECEMBER 15

COMMUNITY VOLUNTEER DAY

FEBRUARY 21

VOLUNTEER APPRECIATION BANQUET

MARCH 16

COMMUNITY VOLUNTEER DAY

APRIL 6, 7, 13,14, 20,21, 27, 28

SPRING CLEANUP

JUNE 15

COMMUNITY VOLUNTEER DAY



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>November 13, 2018</u>	Item Number:	<u>Consent Agenda E</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>October 25, 2018</u>	Exhibits:	<u>4</u>

Subject

Consider and act upon, entering into an updated lease agreement with Pitney Bowes, the lessor of our postage equipment, to begin on 1/30/2019. The equipment included will lower costs and better fit our mailing needs.

Recommendation

Motion to enter into the new lease agreement with Pitney Bowes as of 1/30/2019.

Discussion

The City of McAlester has been leasing postage equipment from Pitney Bowes since 2016.

After Sheila Maldonado and Kelsey Roberson spoke with Keven Greear, our account manager, he was able to adjust our equipment to better fit our needs. As a result, this new lease will save the City of McAlester \$809.58 per quarter (\$3,238.32 per year) by removing the folder/inserters and replacing it with a folder only. Time, space, and money will all be saved in doing so.

Please see included correspondence, equipment specifications, and lease agreement. If approved, lease agreement should be signed by Mayor John Browne.

Approved By

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

New Pitney Bowes agreement

KG

Kevin D. Greear <Kevin.Greear@pb.com>

Reply all |

Today, 11:56 AM

Kelsey Roberson

Inbox

SendPro P1500_Cut She...
137 KBDF800.pdf
335 KBMcA
28 KB

3 attachments (500 KB) Download all Save all to OneDrive - City of McAlester

Kelsey,

Based on our conversation and the information I received from Shelia I have attached the new agreement for McAlester Public Works. Some changes have been made which will right size the equipment based on needs and considerably lower the quarterly payment from \$2114.97 to 1305.39 for a savings of \$809.58 per quarter. The first change is to remove the folder/insertor and replace it with a simple folder for processing your checks. The current insertor is used only for folding checks and the insertor part is not used. By right sizing to a folder only the checks will be folded in half the time, the machine will take up much less space, and costs will be reduced. The 2nd change is to remove the black ink printing from the mail machine since that feature is not used. This will save on supply costs and further lower total costs. The other features will remain the same and the replacement version Sendpro 1500 will be updated to meet current postal requirements for Priority Mail and First Class Parcels to include tracking and delivery confirmation. After the agreement is signed and you scan it back to me PB will ship the replacement machine. It will arrive in about a week and I have instructed Shelia not to open any boxes. Our installation team will contact her for an appointment to complete installation and training at her convenience. Postage will be transferred and Shelia will be trained on use of the new folder and shipping application. Then service will prepare the old machines for pickup by our removal team. The agreement is part of the St of OK contract SW1008 and the new lower payment will begin 1/30/19. Please let me know if you have any questions.

Thanks

Kevin GreearMajor Account Manager
Covering Oklahoma and Texhoma
Greater Southwest Region

T 1-940-206-0448

F 1-203-460-9083

kevin.greear@pb.com

pitneybowes.com

Pitney Bowes telephone numbers:

Connect series support 1-877-213-7284

Web support 1-800-323-1472

Equipment Repair 1-800-522-0020 or **NEW** 844.256.6444 and choose CLIENT SERVICE

or TECHNICAL SUPPORT

Billing 1-800-228-1071

Supplies 1-800-243-7824

Postage by Phone 1-800-243-7800

<http://www.pitneybowes.com/us/support/account/create-a-case.html>



Shipping & Mailing
Postage Meters

SendPro™ P1500

Be more productive by making your job simpler.

Streamline your office workflow.

Shipping and receiving packages and sending daily letter mail are all a necessary part of doing business. Yet, these seemingly simple tasks can be complicated processes that demand proper attention.

The SendPro P1500 simplifies the process by integrating mailing, shipping and receiving into a single system. With this integration, the P1500 provides a simpler, more streamlined way to send letter mail and large envelopes as well as ship packages using your USPS®, FedEx® and UPS® business accounts. With the receiving application, you can accurately log all of your incoming packages' information so that you have a history of every package that has been delivered to your office.

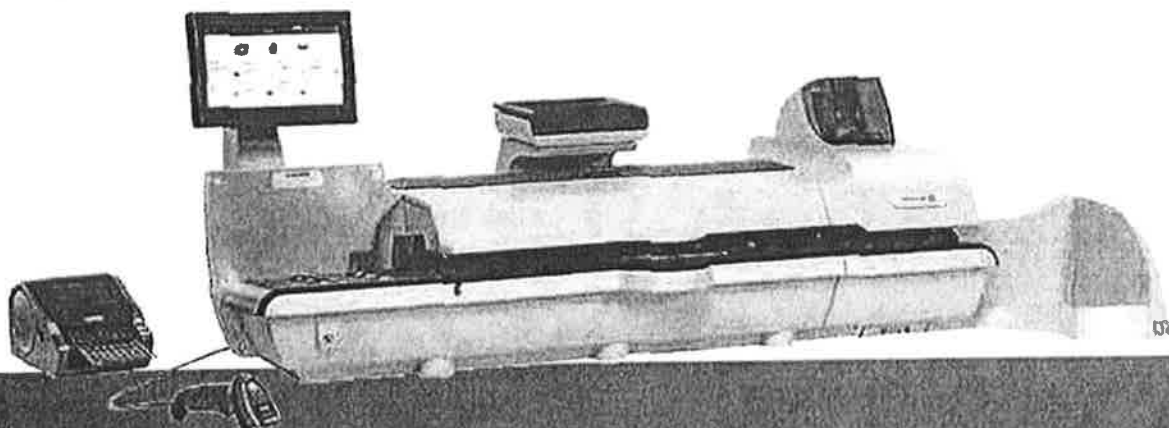
Plus, with sending costs rising and shipping becoming more complex, the P1500 can also quickly improve productivity and cost efficiency in your office.

Mail, ship and track with ease.

For letter mail, the SendPro P1500 will seal and print postage for your short and longer runs. It can automatically process up to 5/8" thick at up to 120 letters per minute.

With the Weigh-on-the-Way® feature, sorting mixed size mail is no longer necessary. The P1500 can process a stack of mixed size mail at up to 60 letters per minute applying the correct postage for each piece.

For package shipments, the P1500 allows you to review services provided by USPS, FedEx or UPS in order to pick which one is best for you. With the integrated scale and label printer, you can weigh, rate and ship right from your system. Now, you can get your packages delivered with the best cost and delivery options available.



For more information, visit us online: pitneybowes.com

Desktop shipping

The SendPro™ P1500 enables users outside the mail area to ship packages from their individual PCs. Office workers simply log in to send or track a package delivery. The optional integrated scale and label printer allow your office staff to weigh, rate and print professional shipping labels. No matter how many people in your office ship, equip them all with desktop capabilities that link to a central, controlled account that captures shipping history, carrier spend and package tracking details.

Manage inbound deliveries.

Automate and streamline the receipt and management of incoming packages using your P1500 and its integrated barcode scanner. The P1500 instantly logs package information, including carrier, recipient, sender, tracking number and date and time of receipt, keeping a history report of all your incoming packages so you know when each package was delivered. You also have the option to automatically alert the intended recipient with email notifications, making the entire process more accurate and efficient.

Simple user display

The modern, color touch screen display of the P1500 enables anyone in your office to pick the ideal service and complete each job quickly and accurately. The system guides the user with its easy-to-follow menus for processing mail and shipments with each of the three carriers: USPS®, FedEx® and UPS®.

Flexible printing

The P1500 also gives you unique control over envelope printing. From any desktop PC, you can upload your graphics to print a business logo, return address, or promotional

message in full color on outbound envelopes. Print just one or print a thousand. The savings add up. Its quick changeover gives you printing flexibility and can eliminate the premiums you pay for special envelope stock.

Specifications

Max processing speed (letters per minute)	Up to 60 WOW, and 120 non-WOW
Weigh-on-the-Way® (WOW)	Standard: Up to 16 oz. (500 g). Shape based rating is automatic.
Envelope processing	Thickness: feed and seal up to 3/8" Media size: 3 1/4" x 5" up to 10" x 14" Envelope flap depth: min. 1", max. 3 7/8"
Shipping: USPS-approved IMpb label printing	Standard: Print USPS shipping labels from attached adhesive label printer using Commercial Base Pricing discounts.
Shipping: Integrated FedEx and UPS	Optional: FedEx and UPS with existing business account. Print shipping labels from attached adhesive label printer.
Shipping: Desktop access	Optional: Integrated scale and printer attach to any PC with a USB connection.
Receiving: Inbound Package Management	Included: integrated software with reporting from base system. Optional: Scanning hardware, number of recipients, email notification capability.
Full color printing	Optional: Print return address, custom logo or promotional message. CMYK @ 1200 dpi
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode.
Weighing (large envelopes and packages)	10 lb. Standard. Additional options up to 70 lb. Differential weighing optional.
Postage accounting	Optional: Up to 100, 500, 1000, 2000, 3000 max accounts for postal meter analytics.
Expanded analytics	Optional: INVIEW® Analytics (web-based), Business Manager, SendSuite® shipping solutions
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS Retail rates)
Color touch screen display	Standard: 10.2" (WSVGA); Optional: 15" detachable display (XGA)
Peripheral hardware options	Account barcode scanner, laser report printer, wireless keyboard (for quick alpha-numeric entries)
Dimensions	53"L x 25"D x 24"H (with Basic Apps Display). Drop Stacker adds 12" to L. Color adds 6.5" to L. 15" Display adds 2" to H.



United States
3001 Summer Street
Stamford, CT 06926-0700

Makes folding your mail a cinch

OfficeRight® Folder
DF800

Improve your day

There are so many important things to accomplish every day when you're on the job. Communicating to customers is critical for business success, yet folding documents to get them ready for mail distribution can be a tedious and time consuming undertaking. The DF800 folder is a flexible folder that handles the job in a snap, making your day's goals that much easier to realize.

Talking to your customers

There are many effective ways to use the mail to communicate to your customers. Studies show that companies that stay in touch are much more likely to have higher levels of customer satisfaction. You can use the mail to:

- Generate sales leads and store/website traffic
- Communicate special offers, news, information
- Raise new service and product awareness
- Build customer loyalty
- Enhance brand recognition

What can you expect?

The DF800 folder helps you prepare your mail effortlessly. It automatically feeds, folds and collects your documents in the stacker, making them envelope ready. And it does so quickly – it holds 325 sheets and processes up to 13,000 pieces per hour! It hardly takes up any space so you can place it in the most convenient work spot. You'll also find:

- Friendly, modern, and easy to operate control panel with backlit LCD
- Stores 20 jobs with only minimal side guide user adjustments
- Manual feed function allows up to 5 sheets, stapled or unstapled
- Productivity is dramatically enhanced with on-the-fly loading
- Flexibility and higher output by automatically adjusting speed any time
- Uninterrupted stacking up to 1,000 pieces with the optional high capacity stacker

Folding versatility

The DF800 folder handles paper weights from 15-32 lbs. and paper sizes of minimum 5"W x 5"L to maximum 9.02"W to 16"L. You'll also get to choose 7 different types of folds to fit your applications.



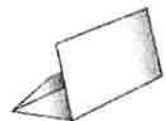
Single-fold



Double-fold



Letter or C-fold



Offset C-fold



Z-fold



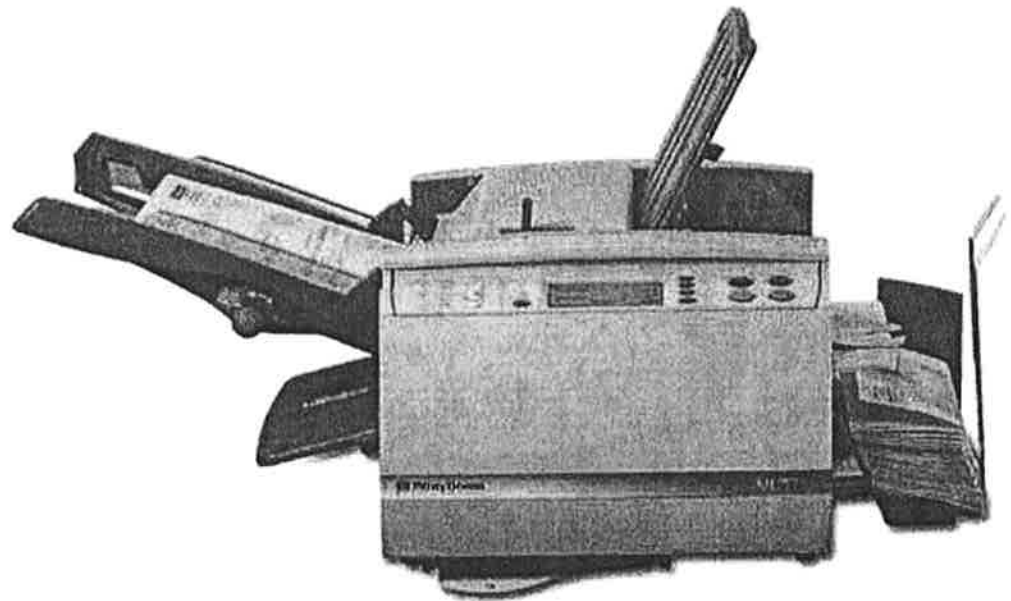
Offset Z-fold



Gate-fold

DF800 folder specifications

Folding Speed:	Up to 13,000 pieces per hour (5 settings)
Speed Settings:	5 (adjustable while running)
Fold Plate Settings:	Automatic
Load on the fly:	Yes
Manual Feed:	Up to 5 sheets (stapled or unstapled)
Feed Capacity:	325 Sheets
Double Detect:	Yes
Trial Piece:	Yes
Standard Stacking Capacity:	135 C-folded sheets
Optional Stackers:	Conveyor Stacker (500 sheets) Extension (1,000 sheets)
Paper Folding Size:	Up to 9" x 16"
Paper weights:	15 to 32 lbs.
Equipment Weight:	50.7 lbs. with standard stacker
Paper Size:	Minimum: 5.0"L x 5.0"W Maximum: 16.0"L x 9.02"W
Dimensions with Standard Stacker:	38.8"L x 20.3"W x 17.3"H
Electrical:	120v to 220v, 50/60 Hz



Pitney Bowes, the Corporate Design and GiftRight are trademarks owned by Pitney Bowes Inc. All other trademarks are the property of the respective owners.

For more information call
1 800 322 8000 or visit us online:
www.pb.com

World Headquarters
1 Elmcroft Road
Stamford, CT 06926-0700

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An Equal Opportunity Employer.
Printed in U.S.A. AD11979 0609





NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

MCALESTER PUBLIC WORKS AUTH

Sold-To: Address

28 E WASHINGTON AVE, MCALESTER, OK, 74501-4644, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Kelsey Roberson

918-423-9300

0010302370

Bill-To: Address

PO BOX 578, MCALESTER, OK, 74502-0578, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Kelsey Roberson

918-423-9300

0017272015

kelsey.roberson@cityofmcalester.com

Ship-To: Address

28 E WASHINGTON AVE, MCALESTER, OK, 74501-4644, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

SHEILA MALDONADO

918-423-9300

0010302370

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	FOLDER	Folder
1	DF80	DF800 - OfficeRight Folder
1	STDOLA	Standard SLA-Equipment Service Agreement (for Folder)
1	TB70001	OfficeRight Folder Localization Kit- US
1	SENDPROPSERIES	SendPro P Series
1	1FW1	Differential Weighing Feature
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (145/70 Lpm)

1	M9SS	Mailstream IntelliLink Services
1	MP0X	Differential Weigh 2, 5, & 10lb scale
1	MSD2	15" Color Touch Display
1	MW90007	SendPro P Series Drop Slacker
1	MW96000	Weighing Platform
1	PTJ1	Postal Shipping
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 435.13	\$ 1,305.39

*Does not include any applicable sales, use, or property taxes which will be billed separately

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☒ Purchase Power® transaction fees included
☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT AOSPO16-169997-SW1008
State/Entity's Contract #

Lessee Signature _____
 Print Name _____
 Title _____
 Date _____
 Email Address _____

Pitney Bowes Signature _____
 Print Name _____
 Title _____
 Date _____

Sales Information

Kevin Greear

kevin.greear@pb.com

Account Rep Name

Email Address



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>11/13/2018</u>	Item Number:	<u>Consent Agenda F</u>
Department:	<u>Fire Department</u>	Account Code:	<u></u>
Prepared By:	<u>Brett Brewer</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>11/05/2018</u>	Exhibits:	<u>4</u>

Subject

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

Recommendation

Motion to approve renewal of our county liability insurance, funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services, in the amount of \$226.00

Discussion

The fire department is required to carry liability insurance on the requisition officer and receiving officer that make county purchases. It is time to renew our policy

Approved By

Initial

Date

BB

11//05/2012

Department Head

City Manager

P. Stasiak

The Burrows Agency
307 W. Patti Page Blvd.
Claremore, OK 74018-0867
Phone: 918-341-2196

City of McAlester Fire Dept
Carol Janisch
PO Box 578
McAlester, OK 74502

INVOICE NO. 22248		Page 1
ACCOUNT NO.	OP	DATE
MCALE-4	LP	10/26/2018
Commercial Package		
POLICY #		LOAN #
VFIS-TR-2070701		
COMPANY		
American Alternative Ins. Corp		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
11/14/2018	11/14/2019	

Itm #	Eff Date	Trn	Type	Policy #	Description	Amount
122442	11/14/18	NEW	PCKG	VFIS-TR-2070701	18/19 VFIS Crime Policy	\$226.00
Invoice Balance:						\$226.00

ALL RENEWAL INVOICES OR INSTALLMENTS MUST BE PAID WITHIN 90
DAYS OF THE INVOICE DATE TO AVOID CANCELLATION.



CERTIFICATE OF LIABILITY INSURANCE

MCALE-4

OP ID: LP

DATE (MM/DD/YYYY)

10/26/2018

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

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

PRODUCER The Burrows Agency Dave Burrows 307 W. Patti Page Blvd. Claremore, OK 74018-0867	918-341-2196	CONTACT NAME: Jerrad Van Coots PHONE (A/C, No, Ext): 918-341-2196 FAX (A/C, No): E-MAIL ADDRESS: jcoots@burrowsagency.com
INSURED City of McAlester Fire Dept Carol Janisch PO Box 578 McAlester, OK 74502		INSURER(S) AFFORDING COVERAGE INSURER A: American Alternative Ins. Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 19720G

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			VFIS-TR-2070701	11/14/2018	11/14/2019	PEBLKT Position 60,000 60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Position Schedule, \$60,000 ea
Requisition Officer
Receiving Agent

CERTIFICATE HOLDER**CANCELLATION**

City of McAlester Fire Dept
PO Box 578
McAlester, OK 74502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynne Pessay

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

11/5/2018
2:17:51PM

Appropriation Ledger
Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
Fiscal Year 2018-2019

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/2/2018	CARRYOVER BALANCE			\$132984.44	CARRYOVER FROM 2017-2018			132,984.44	0.00	132,984.44
	8/6/2018	TRANSFER			\$-28000.00	TRANSFER TO FD-MCAL-3			104,984.44	0.00	104,984.44
	8/6/2018	MONTHLY APPROPRIATION			\$6049.26	JULY 2018			111,033.70	0.00	111,033.70
	9/4/2018	MONTHLY APPROPRIATION			\$6177.33	AUGUST 2018			117,211.03	0.00	117,211.03
	10/1/2018	MONTHLY APPROPRIATION			\$5872.59	SEPTEMBER 2018			123,083.62	0.00	123,083.62
	10/1/2018	PENGUIN MANAGEMENT IN	002716	\$204.41					123,083.62	204.41	122,879.21
	10/1/2018	WILSON, JAMES D.	002717	\$950.00					123,083.62	1,154.41	121,929.21
	10/8/2018	PENGUIN MANAGEMENT IN	002716			\$204.41	10/18/2018	000324	122,879.21	950.00	121,929.21
	10/8/2018	WILSON, JAMES D.	002717			\$950.00	10/17/2018	000325	121,929.21	0.00	121,929.21
	10/8/2018	Range Totals:		\$1,154.41	\$0.00	\$1,154.41					

Year Total: \$1,154.41

\$0.00

\$1,154.41

\$121,929.21

\$0.00

\$121,929.21

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

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

11/5/2018
2:18:06PM

Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY

Fiscal Year 2018-2019

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/2/2018	CARRYOVER BALANCE			\$23722.48	CARRYOVER FROM 2017-2018			23,722.48	0.00	23,722.48
	8/6/2018	TRANSFER			\$28000.00	TRANSFER FROM FD-MCAL-2			51,722.48	0.00	51,722.48
	8/22/2018	CASCO INDUSTRIES	001509	\$42,182.00					51,722.48	42,182.00	9,540.48
	8/22/2018	Range Totals:		\$42,182.00	\$0.00	\$0.00					

Year Total: \$42,182.00

\$0.00

\$0.00

\$51,722.48

\$42,182.00

\$9,540.48

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

Page 1 of 1

F:\D:\mifm\reports\paidappledgreport2.rpt



McAlester City Council

AGENDA REPORT

5

Meeting Date:	<u>11/13/2018</u>	Item Number:	<u>Consent Agenda G</u>
Department:	<u>Fire Department</u>	Account Code:	<u></u>
Prepared By:	<u>Brett Brewer</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>11/05/2018</u>	Exhibits:	<u>1</u>

Subject

Discussion and possible action, on approval of an agreement for mutual aid between McAlester Ammunition Plant and City of McAlester Fire Department.

Recommendation

Motion to approve the mutual aid agreement.

Discussion

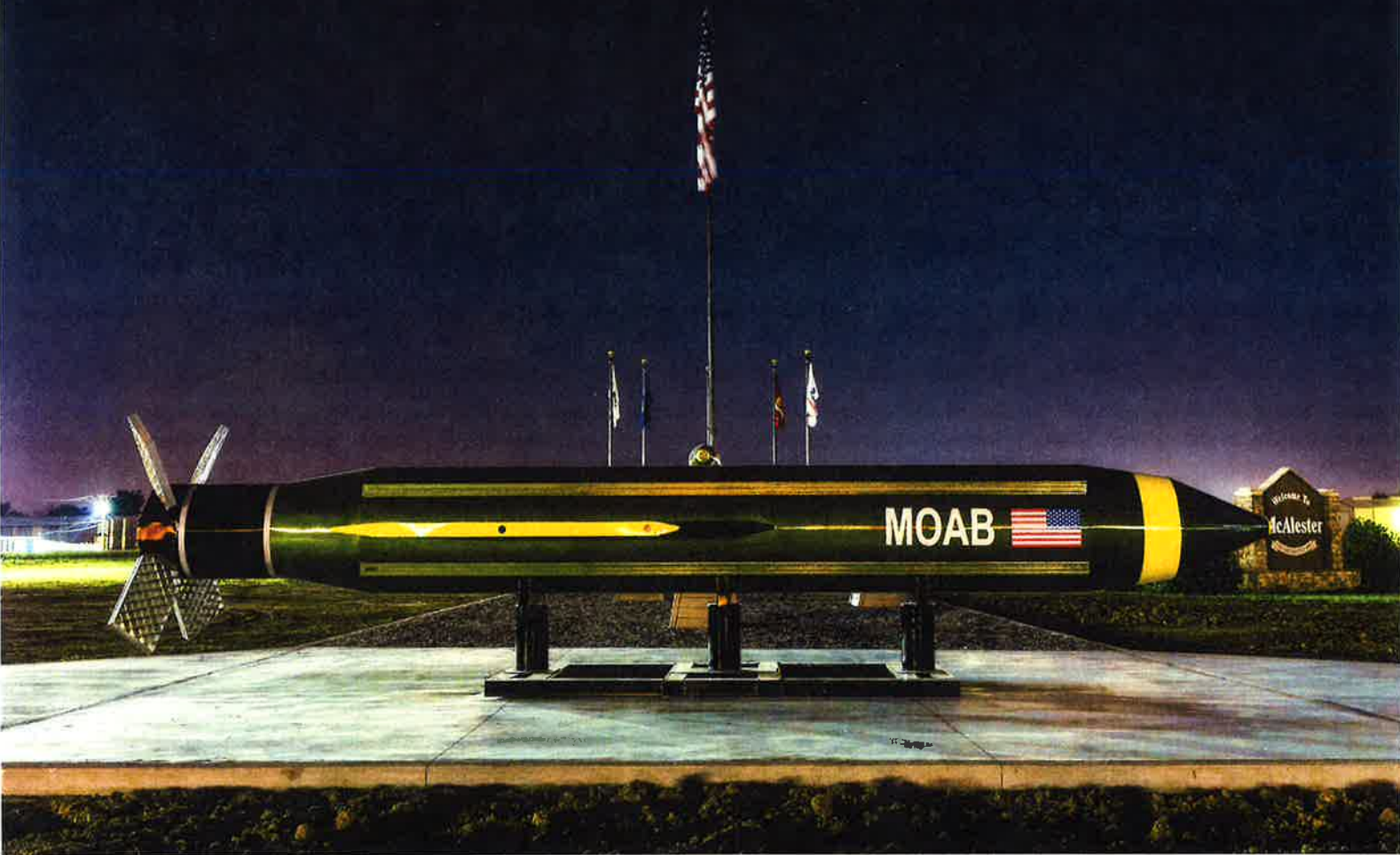
The purpose of this agreement is to secure to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in protection of life and property from fire, hazardous materials incident and in firefighting.

Approved By

Department Head	<i>Initial</i>	<i>Date</i>
City Manager	P. Stasiak <u>BB</u>	<u>11/05/2018</u>

AGREEMENT FOR MUTUAL AID BETWEEN McALESTER ARMY AMMUNITION PLANT AND CITY OF McALESTER FIRE DEPARTMENT, OKLAHOMA

Photography by Frank Margie Jr.



**AGREEMENT FOR MUTUAL
AID BETWEEN
MCALESTER ARMY AMMUNITION PLANT
AND
CITY OF MCALESTER FIRE DEPARTMENT, OKLAHOMA**

This agreement, entered into on this 6th day of August 2018, between the Commander, McAlester Army Ammunition Plant acting pursuant to the authority of section 42 U.S.C. 1856a and the City of McAlester, Oklahoma is securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident and in firefighting. It is agreed that:

- a) On request to a representative of the McAlester Army Ammunition Plant Fire and Emergency Services by a representative of the City of McAlester Fire Department, firefighting equipment and personnel of McAlester Army Ammunition Plant Fire and Emergency Services will be dispatched when available to any point within the area for which the City of McAlester normally provides fire protection or hazardous materials incident response as designated by the representatives of the City of McAlester.
- b) On request to a representative of the City of McAlester by a representative of the McAlester Army Ammunition Plant Fire and Emergency Services, firefighting equipment or hazardous materials incident response and personnel of the City of McAlester Fire Department will be dispatched when available to any point within the firefighting or hazardous materials incident response jurisdiction of the McAlester Army Ammunition Plant as designated by the representative of McAlester Army Ammunition Plant Fire and Emergency Services.
- c) The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d) Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - 1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment, and number of personnel to be furnished will be determined by a representative of the responding organization.
 - 2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.
 - 3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.
 - 4) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the City of McAlester normally

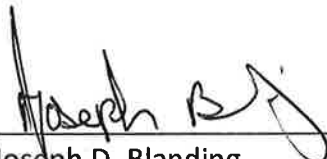
- provides fire protection, the Chief of the McAlester Army Ammunition Plant Fire and Emergency Services or his or her representative, will serve as a unified command upon their arrival at the scene of the crash.
- 5) Where local agencies do not assign an incident safety officer, a McAlester Army Ammunition Plant representative will be assigned to act as the incident safety officer for McAlester Army Ammunition Plant Fire and Emergency Services to observe McAlester Army Ammunition Plant operations.
 - 6) The responding organization will have automatic consent to operate on requesting agencies radio frequency.
- e) The City of McAlester may claim reimbursement for the direct expenses and losses that are additional firefighting or hazardous materials incident costs above the nominal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151, Reimbursement for Costs of Fire Fighting on Federal Property.
 - f) Both parties agree to implement the National Incident Management System during all emergency responses on and off installation in accordance with NFPA 1561.
 - g) Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.
 - h) The Chief Fire Officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal bases, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and as feasible, to jointly conduct pre-fire planning inspections and drills.
 - i) The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
 - j) All equipment used by the City of McAlester in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the City of McAlester under this agreement will, at the time of such action, be an employee or volunteer member of the City of McAlester.
 - k) This agreement shall become effective upon the date the last signatory signs the agreement and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

John Browne
Mayor
City of McAlester, Oklahoma

DATE


Brett Brewer
Fire Chief
City of McAlester, Oklahoma

DATE



Joseph D. Blanding
Colonel, U.S. Army
Commanding Officer
McAlester Army Ammunition Plant

16 Aug 18
DATE



William Tollett
Fire Chief
McAlester Army Ammunition Plant

8/8/18
DATE



McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018 Item Number: Consent Agenda H
Department: Fire
Prepared By: Brett Brewer, Fire Chief Account Code: _____
Date Prepared: November 8, 2018 Budgeted Amount: _____
Exhibits: 1 (agreement)

Subject

Consider and act upon, an agreement between Intermedix and the City of McAlester in regards to ambulance billing.

Recommendation

Motion to approve the ambulance billing agreement between Intermedix and the City of McAlester.

Discussion

Approved By

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

**CITY OF MCALESTER
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX
FOR
AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2018 (the "Effective Date") by and between **City of McAlester**, an Oklahoma Municipality, with principal offices located at 28 East Washington, McAlester, Oklahoma 74502 ("Client") and **Advanced Data Processing, Inc.**, a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. **ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

2. **SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing System (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. **ACCESS TO BILLING SYSTEM.**

3.01 Right to Use. During the Term of this Agreement, Intermedix grants to Client, access to Intermedix billing system solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client ("Billing System"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with Client any information or data posted by or for the benefit of Client on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing System, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing System or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing System or in any way attempt to discover or reproduce source code for the Billing System, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing System. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing System, any other Service or the Documentation.

3.03 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the Billing System, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing System at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the Billing System.

3.04 Reporting. Operational and financial data reports for Client will be available on the Billing System when the Billing System is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.05 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the Billing System, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's

business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3.06 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing System and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

3.07 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. CLIENT RESPONSIBILITY.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing System. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the Billing System or (iv) any loss or theft of a hardware device on which a User has access to the Billing System (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Billing System until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing System, (ii) any other intellectual property rights of Intermedix or its

affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the Billing System in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing System, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the Billing System, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Six and seventy-five hundredths percent (6.75%) of all monies collected by Intermedix for EMS billing provided by Client less refunds ("Net Collections"), plus

(b) Three percent (3.0%) of all monies collected for use of Intermedix-provided field data capturing and reporting system consisting of four (4) Pen-based Panasonic CF-20 Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as "TripTix®"), less refunds ("Net Collections").

(c) Three percent (3.0%) for credit card processing fee, plus

(d) All amounts set forth in any Exhibit, attached hereto.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to City of McAlester, P.O. Box 578, McAlester, OK 74502 ATTN: _____. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client agrees to assume and be responsible for all costs associated with such program. Client agrees to utilize and be responsible for a lockbox or remote deposit capturing. Client agrees to give Intermedix access to the lockbox for payment posting verification. Client agrees to assume and be responsible for all credit card costs.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. **SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. **INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. **LIMITATION ON LIABILITY.** INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE BILLING SYSTEM, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT. CLIENT'S LIABILITY IS LIMITED TO ANY AMOUNT OF FEES OWING INTERMEDIX AT THE TIME OF THE OCCURANCE OF THE EVENT GIVING RISE TO SUCH LIABILITY AND CANCELLATION OF THIS AGREEMENT.

10. **INSURANCE.** Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

11. **CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.**

11.01 Confidential Information. Each party (the “Discloser”) may disclose to the other party (the “Recipient”) certain non-public information relating to the Discloser’s business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure (“Confidential Information”). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser’s Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser’s Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient’s obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser’s Confidential Information only for the purpose of performing Recipient’s obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser’s Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the “BA Agreement”), if applicable.

11.03 Return of Confidential Information. Subject to applicable law and section 10.c of the BA Agreement, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, or as applicable as outlined in section 10.c of the BA Agreement, and if required, the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the “BA Agreement”). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix’s obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in

the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a “Revised BA Agreement”), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. **NON-SOLICITATION.** For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client’s accounts, without the prior written consent of Client and Intermedix.

13. **ATTACHMENTS.** The following named attachments are made an integral part of this Agreement:

- a. Scope of Services (Exhibit A attached hereto and made a part hereof);
- b. Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- c. Optional Services (Exhibit C attached hereto and made a part hereof); and
- d. TripTix Program (Exhibit D attached hereto and made a part thereto).

14. **TERM AND TERMINATION.**

14.01 Term. This Agreement shall be effective for an initial one (1) year period, commencing on the Effective Date unless terminated as provided in Section 14.02 below (the “Initial Term”). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement may be renewed for successive, renewable one (1) year periods if mutually agreed prior to the end of each successive fiscal year (“Renewal Terms”; collectively, the Initial Term together with any Renewal Terms are the “Term”), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

a. Termination without Cause. Following the Initial Term of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

b. Termination with Cause. If Intermedix, materially fails to perform any obligation required under this material term or condition of this agreement, and such material default, being curable, continues uncured for thirty (30) calendar days after written notice from Client to Intermedix specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this agreement upon the expiration of said thirty (30) calendar day period

c. If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

d. Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. **FORCE MAJEURE.** Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement,

neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. **GENERAL WARRANTIES AND DISCLAIMERS.**

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. **EXPORT LAWS.** Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. **ASSIGNMENT OF AGREEMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. **NOTICES.** Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be

deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client: City of McAlester
Attn: Peter Stasiak, City Manager
P. O. Box 578
McAlester, OK 74502

To Intermedix: Intermedix Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308
Attn: Legal Dept., Contracts

21. **SEVERABILITY.** If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. **ENTIRE AGREEMENT.** This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. **AMENDMENT/WAIVER.** This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. **ATTORNEYS FEES.** Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. **CONSTRUCTION OF AGREEMENT.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party.

The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. **COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

**ADVANCED DATA PROCESSING, INC.,
a subsidiary of INTERMEDIX
CORPORATION, a DELAWARE
CORPORATION**

**CITY OF MCALESTER, AN
OKLAHOMA MUNICIPALITY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A
Scope of Services

A. Base Services and Obligations:

Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:

1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
7. Maintain records of services performed and financial transactions.
8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
10. Intermedix will support Client in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc. Client will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payers, such as Out of State Medicaid programs, and other payors not commonly billed
11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
13. Provide a designated liaison for Client, patient and other Payor concerns.
14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
23. Maintain responsibility for obtaining missing or incomplete insurance information.
24. Provide accurate coding of medical claims based on information provided by Client.
25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to Intermedix's Billing System to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

B. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings or actual loaded miles transported such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing in accordance to the Notices section of this Agreement.

Exhibit B

Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) supplements and is made part of the Underlying Agreement (as defined below).

This BA Agreement is entered into between **City of McAlester** (“Covered Entity”) and **Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation** (“Business Associate”), effective as of the Effective Date of the Underlying Agreement.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information (“PHI”) that is confidential under state and federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.**

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. **Obligations of Business Associate.**

a. **Permitted Uses and Disclosures.** Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate’s obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that

Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Creation and Use of De-Identified Data. Business Associate may de-identify any and all PHI, provided that any process or mechanism used to de-identify the data meets the requirements of 45 C.F.R 164.514(a)-(b). Business Associate may use or disclose (and permit others to use or disclose) such de-identified data on a perpetual unrestricted basis, but in no case shall Business Associate attempt to run or develop any keys, codes or algorithms that may be used to re-identify the data.

c. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

d. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

e. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

f. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

g. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents as defined herein. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such

accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered

Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. **Minimum Necessary.** To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. **State Privacy Laws.** Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. **Termination.**

a. **Breach by Business Associate.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. **Breach by Covered Entity.** If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Entity may terminate its relationship with Covered Entity.

c. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend

the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

14. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

17. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

City of McAlester
P. O. Box 578
McAlester, OK 74502
Attn: Peter Stasiak, City Manager
Telephone no: (918) 421-4950
Email: peter.stasiak@cityofmcalester.com

If to Business Associate:

Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Chief Compliance Officer
Telephone no: 954-308-8700
Facsimile no: 954-308-8725

Exhibit C

Optional Services

Intermedix will provide the following specific optional services by mutual written agreement between Intermedix and Client:

1. If Client has purchased TripTix® product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix® based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

Exhibit D
(TripTix® Program)

This Exhibit D, effective as of the Effective Date of the Agreement, hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Exhibit D. In regards to the Product, to the extent the terms and conditions of the Agreement are in conflict with this Exhibit D, the terms of this Exhibit D shall control. Where not different or in conflict with the terms, conditions and definitions of this Exhibit D, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Exhibit D as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix® solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or Billing System (“Product” as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Term of the Agreement, as well as subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Exhibit D, the following definitions shall apply:

(a) “Addendum Effective Date” shall mean the date on which the last party to this Addendum executed it.

(b) “Intellectual Property” shall mean all of Intermedix’s rights in and to the Product and Product Unit, including, without limitation, Intermedix’s copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and “know how” and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

(c) “Product” shall mean, collectively, each TripTix® Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

(d) “Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Exhibit D containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

(e) “Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

(f) “Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

(g) “Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

(h) “Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

(i) “Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 4.01 of this Exhibit D during the Term. Additionally, in the event that Client terminates this Exhibit D during the period twelve (12) months following the Agreement Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Section 5 (Compensation and Method of Payment) of the Agreement, Client shall make the following payments: (i) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

2.03 Additional Services. The additional Services shall be provided to Client at no additional charge, as long as the Agreement is in effect, as set out on Schedule 2.03 hereto. Should the contractual relationship between the parties change, then terms and conditions of the Agreement and Product pricing shall be negotiated between the parties in good faith.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Effective Date and subject to the terms and conditions of this Exhibit D, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sublicense, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Exhibit D. Also, in connection with the potential provision of such Product Units, Client agrees:

4.02 Client will be responsible for any loss or damage to such Product Units. Client agrees to pay:

(a) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one (1) business day following the business day on which the request is made.

(b) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) Client may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Exhibit D or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

4.03 Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

4.04 Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

4.05 Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the Billing Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Exhibit D shall begin on the Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Exhibit D shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Exhibit D.

5.03 Termination of Exhibit D.

(a) If Intermedix, at any time, materially fails to perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Client to Intermedix specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Exhibit D upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client, at any time, fails to materially perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Intermedix to Client specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment required by Client outlined in Schedule 2.01 shall be immediately due and payable to Intermedix.

(c) Termination without Cause. Client may terminate this Exhibit D (but not the Agreement) at any time without cause by providing thirty (30) calendar days prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Exhibit D, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Exhibit D at any time without cause upon six (6) months prior written notice to Client.

(e) Obligations Following Termination. Any termination of this Exhibit D shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Exhibit D, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Exhibit D for any reason, Client shall immediately discontinue use of the Product, and within ten (10) calendar days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS EXHIBIT D AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY

SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Early Termination Fee

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

Period	Amount
(1) For an Early Termination during the initial term:	\$ 3,525.00
(2) For an Early Termination during the remainder of the Term:	\$0.00

Schedule 2.02
Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Exhibit D, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

Schedule 2.03
Additional Services

(1) Client has purchased TripTix product pursuant to the terms and conditions of this Exhibit D and Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

(2) Training and Implementation Support.

a. Training: Intermedix shall make TripTix training services available to Client. Following execution of this Agreement, and at no additional charge, all Users will be registered for the training modules appropriate to their role(s) on the Intermedix "TripTix Training Portal". All training will be conducted using the online portal and is available on-demand. This training is updated with each major release at no cost, and new Users will be added and able to receive training upon request at no additional cost.

b. Implementation Support: An implementation specialist will be assigned to Client to provide administrative support during the implementation process, including up to eight (8) as-needed one (1) hour sessions utilizing a screen sharing application to assist in the administrative configuration of TripTix.

c. Any additional or on-site training will be provided to Client at the rate of \$1,500.00 per trainer for up to eight (8) hours of training per day (the "Training Fee"). In the event training in any particular day exceeds eight (8) hours, the Training Fee will be prorated based on the number of hour(s) in excess of eight (8) hours worked by each trainer in that given day. Client shall also be responsible for reasonable travel and related expenses.

(3) If Computer-Aided Dispatch ("CAD") to TripTix system integration is requested by Client, upon execution of this Agreement or if Client subsequently changes CAD vendor or substantially changes CAD software version after initial development and/or implementation, Client will submit request for integration or notices of any CAD vendor and/or software changes in writing to Intermedix and the following shall occur:

a. Client shall provide standard required information to Intermedix regarding its CAD system; Intermedix and Client develop business requirements for integration;

b. Intermedix shall develop interface specifications;

c. Intermedix shall prepare a quote to build interface to CAD system for the purpose of supplying to the TripTix software dispatch information in a format suitable as prescribed by Intermedix. Costs would include design, development and testing of software required. Intermedix is not responsible for any charges by Client's CAD vendor to supply required data nor is Intermedix responsible for any lack of cooperation by the Client's CAD vendor in attempting to develop such interface for Client.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>November 13th, 2018</u>	Item Number:	<u>Consent Agenda I</u>
Department:	<u>Expo – Finance</u>		
Prepared By:	<u>Billy Sumner, Expo Mgr.</u>	Account Code:	<u></u>
Date Prepared:	<u>November 7th, 2018</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>4</u>

Subject

Consider and act upon, a request by Charles Everett, on behalf of Savanna High School, to partner with them for the rental fee and use of Room #101 of the McAlester Expo Center, for their annual ACT Prep Testing.

Recommendation

Consider approving the partnership with Savanna High School, in the amount of \$225.00 for the use of Room #101 of the McAlester Expo Center, for annual ACT Prep Testing.

Discussion

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

Approved By

Initial

Date

Department Head

T. Ervin

City Manager

P. Stasiak

McAlester EXPO CENTER

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

PHONE #: 918-420-9976

CELL #: 918-424-1929

FAX #: 918-429-1099

FACILITY RENTAL AGREEMENT

NAME/TYPE OF EVENT: ACT Testing
 DATE(S): November 14th, 2018
 ORGANIZATION: Savanna High School
 CONTACT PERSON: Mr. Everett
 PHONE #: 918-548-3777 (cell) 918-916-2086
 PROJECTED ATTENDANCE: _____

LESSEE NAME: Savanna High School
 PHONE #: same
 MAILING ADDRESS: P.O. Box 266
Savanna, OKla. 74563
 EMAIL ADDRESS: _____
 FAX PHONE: 918-548-3836

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

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

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

FACILITY	DATE(S)	EVENT TIME	INGRESS/EGRESS
Room No.			
Room 101	11-14-18	8:30a-1:00p	8:00a-4:00p

City of McAlester**INVOICE****"McAlester EXPO Center"**

4500 W. Highway 270

P.O. Box 578

McAlester, OK 74502

Phone **918/420-EXPO** Fax **918/423-1092****DATE: 1/6/2018****TO: SAVANNA PUBLIC SCHOOLS****FOR: ACT TESTING****P.O. Box 266****Savanna, Oklahoma 74563**

DESCRIPTION	RATE	AMOUNT
Rental of Room 101 for ACT Testing on November 14, 2018		\$225.00
Room Rental of \$125.00 is requested to be paid thru The City of McAlester/EXPO Partnership Fund		(\$225.00)
BALANCE DUE		

10/15/2018 MON 19:19 FAX 918 548 3836 Savanna School

004/004

SAVANNA HIGH SCHOOL

CHARLES EVERETT

COUNSELOR

OCTOBER 15, 2018

MCALESTER CITY COUNCIL:

EACH YEAR OUR SCHOOL PARTICIPATES IN THE STATE AND DISTRICT ACT TESTING PROGRAM. WE ARE WORKING VERY DILIGENTLY TO MEET THE NEEDS OF OUR STUDENTS HERE AT SAVANNA HIGH. WE BELIEVE OUR STUDENTS BENEFIT GREATLY BY BEING ABLE TO TAKE AN ACT TEST ON A SCHOOL DAY INSTEAD OF HAVING TO DRIVE SOMEWHERE AND TAKE AN ACT IN UNFAMILIAR SURROUNDINGS WITH STRANGERS. WE ARE GREATFUL FOR ALL THE OPPORTUNITIES OUR STUDENTS ALREADY HAVE AT THE EXPO CENTER OF MCALESTER. WE ARE ASKING THE CITY OF MCALESTER TO ENTER INTO A PARTNERSHIP WITH OUR SCHOOL AGAIN FOR OUR PRE-ACT TEST ON NOVEMBER 14, 2018

SINCERELY,


CHARLES EVERETT

COUNSELOR/TEST COORDINATOR

918-548-3887—SCHOOL

918-916-2086--CELL



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>November 13, 2018</u>	Item Number:	<u>1</u>
Department:	<u>Community Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Jayne Clifton, Director</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>November 5, 2018</u>	Exhibits:	<u>1</u>

Subject

Approval and reading of 2018 US Census Bureau Partner Proclamation for Census 2020.

Recommendation

Motion to approve the 2018 US Census Bureau Partner Proclamation for Census 2020.

Discussion

The US Census Bureau Partner Proclamation sends a message to our community about the importance of the census and the benefits of residents being counted. The census provides vital information for citizens and their community, such as determining the number of representatives each state gets in Congress, data that businesses use to help provide more jobs and places to shop, and statistics to plan for a variety of needs including roads, schools, and emergency services. The city hopes to create a Complete Count Committee to raise awareness and increase census participation.

Approved By

Initial

Date

Department Head

J. Clifton

11/05/2018

City Manager

P. Stasiak

PJS

11-8-18

CITY OF McALESTER

Proclamation

Whereas an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day-care centers, roads and public transportation, hospitals and other facilities, and is used to make decisions concerning business growth and housing needs;

Whereas more than \$300 billion per year in federal and state funding is allocated to states and communities;

Whereas census data is needed to ensure fair Congressional representation by determining how many seats each state will have in the US House of Representatives, and is also necessary for the redistricting of state legislatures, county and city councils, and voting districts;

Whereas the 2020 Census creates jobs that stimulate economic growth and increase employment opportunities in our community;

Whereas the information collected by the census is protected by law and remains confidential for 72 years;

Now Therefore, I, John Browne, Mayor of the City of McAlester, do hereby proclaim that the City of McAlester is committed to partnering with the US Census Bureau to help ensure a full and accurate count in 2020.

As a 2020 Census partner, we will:

- Support the goals and ideals of the 2020 Census to disseminate 2020 Census information to encourage those in our community to participate;
- Encourage people in the City of McAlester to place an emphasis on the 2020 Census and participate in events and initiatives that will raise overall awareness of the 2020 Census and ensure a full and accurate census.
- Support census taker as they help our community complete an accurate count.
- Create or seek opportunities to collaborate with other like-minded groups in our community, including Complete Count Committees, and to utilize high-profile, trusted voices to behalf the 2020 Census.

Signed this _____ day of November, 2018.

John Browne, Mayor

Cora Middleton, City Clerk

The 2020 Census at a Glance



The U.S. Constitution requires that each decade we take a count—or a census—of America's population. The 2020 Census goal is to count everyone once, only once, and in the right place.

The census provides vital information for you and your community.

- It determines how many representatives each state gets in Congress.
- Communities rely on census statistics to plan for a variety of resident needs including new roads, schools, and emergency services.
- Businesses use census data to help provide more local jobs and places to shop.

Each year, the federal government distributes hundreds of billions of dollars to states and communities based on U.S. Census Bureau data.

In 2020, we will introduce new technology to make it easier than ever to respond to the census. For the first time, you will be able to respond online, by phone, or by mail. We will use data that the public has already provided to cut down on household visits. And, we are building a more accurate address list and automating our field operations—all while keeping your information confidential and safe.

The Census Bureau is the leading source of statistical information about the nation's people. We provide snapshots on population size and growth and detailed portraits of our changing communities.



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

Foundation of a Successful Census



Establish Where To Count

- Using aerial imagery and in-field work to identify new homes and buildings
- Partner with U.S. Postal Service
- Local governments input through the Boundary Annexation Survey and Local Update of Census Addresses
- Comprehensive review of all addresses



Motivate People To Respond

- Partner with community leaders and trusted voices
- Use tailored messages
- Encourage self-response



Count The Population

- Respond online, by phone, or by mail
- Visit households that do not respond
- Online forms in multiple languages
- Mailed Individual Census ID is not required for online response



Release Census Results

- Deliver apportionment counts to the President by December 31, 2020
- Release counts for redistricting by April 1, 2021
- Make it easier for the public to access data





Become a 2020 Census Partner

Your partnership sends a strong message to your community about the importance of the census and the benefits of being counted. By partnering with the Census Bureau, you can help:

- Assure people that it is important—and safe—to respond to the census.
- Ensure accurate census data, which guide funding decisions for your community and affect your community's representation in Congress.
- Spread the word about temporary census jobs in your community.



Get Involved: What Can You Do Now?

- Create or join a Complete Count Committee and partner with other trusted voices and influential leaders in your area who are committed to increasing census participation. Encourage your peers to get involved too.
- Raise awareness by including census information in newsletters, social media posts, podcasts, mailings, and on Web sites.
- Help recruit census workers when jobs become available.



You can make a difference

As an influential community, business, or organization leader, you can raise awareness and encourage participation.

Key Dates

2017

- Local Update of Census Addresses—invitations sent to local governments for completion in 2018
- Publish final 2020 residence criteria and situations

2018

- Question wording to Congress—March 31, 2018
- 2018 End-to-End Census Test
- Regional Census Centers opening

2019

- Opening Field Offices
- Complete Count Committees established

2020

- Advertising—begins in early 2020
- Begin self response
- Census Day**—April 1, 2020
- Nonresponse Followup—early April–late July
- Apportionment counts to the President—December 31, 2020

2021

- Redistricting counts to the States—March 31, 2021

For more information, go to
census.gov.

To get involved in your community, contact us!

2020 Census Key Dates

Community Involvement - Offices - Data Collection Operations

January 2018 through September 2019	Engage & Educate Local Leaders, Partners & Communities
April 2019 through January 2020	Promote Participation in the Census Locally
January 2019 & February 2019	Early Area Census Offices Open (these offices run the Address Canvass Operation)
June 2019 through August 2019	Area Census Offices Open (ACOs)
August 2019 through October 2019	Address Canvass Operation in Select areas (~30% of country, high growth & change areas and not part of hand delivery, see below)
March 2020 through June 2020	Call To Action for Residents to Respond (starting March 23)
February 2020 through June 2020	Group Quarters Operations (Count of Residents in Shelters, Dorms, Nursing Homes, Transitory Locations, Prisons, Military Bases, RV Parks, etc. Local governments & Census identify & plan these operations)
Mid-March 2020	Residents Invited to Respond
Individual Housing Units (HUs) Invited by either:	
<u>Mail</u> (to USPS Mailable Addresses) or <u>Hand Delivery</u> (to Rural/PO Box, non-USPS HU delivery)	
1. Letter Mailed	1. List Housing Units (operation is called Update Leave)
2. Reminder Postcard	2. Leave Questionnaire (Spanish in certain areas) &
3. Then Paper Questionnaire	Letter w/other Response Options (internet & phone)
Options to Self-Respond (all residents will have these 3 options & decide what is best for them)	
Internet	Telephone Paper
March 23, 2020	Self-Response Begins & Continues through July 2020
APRIL 1, 2020	Census Day – Reference Date = where you live on April 1
Mid-April 2020	Early Non-Response Follow-up (primarily areas around Colleges/Universities where the population leaves before early May)
May 2020 through July 2020	Non Response Follow-up (NRFU) to HUs that do not self-respond (HUs can continue to self-respond during this time)
Late August 2020 through September 2020	Area Census Offices Close
August 2020 through December 2020	Quality Evaluation (re-contact of select HUs)
December 31, 2020	Deliver Counts to the President

THE GEORGE WASHINGTON UNIVERSITY

WASHINGTON, DC

Counting for Dollars 2020

16 Large Federal Assistance Programs that Distribute Funds on Basis of Decennial
Census-derived Statistics (Fiscal Year 2015)

Oklahoma

Total Program Obligations: \$6,552,821,358

Per Capita: \$1,675 (see note on proper use)

<u>CFDA #</u>	<u>Program Name</u>	<u>Dept.</u>	<u>Type</u>	<u>Recipients</u>	<u>Obligations</u>
93.778	Medical Assistance Program (Medicaid)	HHS	Grants	States	\$3,113,185,354
10.551	Supplemental Nutrition Assistance Program (SNAP)	USDA	Direct Pay	Households	\$864,950,565
93.774	Medicare Part B (Supplemental Medical Insurance) – Physicians Fee Schedule Services	HHS	Direct Pay	Providers	\$695,165,178
20.205	Highway Planning and Construction	DOT	Grants	States	\$642,853,264
93.767	State Children's Health Insurance Program (S-CHIP)	HHS	Grants	States	\$173,065,000
10.555	National School Lunch Program	USDA	Grants	States	\$160,287,634
84.010	Title I Grants to Local Education Agencies	ED	Grants	LEAs	\$155,778,011
84.027	Special Education Grants (IDEA)	ED	Grants	States	\$146,767,356
93.600	Head Start/Early Head Start	HHS	Grants	Providers	\$137,995,716
14.871	Section 8 Housing Choice Vouchers	HUD	Direct Pay	Owners	\$130,911,000
14.195	Section 8 Housing Assistance Payments Program (Project-based)	HUD	Direct Pay	Owners	\$70,877,567
10.557	Supplemental Nutrition Program for Women, Infants, and Children (WIC)	USDA	Grants	States	\$64,451,102
93.658	Foster Care (Title IV-E)	HHS	Grants	States	\$60,564,000
93.527/ 93.224	Health Center Programs (Community, Migrant, Homeless, Public Housing)	HHS	Grants	Providers	\$52,977,345
93.596	Child Care and Development Fund-Entitlement	HHS	Grants	States	\$46,628,000
93.568	Low Income Home Energy Assistance (LIHEAP)	HHS	Grants	States	\$36,364,266

Notes and Findings:

- The Counting for Dollars Project will identify all federal financial assistance programs relying Decennial Census-derived data to guide the geographic distribution of funds.
- As an initial product, the project is publishing tables on the distribution, by state, of FY2015 funds from 16 large Census-guided programs.
- For every program but the National School Lunch Program, the equitable distribution of funds to a state depends on the accurate measurement of its population count and characteristics.
- There is not a straight linear relationship between state population count and federal funds flow. The per capita figure allows cross-state comparisons of fiscal reliance on census-guided programs. *It does not indicate the amount by which federal funding increases for each additional person counted.* (See The Leadership Conference Education Fund, "Counting for Dollars: Why It Matters.")

Definitions:

- Census-derived statistics – federal datasets that are extensions of or otherwise rely on the Decennial Census (list available on project website)
- Census-guided financial assistance programs – programs that rely on Census-derived statistics to determine program eligibility and/or allocate funds to states and localities
- Per capita – total FY2015 obligations for the 16 programs divided by population as of July 1, 2015 (per the Census Bureau)

Abbreviations:

- CFDA – Catalog of Federal Domestic Assistance
- USDA – U.S. Department of Agriculture
- ED – U.S. Department of Education
- HHS – U.S. Department of Health and Human Services
- HUD – U.S. Department of Housing and Urban Development
- DOT – U.S. Department of Transportation

Sources:

- USAspending.gov (20.050, 84.010, 84.027, 93.224/93.527, 93.568, 93.600, 93.778)
- President's Budget Request for FY2017 or program agency (10.511, 10.555, 10.557, 14.871, 93.596, 93.658, 93.767)
- Center on Budget and Policy Priorities (14.195)
- Centers for Medicare & Medicaid, HHS (Physicians Fee Schedule Services of 93.774)

Prepared by Andrew Reamer, Research Professor, GWIPP, with data analysis provided by Sean Moulton, Open Government Program Manager, Project on Government Oversight (POGO)

August 18, 2017

Structure of a Complete Count Committee

The mayor/county official appoints the members of the Complete Count Committee. The key elements of a successful CCC are:

- **Outreach** - People who can communicate to hard-to-count groups
- **Resourceful** - People who can bring resources to the table
- **Decision-makers** - People who can approve initiatives
- **Credibility** - People of influence and respect
- **Commitment** - People willing to doing the work
- Bipartisan
- Representative of all major races and ethnicities within the community/emerging population
- Creation of a coalition of businesses, community groups, government officials and large university representatives

Once the committee is formed, the Census Partnership staff member serves as liaison and advisor to the Complete Count Committee. The Partnership staff member will attend the meetings in an advisory capacity.



Census Staff

- Partnership Specialist in each State
- Tribal Specialists
- Regional Data Dissemination Specialists
- Support local efforts (Complete Count Program)

State/Local Community

- Provide Trusted Voices
- Form Complete Count Committee
- Form County, Local, Tribal Complete Count Committees
- Provide Local Resources for Your Tailored Promotion



McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018
Department: Community Development
Prepared By: Jayne Clifton, Director
Date Prepared: November 5, 2018

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: 12

Subject

Consider and act upon, an Ordinance to close the alley lying between Lots 1 and 6, in Block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma, subject to the special condition that a utility easement be maintained.

Recommendation

Motion to approve and act upon the Ordinance to close the alley lying between Lots 1 and 6, in Block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma, subject to the special condition that a utility easement be maintained, and to authorize the Mayor to sign the Ordinance.

Discussion

At the Regular Meeting on Tuesday, October 16, 2018, the McAlester Planning Commission voted unanimously (7 Yes 1 No 1 Abstain) to recommend to the City Council the request to close the alley be granted. Attachments:

1. Draft Ordinance
2. Draft Minutes of the October 16, 2018 Planning Commission Meeting
3. Staff Report to the Planning Commission
4. Application requesting the closure of the easement
5. Abstractor's Certificate
6. Area of Request Map with easement shown
7. Site Location Map with easement shown
8. Notice to Municipal & Public Utilities
9. Proof of Publication of Notice in Newspaper
10. Copy of Letter to Property Owners within 300 feet
11. Proof of Sign Posted on Property
12. Responses from Municipal & Public Utilities

Approved By

Initial

Date

Department Head

J. Clifton

11/05/18

City Manager

P. Stasiak

PJS

11-8-18

ORDINANCE NO. _____

AN ORDINANCE TO CLOSE THE ALLEY THAT LIES BETWEEN LOTS 1 AND 6, IN BLOCK 640, SOUTH MCALESTER, CITY OF MCALESTER, IN PITTSBURG COUNTY, STATE OF OKLAHOMA.

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

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following streets and alleys more particularly described as:

The alley lying between Lots 1 and 6, in block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma

and to retain a utility easement for the regulated transmission company's existing utilities within the alley being closed.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this 13th day of November 2018.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 13th day of November 2018.

By _____
William J. Ervin, City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO CLOSE THE ALLEY THAT LIES BETWEEN LOTS 1 AND 6, IN BLOCK 640, SOUTH MCALESTER, CITY OF MCALESTER, IN PITTSBURG COUNTY, STATE OF OKLAHOMA.

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

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following streets and alleys more particularly described as:

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APPROVED this 13th day of November 2018.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 13th day of November 2018.

By _____
William J. Ervin, City Attorney

McAlester Planning Commission Minutes
Tuesday, October 16, 2018 Regular Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:30 p.m. Roll was called, and a quorum was present.

Commissioners Present: 8

Susan Kanard	Primus Moore	Michelle Mabray	Chris Taylor
Steve Cox	Frank Phillips	Justin Few	Mark Emmons

Commissioners Absent: 3

Tony Korp	Karen Stobaugh	Carl Gullick
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Item 2 Approval of the Minutes from August 21, 2018

A motion made by Commissioner Mabray was seconded by Commissioner Phillips to approve the August 21, 2018 planning meeting minutes. The vote was taken.

The vote was 8-0

AYE: Phillips, Few, Kanard, Moore, Mabray, Taylor, Cox, Emmons

NAY: None

The motion carried.

GENERAL BUSINESS:

Item 3 Public Hearing: Discussion and action on V.E. #154, a request to close the public ways or easements described below: LEGAL: The alley lying between Lots 1 and 2 and Lots 5 and 6, in block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma

Chairman Emmons opened the item for public hearing at 6:32 p.m. Samantha Perry, Planning Technician, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference. Commissioner Phillips recused himself due to possible conflict of interest in the matter. Chairman Emmons asked if anyone else would like to speak in favor of or against the application. No citizen spoke at this time. Jerry Vest, property owner and applicant proceeded to explain drainage issues, trespassing issues and the dimensions of the gate and fencing being presented as a solution. He reiterated he would not block utility companies from any future access to the said alleyway. Mr. Vest stated he will pay for and install the gate and fencing himself. Chairman Emmons confirmed with Mr. Vest that Mr. Vest was favorable of the staff's recommendations of closing the alley area lying between Lots 1 and 6 in Block 640. Commissioner Few and Cox clarified what lots are owned by the Vests, being 1 and 2. Also, clarifying any objections from utilities and neighboring property owners. Chairman Emmons closed the public hearing at 6:44 p.m. and called for a motion. Commissioner Taylor motioned to approve the applicant's request to close the public way described as the alley lying between Lots 1 and 6, as recommended by staff, in block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma and to retain the existing utility easements. Commissioner Kanard seconded the motion. Chairman Emmons asked if there was any other discussion. There was not. Roll was called.

The vote was 7-0-1

AYE: Moore, Mabray, Taylor, Cox, Few, Kanard, Emmons

NAY:
ABSTAIN: Phillips
The motion carried

Item 4

Discussion and action of an ordinance to amend the McAlester City Code, McAlester City Code, Chapter 62 Land Development, Planning, Zoning and Subdivisions; Article IV. Zoning Districts and District Regulations; Division 3. Supplemental District Regulations, Section 62-297. Storage and Parking of Trailers and Commercial Vehicles.

Chairman Emmons opened the item for public hearing at 6:45 p.m. Jayme Clifton presented the staff report to the Commission and it is hereby incorporated in the minutes by reference. Mrs. Clifton stated a draft ordinance was prepared and presented. Past presentation of trailer ordinances was addressed. She stated that it is difficult to enforce trailer ordinances for various reasons, including the storage and parking of travel trailers and recreational vehicles. Especially hooked up to utilities. She stated that the proposed ordinance had a more clear, defined set of codes on parking, storage and utility hook ups. She stated the code department has experienced issues with enforcing the current trailer ordinances due to the difficulty in interpreting the codes. Zoning issues, violations with utilities, recommendations concerning long term residency in travel trailers not made for permanent use due to limited HVAC systems and treated wood components, hazards of overloaded electrical systems and outlets, septic drained into the sewer, water not hooked to proper back flow systems, public safety, comfort, general welfare of the community were all concerns presented by Mrs. Clifton.

Tabetha Howell, Code Enforcement Officer was asked by Chairmen Emmons to give examples of issues that she had to deal with concerning the current trailer codes. Mrs. Howell stated the trailer size is outdated, number of trailers allowed is currently 1 and it is not uncommon to see more than one trailer per household of different types, improper utility hook-ups, and occupancy. She described difficulty enforcing codes that were not specifically clear on these issues. Concerns of enforcing one ordinance and not another because of outdated or unclear codes has been an issue as well. Other issues addressed were length and utility hook-ups. Commissioner Mabray expressed concern about food truck complaints. Mrs. Howell described a motor vehicle and a trailer, unless being lived in. Commissioner Moore asked if Mrs. Howell had reviewed the proposed ordinance changes. Mrs. Howell confirmed she had reviewed it and was in favor of the changes, except the number of trailers allowed in paragraph B being 1 trailer per owner. She stated it was not uncommon for residence to have a travel trailer and a utility trailer, etc. it would be difficult to make people pick one. She stated no more than three should be allowed per residence. Mrs. Clifton stated she was not opposed to changing the ordinance to reflect more than one trailer, but no more than one travel trailer should be allowed per property. Commissioner Cox concurred but addressed the issue of lot sizes and the number of trailers per lot size due to it becoming a nuisance. Commissioner Phillips expressed concerns about the length of different types of trailers. Mrs. Clifton addressed the definitions of different types of trailers and current typical lengths according to manufacturers. Commissioner Few asked if Mrs. Howell had encountered any residence living on boats and gave an example. Mrs. Howell replied that she had not yet. Commissioner Few presented questions concerning propane use and a limited time use.

Chairman Emmons asked if anyone would like to speak on behalf of this in relation to this application. Misty Wilson spoke in favor of the new defined ordinance. She stated she installed a proper outlet for electricity hook-ups of her trailer and kept it plugged for temperature control to prevent warping and to keep the refrigerator cool. She presented that she had issues with codes due to it not being clear definitions and what is allowed. A

discussion was presented about refrigeration on trailers and trucks. Commissioner Taylor spoke on behalf of keeping trailers plugged in for air conditioning and temperature purposes. Mrs. Wilson stated that if not kept cool in the summer that the interior of a travel trailer will warp. Chairman Emmons asked if anyone else would like to speak in favor or against the application. No one spoke at this point. Chairman Emmons closed the public hearing at 7:13 p.m.

Chairman Few asked about the issues that may arise from redefining the codes according to the electrical outlets. Commissioner Cox reiterated that there are specific outlets that can be installed for travel trailers. Tabetha Howell stated all electrical issues would be addressed by the Building Inspector George Estrada. Refrigeration was addressed again. Commissioner Mabray stated that for food trailers or trucks there should be a commissary to dispose of chemicals, waste water and food. She also stated that from health department standpoint any food should be taken off trucks and trailers when not in use to avoid pests and rodents. Mrs. Clifton she would revise the proposed ordinance with the new suggestions and re-present it later. Chairman Emmons called for a motion. Commissioner Taylor motioned to table discussion and action of an ordinance to amend Section 62-297 the Storage and Parking of Trailers and Commercial Vehicles. Commissioner Cox seconded the motion. Chairman Emmons asked if there was any other discussion about the motion. There was not. Roll was called.

The vote was 8-0

AYE: Mabray, Taylor, Cox, Phillips, Few, Kanard, Moore, Emmons

NAY:

The motion carried

Item 5 Discussion of an ordinance to regulate the use, acquisition, cultivation, production and distribution of medical marijuana consistent with zoning and land use regulations.

Chairman Emmons opened the item for public hearing at 7:16 p.m. Mrs. Clifton presented the staff report to the Commission and it is hereby incorporated in the minutes by reference. Mrs. Clifton provided supplemental information and a map of the city showing the location of all the schools with 1000-foot radius indicated for each. Mrs. Clifton provided brief overview of medical marijuana state statutes in Title 63 and Oklahoma Medical Marijuana Authority which oversees regulating the new laws. Mrs. Clifton also stated that the City has received numerous questions about zoning and regulations for the city of McAlester. A table was presented showing the City of McAlester's current zoning areas and some similar uses. She recommended simply aligning codes with the new state law and discussed current zoning and what is allowed in each area such as pharmacies, industrial areas, etc. and is open to suggestions from the planning commission. She also noted she would attend a medical marijuana policy update meeting later in the week with the city's paralegal. Commissioner Mabray stated she attended an APA Conference session concerning the new medical marijuana laws and that precaution should be taken when discussing and comparing it to other substances such as alcohol, to avoid creating a bias. She stated it was on the way to the supreme court and should not be unduly regulated according to the new state law. She reiterated to use precaution. Chairman Emmons discussed C-5 zoning covers uses allowed in C-1 thru C-4 zoning as well. Different facets of growing, producing, and manufacturing and what zoning it all fits into was discussed among the commission, along with utility requirements for the manufacturing areas and odor suppression systems. Chairman Emmons requested a draft ordinance be presented later by Mrs. Clifton. Mrs. Clifton confirmed a draft was in progress by city staff. She inquired if the commission would be open to a special meeting and Chairman Emmons confirmed. Chairman Emmons closed the public hearing at 7:40 p.m.

Item 6 New Business

None

Item 7 Staff Report

Mrs. Clifton provided an update concerning the comprehensive plan progress. She recalled the Commission's concerns about public input and informed all the Guernsey team would be present at the down town trick or treat event to poll citizens. She provided a brief overview of the Oklahoma Chapter of the APA Conference that was attended by herself, Samantha Perry, and Commissioner Mabray. She also stated that OML and OK-APA had been in contact with staff for McAlester to host a Planning and Board of Adjustment conference. Mrs. Clifton informed the Commission that the Assistant City Manager Position had been filled by Toni Ervin.

Item 8 Commission Report

None

Item 9 Adjournment

A motion made by Commissioner Few was seconded by Commissioner Moore to adjourn the meeting at 7:44 p.m. There was no objection. Roll was called.

The vote was 8-0

AYE: Kanard, Moore, Mabray, Taylor, Cox, Phillips, Few, Emmons

NAY:

The motion carried

Approved:

Planning Commission Chairman

Date



City of McAlester

Community Development Department

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

PLANNING COMMISSION

STAFF REPORT

October 16, 2018

To: McAlester Planning Commission

From: Samantha Perry, Planning Technician/Executive Assistant

Date: September 28, 2018

Case: VE #154 Request to close an alley or easement

Applicant: Barbara & Jerry Vest

Zoning District: R-1B Single-family District

Location: South West McAlester

Legal Description: The alley lying between Lots 1 and 2 and Lots 5 and 6, in block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma

General Description:

Applicant is requesting to close an alley or easement in the south west part of McAlester between Peoria Ave & Modoc Ave and B St & C St.

Municipal & Public Utility Notifications:

Vyve Broadband	September 21, 2018 (NR)
AT&T Corporation	September 21, 2018 (Objected)
CenterPoint Energy	September 21, 2018 (NR)
AEP/PSO	September 21, 2018 (NR)
City of McAlester Engineering/Public Works	September 21, 2018 (No Objection)
City of McAlester Police	September 21, 2018 (NR)
City of McAlester Fire Department	September 21, 2018 (NR)

General Notifications:

Posting of Sign on Property	September 25, 2018
Publication in McAlester News Capital	September 29, 2018

Notification to Property Owners within 300 Feet:

Property Owners within 300 feet	22 (<i>Mailed on September 19, 2018</i>)
Notification receipts received	19
Notification Returned Unclaimed	1
Notifications Still Out	2

Attachments:

- Application
- Area of Request Map with Area Zoning Shown
- Site Location Map
- Radius Report
- Picture of Sign Posted on Property

Background:

On August 14, 2018 Barbara Vest presented an application and radius report to close the alleyway in Block 640, South McAlester. Samantha Perry confirmed with the MHA that it is in their contracts to not drive/park on MHA properties grass areas. Presently there are no parking places in the rear of the homes requiring access from the east side of the alleyway. There are utilities present that would still be accessible from the west side of the block. Our understanding is that the applicant would like to put up fencing that would block off their personal property to keep the other residence from pulling into the Vest's property to use it as a "turn around" They are having issues with strangers and unwanted traffic entering their personal property.

STAFF ANALYSIS:

O.S. § 42-101 Definitions:

In Sections 11-42-101 through 11-42-115 of this title, the following terms shall have the meanings respectively provided for them in this section, unless the context otherwise requires:

1. "Close" means a legislative act of the governing body of a municipality discontinuing the public use of a public way or easement without affecting title to real property;
2. "Vacate" means the termination, by written instrument, as provided in Section 11-42-106 of the title, or judicial act of the district court, of private and/or public rights in a public way, easement or plat and vesting title in real estate in private ownership;
3. "Public way" means a street, avenue, boulevard, alley, lane or thoroughfare open for public use; and "Easement" means rights in real property as set forth in Section 49 of Title 60 of the Oklahoma Statutes.

O.S. §, 42-105 Rights of Transmission Companies

No vacation of any plat or public way, or part thereof, shall operate to invalidate or impair the right of any municipal utility or regulated transmission company to continue to possess, occupy, and use that part of the public ways, utility easements, or rights-of-way existing within the affected area and occupied and used by any municipal utility or regulated transmission company for the performance of its public service undertaking. Said easements shall be defined in any decree of vacation. The municipal utility or regulated transmission company may maintain, replace, repair, and operate its facilities, have unrestricted ingress and egress to said locations, and remove its facilities without impairment by reason of the vacation or partial vacation of any plat or public way.

Municipal & Public Utility Responses:

AT&T objected to the closing stating: SWBT has existing aerial facilities and poles installed and in use within the location referenced above. SWBT will need to use the area sought to be closed for the provisioning of telephone and communications services, and therefore objects to having the alleyway closed.

Staff Recommendation:

Based on the objection of AT&T, staff recommends partial closing containing only the alleyway in block 640 lying between Lots 1 and 6, South McAlester, Pittsburg County, State of Oklahoma, instead of the requested complete closing of the alley lying between Lots 1 and 2 and Lots 5 and 6, in block 640, South McAlester, in Pittsburg County, State of Oklahoma, but that if this alley be closed the alley be left accessible for future maintenance and repair.

CITY OF McALESTER, OKLAHOMA

APPLICATION FOR CLOSING OF PUBLIC WAYS OR EASEMENT

DATE: _____ APPLICATION NUMBER _____

A filing fee of \$ _____ has been paid.

1. I, (we), the undersigned, being owner(s) of property abutting the following described street, alley or easement, do hereby respectfully make application and petition to the City Planning Commission and the City Council to close said Public Way or Easement.

✓ LOCATION OF STREET, ALLEY OR EASEMENT: Alley lying
between Lts 1+2+Lts 5+6 Bk
640 S. McAlester

2. Attach a sketch, plan or copy of a map of the area surrounding
✓ the street, alley, or easement to be closed.
3. The applicant is requested to execute the attached Affidavit in
✓ conjunction with the application. A bonded certified abstractor's list may be substituted.

SIGNATURE OF APPLICANTS:

ADDRESS (ZIP CODE):

PHONE:

Barbara Vest
Jerry L. Vest

PO Box 3328 Mc A. 74502
"

918 429 3454
918 421 0254

FOR OFFICE USE ONLY

Public Utilities - The following utility companies have been notified by letter:

YES:

NO:

_____ Electrical (PSO)

_____ Gas (ARKLA)

_____ Water (City Eng.)

_____ Sewer (City Eng.)

CERTIFICATE

The Alley lying between Lots 1 and 2 and Lots 5 and 6, in Block 640, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

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

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

Dated this 2nd day of August, 2018.

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

Subscribed and sworn to before me this 2nd day of August, 2018.

My commission expires:

2-28-22
02003696

Notary Public

Order No. 3292-18 sc

c/o Herb Ridenour
337 Irwin Road
McAlester, Oklahoma 74501

Valerie A. Rogers
P.O. Box 3681
McAlester, Oklahoma 74502

Michael Duff
Sheila Duff
P.O. Box 314
McAlester, Oklahoma 74502

Terra Branson
305 West Peoria Avenue
McAlester, Oklahoma 74501

Herbert O. Ridenour
337 Irwin Road
McAlester, Oklahoma 74501

Franklin Ball
Molly Ball
320 West Shawnee Avenue
McAlester, Oklahoma 74501

Lonnie Harp
Eula Harp
400 West Peoria Avenue
McAlester, Oklahoma 74501

Joe Smith
c/o Chan Lee
513 South "D" Street
McAlester, Oklahoma 74501

Hazel Smith Gibson
c/o Chan Lee
513 South "D" Street
McAlester, Oklahoma 74501

Applicant
~~Jerry Vest
Barbara Vest
P.O. Box 3328
McAlester, Oklahoma 74501~~

Lonnie Ray Harp
Anita Joyce Harp
312 West Peoria Avenue
McAlester, Oklahoma 74501

McAlester Housing Authority
520 West Kiowa
McAlester, Oklahoma 74501

Marshall T. Peterson
1305 South "B" Street

Lot 7, in Block 636, South McAlester.

Lot 4, in Block 637, South McAlester.

Lot 5, in Block 637, South McAlester.

Lot 6, in Block 637, South McAlester.

Lots 1, 2, 3, 4, 5, 6 and 7, in Block 638, South McAlester.

Lots 1, 2 and 3, in Block 639, South McAlester.

Lot 4, in Block 639, South McAlester.

Lot 5, in Block 639, South McAlester.

Lots 1 and 2, in Block 640, South McAlester.

Lot 3, in Block 640, South McAlester.

Lots 4 and 5, in Block 640, South McAlester.

Lot 6, in Block 640, South McAlester.

o x n

Michael H. Duff
Shelia V. Duff
P.O. Box 314
McAlester, Oklahoma 74502

Coluah Stanfield
P.O. Box 595
McAlester, Oklahoma 74502

Arvel J. Johnson
1218 West Peoria Avenue
McAlester, Oklahoma 74501

Bonnie Hatter
James Hatter
Robert E. Hull
Neoma Jane Wolfenbarger
Linda Kay Fry
Tammy Lee Fry
P.O. Box 1413
Krebs, Oklahoma 74554

Joe H. Burgess
Donna J. Burgess
1306 South "B" Street
McAlester, Oklahoma 74501

Nora A. Stacey
1304 South "B" Street
McAlester, Oklahoma 74501

Mark H. Copple
207 West Modoc Avenue
McAlester, Oklahoma 74501

Coy Shatley
Gwendolyn Jean Shatley
209 West Modoc Avenue
McAlester, Oklahoma 74501

Robert W. Carey
Levenia M. Carey
1019 Kinkead Road
McAlester, Oklahoma 74501

Robert R. Davis
P.O. Box 112
Crowder, Oklahoma 74430

Tommy S. Ball
Eureta K. Ball
1409 South "B" Street
McAlester, Oklahoma 74501

Johnny McFarland Ball
Barbara Jo Ball
315 West Shawnee Avenue

The East-Half of Lot 4, in Block 641, South
McAlester.

The West-Half of Lot 4, in Block 641, South
McAlester.

The East-Half of Lot 5, in Block 641, South
McAlester.

The West-Half of Lot 5, in Block 641, South
McAlester.

South 80 feet of Lot 6, in Block 641, South
McAlester.

North 70 feet of Lot 6, in Block 641, South
McAlester.

East 25 feet of Lot 7 and the West 50 feet of Lot
8, in Block 641, South McAlester.

West 75 feet of Lot 7, in Block 61, South
McAlester.

West 25 feet of Lot 3 and the East 50 feet of Lot
4, in Block 655, South McAlester.

West 50 feet of Lot 4 and All of Lot 5, in Block
655, South McAlester.

Lot 1, in Block 656, South McAlester.

Lot 2 and the East 20 feet of Lot 3, in Block 656,
South McAlester.

Dup
Johnny M. Ball
315 West Shawnee Avenue
McAlester, Oklahoma 74501

Dup
City of McAlester
McAlester, Oklahoma

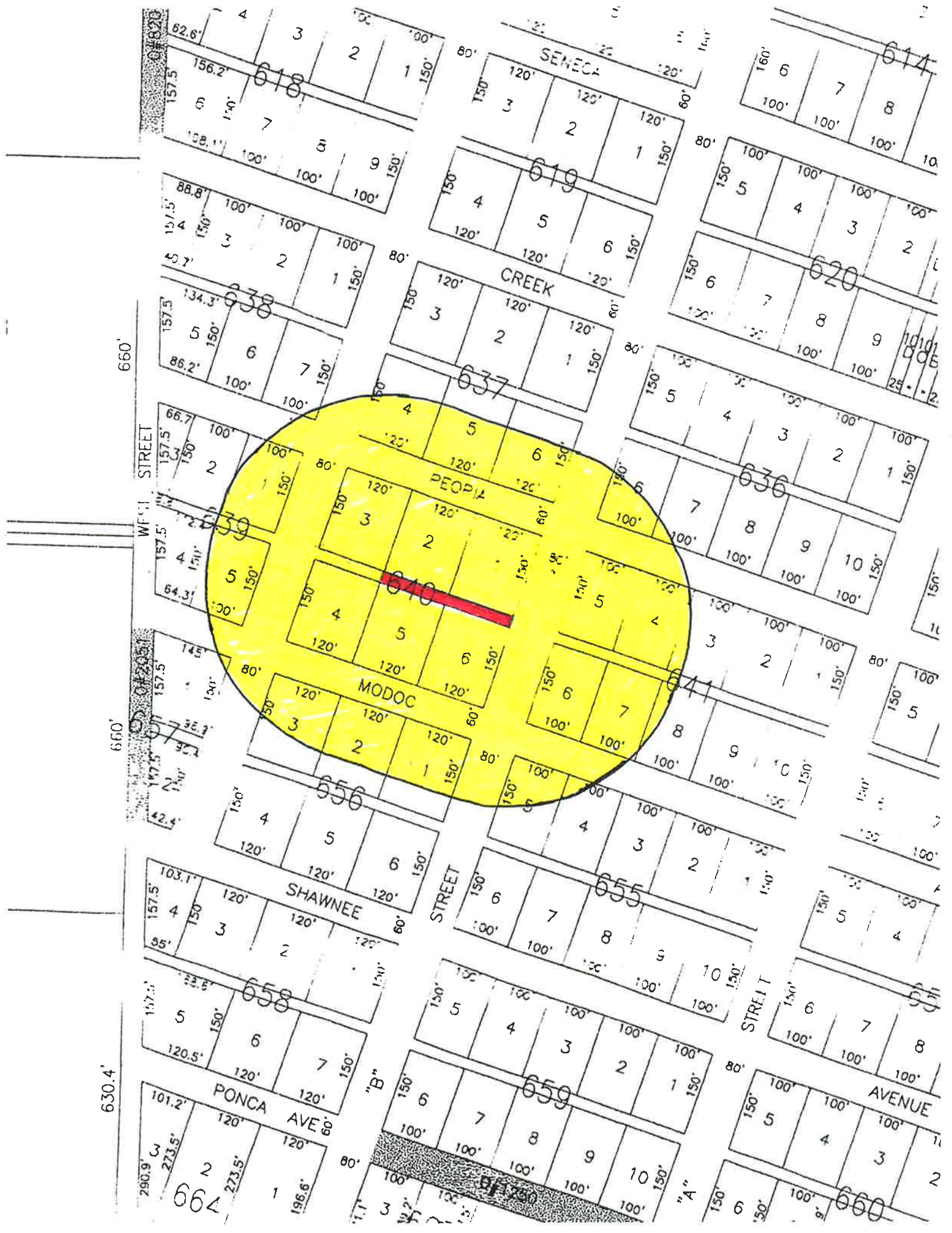
US.
not cert. Pittsburg County Board of
County Commissioners

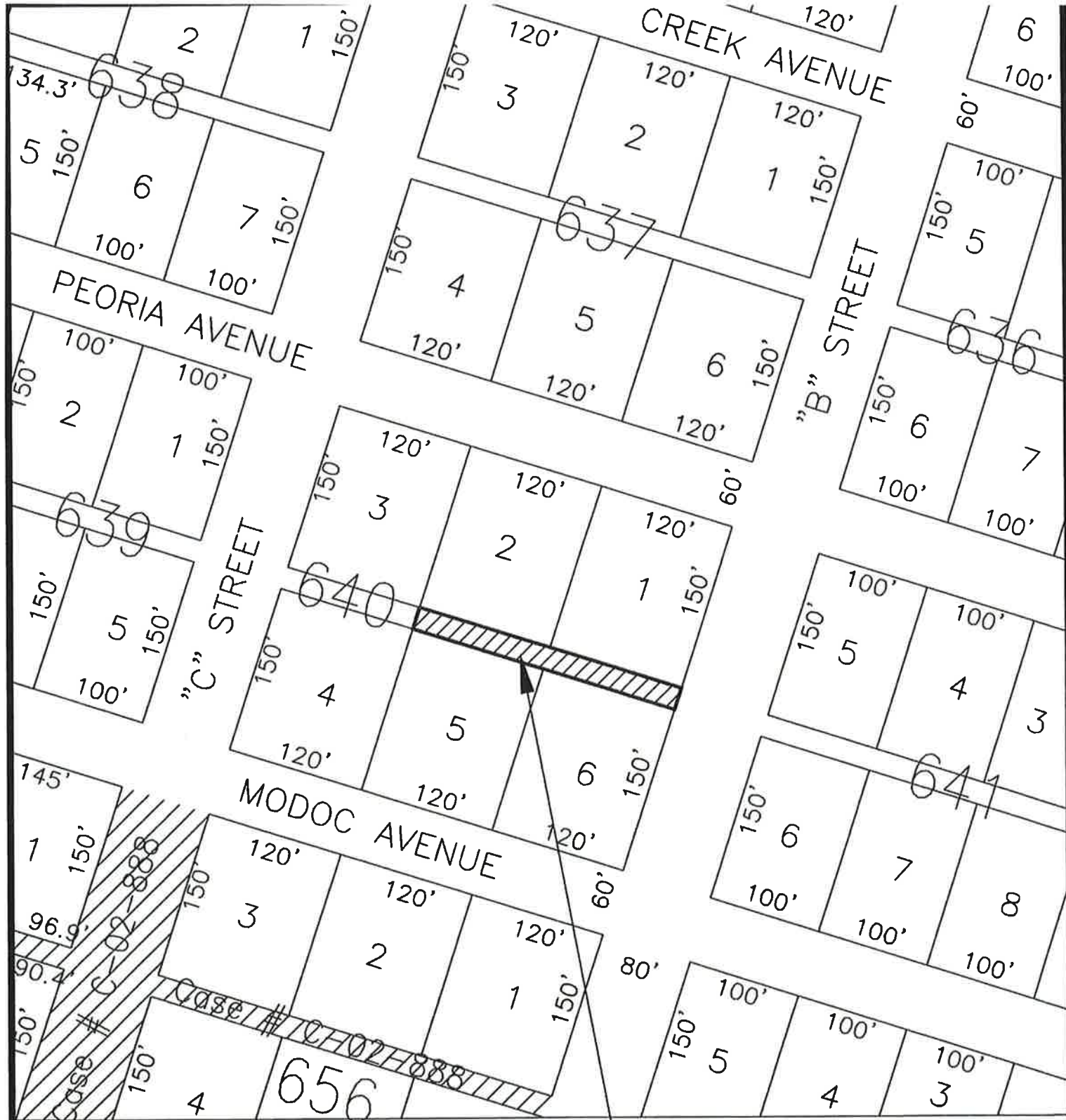
Mayor Korown
Travis Reed
Mark Emmens.

Lot 1, in Block 657, South McAlester.














Easements, Alleys, Public Ways.

Easements, Alleys, Public Ways.





**AREA OF
REQUEST**

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



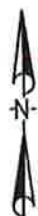
SCALE: 1" = 100'



Prepared By:
City of McAlester
Engineering Department



**SITE
LOCATION**



SCALE: 1" = 100'



Prepared By:
City of McAlester
Engineering Department

AFFP
EASEMENT CLOS. NOT. \$43.00

McAlester News-Capital

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

I, Cindi Irvin, of lawful age, being duly sworn upon oath, depose 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:

September 29, 2018

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

SIGNED:

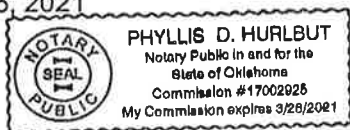


Sales Representative

Subscribed to and sworn to me this 29th day of September 2018.


Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



13100051 00023524

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

(Published in the McAlester News-Capital on September 29th, 2018.)

CITY OF McALESTER

NOTICE OF HEARING ON PETITION TO CLOSE
PUBLIC WAY OR EASEMENT

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, October 16th, 2018 at 6:30 p.m. concerning an application filed requesting the closing of the following public ways or easements:

LOCATION: South West McAlester

LEGAL: The alley lying between Lots 1 and 2 and Lots 5 and 6, in block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma.

PROPOSED

CHANGE: Closing of easement/alley

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

FURTHER NOTICE IS HEREBY GIVEN to all property owners and residents of the City of McAlester, that if the Tuesday, October 16th, 2018 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the October 16, 2018 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, November 20th, 2018 McAlester Planning Commission meeting at 6:30 p.m.

/S/ Cora Middleton, City Clerk

Date: 9/20/18



City of McAlester
Community Development

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

September 19, 2018

RE: V.E. Case #154

Dear Property Owner:

An application has been filed with the Community and Economic Development Department, City of McAlester requesting the closing of the following alley:

The alley lying between Lots 1 and 2 and Lots 5 and 6, in block 640, South McAlester, City of McAlester, in Pittsburg County, State of Oklahoma.

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, October 16, 2018 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community Development Department prior to the Public Hearing. Written responses should be received by Tuesday, October 9, 2018.

Please be advised that if the Tuesday, October 16, 2018 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc.; the October 16, 2018 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the October 16th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, November 20, 2018 McAlester Planning Commission meeting at 6:30 p.m.

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

Sincerely,

Samantha Perry
Executive Assistant/Planning Technician

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

cc: John Browne, Mayor
Travis Read, 3rd Ward Councilman
Mark Emmons, Planning Commission Chairman



From: [Rick Knell](#)
To: [Samantha Perry](#)
Subject: Alley Closing V.E. #154
Date: Monday, October 15, 2018 9:32:53 AM
Attachments: [image001.png](#)

Samantha,

I apologize that you didn't receive our response in a timely manner. AEP/PSO has facilities in the alley at this location. We would need access to location to make any repairs or upgrades deemed necessary. I understand the land owners (Barbara & Jerry Vest) need to close the location and don't have a problem with that as long as AEP/PSO can access the facilities.


If you have any questions feel free to give a call.

Thanks and have a great day,



RICK KNELL | CUSTOMER DESIGN SUPV
RDKNELL@AEP.COM | D:918.426.7954
900 E ELECTRIC AVE, MCALESTER, OK 74501-3825

INTER-OFFICE-MEMORANDUM

DATE: October 12, 2018
TO: Jayme Clifton, Planning & Community Development Director
FROM: David Horinek, PW Dir. 
RE: **REQUEST FOR ALLEY CLOSING - V.E. #154**

Please be advised that the City of McAlester Engineering Division has reviewed the request to vacate the alley between Lots 1, 2 and 5, 6, in Block 640, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

The City of McAlester Engineering Division has no objections to the closing of this alley. There are no city utilities in this alley.

If you or the Planning Commission have any questions concerning this matter please call my office at 918-423-9300 ext. 4992.



Pat Mason, Manager
Engineering/ROW

AT&T Oklahoma
607 N. Miller Blvd.
Oklahoma City, OK 73107

T: 405.246.7018
F: 405.290.6566
pm8484@att.com

September 24, 2018

Jayne Clifton, Planning Technician
Community Development Department
City of McAlester
P O Box 578 / 28 E. Washington
McAlester, OK 74502

Re: Request for Closing – V.E. Case #154

Dear Jayme:

In response to your notice regarding the referenced matter, Southwestern Bell Telephone Company ("SWBT") does **object** to closing the alley, streets or easements described as:

The alley lying between Lots 1 and 2 and Lots 5 and 6, in Block 640, South McAlester, City of McAlester, Pittsburg County, State of Oklahoma.

SWBT has existing aerial facilities and poles installed and in use within the location referenced above. SWBT will need to use the area sought to be closed for the provisioning of telephone and communications services, and therefore objects to having the alleyway closed.

Thank you for your assistance, and please do not hesitate to call our engineer for this area, Ronnie Gragg, with any questions or concerns. He can be reached at (918) 423-9987.

Yours truly,

A handwritten signature in blue ink that reads "Pat Mason".

Pat Mason

c: Ronnie Gragg, Manager



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>November 13, 2018</u>	Item Number:	<u>3</u>
Department:	<u>Community Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Jayme Clifton, Director</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>November 5, 2018</u>	Exhibits:	<u>(3) Three</u>

Subject

Consider and act upon, a request for the temporary installation of trailers to be used as mobile offices or classrooms for public health, safety, and educational purposes on properties located at 501 S C Street, described as Lots 1 through 12, in Block 484, South McAlester, Pittsburg County, State of Oklahoma and at 600 W Madison Avenue, described as Lots 1 through 6, Block 230 & the Closed Alley Lying Therein, South McAlester, Pittsburg County, State of Oklahoma.

Recommendation

Motion to approve a request for the temporary installation of trailers to be used as mobile offices or classrooms for public health, safety, and educational purposes on properties located at 501 S C Street, described as Lots 1 through 12, in Block 484, South McAlester, Pittsburg County, State of Oklahoma and at 600 W Madison Avenue, described as Lots 1 through 6, Block 230 & the Closed Alley Lying Therein, South McAlester, Pittsburg County, State of Oklahoma, to determine the duration of such occupancy, and to authorize the Mayor to sign the approval form.

Discussion

The property owner, McAlester Public Schools, plans to fully install and utilize manufactured and/or mobile buildings as classrooms for students at Jefferson Early Childhood Center, located at 501 S C Street, and William Gay Early Childhood Center, located at 600 W Madison Avenue. According McAlester Code of Ordinances, Chapter 74 Manufactured and Mobile Homes, Sec. 74-3 Parking or Locating on Private Property, city council is vested with the discretion to authorize the location of the manufactured and/or mobile buildings on private property and outside of an approved mobile home park and to discern the duration of such occupancy. Currently, there is one mobile building at Jefferson and there is one modular and one mobile building at William Gay. The property owner requests approval of the mobile buildings and their locations so they may proceed with the installations.

The following documents are attached for your reference:

Draft Approval forms

1. Map images of the defined areas
2. Pictures of the mobile classrooms

Approved By

Initial

Date

Department Head

J. Clifton

11/05/2018

City Manager

P. Stasiak

11-8-18

**MANUFACTURED AND MOBILE HOMES
ACCEPTANCE FOR PARKING OR LOCATING ON PRIVATE PROPERTY**

According to the provisions of the McAlester Code of Ordinances, Chapter 74 Manufactured and Mobile Homes, Section 74-3 Parking or locating on private property, the following installation of a manufactured or mobile structure is hereby approved by the McAlester City Council.

Description of structure(s): *[need to specify]*

Location: 600 W Madison Avenue, McAlester, Oklahoma

Legal Description: Lots 1 through 6, Block 230 & the Closed Alley Lying Therein, South McAlester, Pittsburg County, State of Oklahoma

Parking or Locating on Private Property Acceptance:

McAlester Public Schools, plans to fully install and utilize manufactured and/or mobile buildings as classrooms for students at Jefferson Early Childhood Center at the above referenced parcel of real property. The issuance of a proper permits for building, plumbing, electrical or mechanical work for said manufactured and mobile building is hereby authorized by the McAlester City Council, subject to the applicable provisions for development per the McAlester Code of Ordinances and the following specific special conditions shall also apply to the development of this property:

1. The duration of occupancy not to exceed *[need to specify]*.
2. The building shall be safe for occupancy as determined by the International Fire Code.
3. Proof showing the structure is designed to meet all adopted building codes, such as the manufacturer data plates or if not available an architectural or engineering evaluation report.
4. A survey of the affected property with existing topography, and radical ground breaks, corners and all existing easements in accordance with Sec 18-60(1)(d).
5. A plot plan, which may be placed on the survey, drawn to scale with all dimensions figured, showing the exact size of the lot and the location of proposed and or existing buildings on the lot in accordance with Sec. 18-60(1)(c).
6. A drainage plan of the proposed site in a form specified by the engineering department. The finished floor elevations can be shown on this drainage plan. A floodplain designation shall be included with the drainage plan that includes the FIRM panel number and effective date.
7. Final site grading, placed on approved foundation, and connection to all public utilities such as water, sewer, and other facilities necessary for the health, safety and general welfare of the public.

CITY COUNCIL

John Browne, Mayor

**MANUFACTURED AND MOBILE HOMES
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Description of structure(s): *[need to specify]*

Location: 501 S C Street, McAlester, Oklahoma

Legal Description: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12, in Block 484, South McAlester, Pittsburg County, State of Oklahoma

Parking or Locating on Private Property Acceptance:

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CITY COUNCIL

John Browne, Mayor

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Description of structure(s): *[need to specify]*

Location: 600 W Madison Avenue, McAlester, Oklahoma

Legal Description: Lots 1 through 6, Block 230 & the Closed Alley Lying Therein, South McAlester, Pittsburg County, State of Oklahoma

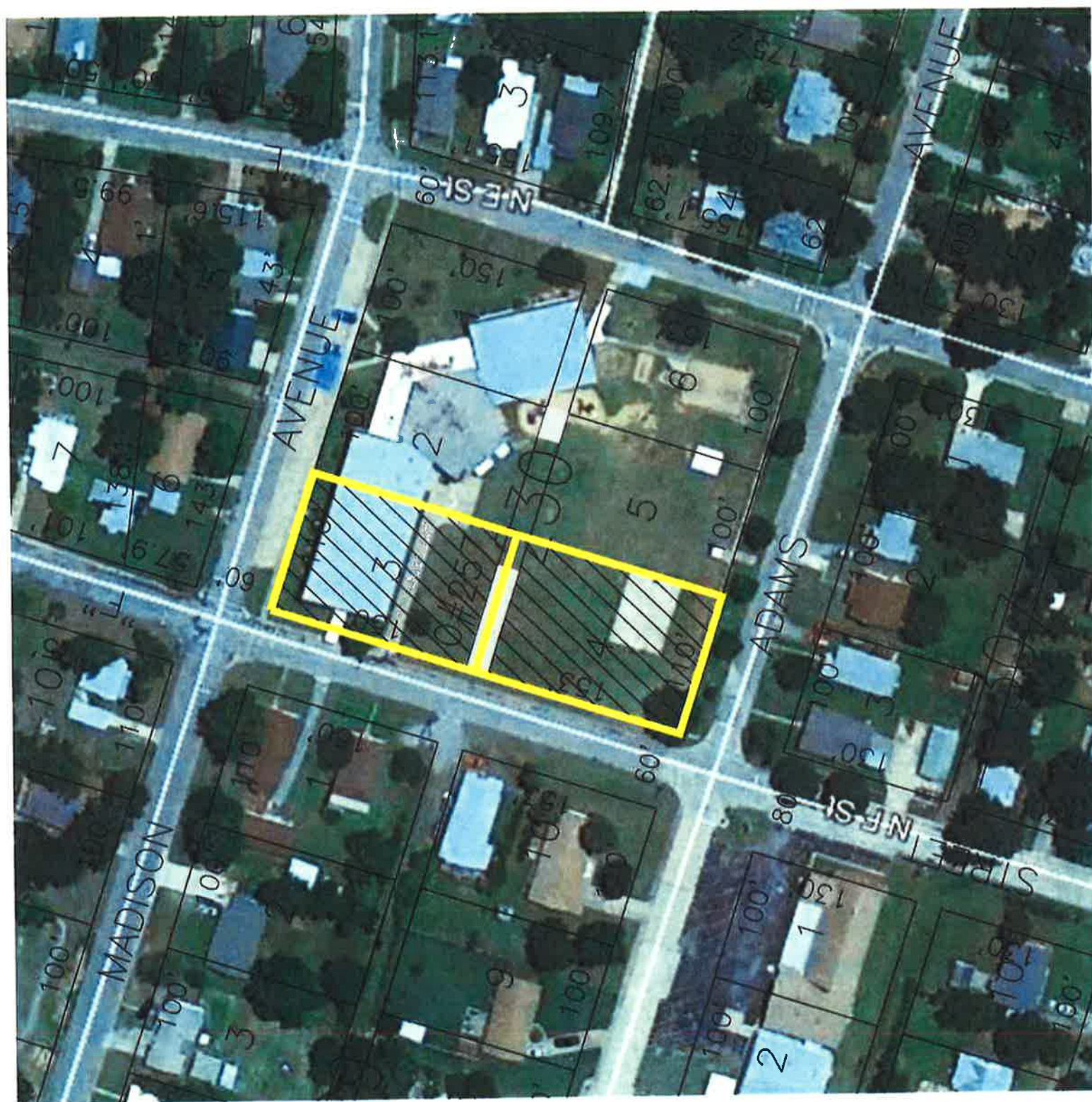
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CITY COUNCIL

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CITY COUNCIL

John Browne, Mayor



ARTICLE I. IN GENERAL**Sec. 74-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Trailer means any vehicle or structure so designed and constructed as will permit occupancy thereof as sleeping quarters for one or more persons, or the conduct of any business, profession, occupation or trade, or use as a selling or advertising device, and so designed that it is or may be mounted on wheels and used as a conveyance on highways or city streets, propelled or drawn by its own or other motive power, except a device used exclusively upon stationary rails or tracks.

Trailer camp means any park, trailer park, trailer court, court, camp, site, lot, parcel or tract of land designed, maintained or intended for the purpose of supplying a location or accommodations for any trailer, and upon which any trailer is parked, and shall include all buildings used or intended for use as part of the equipment thereof, whether a charge is made for the use of the trailer camp and its facilities or not. "Trailer camp" shall not include automobile or trailer sales lots on which unoccupied trailers are parked for purposes of inspection and sale.

Unit means a section of ground in a trailer camp of not less than 800 square feet of unoccupied space in an area designated as the location for only one automobile and one trailer.
(Code 1974, § 29-1; Code 1993, § 74-1)

Sec. 74-2. Parking on streets, other public property.

It shall be unlawful for any person to park any trailer on any street, alley, highway or other public property within the city; provided that emergency or temporary stopping or parking is permitted on

any street, alley or highway for not longer than one hour, subject to any other and further prohibitions, regulations or limitations imposed by the traffic and parking regulations or ordinances for such street, alley or highway. Trailers may also be parked on large public landholdings as necessary to provide security.

(Code 1974, § 29-2; Code 1993, § 74-2)

Sec. 74-3. Parking or locating on private property.

It shall be unlawful for any person to park or otherwise locate any trailer on any privately owned property, occupied or unoccupied, within the city, except in a licensed trailer camp and except as permitted by the zoning ordinance; provided that, the city council, in its discretion, may permit the temporary installation of trailers to be used as mobile offices and classrooms for public health, safety and educational purposes, and the duration of such occupancy shall also be within the discretion of the city council.

(Code 1974, § 29-3; Code 1993, § 74-3)

Secs. 74-4—74-25. Reserved.**ARTICLE II. TRAILER CAMPS****DIVISION 1. GENERALLY****Sec. 74-26. Applicability of plumbing, electrical and building ordinances.**

All plumbing, electrical, building and other work on or at any trailer camp shall be in accordance with the ordinances of the city regulating such work, unless such ordinances are specifically made inapplicable under the terms of this article.
(Code 1974, § 29-15; Code 1993, § 74-26)

expiration of the two-year period, an extension shall be granted by the planning commission at no extra fee. The extension is not to exceed one year. Timely reports concerning the status of rezoned parcels and development activities shall be made at least annually to the planning commission by the department of planning.

(Code 1993, § 62-282; Ord. No. 1843, § 1(art. IV, § 10), 2-14-1989)

Sec. 62-300. Existing lots of record.

In any district where single-family residences are permitted, a single-family detached dwelling may be erected on any lot which is of official record on February 14, 1989, subject to the following restrictions:

- (1) There must be provided a minimum lot width of 50 feet.
- (2) There must be provided a minimum of ten feet in side yards with five feet on any one side.
- (3) The front and rear yards must comply with the requirements set forth for the zoning district within which the lot of record is located.

(Code 1993, § 62-283; Ord. No. 1843, § 1(art. IV, § 11), 2-14-1989)

Sec. 62-301. Storage of liquefied petroleum gases.

The use of land or buildings for the commercial wholesale or retail storage of liquefied petroleum gases shall be in accordance with the ordinances of the city and the regulations of the state liquefied petroleum gas administration.

(Code 1993, § 62-284; Ord. No. 1843, § 1(art. IV, § 12), 2-14-1989)

Sec. 62-302. Trailer parks.

Trailer parks shall be constructed in accordance with the requirements of the ordinances of the city relating thereto.

(Code 1993, § 62-285; Ord. No. 1843, § 1(art. IV, § 13), 2-14-1989)

Sec. 62-303. New commercial district areas.

The minimum area for any new commercial district shall be 50,000 square feet. However, an existing commercial district may be increased by less than this amount, provided the additional area is in the same commercial category as the existing district, and is contiguous to the property within the commercial district.

(Code 1993, § 62-286; Ord. No. 1843, § 1(art. IV, § 15), 2-14-1989)

Sec. 62-304. Industrial pilot plants.

For the purpose of encouraging industrial development, the city council may permit the installation of pilot plants for industrial purpose in any existing commercial building for a period of one year, subject to review by the city council and time extension not to exceed two additional years.

(Code 1993, § 62-287; Ord. No. 1843, § 1(art. IV, § 17), 2-14-1989)

Sec. 62-305. Temporary location of mobile homes.

(a) *Construction trailer.* It shall be common operational policy to allow a construction contractor to bring onsite all necessary supplies, equipment and materials, including mobile offices necessary for completion of the job after a building permit is issued for construction of a building, or when the city engineer approves construction plans for utility work.

(b) *Mobile home sales offices.* Mobile homes that are used as sales offices shall be allowed only on property where mobile homes or travel trailers are being sold.

(c) *Temporary location of mobile homes or trailers for temporary office use.* A mobile home or trailer for temporary use as a business shall be allowed in all commercial districts only, provided that onsite construction to replace the trailer on a

permanent-type structure has begun. The temporary mobile home or trailer shall not be allowed on the site for more than 365 consecutive days. (Code 1993, § 62-288; Ord. No. 1843, § 1(art. IV, § 18), 2-14-1989)

Sec. 62-306. Satellite communication antennas.

(a) Specific aesthetic standards by which the proliferation of satellite dish (communication) antennas may be regulated, are hereby adopted to accomplish the following:

- (1) Clearly define aesthetic objectives to protect residential neighborhoods.
- (2) Define reasonable safety considerations for the general populace.
- (3) Allow satellite operations in such a manner as not to impose unreasonable governmental limitations on reception of satellite-delivered signals by antennas.
- (4) Allow municipal regulation of satellite transmission antennas in such a manner as not to impose excessive costs upon users.
- (5) Continue to utilize accepted yard requirements that promote a homogeneous character in surroundings, and provide a certain amount of open space on each residential lot.
- (6) Orient activities and uses to appropriate locations on residential lots.

(b) Satellite antennas may be permitted as an accessory use only in residential districts (R-1B, R-2, R-3), provided the following standards are met:

- (1) The antenna shall not be permitted as a primary use on a lot.
- (2) The antenna shall be ground mounted, and located in the rear yard only.

(3) The antenna shall not exceed 12 feet in diameter, and the materials used in constructing the antenna shall not be unnecessarily bright, shiny, garish or reflective, and shall employ, to the extent possible, materials and colors that blend with the surroundings.

(4) The antenna, including any guy wires, supporting structures, and accessory equipment, shall be located and designed so as to minimize the negative visual impact on surrounding properties and from public streets. Antennas should be screened through the addition of architectural features such as evergreen plantings, fencing and/or landscaping that harmonize with the elements and characteristics of the property. The height of the screening shall be equal to at least 75 percent of the antenna height.

(c) A building permit shall be required for the construction and installation of any satellite communication antenna, and all applications for a building permit shall include certification by a registered engineer that the proposed installation complies with those standards required by city building and construction codes.

(d) All installations shall be located to prevent obstruction of the antenna's reception window from potential permitted development on adjoining properties.

(e) Only one satellite dish antenna may be permitted per lot, and shall be used only for private noncommercial purposes.

(f) Special exception uses: Roof-mounted satellite dish antennas up to 12 feet in diameter may be allowed in residential districts, subject to the following criteria:

- (1) Demonstration by the applicant that compliance with subsections (b)(4) and (d) of

Chapter 13:

Relocated or Moved Buildings

General Comments

Chapter 13 is applicable to any building that is moved or relocated. This also includes relocatable buildings. Relocatable buildings are purposely built with the intention of being used multiple times at different sites. Relocatable buildings are defined in Chapter 2. The relocation of a building will automatically cause an inspection and evaluation process that enables the jurisdiction to determine the level of compliance with the *International Fire Code*® (IFC®) and the *International Property Maintenance Code*® (IPMC®). These two codes, by their scope, are applicable to existing buildings. Note the IFC has provisions that also apply to new construction in addition to existing buildings and facilities. The intent of this reference is to review the applicability of IFC Section 102 to determine the level of compliance necessary. For example, IFC Section 102.1, Item 3 requires that the construction and design provisions of Chapter 11 apply to existing buildings. This is the case regardless of any repair, remodeling, alteration work or change of occupancy occurring (see the IFC and IPMC).

Section 1302 addresses the building location of lot and structural considerations. Note that electrical, plumbing, and heating, ventilating and air conditioning (HVAC) are not addressed for relocated buildings. This means that relocated buildings are not necessarily required to improve the existing electrical, plumbing or

HVAC systems beyond what is necessary for the appropriate interface with the public utilities at the new location, unless the code official discovers an unsafe or hazardous condition.

Section 1302.7 contains an inspection requirement that helps to determine the structural integrity of the structure's components and connections. The inspection will help the code official to properly evaluate a building to ensure it is safe for occupancy.

If the project scope involves repairs, alterations or a change of occupancy, in addition to moving or relocating the building, then it will also have to comply with the provisions of the chapters related to repair, alteration or change of occupancy. Any new construction of accessory elements to include decks, stairs, fences or accessory buildings must comply with the applicable code requirements for new construction.

Purpose

A large number of existing buildings and structures would not be able to comply with the current building code requirements for new construction. Although many of these buildings are potentially salvageable, relocation and rehabilitation is often cost prohibitive. It is necessary to regulate construction in existing buildings that undergo additions, alterations, renovations, extensive repairs or change of occupancy to ensure the safety of the public.

SECTION 1301 GENERAL

1301.1 Scope. This chapter provides requirements for relocated or moved structures, including relocatable buildings as defined in Chapter 2.

- ❖ This section states the scope of Chapter 13 and references the requirements for relocated or moved structures.

1301.2 Conformance. The building shall be safe for human occupancy as determined by the *International Fire Code* and the *International Property Maintenance Code*. Any repair, alteration, or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field-fabricated elements shall comply with the requirements of the *International Building Code* or the *International Residential Code* as applicable.

- ❖ Moved structures that are subject to repair, alteration or change of occupancy are required to comply with the provisions of the code for such repair, alteration

or change of occupancy. The prescriptive or performance method could potentially be applied to address such repairs, alterations or changes of occupancy. Additionally, it is important to note that the IFC and IPMC have provisions that are also applicable to existing buildings.

SECTION 1302 REQUIREMENTS

1302.1 Location on the lot. The building shall be located on the lot in accordance with the requirements of the *International Building Code* or the *International Residential Code* as applicable.

- ❖ Exterior walls of buildings may need fire-resistance ratings in accordance with either the *International Building Code*® (IBC®) (see IBC Section 705.5) or the *International Residential Code*® (IRC®) (see IRC Section R302), as applicable. The required rating in either code is based on the fire separation distance and, in accordance with the IBC, the occupancy and

type of construction must also be considered. Since the relocated building's exterior wall construction and, therefore, its fire-resistance rating are fixed, the building must be situated so that the exterior wall's fire-resistance rating is in compliance. Alternatively, the fire-resistance ratings and opening protectives of the existing exterior walls and openings can be upgraded as required to meet the IBC for the desired fire separation distance.

[BS] 1302.2 Foundation. ^{permanent foundation per city or} The foundation system of relocated buildings shall comply with the *International Building Code* or the *International Residential Code* as applicable. ^{engineered}

❖ The foundation for a relocated building is constructed at the building's new location. As new construction, the foundation, as well as the building's connection to it, is therefore required to comply with either the IBC or IRC, as applicable.

[BS] 1302.2.1 Connection to the foundation. The connection of the relocated building to the foundation shall comply with the *International Building Code* or the *International Residential Code* as applicable.

❖ See the commentary to Section 1302.2.

[BS] 1302.3 Wind loads. Buildings shall comply with *International Building Code* or *International Residential Code* wind provisions as applicable.

Exceptions:

1. Detached one- and two-family dwellings and Group U occupancies where wind loads at the new location are not higher than those at the previous location.
2. Structural elements whose stress is not increased by more than 10 percent.

❖ When a building is moved, it can be subjected to different design wind loading at the new location. The structure must be checked, therefore, to verify that it satisfies the wind-load criteria for a new structure using either the IBC or IRC, as applicable. There are two exceptions to full compliance, one of which exempts detached one- and two-family dwellings, as well as Group U occupancies if the design wind loads at the new location are no greater than those at the former location. Exception 2 allows additional wind loads that do not increase stresses in affected structural elements by more than 10 percent. Allowing overstresses of up to 10 percent in existing structural members has been a long-standing rule of thumb used by structural engineers.

[BS] 1302.4 Seismic loads. Buildings shall comply with *International Building Code* or *International Residential Code* seismic provisions at the new location as applicable.

Exceptions:

1. Structures in Seismic Design Categories A and B and detached one- and two-family dwellings in Seismic Design Categories A, B and C where the seismic loads at the new location are not higher than those at the previous location.

2. Structural elements whose stress is not increased by more than 10 percent.

❖ When a building is moved, the structure must satisfy the seismic load criteria for a new structure using either the IBC or IRC, as applicable at the new location. There are two exceptions to full compliance. Exception 1 exempts any building classified as Seismic Design Category A or B, in addition to detached one- and two-family dwellings classified as Seismic Design Category C, provided the design seismic loads at the new location are no greater than those at the former location. See the commentary to Section 301.1.4 for an explanation of seismic design category classification. While the design seismic loads are a function of several variables, with a relocated building that is not also undergoing a change of occupancy, the difference in the seismic load will merely be a function of two of those variables: the mapped spectral accelerations (e.g., S_s) and the site soil coefficients (e.g., F_a). In other words, comparing the design spectral accelerations (e.g., $S_{DS} = 2F_a S_s / 3$) calculated at each site provides an indication of the difference in seismic loads. These parameters need to be determined using the IBC and are explained in the commentary to Section 301.1.4 (see IBC Section 1613.3). Exception 2 allows additional seismic loads that do not increase stresses in affected structural elements by more than 10 percent. Allowing overstresses of up to 10 percent in existing structural members has been a long-standing rule of thumb used by structural engineers.

[BS] 1302.5 Snow loads. Structures shall comply with *International Building Code* or *International Residential Code* snow loads as applicable where snow loads at the new location are higher than those at the previous location.

Exception: Structural elements whose stress is not increased by more than 5 percent.

❖ When a building is moved to a location that requires an increased design snow load, the structure must be checked to verify that it satisfies the snow load requirements for a new structure using either the IBC or IRC, as applicable. The exception to full compliance allows additional snow loading that does not increase stresses in affected structural elements by more than 5 percent. Allowing overstresses of up to 5 percent in existing structural members has been a long-standing rule of thumb used by structural engineers.

[BS] 1302.6 Flood hazard areas. If relocated or moved into a flood hazard area, structures shall comply with Section 1612 of the *International Building Code*, or Section R322 of the *International Residential Code*, as applicable.

❖ When a building is moved into a flood hazard area or relocated within a flood hazard area, the structure must satisfy the flood hazard criteria for a new structure under the IBC or the IRC, as applicable.

[BS] 1302.7 Required inspection and repairs. The code official shall be authorized to inspect, or to require approved professionals to inspect at the expense of the owner, the various structural parts of a relocated building to verify that structural components and connections have not sustained structural damage. Any repairs required by the code official as a result of such inspection shall be made prior to the final approval.

inspection by approved professional

Signature of Architect or Engineer

- ❖ In addition to the inspections required by Section 109, this section gives the code official the authority to inspect the structure of a relocated building to verify that structural components and connections have not been damaged. This is important because, in the course of being moved, the building can be subjected to movements and displacements that were never anticipated in the original structural design. In the event more specific expertise is required, the code official may require such inspections to be made by an approved professional at the owner's expense.

newer edition of a code is adopted, provided that a minimum level of safety is maintained. In most cases, that level is the set of criteria or the code under which the original building service equipment was installed. Unfortunately, there are a number of areas where codes have only recently been adopted. In those cases, the code official must apply those criteria that can be reasonably applied to an existing installation.

AE102.4 Existing occupancy. *Manufactured homes* that are in existence at the time of the adoption of these provisions may have their existing use or occupancy continued if such use or occupancy was legal at the time of the adoption of these provisions, provided such continued use is not dangerous to life, health and safety.

The use or occupancy of any existing *manufactured home* shall not be changed unless evidence satisfactory to the *building official* is provided to show compliance with all applicable provisions of the codes adopted by this *jurisdiction*. Upon any change in use or occupancy, the *manufactured home* shall cease to be classified as such within the intent of these provisions.

- ❖ Very much like the previous section, this section's provisions describe a minimum level of safety for the occupants of an existing structure. Also, if the occupancy is changed, evidence must be provided indicating that all applicable codes and standards are complied with by the new use.

AE102.5 Maintenance. All *manufactured homes* and their building service *equipment*, existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by applicable codes or by the *Manufactured Home Standards* shall be maintained in conformance to the code or standard under which it was installed. The owner or the owner's designated agent shall be responsible for the maintenance of *manufactured homes*, accessory buildings, structures and their building service *equipment*. To determine compliance with this section, the *building official* may cause any *manufactured home*, accessory building or structure to be reinspected.

- ❖ As with all structures, building service equipment, and parts, proper maintenance is vital to maintaining a safe and sanitary environment for the occupants. This section specifically designates the owner or her or his representative as being responsible for such maintenance. In order to determine if the structure and associated equipment are properly maintained, the code official can have an inspection done.

AE102.6 Relocation. *Manufactured homes* which are to be relocated within this *jurisdiction* shall comply with these provisions.

- ❖ This section is a clarification that even relocated manufactured housing must comply with these provisions.

SECTION AE201 DEFINITIONS

AE201.1 General. For the purpose of these provisions, certain abbreviations, terms, phrases, words and their derivatives shall be construed as defined or specified herein.

- ❖ These terms are necessary for the proper design and enforcement of this appendix. Any terms not listed herein will be found in Chapter 2 of this code, in the other *International Codes®* (I-Codes®), or will use their normally accepted meanings.

ACCESSORY BUILDING. Any building or structure or portion thereto, located on the same property as a *manufactured home*, which does not qualify as a *manufactured home* as defined herein.

- ❖ This definition addresses those structures that are not manufactured housing. An example would be a patio cover or shed.

BUILDING SERVICE EQUIPMENT. Refers to the plumbing, mechanical and electrical *equipment*, including piping, wiring, fixtures and other accessories which provide sanitation, lighting, heating, ventilation, cooling, fire protection and facilities essential for the habitable occupancy of a *manufactured home* or accessory building or structure for its designated use and occupancy.

- ❖ This term covers the plumbing, mechanical, and electrical equipment serving the *manufactured home*.

MANUFACTURED HOME. A structure transportable in one or more sections which, in the traveling mode, is 8 body feet (2438 body mm) or more in width or 40 body feet (12192 body mm) or more in length or, when erected on site, is 320 or more square feet (30 m²), and which is built on a permanent chassis and designed to be used as a *dwelling* with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph, except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of the U.S. Department of Housing and Urban Development (HUD) and complies with the standards established under this title.

For mobile homes built prior to June 15, 1976, a label certifying compliance with the *Standard for Mobile Homes*, NFPA 501, ANSI 119.1, in effect at the time of manufacture, is required. For the purpose of these provisions, a mobile home shall be considered a *manufactured home*.

- ❖ The term "Manufactured home" in the IRC is consistent with the HUD definition. An existing *manufactured home* requires a label certifying compliance with the *Standard for Mobile Homes*, NFPA 501, ANSI 119.1 if built prior to June 15, 1976. Included in this definition is everything that is built into the home.

for the foundation shall be on the job, except where concrete from a central mixing plant (commonly termed "transit mixed") is to be used, the concrete materials need not be on the job. Where the foundation is to be constructed of *approved* treated wood, additional framing inspections as required by the *building official* may be required.

2. Concrete slab or under-floor inspection: To be made after all in-slab or under-floor building service *equipment*, conduit, piping accessories and other ancillary *equipment* items are in place but before any concrete is poured or the *manufactured home* is installed.

3. Anchorage inspection: To be made after the *manufactured home* has been installed and permanently anchored.

- ❖ The inspections specified in Section AE305.5 are the minimum thought necessary to verify the compliance of the installation. This section lists the structural inspections for the foundation, underfloor equipment, concrete slab, and anchorage of the manufactured home.

AE305.5.2 Structural inspections for accessory building and structures. Inspections for accessory buildings and structures shall be made as set forth in this code.

- ❖ This section suggests that the jurisdiction have the same inspections for accessory structures that it would have for any building.

AE305.5.3 Building service equipment inspections. All building service *equipment* which is required as a part of a *manufactured home* installation, including accessory buildings and structures authorized by the same *permit*, shall be inspected by the *building official*. Building service *equipment* shall be inspected and tested as required by the applicable codes. Such inspections and testing shall be limited to site construction and shall not include building service *equipment* which is a part of the *manufactured home* itself. No portion of any building service *equipment* intended to be concealed by any permanent portion of the construction shall be concealed until inspected and *approved*. Building service *equipment* shall not be connected to a water, fuel or power supply, or sewer system, until authorized by the *building official*.

- ❖ All equipment serving the manufactured home must be inspected. This section also requires that no connection be made to the utilities without the building official's approval.

AE305.5.4 Final inspection. When finish grading and the *manufactured home* installation, including the installation of all required building service *equipment*, is completed and the *manufactured home* is ready for occupancy, a final inspection shall be made.

- ❖ When all work is complete, this section requires one final inspection to verify that the approved plans have been followed. Once this inspection is approved, then the home is ready for occupancy.

AE305.6 Other inspections. In addition to the called inspections specified in Section AE305.5.4, the *building official* may make or require other inspections of any construction

work to ascertain compliance with these provisions or other codes and laws which are enforced by the code enforcement agency.

- ❖ This section allows a building official to impose other inspections as may be necessary to verify compliance with this set of criteria or other laws and regulations.

SECTION AE306 SPECIAL INSPECTIONS

AE306.1 General. In addition to the inspections required by Section AE305, the *building official* may require the owner to employ a special inspector during construction of specific types of work as described in this code.

- ❖ A special inspector may be needed to verify compliance with the code. This could be due to the use of high strength concrete, special soil conditions or anchorage, or even flood plain installations.

SECTION AE307 UTILITY SERVICE

AE307.1 General. Utility service shall not be provided to any building service *equipment* which is regulated by these provisions or other applicable codes, and for which a *manufactured home* installation *permit* is required by these provisions, until *approved* by the *building official*.

- ❖ The building official must approve the final inspection before connection can be made to any utilities that serve the manufactured home.

SECTION AE401 OCCUPANCY CLASSIFICATION

AE401.1 Manufactured homes. A *manufactured home* shall be limited in use to a single *dwelling unit*.

- ❖ There can be instances of applications to change the use of the structure to something other than a dwelling. This chapter was not developed with that in mind, and in those cases the *International Building Code® (IBC®)* should be used.

AE401.2 Accessory buildings. Accessory buildings shall be classified as to occupancy by the *building official* as set forth in this code.

- ❖ The use of accessory structures is indeed accessory to the home, so the structures allowed would be those normally attached to such dwellings. Examples would be tool sheds, patio covers, carports, and gazebos.

SECTION AE402 LOCATION ON PROPERTY

AE402.1 General. *Manufactured homes* and accessory buildings shall be located on the property in accordance with applicable codes and ordinances of this *jurisdiction*.

- ❖ This section refers to other codes and laws that may be in effect for locating the manufactured home on the

tion of the building and the fire separation distance of the walls must be determined. Once determined, the required fire-resistance rating is obtained by referring to the appropriate row and column corresponding to these parameters.

Please note that where there is more than one building on a lot, an imaginary lot line must be assumed between the buildings in accordance with

Section 705.3. Commentary Figure 602(1) shows an assumed line halfway between the two buildings. The imaginary lot line can be at any location between the structures. Wherever the line is established, fire separation distance for each wall must be measured from the line, and wall and opening protection based on the distance to the assumed location.

Note a indicates that the fire-resistance-rating

TABLE 602
FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE^{a, d, e}

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H ^a	OCCUPANCY GROUP F-1, M, S-1 ^f	OCCUPANCY GROUP A, B, E, F-2, I, R, S-2, U ^h
$X < 5^b$	All	3	2	1
$5 \leq X < 10$	IA Others	3 2	2 1	1 1
$10 \leq X < 30$	IA, IB IIB, VB Others	2 1 1	1 0 1	1 ^c 0 1 ^c
$X \geq 30$	All	0	0	0

For SI: 1 foot = 304.8 mm.

a. Load-bearing exterior walls shall also comply with the fire-resistance rating requirements of Table 601.

b. See Section 706.1.1 for party walls.

c. Open parking garages complying with Section 406 shall not be required to have a fire-resistance rating.

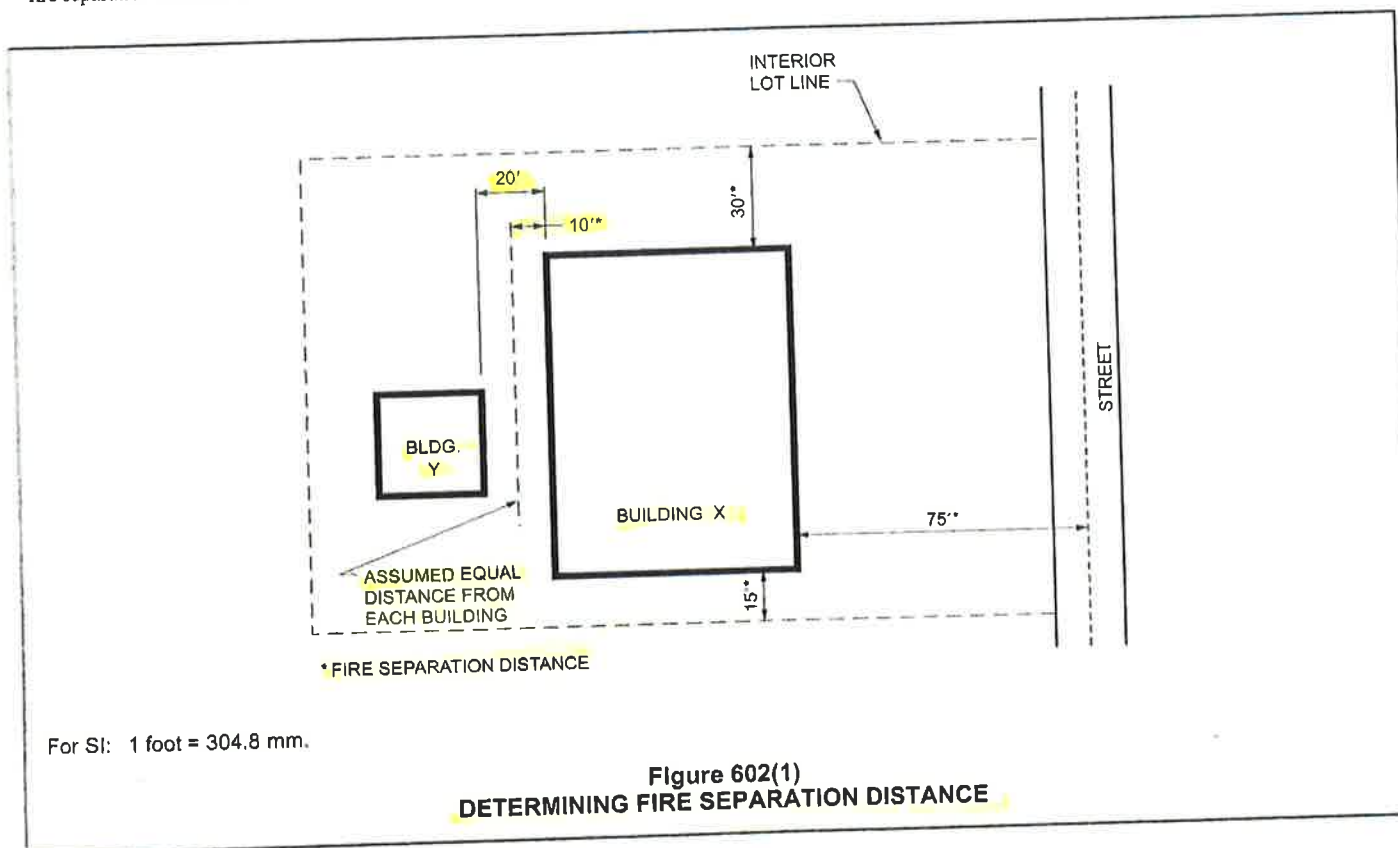
d. The fire-resistance rating of an exterior wall is determined based upon the fire separation distance of the exterior wall and the story in which the wall is located.

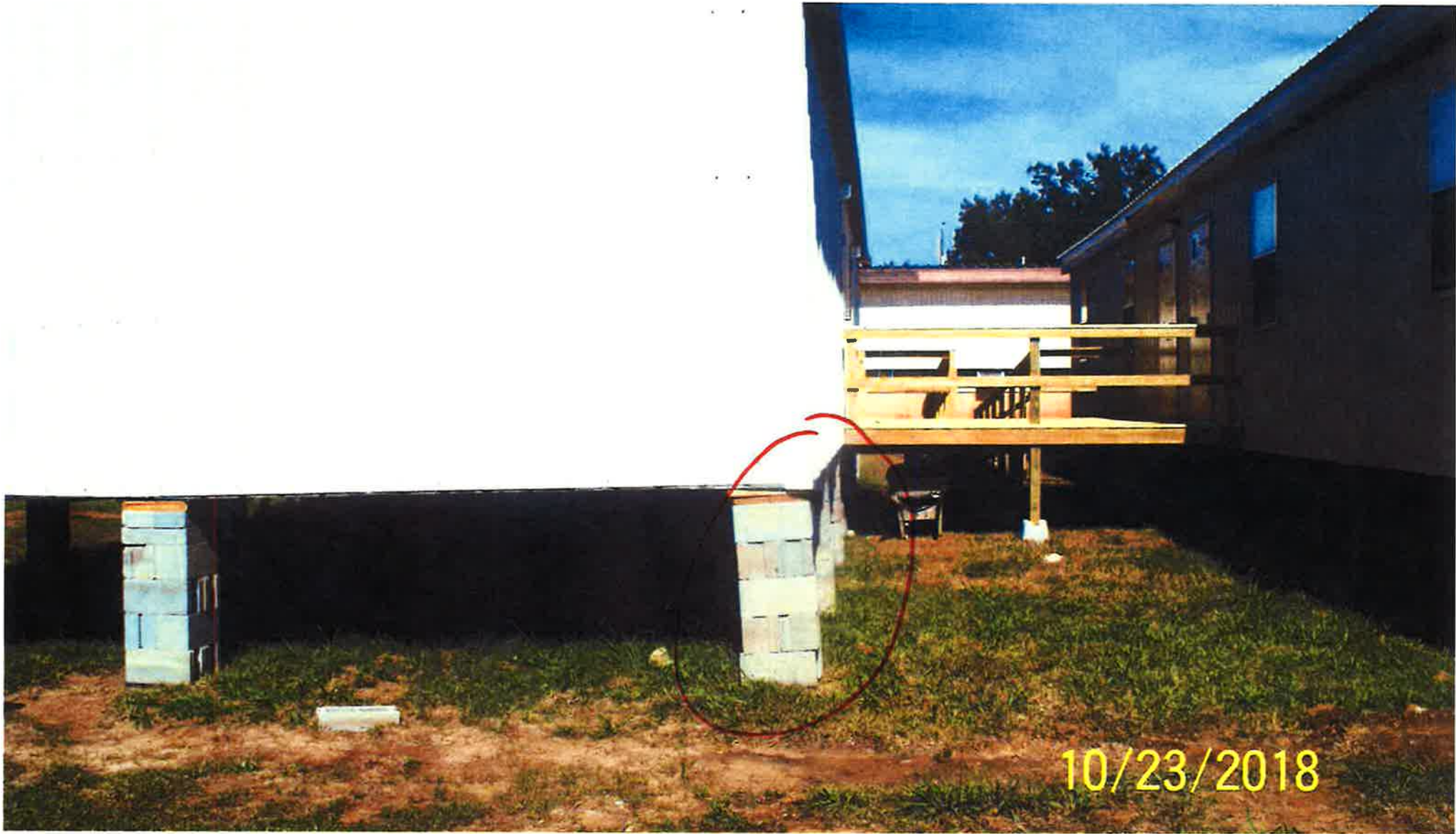
e. For special requirements for Group H occupancies, see Section 415.6.

f. For special requirements for Group S aircraft hangars, see Section 412.4.1.

g. Where Table 705.8 permits nonbearing exterior walls with unlimited area of unprotected openings, the required fire-resistance rating for the exterior walls is 0 hours.

h. For a building containing only a Group U occupancy private garage or carport, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 5 feet or more.





Shifting of ground caused by recent rains.
Cinder blocks leaning because not on proper foundation



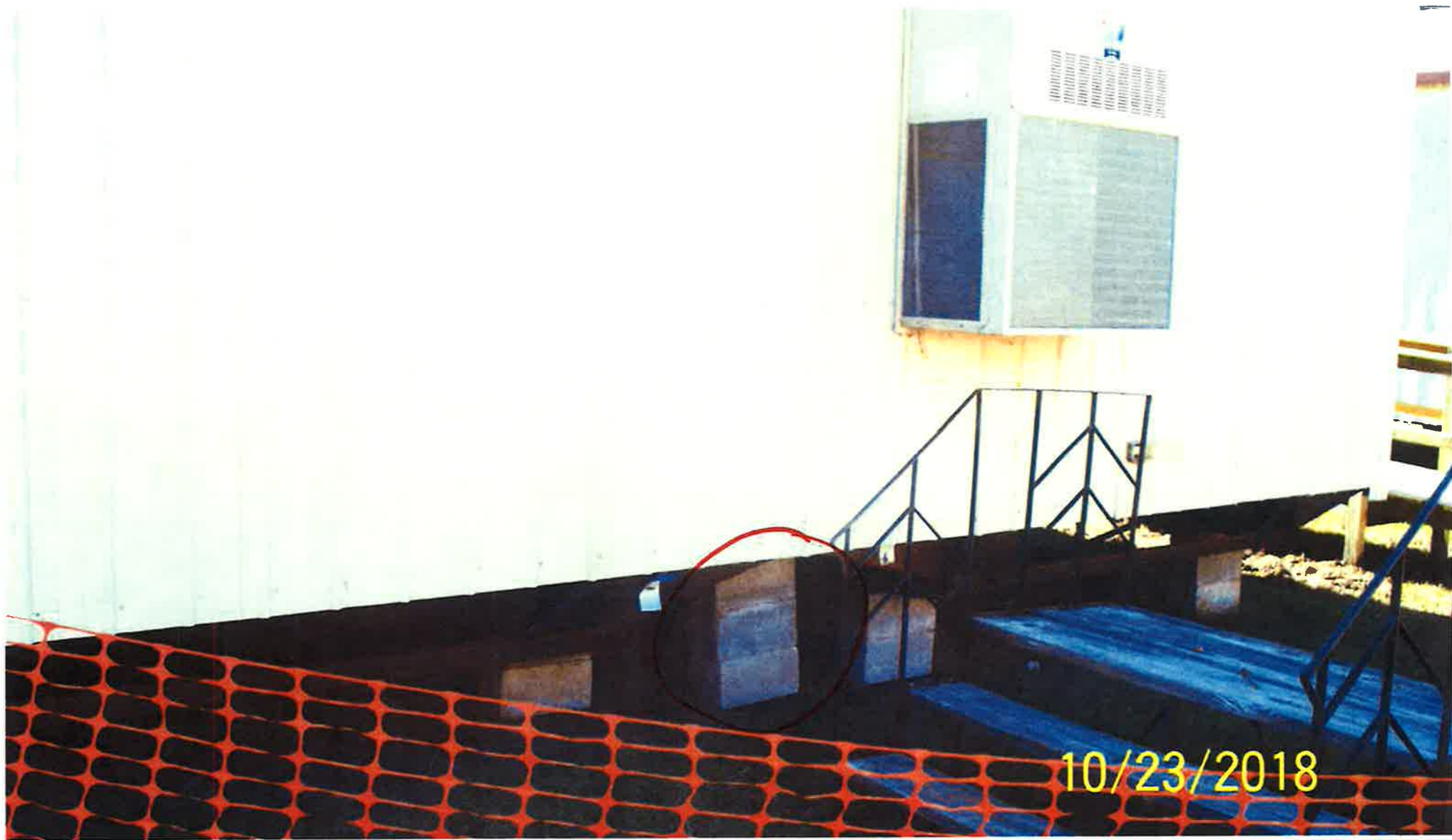
Cinder Blocks leaning because not on proper foundation



Shifting of ground



Blocks leaning, no proper foundation



Blocks leaning because not on proper foundation



10/18/2018





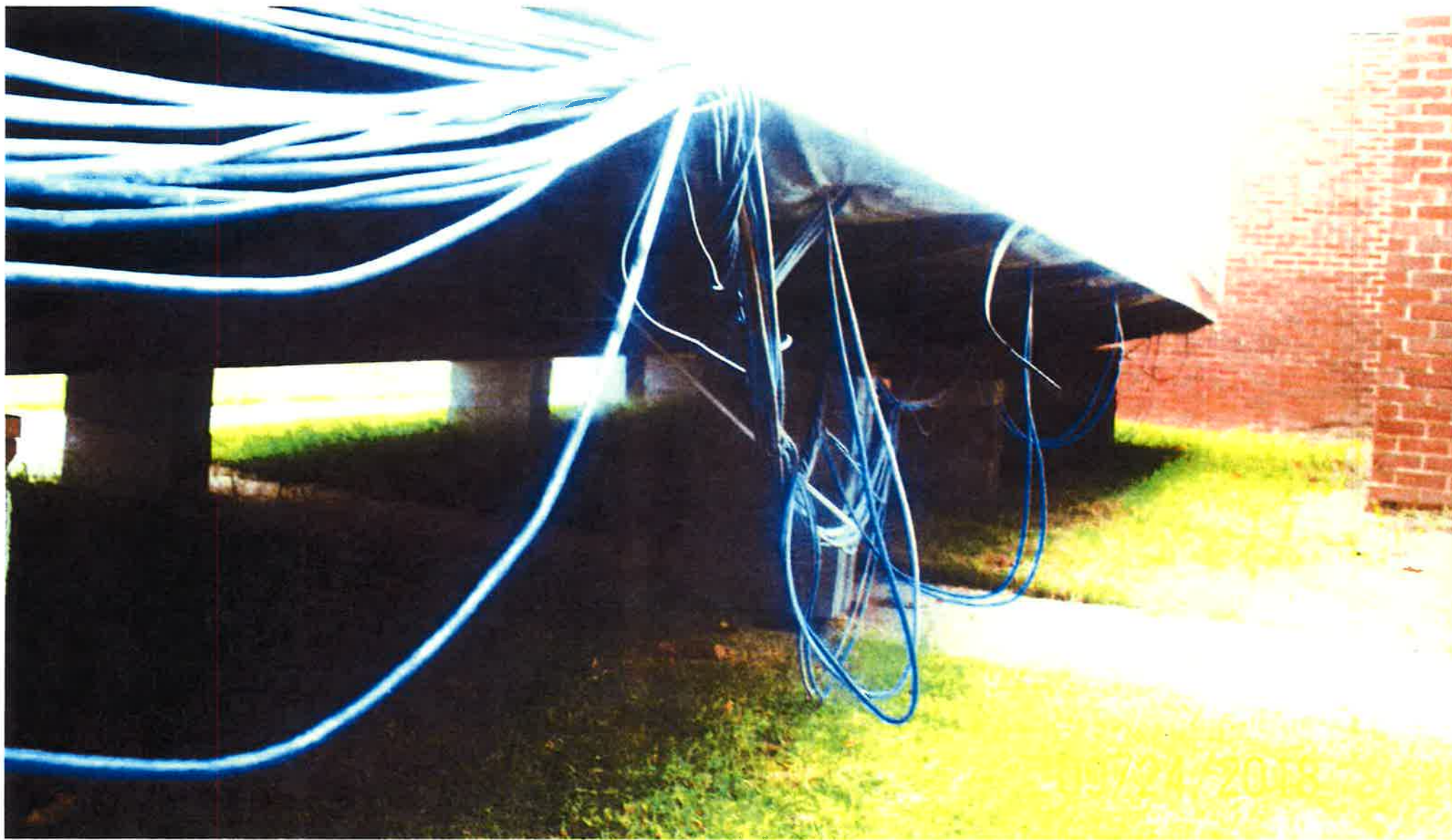
William Gay School







Jefferson School







McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018 Item Number: 4
Department: City Council
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: November 5, 2018 Budgeted Amount: _____
Exhibits: 1 (ordinance)

Subject

Consider and act upon, amendment of an ordinance of the City of McAlester; Chapter 6, Alcohol and Non-intoxicating Beverages, Article II, Division I, Section 6-28, Employment of Minors, repealing all conflicting ordinances.

Recommendation

Motion to approve the ordinance amending Chapter 6, Article II, Division I, Section 6-28, Employment of Minors.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

11-8-18

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 6, ALCOHOL AND NONINTOXICATING BEVERAGES, ARTICLE II, DIVISION 1, SECTION 6-28, EMPLOYMENT OF MINORS; REPEALING ALL CONFLICTING ORDINANCES.

* * * * *

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

SECTION 1: Chapter 6, Article II, Division 1, Section 6-28 of the McAlester Code of Ordinances is hereby amended as follows:

Sec. 6-28. Employment of Minors.

- (a) No person under the age of ~~21~~ 18 years shall be employed in the selling, manufacture, distribution or other handling of alcoholic beverages at any place within this city, and no person shall employ or assist or aid in causing the employment of any person under the age of ~~21~~ 18 years at any place within this city in the selling, manufacture, distribution or other handling of alcoholic beverages. Provided, if such person so employed, by job duties or practice, does not participate in the service, mixing or sale of mixed beverages, they shall not be required to have an employee's license, unless they are a manager, so employed. Provided further, nothing herein shall be construed to permit any person under the age of twenty-one years of age to be employed to sell spirits.
- (b) ~~Notwithstanding the provisions of subsection (a) of this section a~~ A mixed beverage, caterer, special event or bottle club licensee may employ servers who are 18 years of age or older, except in designated bar or lounge areas, ~~and subsection (a) of this section does not prevent persons 18 years or older from being so employed. Any employees of a special event, caterer, unless catering a mixed beverage, licensed premise, or airline/railroad beverage licensees, shall not be required to obtain an employee license.~~

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this _____ day of _____, 2018.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2018.

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018 Item Number: 5
Department: City Council
Prepared By: Peter Stasiak, City Manager Account Code: _____
Date Prepared: November 5, 2018 Budgeted Amount: _____
Exhibits: 1 (ordinance)

Subject

Consider and act upon, the amendment of an ordinance of the City of McAlester; Chapter 102, Traffic and Vehicles, Article VI, Division 2, Section 102-302, Application, repealing all conflicting ordinances.

Recommendation

Motion to approve an ordinance amending Chapter 102, Article VI, Division 2, Section 102-302, amending the parade application time period from the previous period of 7-10 days to the new period of 60-180 days.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

11-8-18

ORDINANCE NO. _____

CONSIDER AND ACT UPON AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 102, TRAFFIC AND VEHICLES, ARTICLE VI, DIVISION 2, SECTION 102-302, APPLICATION; REPEALING ALL CONFLICTING ORDINANCES.

* * * * *

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

SECTION 1: Chapter 102, Article VI, Division 2, Section 102-302 of the McAlester Code of Ordinances is hereby amended as follows:

Sec. 102-302. Application.

- (a) A person desiring a parade permit shall file an application with the chief of police on forms provided by such officer. Such application shall be filed not less than seven thirty (30) days nor more than ~~ten~~ one-hundred-eighty (180) days before the date on which it is proposed to conduct the parade.
- (b) The application for a parade permit shall set forth the following information:
 - (1) The name, address and telephone number of the person seeking to conduct such parade.
 - (2) If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization.
 - (3) The name, address and telephone number of the person who will be the parade chairperson and who will be responsible for its conduct.
 - (4) The date when the parade is to be conducted.
 - (5) The route to be traveled, the starting point and the termination point.
 - (6) The approximate number of persons who, and animals and vehicles which, will constitute such parade; the type of animals and description of the vehicles.
 - (7) The hours when such parade will start and terminate.
 - (8) A statement as to whether the parade will occupy all or only a portion of the

- width of the streets proposed to be traversed.
- (9) The location by streets of any assembly areas for such parade.
 - (10) The time at which units of the parade will begin to assemble at any such assembly area.
 - (11) The interval of space to be maintained between units of such parade.
 - (12) If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf.
 - (13) Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should be issued.
- (c) The chief of police, where good cause is shown therefor, shall have the authority to consider any application under this division which is filed less than ~~seven~~ thirty or more than ~~ten~~ one-hundred-eighty days before the date such parade is proposed to be conducted.

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

SECTION 3: EMERGENCY CLAUSE. That an emergency is hereby declared to exist for the preservation of the public peace, health, and safety by reason whereof it is necessary that this act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this _____ day of _____, 2018.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2018.

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: 11/13/2018
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 11/05/2018

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 5

Subject

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

Recommendation

Motion to approve the purchase of communications equipment with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Discussion

The fire department would like to purchase 12 new handheld radios. This will allow every firefighter access to a handheld radio on the fire ground and will be an asset as well as a needed safety precaution. The funds needed will be approx. \$7,000.00.

Approved By

Department Head
City Manager

P. Stasiak

Initial
BB

PJS

Date
11/05/2018

11-8-18

1651 N. York
P.O. Box 1613
Muskogee, OK 74402

DATE	ESTIMATE NO.
10/29/2018	1705

NAME / ADDRESS
Pittsburgh County Emergency Management 705 EOC Drive McAlester, Ok 74501

[illegible]

**MOTOROLA SOLUTIONS****Quote Number:** QU0000457761**Effective:** 30 OCT 2018**Effective To:** 29 DEC 2018**Bill-To:**

PITTSBURGH COUNTY EMERGENCY
MANAGEMENT
1210 N W ST
MCALESTER, OK 74501
United States

Ultimate Destination:

PITTSBURGH COUNTY EMERGENCY
MANAGEMENT
1210 N W ST
MCALESTER, OK 74501
United States

Attention:

Name: Lois Lupardus
Email: mcalester.pittscoem2@gmail.com
Phone: 918-423-5655

Sales Contact:

Name: Carl Wilson
Email: muskcomm@muskogeecomm.org
Phone: 9186873864

Contract Number: NASPO ValuePoint
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	12	AAH02JDH9VA1AN	XPR 3500E 136-174 5W LKP CFS WIF1	\$726.67	\$726.67	\$8,720.04
(Notes)McAlester FD						
1a	12	QA02306AB	ADD: VHF STUBBY ANTENNA (146-160)			
2	12	PMMN4071A	MICROPHONE,IMPRES RSM LARGE 3.5 JACK NC	\$96.80	\$70.66	\$847.92
(Notes)McAlester FD						

Total Quote in USD**\$9,567.96**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

PITTSBURG COUNTY CLERK
HOPE TRAMMELL

11/5/2018
2:17:51PM

Appropriation Ledger

Account FD-MCAL-2: MCALESTER FIRE DEPT M&O

Fiscal Year 2018-2019

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/2/2018	CARRYOVER BALANCE			\$132984.44	CARRYOVER FROM 2017-2018			132,984.44	0.00	132,984.44
	8/6/2018	TRANSFER			\$-28000.00	TRANSFER TO FD-MCAL-3			104,984.44	0.00	104,984.44
	8/6/2018	MONTHLY APPROPRIATION			\$6049.26	JULY 2018			111,033.70	0.00	111,033.70
	9/4/2018	MONTHLY APPROPRIATION			\$6177.33	AUGUST 2018			117,211.03	0.00	117,211.03
	10/1/2018	MONTHLY APPROPRIATION			\$5872.59	SEPTEMBER 2018			123,083.62	0.00	123,083.62
	10/1/2018	PENGUIN MANAGEMENT IN	002716	\$204.41					123,083.62	204.41	122,879.21
	10/1/2018	WILSON, JAMES D.	002717	\$950.00					123,083.62	1,154.41	121,929.21
	10/8/2018	PENGUIN MANAGEMENT IN	002716			\$204.41	10/18/2018	000324	122,879.21	950.00	121,929.21
	10/8/2018	WILSON, JAMES D.	002717			\$950.00	10/17/2018	000325	121,929.21	0.00	121,929.21
	10/8/2018	Range Totals:		\$1,154.41	\$0.00	\$1,154.41					

Year Total:

\$1,154.41

\$0.00

\$1,154.41

\$121,929.21

\$0.00

\$121,929.21

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

Page 1 of 1

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PITTSBURG COUNTY CLERK
HOPE TRAMMELL

11/5/2018
2:18:06PM

Appropriation Ledger

Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY

Fiscal Year 2018-2019

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/2/2018	CARRYOVER BALANCE			\$23722.48	CARRYOVER FROM 2017-2018			23,722.48	0.00	23,722.48
	8/6/2018	TRANSFER			\$28000.00	TRANSFER FROM FD-MCAL-2			51,722.48	0.00	51,722.48
	8/22/2018	CASCO INDUSTRIES	001509	\$42,182.00					51,722.48	42,182.00	9,540.48
	8/22/2018	Range Totals:		\$42,182.00	\$0.00	\$0.00					

Year Total: \$42,182.00

\$0.00

\$0.00

\$51,722.48

\$42,182.00

\$9,540.48

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



McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018 Item Number: 7

Department: Robert Vaughan,
Infrastructure Solutions

Prepared By: Group Account Code: _____

Date Prepared: November 5, 2018 Budgeted Amount: _____

Exhibits: 7

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 Replacement, 415 S. "A" 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 \$44,540.00 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the Canal Wall Replacement, 415 S. "A" and accept the project as completed.

Discussion

A Final Inspection was performed on October 30, 2018. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report. The warranty period of two years shall be in effect beginning on the effective date of completion (October 25, 2018).

Approved By

Initial

Date

Department Head

D.
Horinek

11/05/18

City Manager

P. Stasiak

PJS

11-8-18



**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

October 30, 2018

City of McAlester
Attn: David Horinek
28 E. Washington
McAlester, OK 74502

Re: Canal Wall Replacement; 415 S. "A" 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 October 25, 2018. During this time period, all work was completed on the project and a Final Inspection was performed on October 30, 2018. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report dated October 31, 2018.

Also enclosed for your records please find the following close-out documents:

1. Release of Claimants
2. Contractor's Certification and Guarantee

Record Drawings will be provided to you under separate cover.

We recommend payment of this Pay Estimate No. One (1) in the amount of \$44,540.00. We also recommend final acceptance of the referenced project, and the warranty period of one year shall be in effect beginning on the effective date of completion (October 25, 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
Project No. MC-18-13

Contractor's Application For Payment No. 1 Final

Application Period: 9/27/18 – 10/24/18		Application Date: 10/25/18	
To (Owner): City of McAlester	From (Contractor): Built Right Construction, LLC	Via (Engineer): Infrastructure Solutions Group, LLC	
Project: Canal Wall Replacement, 415 S. "A" Street	Contract:	Original (Days): 30	Revised (Days): Remaining (Days):
Owner's Contract No.: MC- 18-13	Contractor's Project No.: 18-1054	Engineer's Project No.: MC- 18-13	

APPLICATION FOR PAYMENT

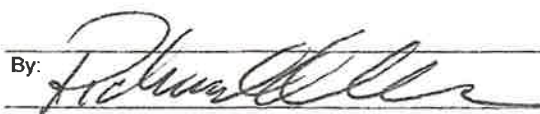
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

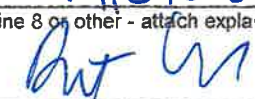
1. ORIGINAL CONTRACT PRICE.....	\$ 44,540.00
2. Net change by Change Orders.....	\$ 0.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ 44,540.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ _____
5. RETAINAGE:	
a. _____ % x \$ _____ Work Completed	\$ _____
b. _____ % x \$ _____ 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	\$ 44,540.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ 0.00

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.

By:  Date: 10/24/18

Payment of: \$ 44,540.00
(Line 8 or other - attach explanation of other amount)

is recommended by:  10/31/18
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract): Canal Wall Replacement, 415 S."A" Street				Application Number: 1				
Application Period: 9/27/18 - 10/24/18				Application Date: 10/24/18				
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	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	Remove and Replace approximately 60 LF concrete canal wall	\$44,540.00		\$44,540.00		\$44,540.00		0.00
Totals		\$44,450.00		\$44,540.00		\$44,540.00		0.00

RELEASE OF CLAIMANTS

Date: 10/24/18

Project: Canal Wall Replacement, 415 S. "A" Street

City of McAlester

Dear Sir:

I hereby acknowledge receipt of fourty-four thousand
five hundred forty
Dollars (\$ 44,540.00) in full payment of my contract dated 9-25-18,
for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both."

Sincerely,

Contractor: Built Right Construction, LLC

By: Richard Evans
(Signature)

Name: Richard Evans
(Print or Type)

Title: V.P. Business Operations
(Print or Type)

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 10/24/18

Project: canal wall Replacement, 415 S. "A" street

Owner: City of McAlester

Contractor: Built Right Construction, LLC

Richard Evans hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

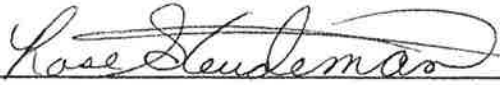
We also certify that all bills have been paid and upon receipt of \$ 44,540.00, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of two (2) years from the effective date of completion, 10/24/18.

By: 

Date: 10/24/18

Subscribed and sworn to before me this 26 day of October, 2018.


Notary Public

My Commission Expires: 03/09/2022





October 30, 2018

City of McAlester
Attn: David Horinek
28 E. Washington
McAlester, OK 74502

Re: Canal Wall Replacement, 415 S. "A" Street
City of McAlester
Certificate of Substantial Completion

Dear Mr. Horinek:

Enclosed please find three (3) copies of the Certificate of Substantial Completion for the above referenced project. Please sign all three (3) copies of the Certificate. Please mail one (1) copy to our office, one (1) copy to [CONTRACTOR] and retain the final copy for your records.

Thank you and if you have any questions, please feel free to call me at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.
Branch Manager

RV/ks

Enclosures

Project No. MC-18-13

Certificate of Substantial Completion

Project: Canal Wall Replacement 415 S. "A" Street	Owner: City of McAlester	Owner's Contract No.: MC-18-13
Contract:		Date of Contract:
Contractor: Built Right Construction, LLC		Engineer's Project No.: MC-18-13

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

10/24/18

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

Richard C. Allen
Accepted by Contractor

Date

10/31/18
10/24/18

Date

Accepted by Owner

Date



McAlester City Council

AGENDA REPORT

Meeting Date: November 13, 2018 Item Number: 8
Department: Finance
Prepared By: James Stanford Account Code: _____
Date Prepared: November 5, 2018 Budgeted Amount: _____
Exhibits: Multiple

Subject

Consider and act upon, awarding the bid in the amount of \$35,460.00, for Cat 6a Cabling, switches, and server racks for new Police Department (Federal Building).

Recommendation

Motion to approve the award of the bid to BizTel, 906 E. Wyandotte Ave, McAlester, OK 74501.

Discussion

The City sent out bid packages for Cat 6a cabling, switches, and server racks. On November 5, 2018, sealed bids were opened in the Council Chambers at City Hall. See bid tabulation sheet attached. After reviewing all the bids, Staff recommends that BizTel -being the low bidder- be awarded the bid.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

November 5, 2018

11-8-18

BID TABULATION SHEET

Cat 6cabling, Switches, Server Racks

Bid Opening

Monday, November 05, 2018, 10:00 A.M.

Bidder

Amount

WAV II

\$ 52,727.06

BizTel

\$ 35,460.00

Techsico

\$ 59,925.00



City Of McAlester
28 East Washington
McAlester, OK 74501

Bid Request

For

Cat 6a cabling, Switches, Server Racks

For

McAlester IT Department

The City of McAlester will be accepting sealed bids for Cat 6a cabling, Switches, Server Racks installation, for the McAlester IT Department at the Office of the City Clerk, 28 E. Washington, McAlester, Oklahoma, until 10:00 AM on November 5, 2018. At that time bids will be opened and read aloud by the City Clerk or her designated representative in the Council Chambers.

All bids will be considered and the lowest and/or best bid will then be presented to the City Council at the next regularly scheduled meeting for approval. The City of McAlester reserves the right to reject any and all bids and to waive any informality in any bid without penalty or prejudice.

Anyone interested in submitting a bid for this project may obtain a bid package from the Office of the City Clerk, 28 E. Washington, McAlester, Oklahoma or by phone at 423-9300 ext. 4956.

Attached are the specifications that the City feels meets the needs of our IT Department. Anyone wishing to submit a bid for a different configuration should submit their specifications for approval no later than 10 days prior to the bid opening. Anyone who has questions regarding this bid item should contact James Stanford, IT department, at 918-423-9300 ext. 2591.

All bids must be in a sealed package marked “ (1) -Cabling for McAlester IT Department”. Bids must be completed, submitted and signed in the full legal name of Bidder, and must be fully and properly executed by an authorized person.

Bids received after the time and date specified shall not be considered and shall be returned unopened.

No bid may be withdrawn for a period of thirty (30) days after the bid closing date.

Bid Specifications

Cat 6a cabling, Switches, Server Racks.

Bidder will be required to make appointment with IT department to tour and evaluate the facility prior to submitting bid package.

Scope:

All work shall be performed at the new police station, aka (Ferederal Building).

1. Installing Cat 6a network cabling from server room to designated locations
Per attached drawings.
2. Neatly Mark and Organize all cables.
3. Organize all cable runs within the ceiling with appropriate suspension hardware.
4. Install all end connectors, wall plates, wall boxes and cable covers as needed.
5. Install switches on each floor, wire accordingly.
6. Install server racks, patch panels, cable management in server room.
7. Server racks shall be stationary, bolted to floor, with appropriat grounding.
8. Location of all cable drops will be designated by room number. The location of
Wall plates will be determined on a room to room basis.
9. All switches shalll be interlinked by fibre line between building floors.
10. All cables shall terminate in server room, wired into patch panels.

NOTE: Room numbers are in blue, network drops in red, each wifi and projector unit requires one cable drop each.

Hardware:

- 3 ea 2 Leg, 45u, standard width server rack.
- 2 ea 4 Leg, 45u standard width server rack.
- 4 ea 48 port POE switch with wall mount kit.
- 1 ea 16 port POE switch with wall mounting kit.

All Cat 6a cable, connectors, wall plates, wall boxes, cable covers as needed, to be determined by Installer.

Intallation/Configuration:

Professional Services – Turn Key On-Site Installation.
Install all cabling, hardware as necessary.

Warranty: Installation and hardware will be guarenteed for a period of 1 year, (12 months)
UNLESS otherwise covered by manufactures equipment waranty.

Bid Sheet

Biz Tel Communications, LLC, submits the following bid for **Cat 6a**
Company Name

Cabling, Switches, Server Racks (Federal Building) on this 2nd day of November, 2018.

Thirty-Five Thousand Four Hundred Sixty Dollars \$ 35,460.00

and attest that this proposal for network virtualization, upgrade and high availability meet the specifications set out in this bid package and that the above bid includes all costs involved in the delivery of said network virtualization, upgrade and high availability.


Owner/Manager

NON-COLLUSIVE AFFIDAVIT

By submission of this bid or proposal, the bidder certifies that:

a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;

b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;

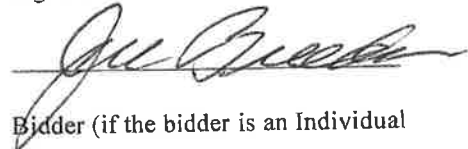
c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the City of McAlester;

d) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Joe Breeden, deposes and says that he is Owner Of BizTel Communications, LLC.
the party making the foregoing proposal or bid for IT-Cabling for McAlester IT Dept. (Project description), that such proposal or bid is genuine and not collusive and that all stats herein are true.

Signature:



Bidder (if the bidder is an Individual)

Partner (if the bidder is a Partnership)

Officer (if the bidders is a

Corporation)

Subscribed and sworn to before me this 2 day of November, 2018.
My commission expires: 08/12/21.



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA \

> SS:

PITTSBURG COUNTY /

Joe Breeden, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

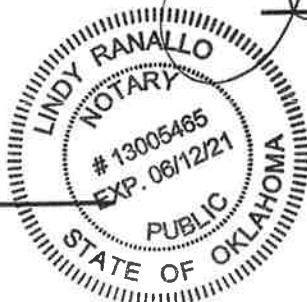
None

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

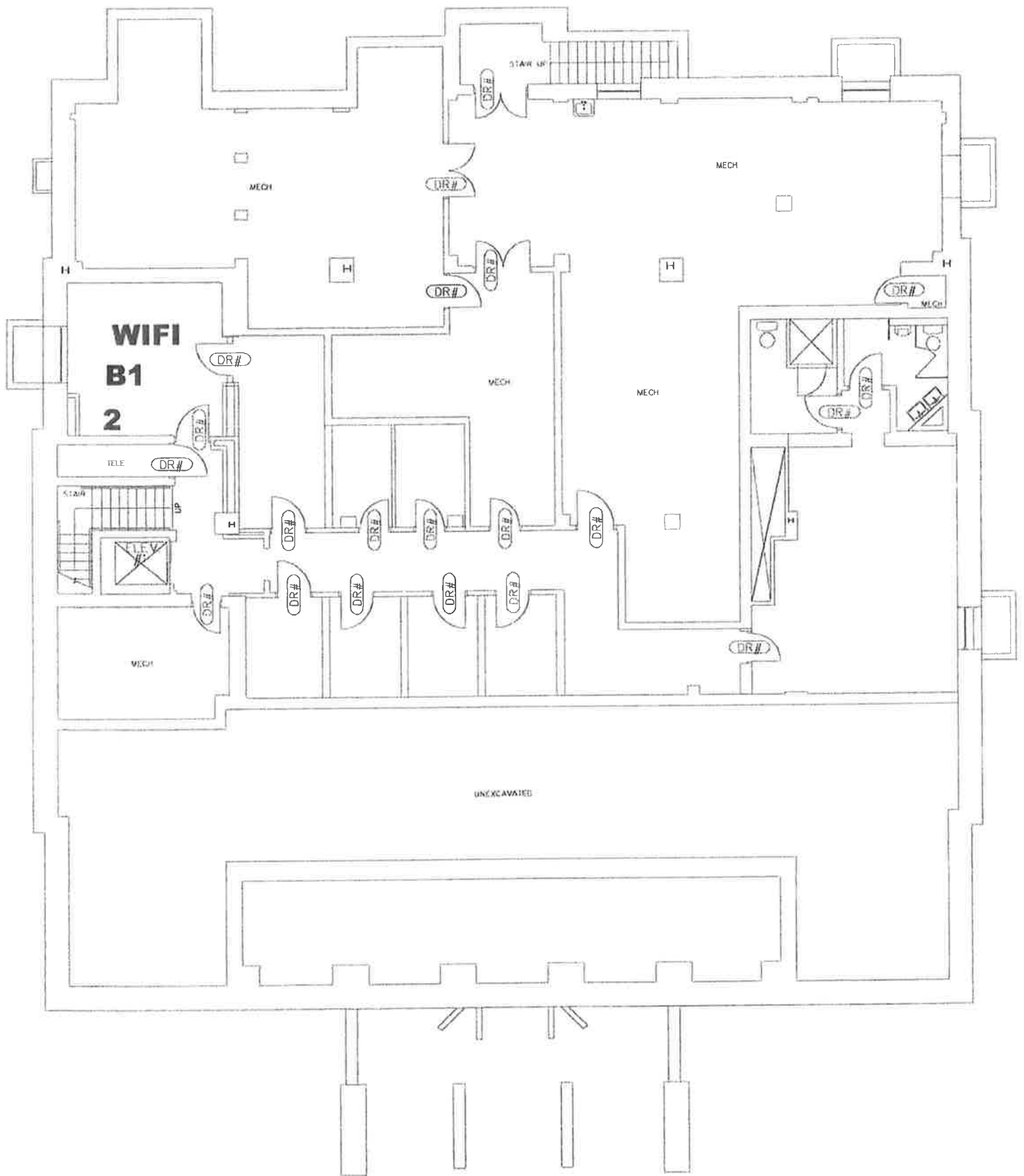
Subscribed and sworn to before me this 2nd, November day of 2018.

My commission expires:

06/12/21



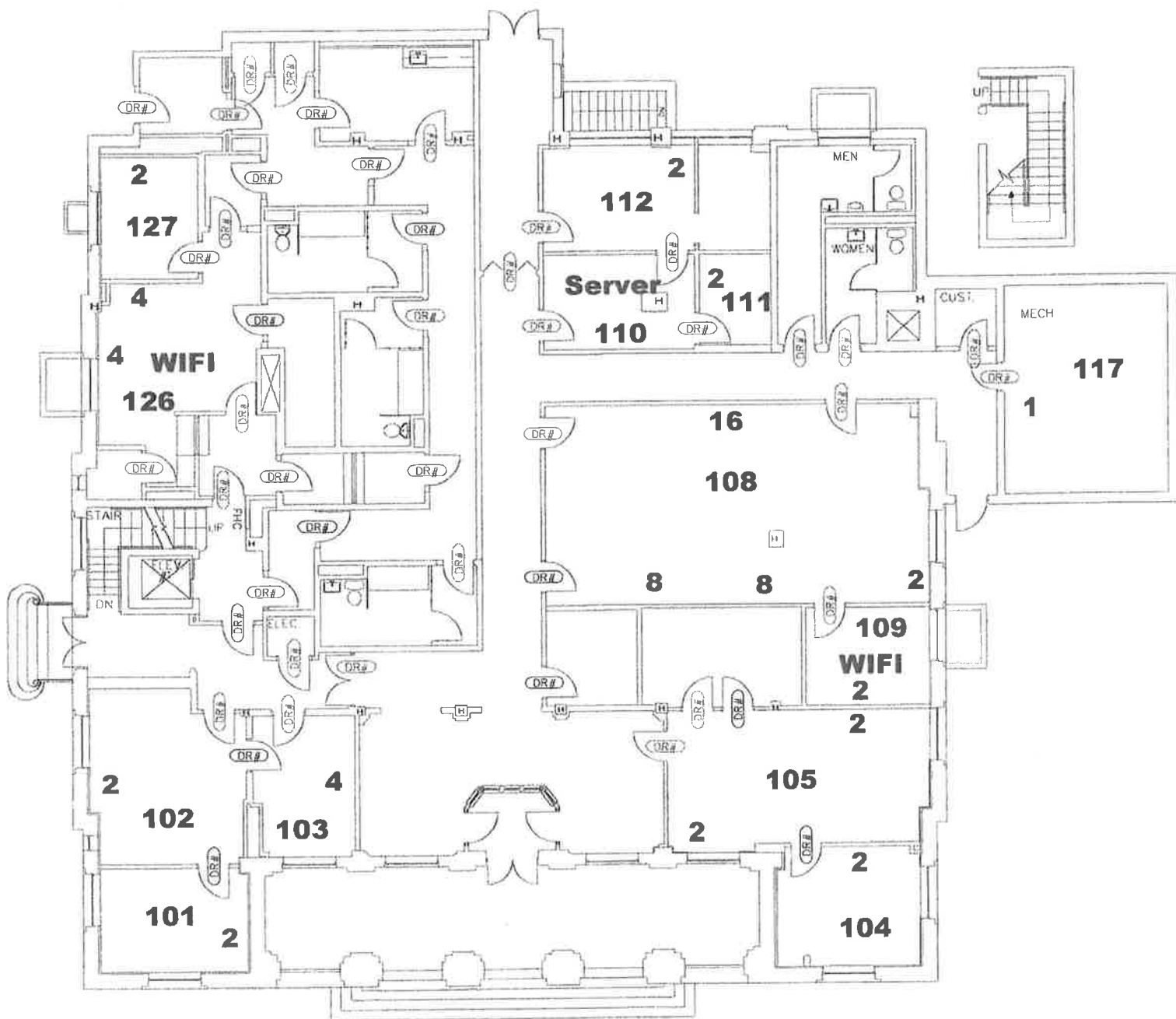
(Notary Public)



1-Switch
3-Drops

BASEMENT LEVEL ONE



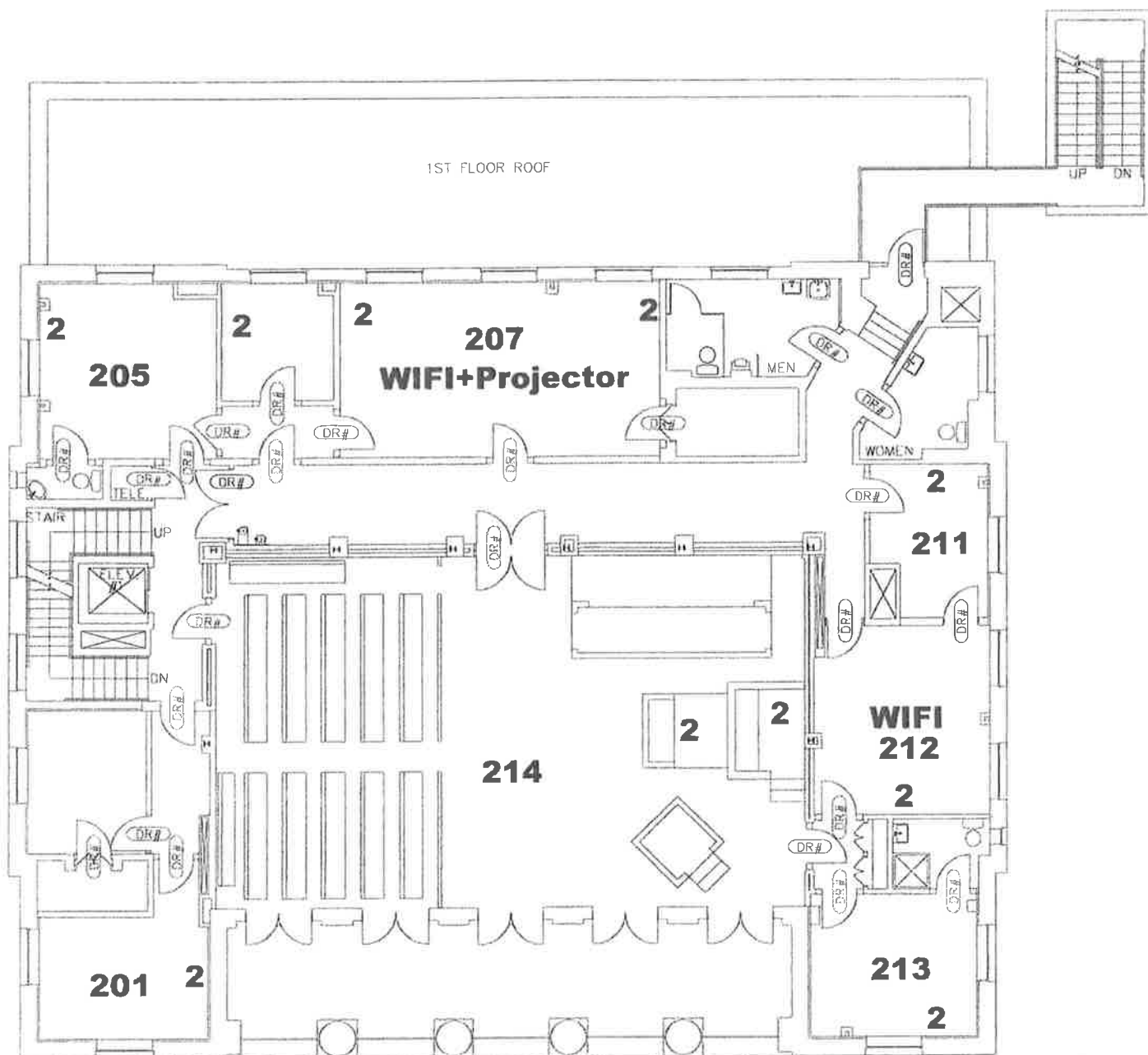


**2-Switches
65-drops**

FIRST FLOOR



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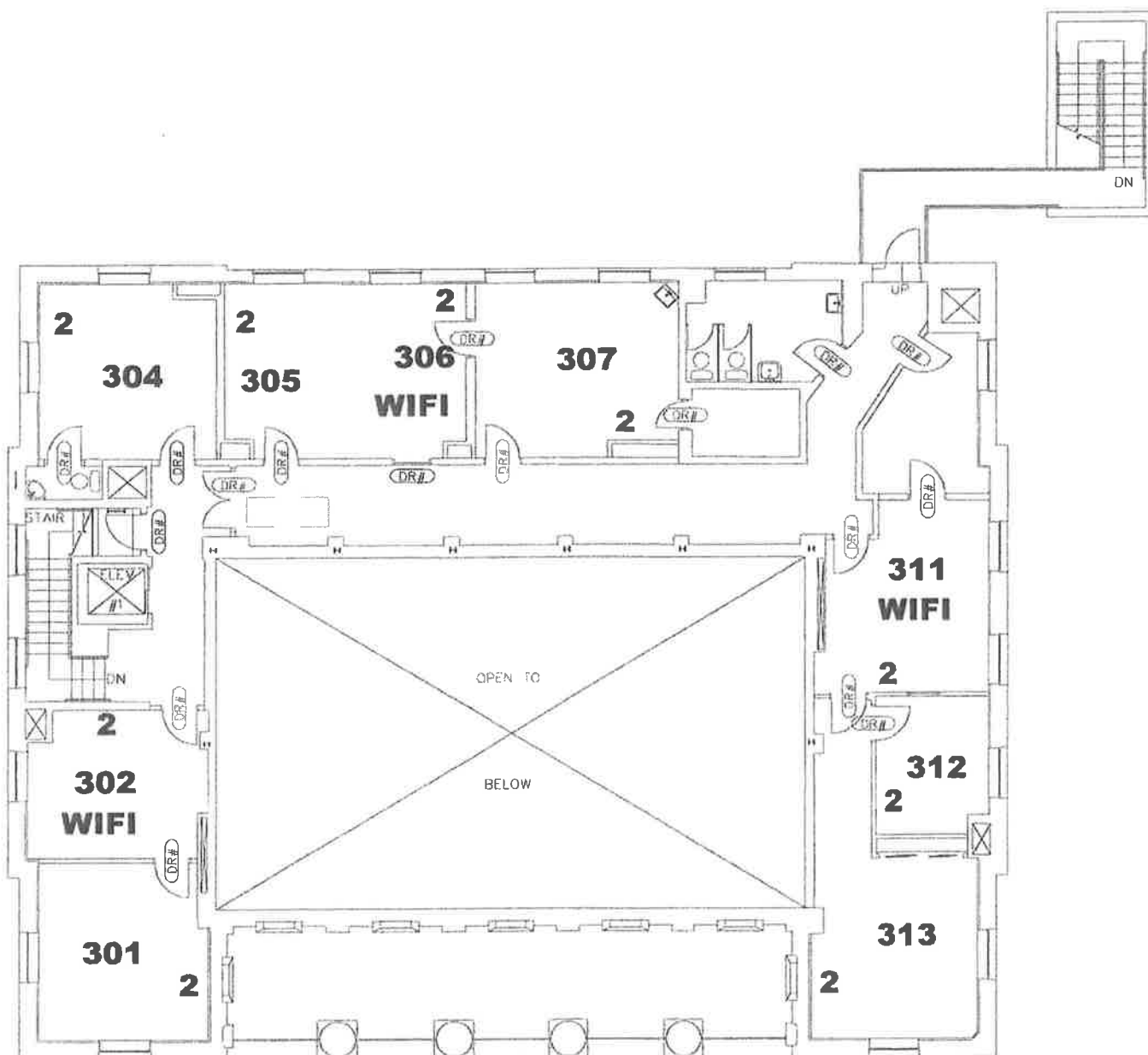


1-Switch
23-Drops

SECOND FLOOR



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**1-Switch
21-Drops**

THIRD FLOOR



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City Of McAlester
28 East Washington
McAlester, OK 74501

Bid Request

For

Cat 6a cabling, Switches, Server Racks

For

McAlester IT Department

The City of McAlester will be accepting sealed bids for Cat 6a cabling, Switches, Server Racks installation, for the McAlester IT Department at the Office of the City Clerk, 28 E. Washington, McAlester, Oklahoma, until 10:00 AM on November 5, 2018. At that time bids will be opened and read aloud by the City Clerk or her designated representative in the Council Chambers.

All bids will be considered and the lowest and/or best bid will then be presented to the City Council at the next regularly scheduled meeting for approval. The City of McAlester reserves the right to reject any and all bids and to waive any informality in any bid without penalty or prejudice.

Anyone interested in submitting a bid for this project may obtain a bid package from the Office of the City Clerk, 28 E. Washington, McAlester, Oklahoma or by phone at 423-9300 ext. 4956.

Attached are the specifications that the City feels meets the needs of our IT Department. Anyone wishing to submit a bid for a different configuration should submit their specifications for approval no later than 10 days prior to the bid opening. Anyone who has questions regarding this bid item should contact James Stanford, IT department, at 918-423-9300 ext. 2591.

All bids must be in a sealed package marked “ (1) -Cabling for McAlester IT Department”. Bids must be completed, submitted and signed in the full legal name of Bidder, and must be fully and properly executed by an authorized person.

Bids received after the time and date specified shall not be considered and shall be returned unopened.

No bid may be withdrawn for a period of thirty (30) days after the bid closing date.

Bid Specifications

Cat 6a cabling, Switches, Server Racks.

Bidder will be required to make appointment with IT department to tour and evaluate the facility prior to submitting bid package.

Scope:

All work shall be performed at the new police station, aka (Ferderal Building).

1. Installing Cat 6a network cabling from server room to designated locations
Per attached drawings.
2. Neatly Mark and Organize all cables.
3. Organize all cable runs within the ceiling with appropriate suspension hardware.
4. Install all end connectors, wall plates, wall boxes and cable covers as needed.
5. Install switches on each floor, wire accordingly.
6. Install server racks, patch panels, cable management in server room.
7. Server racks shall be stationary, bolted to floor, with appropriat grounding.
8. Location of all cable drops will be designated by room number. The location of Wall plates will be determined on a room to room basis.
9. All switches shall be interlinked by fibre line between building floors.
10. All cables shall terminate in server room, wired into patch panels.

NOTE: Room numbers are in blue, network drops in red, each wifi and projector unit requires one cable drop each.

Hardware:

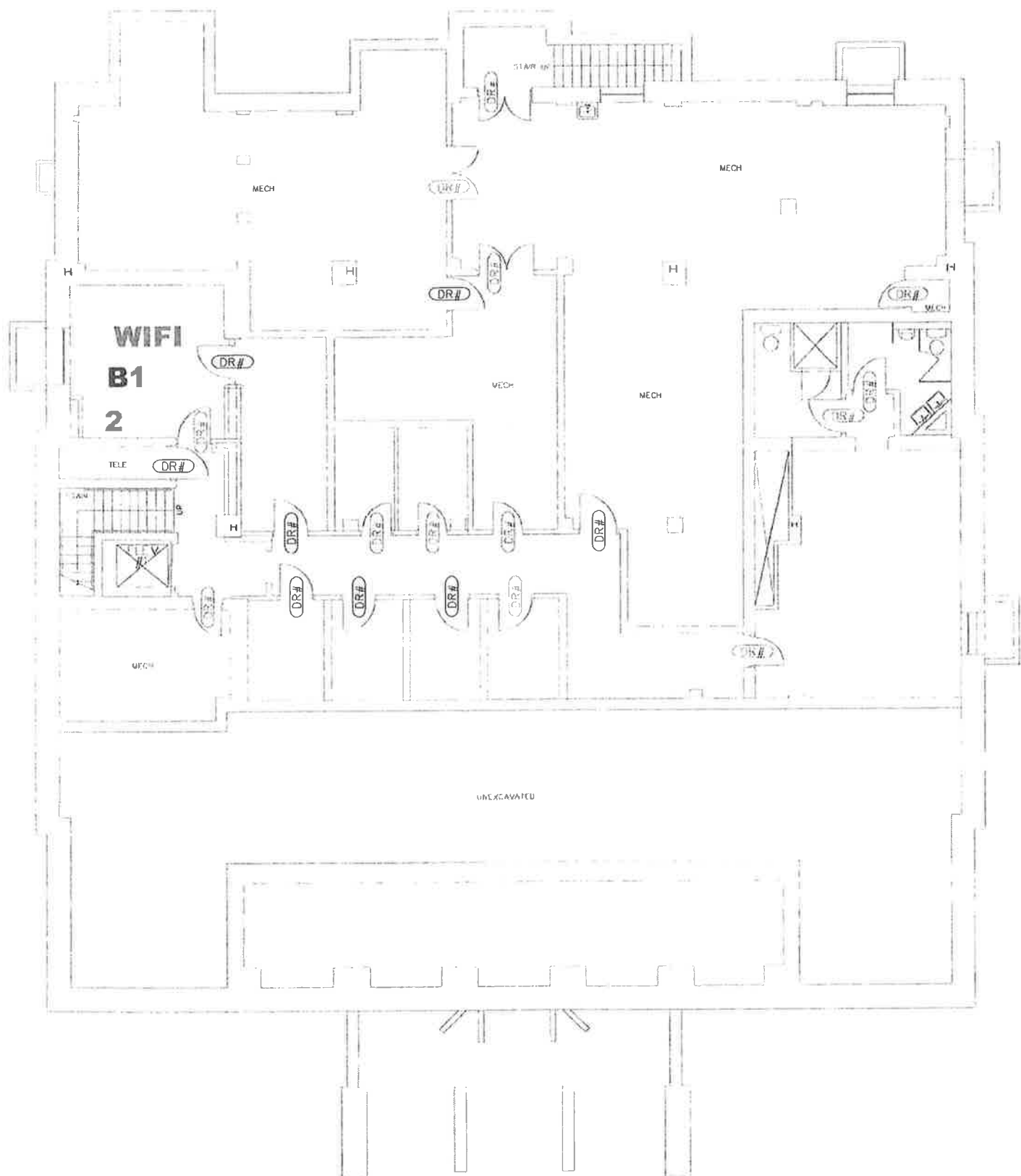
- 3 ea 2 Leg, 45u, standard width server rack.
- 2 ea 4 Leg, 45u standard width server rack.
- 4 ea 48 port POE switch with wall mount kit.
- 1 ea 16 port POE switch with wall mounting kit.

All Cat 6a cable, connectors, wall plates, wall boxes, cable covers as needed, to be determined by Installer.

Intallation/Configuration:

Professional Services – Turn Key On-Site Installation.
Install all cabling, hardware as necessary.

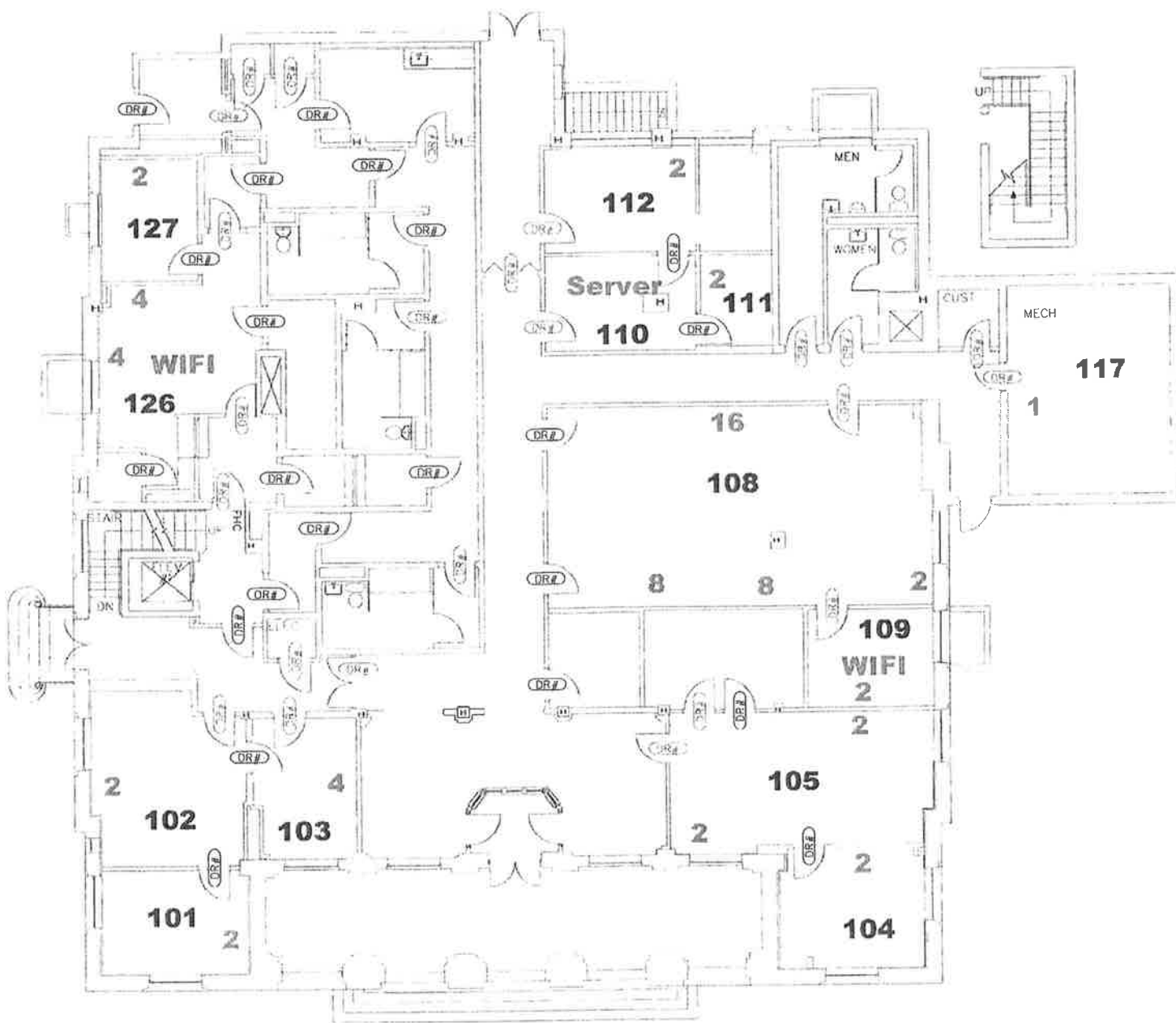
Warranty: Installation and hardware will be guarenteed for a period of 1 year, (12 months)
UNLESS otherwise covered by manufactures equipment waranty.



1-Switch
3-Drops

BASEMENT LEVEL ONE



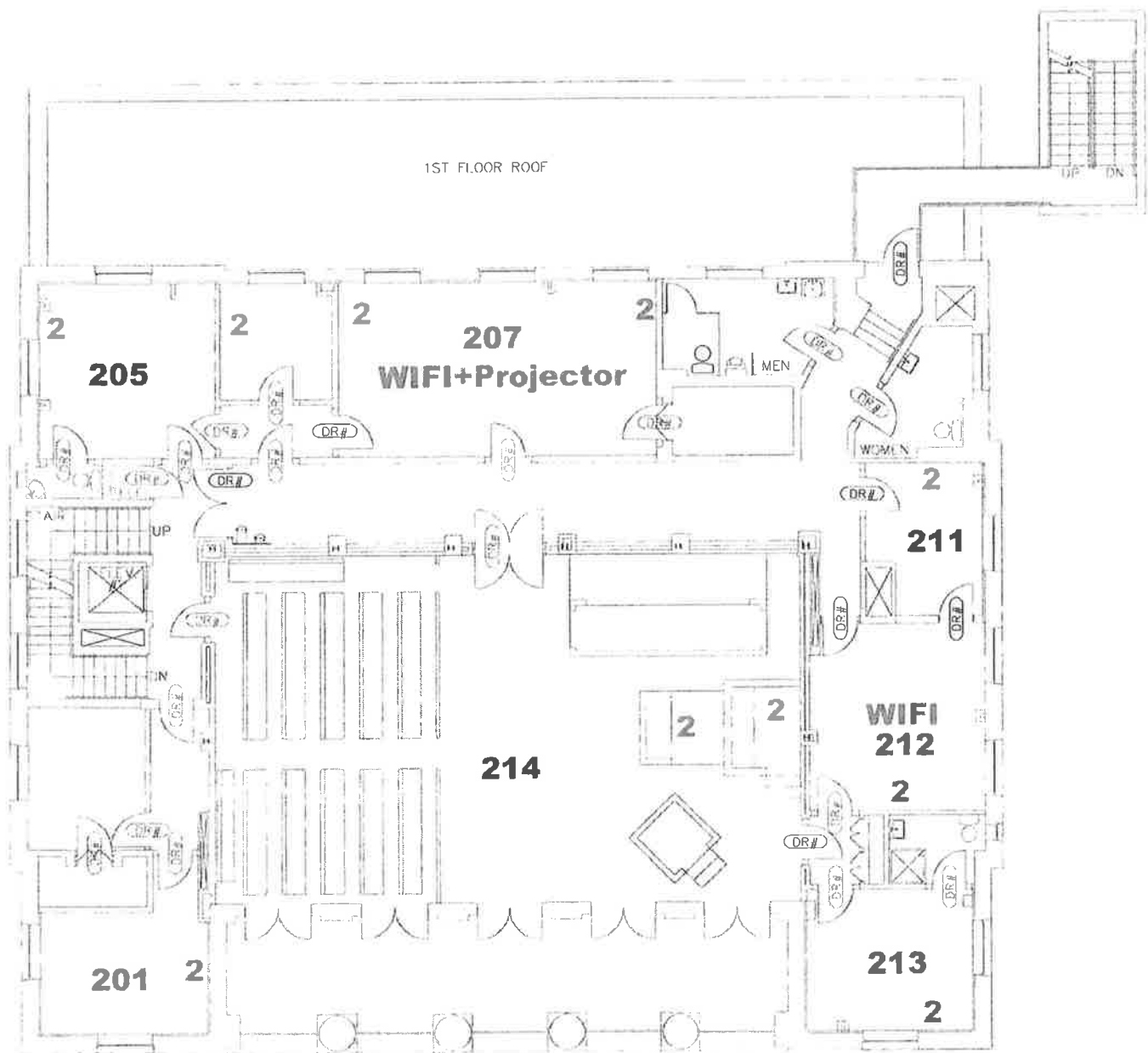


**2-Switches
65-drops**

FIRST FLOOR



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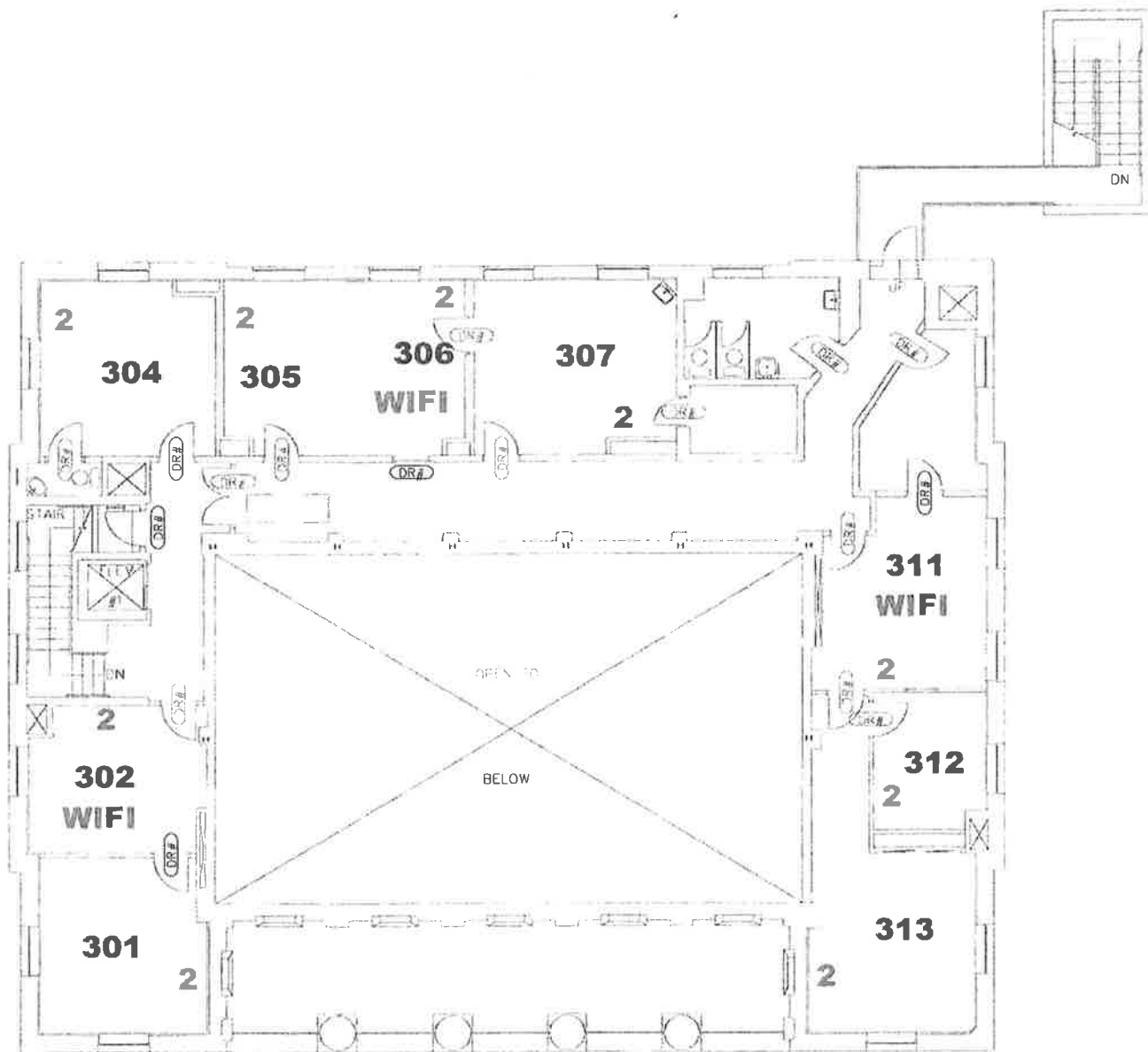
1-Switch
23-Drops

SECOND FLOOR



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1-Switch
21-Drops

THIRD FLOOR



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Bid Sheet

WAV II
Company Name, submits the following bid for **Cat 6a**

Cabling, Switches, Server Racks (Federal Building) on this 25 day of October, 2018.

Fifty two thousand seven hundred twenty seven + ⁰⁶/₁₀₀. (\$ 52,727.06)

and attest that this proposal for network virtualization, upgrade and high availability meet the specifications set out in this bid package and that the above bid includes all costs involved in the delivery of said network virtualization, upgrade and high availability.


Owner/Manager Kyle Spruce

WAV11

WAV11

SPIN # 143034490
460 South Main Street
McAlester, OK 74501 US
(918)420-9011
wav11@wav11.com
<http://www.wav11.com>

ADDRESS

City of McAlester
PO Box 578
McAlester, OK 74502

ESTIMATE 2818**DATE 10/24/2018**

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/24/2018	Level 1 - Basement (IDF)			
10/24/2018	Cat 6a Drop - Includes labor, jacks, plates, termination of jacks, and cost of cable - Labeled & Tested	3	200.00	600.00
10/24/2018	Chatsworth Wall Mount Rack	1	279.99	279.99
10/24/2018	Leviton 24P Cat6 Patch Panel	1	200.00	200.00
10/24/2018	Chatsworth Horizontal Cable Manager	1	75.00	75.00
10/24/2018	Cat6 3ft Patch Cable	3	3.95	11.85
10/24/2018	Dell N1500 Series Switch - PoE+, 24x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC - 3 Year Pro Warranty	1	1,683.75	1,683.75
10/24/2018	1000VA UPS Battery Backup 2U	1	680.00	680.00
10/24/2018	Installation of hardware and connecting IDF to MDF with fiber. Fiber enclosures, cable, installation, termination and SFP's are included	1	1,500.00	1,500.00
10/24/2018	First Floor (MDF)			
10/24/2018	Cat 6a Drop - Includes labor, jacks, plates, termination of jacks, and cost of cable - Labeled & Tested	65	200.00	13,000.00
10/24/2018	Chatsworth 4 Post Rack	2	850.00	1,700.00
10/24/2018	Chatsworth 2 Post Rack	3	200.00	600.00
10/24/2018	Chatsworth Wall Support 2 Post	5	125.00	625.00
10/24/2018	Leviton 24P Cat6 Patch Panel	3	200.00	600.00
10/24/2018	Chatsworth Horizontal Cable Manager	3	75.00	225.00
10/24/2018	Chatsworth Vertical Cable Management	3	359.98	1,079.94
10/24/2018	Cat6 3ft Patch Cable	65	3.95	256.75
10/24/2018	Dell N1500 Series Switch - PoE+, 48x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC - 3 Year Pro Warranty	2	2,926.50	5,853.00
10/24/2018	Leviton Power Strip Rack 1U 20 Amp	2	160.00	320.00

Thank You For Your Business | Thank You For Your Business

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/24/2018	1500VA UPS Battery Backup 2U	2	820.00	1,640.00
10/24/2018	Installation of hardware.	1	1,500.00	1,500.00
10/24/2018	Second Floor (IDF)			
10/24/2018	Cat 6a Drop - Includes labor, jacks, plates, termination of jacks, and cost of cable - Labeled & Tested	23	200.00	4,600.00
10/24/2018	Chatsworth Wall Mount Rack	1	279.99	279.99
10/24/2018	Leviton 24P Cat6 Patch Panel	1	200.00	200.00
10/24/2018	Chatsworth Horizontal Cable Manager	1	75.00	75.00
10/24/2018	Cat6 3ft Patch Cable	23	3.95	90.85
10/24/2018	Dell N1500 Series Switch - PoE+, 48x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC - 3 Year Pro Warranty	1	2,926.50	2,926.50
10/24/2018	1000VA UPS Battery Backup 2U	1	680.00	680.00
10/24/2018	Installation of hardware and connecting IDF to MDF with fiber. Fiber enclosures, cable, installation, termination and SFP's are included	1	1,500.00	1,500.00
10/24/2018	Third Floor (IDF)			
10/24/2018	Cat 6a Drop - Includes labor, jacks, plates, termination of jacks, and cost of cable - Labeled & Tested	21	200.00	4,200.00
10/24/2018	Chatsworth Wall Mount Rack	1	279.99	279.99
10/24/2018	Leviton 24P Cat6 Patch Panel	1	200.00	200.00
10/24/2018	Chatsworth Horizontal Cable Manager	1	75.00	75.00
10/24/2018	Cat6 3ft Patch Cable	21	3.95	82.95
10/24/2018	Dell N1500 Series Switch - PoE+, 48x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC - 3 Year Pro Warranty	1	2,926.50	2,926.50
10/24/2018	1000VA UPS Battery Backup 2U	1	680.00	680.00
10/24/2018	Installation of hardware and connecting IDF to MDF with fiber. Fiber enclosures, cable, installation, termination and SFP's are included	1	1,500.00	1,500.00

Wiring Fed Building CAT6a Final

TOTAL \$52,727.06

Accepted By

Accepted Date

Bid Sheet

Techsico, submits the following bid for **Cat 6a**
Company Name

Cabling, Switches, Server Racks (Federal Building) on this 2 day of November 2018.

Fifty Nine Thousand Nine Hundred Twenty Five (\$ 59,925.00)

and attest that this proposal for network virtualization, upgrade and high availability meet the specifications set out in this bid package and that the above bid includes all costs involved in the delivery of said network virtualization, upgrade and high availability.


Owner/Manager

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA \

> SS:

PITTSBURG COUNTY /

Dale Smith, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with architect, engineer, or other party to the project is as follows:

NA

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NA

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NA

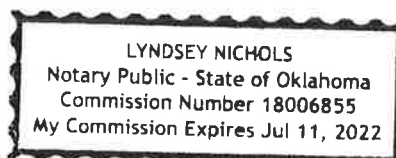
(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this 2nd Nov day of 2018.

Lyndsey Nichols
(Notary Public)

My commission expires:

7-11-22



NON-COLLUSIVE AFFIDAVIT

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the City of McAlester;
- d) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Dale Smith , deposes and says that he is Manager of TECHSICO
the party making the foregoing proposal or bid for McAlester IT (Project description), that such
proposal or bid is genuine and not collusive and that all stats herein are true.
Signature:

Bidder (if the bidder is an Individual)

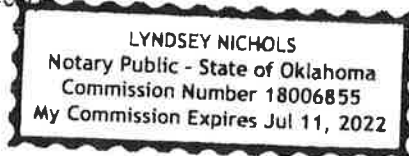
Partner (if the bidder is a Partnership)

Officer (if the bidders is a
Corporation)

Subscribed and sworn to before me this 2nd day of Nov, 2018.
My commission expires: 7-11-2022

Lyndsey Nichols
Notary Public

(Seal)



Council Chambers
Municipal Building
October 23, 2018

The McAlester Airport Authority met in Regular session on Tuesday October 23, 2018, at 6:00 P.M. after proper notice and agenda was posted October 22, 2018.

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

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

- Approval of the Minutes from the October 9, 2018, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending October 16, 2018. (*Toni Ervin, Assistant City Manager*) in the amount of \$2561.12.
- Confirm action taken on City Council Agenda Item 6, an Ordinance amending Ordinance No. 2626 which established the budget for fiscal year 2018-2019; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Assistant City Manager*)

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

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

Chairman Browne declared the motion carried.

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

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

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

The McAlester Public Works Authority met in Regular session on Tuesday October 23, 2018, at 6:00 P.M. after proper notice and agenda was posted October 22, 2018.

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

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

- Approval of the Minutes from the October 9, 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 October 16, 2018. (*Toni Ervin, Assistant City Manager*) in the amount of \$53,338.89.
- Confirm action taken on City Council Agenda Item 5, approval of an ordinance of the City of McAlester; authorizing the opening of a previously platted roadway known as an East Kiowa Ave extension, effective immediately, repealing all conflicting ordinances. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 6, an Ordinance amending Ordinance No. 2626 which established the budget for fiscal year 2018-2019; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Assistant City Manager*)

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

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

Chairman Browne declared the motion carried.

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

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

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary