# McAlester City Council

# NOTICE OF MEETING

## Regular Meeting Agenda

**Tuesday, May 14, 2019 – 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
**Maureen Harrison** ..... 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

Mayor Browne will be issuing a Proclamation in observance of Apraxia Awareness Day.

Mayor Browne will be recognizing Mr. J. Michael Miller for his community support and service.

## 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 April 9, 2019, Regular Meeting of the McAlester City Council. (*Cora Middleton, City Clerk)*

B. Approval of the Minutes from the April 11, 2019 Special Meeting of the McAlester City Council. (*Cora Middleton, City Clerk)*

C. Approval of the Minutes from the April 18, 2019 Special Meeting of the McAlester City Council. (*Cora Middleton, City Clerk)*

D. Approval of the Minutes from the April 23, 2019 Special Meeting of the McAlester City Council. (*Cora Middleton, City Clerk)*

E. Approval of Claims for April 17, 2019 through May 7, 2019. *(An-Chen Lai, Chief Finance Officer)*

F. Consider and act upon, ratification of Change Order #1 (One) to Sunrise Construction, LLC for 4 (four) additional concrete junction boxes on the Indiana Avenue Drainage Improvement Project in the amount of $17,600. *(Peter Stasiak, City Manager)*

G. Consider and act upon, authorizing the Mayor to sign an agreement with Precision Fireworks, LLC for the July 4th, 2019 fireworks display, to be held at the McAlester Expo Center on Thursday, July 4th, 2019 in the amount of $24,950.00. *(Billy Sumner, Expo Manager)*

H. **TABLED FROM THE APRIL 23RD, 2019 REGULAR MEETING;** Consider and act upon, a request for funding from Pittsburg County Child Advocacy Center in the amount of $4,500. *(Joe Brawley, Pittsburg Co. Child Advocacy Center)*

I. Consider and act upon, approving a contribution to the Pittsburg County Regional Expo Authority Board in the amount of $5,000.00 along with in-kind services amounting to $7,000.00. *(Stephanie Wilson, Pittsburg County Regional Expo Authority)*

J. Consider and act upon, authorizing the Mayor to sign the update to the Wholesale Water Purchase Contracts. *(An-chen Lai, Chief Financial Officer)*

K. Consider and act upon, authorizing the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2019. *(An-chen Lai, Chief Financial Officer)*

L. Consider and act upon, authorizing the Mayor to sign an agreement with "Feed the Need Foundation for Rural Oklahoma" (KEDDO) for funding of the City of McAlester's Title III Nutrition Centers. *(Mel Priddy, Community Services Director)*

M. Consider and act upon, indefinitely postponing the Tort Claim filed by Mariano Acuña on behalf of Karissa Folger. *(Cora Middleton, City Clerk)*

N. Consider and act upon, a Personal Services Agreement with Jim Grego for hay baling on the Steven Taylor Industrial Park and Hwy. 31 west of Indian Nation Turnpike in the amount of $925.00. *(Mel Priddy, Community Services Director)*

O. Consider and act upon, a request from McAlester Main Street for support in the amount of $30,000.00 for fiscal year 2019/2020. *(Christi John, President, McAlester Main Street)*

P. Concur with the Mayor's appointment of Judge James Bland to replace Justice Steven Taylor on the McAlester Regional Health Center Authority Board for a term to expire on February 28, 2025. *(John Browne, Mayor)*

Q. Accept and place on file the Pride in McAlester Quarterly Performance Report for January through March, 2019. *(Megan Waters, Executive Director)*

R. Accept and place on file the Oklahomans for Independent Living Quarterly Reports for the months of July through September, and October through December, 2018. *(Pam Pulchny, Executive Director)*

S. Consider and act upon, authorizing the Mayor to sign an Agreement between the City of McAlester and Ronald W. Polk to lease City owned lot at McAlester Lake. *(Cora Middleton, City Clerk)*

## ITEMS REMOVED FROM CONSENT AGENDA

## PUBLIC HEARING

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

**A PUBLIC HEARING ON THE PROPOSED BUDGET FOR FY 2019/2020 FOR THE CITY OF MCALESTER.**

**AN ORDINANCE RELATING TO THE EXERCISE OF CERTAIN CONSTITUTIONAL POWERS, APPROVING AND ADOPTING THE MCALESTER DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN; IDENTIFYING AND ESTABLISHING A NEW INCREMENT DISTRICT IDENTIFIED AS INCREMENT DISTRICT NUMBER TWO (2), CITY OF MCALESTER; DESIGNATING AND ADOPTING THE PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; DESIGNATING AND AUTHORIZING THE CITY OF MCALESTER, THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY THE ENTITIES TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; DECLARING APPORTIONED FUNDS TO BE FUNDS OF THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY OR ALTERNATE PUBLIC ENTITY; AUTHORIZING THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY TO UTILIZE THE APPORTIONED INCREMENTS FOR REPAYMENT OF PROJECT COSTS; ESTABLISHING PLAN OBJECTIVES AND REVIEW AND IMPLEMENTATION PROCEDURES; AUTHORIZING THE USE OF SALES, USE, AND AD VALOREM TAX INCREMENT REVENUES, AND OTHER AVAILABLE RESOURCES FOR THE PAYMENT OF PROJECT COSTS; PROVIDING THAT ADJUSTMENTS TO CERTAIN PROJECT COSTS DO NOT REQUIRE A PLAN AMENDMENT; PROVIDING FOR THE ESTABLISHMENT OF A TAX INCREMENT FOR THE INCREMENT DISTRICT; ESTABLISHING A PROJECT BUDGET FOR THE INCREMENT DISTRICT; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE MCALESTER DOWNTOWN AREA REINVESTMENT REVIEW COMMITTEE AND THE MCALESTER PLANNING COMMISSION; AND PROVIDING FOR SEVERABILITY.**

## SCHEDULED BUSINESS

1. Presentation of the McAlester Regional Health Center 3rd Quarter Update. *(David Keith, McAlester Regional Health Center)*

Executive Summary
Presentation.

2. AN ORDINANCE RELATING TO THE EXERCISE OF CERTAIN CONSTITUTIONAL POWERS, APPROVING AND ADOPTING THE MCALESTER DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN; IDENTIFYING AND ESTABLISHING A NEW INCREMENT DISTRICT IDENTIFIED AS INCREMENT DISTRICT NUMBER TWO (2), CITY OF MCALESTER; DESIGNATING AND ADOPTING THE PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; DESIGNATING AND AUTHORIZING THE CITY OF MCALESTER, THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY THE ENTITIES TO

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Executive Summary
The attached ordinance has been reviewed by counsel and found to be in a proper legal form and ready for council consideration. Approval of an ordinance is necessary to adopt and begin implantation of the proposed Downtown TIF District for the City of McAlester, OK.

3. Consider and act upon, accepting the bid amount of $499,839.00 from Built Right Construction, LCC and authorizing the Mayor to sign the Notice of Award for the Choctaw Avenue Streetscape Project. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*

Executive Summary
Motion to authorize the expenditure.

4. Consider and act upon, approval and authorization for the Mayor to sign the Third Amendment to the Water System Operation and Maintenance Agreement with INFRAMARK, LLC (previously Severn Trent Environmental Services, Inc.) for implementation of the Second Five Year Term for operation and maintenance of the City of McAlester's water facilities. *(James Brown, Councilman Ward Four)*

Executive Summary
Staff recommends the approval and authorization for the Mayor to sign the Third Amendment to the Water System Operation and Maintenance Agreement with INFRAMARK, LLC (previously Severn Trent Environmental Services, Inc.).

5. Consider and act upon, authorizing the Mayor to sign the attached "Supplemental Agreement #2 and Explanation Memo" for additional labor and materials for the "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-19-FS construction contract with Interstate Highway Construction. *(Tyler McDonald, LBR Inc.)*

Executive Summary
Motion to approve and authorize the Mayor to sign the attached "Supplemental Agreement #2 and Explanation Memo" for additional labor and materials for the "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-19-FS construction contract with Interstate Highway Construction.

## 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 April 23, 2019, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item E, regarding claims ending May 7, 2019. *(An-chen Lai, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item K, authorization for the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2019. *(An-chen Lai, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 5, authorization for the Mayor to sign the attached "Supplemental Agreement #2 and Explanation Memo" for additional labor and materials for the "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-19-FS construction contract with Interstate Highway Construction. *(Tyler McDonald, LBR Inc.)*

ADJOURN MAA

## CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

*Majority of a Quorum required for approval*

- Approval of the Minutes from the April 23, 2019, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item E, regarding claims ending May 7, 2019. *(An-chen Lai, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item F, ratification of Change Order #1 (One) to Sunrise Construction, LLC for 4 (four) additional concrete junction boxes on the Indiana Avenue Drainage Improvement Project in the amount of $17,600. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item J, authorization for the Mayor to sign the update to the Wholesale Water Purchase Contracts. *(An-chen Lai, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item K, authorization for the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2019. *(An-chen Lai, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 3, acceptance of the bid amount of $499,839.00 from Built Right Construction, LCC and authorizing the Mayor to sign the Notice of Award for the Choctaw Avenue Streetscape Project. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*

- Confirm action taken on City Council Agenda Item 4, implementation of the Second Five Year Term of the Water System Operation and Maintenance Agreement with INFRAMARK, LLC (previously Severn Trent Environmental Services, Inc.) for operation and maintenance of the City of McAlester's water facilities. *(James Brown, Councilman Ward Four)*

ADJOURN MPWA

## MCALESTER ECONOMIC DEVELOPMENT AUTHORITY

*Majority of a Quorum required for approval*

- Approval of the Minutes from the October 23, 2018, Special Meeting of the McAlester Economic Development Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 2, an Ordinance of the City of McAlester relating to the exercise of certain constitutional powers in regards to the McAlester Downtown Economic Development Project Plan and the establishment and administration of a Tax Increment Finance District. *(Joe Ervin, City Attorney)*

ADJOURN MEDA

## EXECUTIVE SESSION

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

- Proposed Executive Session pursuant to Title 25, Sec. 307 (B) (2), to discuss negotiations concerning employees and representatives of employee groups: IAFF
- Proposed executive session pursuant to Title 25, Sec. 307(B)(4) for Confidential communications between a public body and its attorney concerning pending investigations, claims, or actions, more particularly: the workers compensation Claim MCA-14998603.
- Consider and Act to convene in executive session pursuant to Title 25 O.S. § 307(B)(1) for confidential communications between a public body and its attorney to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee, more particularly City Manager, Peter Stasiak.

## RECONVENE INTO OPEN SESSION

*Take any action as a result from Executive Session.*

- Consider and act upon the proposed IAFF Contract.
- Consider and act regarding Workers Compensation Claim MCA-14998603.

## ADJOURNMENT

## CERTIFICATION

*I certify that this Notice of Meeting was posted on this _____ day of _____ 2019 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.*

_____

**Cora M. Middleton, City Clerk**

Council Chambers
Municipal Building
April 9, 2019

The McAlester City Council met in a Regular session on Tuesday, April 9, 2019, at 6:00 P.M. after proper notice and agenda was posted, April 5, 2019 at 4:30 P.M.

**Call to Order**

Mayor Browne called the meeting to order.

Pastor Bill Phillips, North McAlester Freewill Baptist Church gave the invocation and led the Pledge of Allegiance.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, Zach Prichard & John Browne
Absent: James Brown
Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager; Toni Ervin, Asst. City Manager; An-Chen Lai, CFO; Gary Wansick, Police Chief; Kirk Ridenour, Economic Development Director; Stephanie Giacomo, Grant Writer/Public Information Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Mayor Browne stated that the Council would be going in a different order than was on the agenda. He then read a letter that had been received from Ward 5 Council Elect Jeremy Thomas, as follows:

"Jeremy Thomas
212 E. Mill
McAlester, Oklahoma 74501

April 4,2019

Mayor John Browne
McAlester City Council
Pete Stasiak, City Manager
28 E. Washington
McAlester, Oklahoma 74501

Dear Mr. Mayor and Council,

After much thought and discussion with my family I have decided to decline to take office as the Fifth Ward Council Representative for McAlester. I ran for the position because I have lived in McAlester all of my life and I truly wanted to make a contribution to my hometown. I am humbled and very appreciative of the voters of Ward 5 who had confidence in me and I thank them for their votes.

I do not want to be a distraction from the important work that this Council has before it. I believe it is in the City's best interest that I not take office. I understand that this may mean that this Council must appoint someone to represent Ward 5 and for that position I recommend Billy Jack Boatright.

Thank you for your consideration and your public service to this community.

Sincerely,

Jeremy Thomas"

Mayor Browne explained the process that the Council would take to fill the vacancy and stated that at the Special Meeting on Thursday, April 11, 2019 the Council would declare a vacancy in the Fifth Ward Council seat.

**Scheduled Business**

1. Discussion and possible action concerning Oklahoma Statute 26, Section 105-A. *(William Ervin, City Attorney)*

2. Consider and act upon, the seating of a new council member for Ward 5. *(John Brown, Mayor)*

**Swearing-in Ceremony**
Judge Deborah Hackler will administer the Oath of Office to the Council Member

- Oath of Office – Council Member
  Ward 5 –

**Incoming Council – Council Remarks – Opportunity for Council Remarks**

- New Council Member takes Office

The above items were not considered or acted upon. No Councilman was sworn in.

**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.*

Thomas Ortiz, 206 E. Seminole Ave. addressed the Council concerning the operation of a "Green Business" within the City of McAlester. Mr. Ortiz asked how he could get permission to pick up yard waste.

Mayor Browne explained that since this was no an agenda item the Council could not discuss the matter with him. He advised Mr. Ortiz to schedule a meeting with Manager Stasiak and Director Clifton. He stated then if necessary the matter could be placed on a future agenda.

**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 March 12, 2019, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

B. Approval of Claims for March 20, 2019 through April 2, 2019. *(Toni Ervin, Assistant City Manager)* In the following amounts: General Fund - $81,529.50; Nutrition - $16,438.56; Tourism Fund - $11,495.77; SE Expo Center - $1,892.73; E-911 - $59,268.18; Economic Development - $6,060.50; Fleet Maintenance - $10,854.67; CIP Fund - $79,767.89; Technology Fund - $82.28; Stormwater Fund - $12,912.13 and Infrastructure Fund - $86,989.75.

C. Consider and act upon, a request from McAlester United for support and assistance in the construction of soccer fields to be located west of the Southeast Expo Center. *(Shawn McElvey/Jared Sutmiller, McAlester United)*

D. Consider and act upon, authorizing the Mayor to sign the Work Order for Professional Services with Infrastructure Solutions Group, LLC for engineering services for Washington Avenue 6th Street through 5th Street Phase II Improvements. *(Dale Burke, Infrastructure Solutions Group, LLC)*

Councilman Read requested that items "A and C" be removed for individual consideration.

A motion to approve the Consent Agenda items "B and D" was made by Councilman Smith. The motion was seconded by Vice-Mayor Stevens. There was no other discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

**Items Removed From Consent Agenda**

A. Approval of the Minutes from the March 12, 2019, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

Councilman Read commented that his attendance needed to be corrected to show he was present at the March 12, 2019 meeting and the vote approving the EMERGENCY CLAUSE on **ORDINANCE NO. 2647** was missing from the minutes and needed to be added.

There was no further discussion, and a motion to approve the Minutes from the March 12, 2019, Regular Meeting of the McAlester City Council, with the corrections as stated, was made by Councilman Read. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

C. Consider and act upon, a request from McAlester United for support and assistance in the construction of soccer fields to be located west of the Southeast Expo Center. *(Shawn McElvey/Jared Sutmiller, McAlester United)*

Councilman Read commented that he would like to here from a representative from McAlester United about their financing plans. He asked if there were any assurances that this project would not be walked away from.

Jared Sutmiller, President of McAlester United Soccer Club addressed the Council explaining that the rough grading on the first two (2) pads had been finished through fund raising and donations. He commented that the dozer that was being used had broke down and the County had been unable to help so far.

There was discussion concerning the amount of funds the Club had been able to raise, their plans on finishing the fields, the donation of pipe for the irrigation of the fields, when the expected to be using the fields, what the in-kind contribution consisted of, how long it would take to install the irrigation, if there would be enough fields, if the City had any areas that could be used for the Club's activities and bringing that information to the next Council meeting.

A motion was made to approve the request from McAlester United for support and assistance in the construction of soccer fields to be located west of the Southeast Expo Center by Vice-Mayor Stevens. The motion was seconded by Councilman Read.

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

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

Mayor Browne declared the motion carried.

A motion was made by Councilman Read and seconded by Vice-Mayor Stevens to open a Public Hearing to provide information about the Downtown Tax Increment Financing (TIF) District Project Plan and an ordinance creating a committee to aid in the advancement and development of economic development. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried and the Public Hearing was opened at 6:22 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.*

**PUBLIC HEARING TO PROVIDE INFORMATION AND ANSWER QUESTIONS PURSUANT TO 62 O.S. §859(B)(3), REGARDING THE PROPOSED ADOPTION OF A PROJECT PLAN AND CREATION OF A TAX INCREMENT FINANCING (TIF) DISTRICT TO BE LOCATED IN THE DOWNTOWN MAIN STREET AREA IN THE CITY OF MCALESTER.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, PROVIDING FOR THE CREATION OF THE LOCAL ECONOMIC ADVANCEMENT AND DEVELOPMENT COMMITTEE; PROVIDING FOR THE PURPOSE, AUTHORITY AND DUTIES OF SUCH COMMITTEE; PROVIDING FOR THE MEMBERSHIP, TERMS AND METHOD OF APPOINTMENT OF ITS GENERAL MEMBERSHIP AND ELECTION OF ITS CHAIRMAN, AND DECLARING AN EMERGENCY.**

Economic Development Director Ridenour address the Council explaining that this was the first of two (2) Public Hearings required to be held per State Statute 62 O.S. §859(B)(3). Director Ridenour explained that the committee had approved a plan and the Planning and Zoning Commission has reviewed and approved the plan. He described the project plan, the area and informed the Council that funding would come from a combination of Sales Tax, Use Tax and Ad Valorem Tax. He added that it was a twenty-five (25) year TIF and proposes to collect 100% of the increment. He stated that there would be no bonding and the cost was $30 million. Director Ridenour reviewed the breakdown of costs and distributed an Economic Impact Analysis for the TIF. He explained that there were no projects adopted up front and reviewed how the financing sources had been used. He then reviewed possible scenarios.

There were no comments from the audience or the Council regarding the either the TIF or the proposed ordinance, and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Prichard, and the vote was taken as follows:

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

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:34 P.M.

**Scheduled Business**

3. Public hearing to provide information and answer questions pursuant to 62 O.S. §859(B)(3), regarding the proposed adoption of a project plan and creation of a tax increment financing (TIF) district to be located in the Downtown Main Street Area, in the City of McAlester.

Mayor Browne commented that this had been done during the Public Hearing section of the meeting.

4. **POSTPONED FROM THE FEBRUARY 26TH MEETING:** Consider and act upon, an ordinance of the City Council of the City of McAlester, Oklahoma, providing for the creation of the Local Economic Advancement and Development Committee; providing for the purpose, authority and duties of such committee; providing for the membership, terms and method of appointment of its general membership and election of its chairman, and declaring an emergency. *(Zach Prichard, Councilman Ward 6)*

Executive Summary
Motion to act upon and approve the above ordinance for the creation of the Local Economic Advancement and Development Committee.

Councilman Prichard addressed the Council explaining this ordinance had been presented on a previous agenda and there had been discussion about tweaks to the ordinance. He commented that he had not been able to come up with any revisions. He then described the committee makeup, purpose and duties. He added that funds in the Economic Development Fund could be used to help local small businesses.

Mayor Browne commented that he had submitted a version of the committee and explained how he thought the committee should be constructed with two members at large and representatives from the following sectors: Finance, Education, Defense, Small Business, Industry, Medical and Chamber of Commerce. He added that the Mayor or other Council designee and the City Manager would serve as ex-officio, non-voting members.

Councilman Smith commented that the only difference he would make would be to have each sector submit names and have the Mayor nominate form those names and submit to the Council for approval.

There was discussion concerning the makeup of the committee, the advantages of having representatives from each sector of business or group, the advantages of having interested individuals serve on the committee, the difficulty of finding people to serve on committees and boards, leaving the ordinance as it is and creating more geographic diversity in the makeup of the committee.

**ORDINANCE NO. 2650**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, PROVIDING FOR THE CREATION OF THE LOCAL ECONOMIC**

**ADVANCEMENT AND DEVELOPMENT COMMITTEE; PROVIDING FOR THE PURPOSE, AUTHORITY AND DUTIES OF SUCH COMMITTEE; PROVIDING FOR THE MEMBERSHIP, TERMS AND METHOD OF APPOINTMENT OF ITS GENERAL MEMBERSHIP AND ELECTION OF ITS CHAIRMAN, AND DECLARING AN EMERGENCY.**

Councilman Smith moved to approve **ORDINANCE NO. 2650**, with nominations from Finance, Education, Defense, Small Business, Industry, Medical and Chamber of Commerce sectors submitting names and the Mayor nominating from those names and submitting to the Council for approval. The motion was seconded by Councilman Read. There was no further discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

Manager Stasiak commented that the City was grateful for additional help. He reminded the Council that the City funded half of the salary an employee with the Small Business Development Center that was housed at EOSC.

Councilman Read commented that he did not understand how this qualified for an emergency clause. Attorney Ervin stated that if you wanted it to go into immediate effect. He added that the Council could strike the emergency clause.

A motion to strike the Emergency Clause was made by Councilman Read and seconded by Councilman Smith.

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

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

Mayor Browne declared the motion carried.

5. Presentation and discussion of Fiscal year 2019/2020 Budget.
Executive Summary
Presentation.

Manager Stasiak commented that the City had received the numbers for the April Sales Tax and things continued to show improvement in the City. He stated that the City was currently 9.73% ahead of last year's Sales Tax collections. He then presented the preliminary Budget for Fiscal Year 2019/2020. He stated that he was presenting a balanced budget, which was a requirement by law and maintained a minimum reserve of 10% in the Emergency Fund. He thanked the staff for the work they have done putting this together.

He presented them with a six (6) year trend line that projected an increase of $140,000.00 over the 2018/2019 Budget. He explained what this increase could be attributed to. He reviewed the proposed Sales and Use Tax revenues, stating that the Sales tax revenue was budgeted at a 4% increase. He briefly reviewed the various department expenditures and commented that the Union negotiations were going well. He stated that this budget did include a 2% Cost of Living Adjustment.

Manager Stasiak reviewed the MPWA revenues and expenditures. He stated that the MPWA revenues increases were per the ordinance. He commented that the bulk of the MPWA expenditures were from garbage collections which were with Republic Services. He stated that the City would be coming to the Council at the next meeting with a recommendation for the Inframark contract. He then continued with a review of the outside entity support.

There was a brief discussion concerning the Nutrition Fund, who was served by the program, the number of seniors that were fed at the Stipe Center and the Kiowa Center.

Manager Stasiak commented on the Airport explaining that the runway was up and open. He added that Director Ridenour was looking at renting the CID building and a Data Center was considering the FAA building. He explained that the bond payments were subsidized because sales tax had not increased as projected but that number was decreasing because of the growth they had seen. He stated that Personnel and Benefits were remaining at the same levels. Health Insurance was being moved back to Blue Cross Blue Shield. They had come in with a 4% decrease and keeping coverage levels the same. He added that Blue Cross Blue Shield was also offering a $50,000.00 wellness program to the City.

Mayor Browne asked if the local hospital was in network. Manager Stasiak commented that the hospital was in network.

There was a brief discussion concerning the decrease in injuries and the Safety program that was being implemented with this Budget.

Manager Stasiak stated that the Budget increased the number of employees from 223 to 225. He informed the Council that the increases were for a full-time floater and a full-time Stormwater Engineer.

Vice-Mayor Stevens asked what the difference in cost between a full-time and a part-time Stormwater Engineer was. Manager Stasiak stated approximately $1200.00 per month.

There was a brief discussion concerning the number of employees including the Fire and Police departments.

Manager Stasiak reviewed the CIP, Stormwater and Infrastructure project lists. He completed the presentation by informing the Council that it was intended to have a joint City Council and Audit & Finance Advisory Board workshop and public hearing in the future.

There was no action taken 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 there was a Special Meeting Thursday, April 11th at 5:30 P.M. for the CIP public hearing and the Council vacancy. He stated that the City was looking at redoing the website. He informed the Council that the City had received a $2,000.00 Safety Grant from OMAG and those funds would be used toward the purchase of a "Trench Box".

**Remarks and Inquiries by City Council**

Councilman Smith thanked Pride in McAlester for the job they were doing during the "Spring Cleanup".

Councilman Prichard announced that there would be a second hearing for the Downtown Main Street Area TIF on April 23, 2019.

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

**Mayor's Comments and Committee Appointments**

Mayor Browne reminded the Council of the mandatory "Ethics Training" that was required of all City employees, he asked the Council to complete the City Manager's evaluation and turn them in to him and he commented on an incident that had occurred at a City park and stated that the responding officers had handled the situation very well.

Recess Council Meeting

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

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

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

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:34 P.M.

**Adjournment**

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

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

Mayor Browne declared the motion carried, and the meeting was adjourned at 7:35 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
April 11, 2019

The McAlester City Council met in a Special session on Thursday, April 11, 2019, at 5:30 P.M. after proper notice and agenda was posted, April 10, 2019 at 10:56 A.M.

**Call to Order**

Mayor Browne called the meeting to order.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, James Brown, Zach Prichard & John Browne
Absent: None
Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager; Toni Ervin, Asst. City Manager; An-Chen Lai, CFO; Stephanie Giacomo, Grant Writer/Public Information Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

A motion was made by Councilman Smith and seconded by Councilman Read to open a public hearing to receive comments and answer questions concerning the proposed 5 Year Capital Improvement Program for FY 2019/2020-2023/2024 for the City of McAlester. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried and the Public Hearing was opened at 5:31 P.M.

**Public Hearing**
*All persons interested in commenting on the Capital Program shall have an opportunity to be heard in accordance with Article 5, Section 5.12(a) of the City Charter.*

- A Public Hearing on the proposed 5 Year Capital Improvement Program for FY 2019/2020-2023/2024 for the City of McAlester.

Vice-Mayor Stevens asked if the Capital Improvement Program would be on the next regular Council meeting for consideration.

Manager Stasiak stated that it would be as required by the City Charter.

There were no other comments.

A motion to close the Public Hearing was made by Councilman Read and seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried, and the Public Hearing was closed at 5:32 P.M.

**Scheduled Business**

1. Consider and act, to declare a vacancy in the Ward 5 Council Seat on the McAlester City Council and to setting a deadline for acceptance of applications. *(Cora Middleton, City Clerk)*

Mayor Browne stated that the Council would accept resumes from interested individuals until 5:00 P.M., Thursday, April 18, 2019. He commented there would be a Special Meeting on Thursday, April 18, 2019 at 5:30 P.M., with an Executive Session, to interview the interested parties. He added that another Special Meeting would be scheduled for 5:30 P.M. on Tuesday, April 23, 2019 prior to the Regular Council meeting. He explained that the individual chosen at the April 18, 2019 Special Meeting would be sworn in during the April 23, 2019 Special Meeting, so they could participate in the Regular Meeting.

Councilman Read asked who the resumes should be turned into.

Mayor Browne commented they could be turned into the receptionist in the front window or to the City Clerk.

Councilman Smith asked how the notice would be sent out.

Mayor Browne stated that an announcement would be placed in the newspaper, on the City's website, on the City's Facebook page and on the radio.

Councilman Brown asked if the interviews would be conducted in open session.

Mayor Browne stated that the interviews would be conducted in an Executive Session.

A motion declaring a vacancy in the Ward 5 Council Seat on the McAlester City Council, accepting resumes until Thursday, April 18, 2019 at 5:00 P.M., calling a Special Meeting at 5:30 P.M. on Thursday, April 18, 2019 to conduct interviews and calling a Special Meeting at 5:30 P.M. on Tuesday, April 23, 2019 to swear in the newly appointed Council member was made by Councilman Prichard. The motion was seconded by Vice-Mayor Stevens.

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

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

Mayor Browne declared the motion carried.

**Adjournment**

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

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

Mayor Browne declared the motion carried, and the meeting was adjourned at 5:35 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
April 18, 2019

The McAlester City Council met in a Special session on Thursday, April 18, 2019, at 5:30 P.M. after proper notice and agenda was posted, April 16, 2019 at 11:50 A.M.

**Call to Order**

Mayor Browne called the meeting to order.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, James Brown, Zach Prichard & John Browne
Absent: None
Presiding: John Browne, Mayor

Staff Present: Cora Middleton, City Clerk

Mayor Browne welcomed and thanked all of the individuals that had submitted resumes for the vacancy in the Ward Five (5) Council seat. He explained that there had been seven (7) individuals, Brenda Calahan, Brandy Bedford, Brian Smith, Richard Brian Wilson, Billy Jack Boatright, Maureen Harrison and Lisa Byington, but Brandy Bedford had withdrawn due to unforeseen circumstances. He added that he would keep the copies of her resume incase she was able to show up. He then explained that each person would draw a number from one (1) to six (6) and that would be the order they would be interviewed in.

A motion to recess the Special Meeting for an Executive Session in accordance with Title 25, Section 307.A.1., to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee; more specifically to fill the vacancy of the Ward Five Council seat was made by Councilman Read and seconded by Councilman Brown. There was no discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried, and the Special Meeting was recessed at 5:34 P.M.

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

- Consider and act upon, an Executive Session in accordance with Title 25, Section 307 (A), 1. Discussing the employment, hiring, appointment, promotion, demotion,

disciplining or resignation of any individual salaried public officer or employee; more specifically to fill the vacancy of the Ward Five Council seat.

The Special Meeting was reconvened at 7:27 P.M. Mayor Browne reported that the Council had recessed the Special Meeting for an Executive Session in accordance with Title 25, Section 307.A.1., to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee; more specifically to fill the vacancy of the Ward Five Council seat. Only that matter was discussed, no action was taken, and the Council returned to open session at 7:27 P.M., and this constituted the Minutes of the Executive Session.

A motion to nominate Maureen Harrison as Ward Five Councilwoman was made by Councilman Prichard and seconded by Councilman Smith. There were no other nominations, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

**Adjournment**

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

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

Mayor Browne declared the motion carried, and the meeting was adjourned at 7:30 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
April 23, 2019

The McAlester City Council met in a Special session on Tuesday, April 23, 2019, at 5:30 P.M. after proper notice and agenda was posted, April 22, 2019 at 11:26 A.M.

**Call to Order**

Mayor Browne called the meeting to order.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, James Brown, Zach Prichard & John Browne
Absent: None
Presiding: John Browne, Mayor

Staff Present: Peter Stasiak, City Manager; Toni Ervin, Assistant City Manager; Kirk Ridenour, Economic Development Director; Jayme Clifton, Community Development Director; Stephanie Giacomo, Grant Writer/Public Information Officer; An-Chen Lai, CFO; Brett Brewer, Fire Chief; William J. Ervin, city Attorney and Cora Middleton, City Clerk

Audit & Finance Advisory Committee member present: Carl Gullick and Mike Kerns

**Swearing-In Ceremony**

Municipal Judge Deborah Hackler administered the Oath of Office to Maureen Harrison, newly appointed Ward Five Councilwoman.

The Mayor and Council members welcomed Ms. Harrison to the Council and congratulated her on the appointment.

**Incoming Council**

Councilwoman Harrison gave Honor to the Lord and Savior Jesus Christ for the opportunity to serve the City of McAlester and Ward Five. She acknowledged her family for their support and encouragement. She thanked the Mayor and Council for giving her the opportunity and she thanked the original candidates for running a clean campaign.

**Scheduled Business**

## WORKSHOP

1. Discussion of Fiscal Year 2019/2020 Budget.

Manager Stasiak stated that two (2) weeks ago the preliminary budget had been presented and had met all requirements including ten percent (10%) in Emergency Fund and all staff were present to answer any questions.

Mayor Browne commented that this Budget included a two percent (2%) COLA and that was something that the City had not been able to do regularly.

Manager Stasiak commented that last year the City had been able to give a three percent (3%) COLA but that was the first time in a few years. He recapped the presentation of the preliminary Budget highlighting that the Streets Department was budgeted at $1.136 million, Community Services at $1.448 million, Administration and Planning at $2.3 million, the Police was budgeted at a little under $4 million and the Fire was at $3.3 million. He added that water sales were projected with a $100,000. Increase, District water sales at a $20,000. Increase, sewer was projected to increase around $100,000. and garbage was remaining the same.

There was discussion concerning the number of structures that were demolished in the previous year, funding request from the Pittsburg County Child Advocacy, the Senior meal program, addressing the infrastructure needs and how the City would meet those needs.

Manager Stasiak informed the Council that staff had began working on calculating replacement cost.

There was further discussion concerning raising revenue and cutting costs, the number of vehicles in the City's fleet, the insurance on those vehicles, increasing rates, how important the role of increased employment in the City would be in the future and focusing on businesses in the community.

Carl Gullick, Audit & Finance Advisory Board President commented that the Board had found this budget to be very reasonable.

There was another brief discussion concerning the impact of the loss of Web Coat, the funding in the Street Department being for maintenance, the Stormwater Master Plan and its planned projects and if City employees or contractors would be used for those projects.

No action was taken on this item.

**Adjournment**

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

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

Mayor Browne declared the motion carried, and the meeting was adjourned at 5:56 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

# CLAIMS FROM

# April 17, 2019
# Thru
# May 07, 2019

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 01 GENERAL FUND

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-A00026 AT & T LONG DISTANCE | | | | | |
| | I-201904241941 | 01 -5215315 | TELEPHONE UTI MARCH 2019 AT&T LONG DISTANCE | 091485 | 73.78 |
| 01-A00202 ADT SECURITY SERVICES | | | | | |
| | I-701319948 | 01 -5542308 | CONTRACTED SE SECURITY ALARM | 091579 | 46.79 |
| 01-A00219 ADVANCED DATA PROCESSIN | | | | | |
| | I-INVADPI29128 | 01 -5432308 | CONTRACTED SE MARCH 2019 CONTRACT SVC | 091581 | 1,879.81 |
| 01-A00229 ADVANTAGE TRUCK AND AUT | | | | | |
| | I-57626 | 01 -5548203 | REPAIRS & MAI TOOL BOX FOR FAM-1 | 091582 | 672.00 |
| 01-A00267 AIRGAS, INC | | | | | |
| | I-9087583258 | 01 -5432202 | OPERATING SUP SUPPLIES AS NEEDED | 091583 | 92.83 |
| | I-9087781674 | 01 -5653213 | SAFETY EXPENS SQWINCHER/GOGGLES/LENS | 091583 | 909.20 |
| | I-9087923094 | 01 -5432202 | OPERATING SUP SUPPLIES AS NEEDED | 091583 | 41.02 |
| | I-9961698183 | 01 -5432202 | OPERATING SUP SUPPLIES AS NEEDED | 091583 | 606.10 |
| 01-A00280 ALERT-ALL CORP. | | | | | |
| | I-219040107 | 01 -5431329 | PROMOTIONAL PROMOTIONAL SUPPLIES | 091584 | 1,897.00 |
| 01-A00362 VYVE BROADBAND | | | | | |
| | I-201904241944 | 01 -5865328 | INTERNET SERV APRIL 2019-CENTRAL GARAGE | 091486 | 88.90 |
| | I-201904241944 | 01 -5547328 | INTERNET SERV APRIL 2019-OAK HILL CEMETERY | 091486 | 63.09 |
| | I-201905011954 | 01 -5320328 | INTERNET SERV DETECTIVE DIVISION MAY 2019 | 091551 | 89.95 |
| | I-201905011954 | 01 -5431328 | INTERNET SERV FIRE EMER RES COM MAY 2019 | 091551 | 62.95 |
| 01-A00485 AMERICAN DEMOLITION & S | | | | | |
| | I-8630 | 01 -5652319 | DEMOLITION 118 E.POLK ONLY | 091586 | 5,568.00 |
| 01-A00500 AMERICAN MUNICIPAL SERV | | | | | |
| | I-42057 | 01 -2105 | COLLECTION AG MARCH 2019 COLLECTION | 091587 | 11,298.80 |
| 01-A00751 ATWOODS | | | | | |
| | I-5000/9 | 01 -5865207 | CLOTHING ALLO BOOT ALLOW-STREETS | 091589 | 100.00 |
| 01-A00768 AT&T CORP DBA ACC BUSIN | | | | | |
| | I-191058997 | 01 -5551328 | INTERNET SERV INTERNET-FED BLDG APRIL 2019 | 091554 | 882.50 |
| 01-B00180 UNION IRON WORKS, INC. | | | | | |
| | I-S2137321.001 | 01 -5543203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091592 | 32.49 |
| 01-B00503 BROKEN ARROW ELECTRIC S | | | | | |
| | C-89836 | 01 -5548203 | REPAIRS & MAI UNAPPLIED CREDIT | 091596 | 71.47- |
| | C-90200 | 01 -5548203 | REPAIRS & MAI UNAPPLIED CREDIT | 091596 | 49.02- |
| | I-S2472685.001 | 01 -5548203 | REPAIRS & MAI HAL LAMP/FLOUR&FLR LAMPS | 091596 | 9.44 |
| | I-S2504714.001 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091596 | 59.28 |
| | I-S2504913.001 | 01 -5548203 | REPAIRS & MAI HAL LAMP/FLOUR&FLR LAMPS | 091596 | 291.85 |
| | I-S2504984.002 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091596 | 110.63 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-B00503 | BROKEN ARROW ELECTRIC S continued | | | | | |
| | | I-S2504984.004 | 01 -5548203 | REPAIRS & MAI HAL LAMP/FLOUR&FLR LAMPS | 091596 | 111.75 |
| | | I-S2508002.001 | 01 -5548203 | REPAIRS & MAI HAL LAMP/FLOUR&FLR LAMPS | 091596 | 23.44 |
| | | I-S2509180.001 | 01 -5548203 | REPAIRS & MAI HAL LAMP/FLOUR&FLR LAMPS | 091596 | 30.45 |
| | | I-S2509701.001 | 01 -5548203 | REPAIRS & MAI HAL LAMP/FLOUR&FLR LAMPS | 091596 | 22.74 |
| 01-C00100 | CLEET | | | | | |
| | | I-201905011959 | 01 -2100 | CLEET PAYABLE CLEET-APRIL 2019 | 091555 | 6,435.82 |
| 01-C00161 | CARDIAC SCIENCE CORP | | | | | |
| | | I-7354069 | 01 -5653213 | SAFETY EXPENS POWERHEART G3/CAB W/ALARM | 091598 | 4,260.00 |
| 01-C00195 | CARROT-TOP INDUSTRIES,I | | | | | |
| | | I-42324900 | 01 -5542316 | REPAIRS & MAI WIRE CORE HALYARD BOMB DI | 091599 | 92.82 |
| 01-C00245 | CATHEY & ASSOCIATES, L. | | | | | |
| | | I-46393 | 01 -5548316 | REPAIRS & MAI GARAGE DOOR REPAIRS | 091600 | 236.79 |
| 01-C00320 | CENTERPOINT ENERGY ARKL | | | | | |
| | | I-201905011957 | 01 -5215314 | GAS UTILITY 315 E KREBS-APRIL 2019 | 091556 | 57.39 |
| | | I-201905011957 | 01 -5215314 | GAS UTILITY FIRE EMER RESP COM 04/19 | 091556 | 426.55 |
| | | I-201905021966 | 01 -5215314 | GAS UTILITY 315 E KREBS-APRIL 2019 | 091564 | 28.48 |
| | | I-201905021966 | 01 -5215314 | GAS UTILITY FIRE EMER RESPON COMP 4/19 | 091564 | 426.55 |
| 01-C00667 | HESSEL HOLDING CO. dba | | | | | |
| | | I-1910371 | 01 -5865218 | STREET REPAIR 26" WET CUT CONCRETE BLAD | 091603 | 1,533.30 |
| 01-C00840 | CRAWFORD & ASSOCIATES P | | | | | |
| | | I-12379 | 01 -5215302 | CONSULTANTS INTERNAL AUDIT FY 19 | 091604 | 137.50 |
| 01-D00097 | DASH MEDICAL GLOVES, IN | | | | | |
| | | I-1149366 | 01 -5432202 | OPERATING SUP EXAM GLOVES | 091605 | 467.40 |
| | | I-INV1149864 | 01 -5653213 | SAFETY EXPENS BLK MAXX GLOVES-L | 091605 | 71.90 |
| | | I-INV1149864 | 01 -5653213 | SAFETY EXPENS BLK MAXX GLOVES-XL | 091605 | 143.80 |
| | | I-INV1149864 | 01 -5653213 | SAFETY EXPENS BLK MAXX GLOVES-XXL | 091605 | 71.90 |
| 01-E00024 | STANLEY RAY OWENS DBA E | | | | | |
| | | I-3771 | 01 -5542203 | REPAIRS & MAI BATHROOM SVS-ARCHERY PK | 091608 | 120.00 |
| 01-E00217 | EMSAR OF TEXAS | | | | | |
| | | I-64308 | 01 -5432316 | REPAIRS & MAI REPAIRS TO COTS | 091609 | 2,641.79 |
| 01-E00266 | ERVIN & ERVIN ATTORNEYS | | | | | |
| | | I-201905011952 | 01 -5214302 | CONSULTANTS MAY 2019 CONTRACTED LEGAL FEE | 091549 | 3,233.33 |
| 01-F00020 | FAITH MARKETING SOLUTIO | | | | | |
| | | I-0D14012398 | 01 -5321332 | COMMUNITY SER PENS/PENCILS | 091613 | 268.03 |
| | | I-0D14012416 | 01 -5321332 | COMMUNITY SER PENS/PENCILS | 091613 | 434.92 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 01 GENERAL FUND

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-F00037 FASTENAL | | | | | |
| | I-172604 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091614 | 24.78 |
| 01-F00038 FED EX | | | | | |
| | I-6-525-69959 | 01 -5653202 | OPERATING SUP SHIP 1095 C FORMS TO IRS | 091615 | 47.72 |
| 01-G00010 G C RENTAL CENTER, INC | | | | | |
| | I-57226 | 01 -5865218 | STREET REPAIR EQUIPMENT RENTAL | 091617 | 298.00 |
| | I-57241 | 01 -5865218 | STREET REPAIR EQUIPMENT RENTAL | 091617 | 80.00 |
| 01-H00075 HARRIS CONSTRUCTION SER | | | | | |
| | I-1678 | 01 -5652319 | DEMOLITION AWARDED DEMOS JAN 2019 | 091620 | 30,573.94 |
| | I-3311 | 01 -5652319 | DEMOLITION 2803 N. HICKORY/DEMO | 091620 | 1,999.99 |
| 01-I00049 IDEAL CLEANING | | | | | |
| | I-3128 | 01 -5548308 | CONTRACTED SE CLEAN-OTHER CITY BLD | 091621 | 1,000.00 |
| | I-3129 | 01 -5548308 | CONTRACTED SE CLEANING FED BLDG | 091621 | 2,000.00 |
| 01-I00120 TYLER TECHNOLOGIES | | | | | |
| | I-025-256930 | 01 -5213336 | FEES COURT MNTHLY FEE-MAY 2019 | 091622 | 200.00 |
| | I-025-256930 | 01 -5225349 | SOFTWARE MAIN IT MNTHLY FEE-MAY 2019 | 091622 | 220.50 |
| 01-I00196 INK TECHNOLOGIES PRINTE | | | | | |
| | I-1857299-IN | 01 -5653202 | OPERATING SUP 2 BROTHER TN-210/SHEILA | 091625 | 32.00 |
| | I-1860816 | 01 -5215202 | OPERATING SUP 2 HP 727 CYAN 130 ML | 091625 | 104.00 |
| | I-1860816 | 01 -5215202 | OPERATING SUP 2 HP 727 CYAN 130 ML | 091625 | 46.00 |
| 01-I00262 INVESTIGATIVE CONCEPTS, | | | | | |
| | I-1212128524 | 01 -5653348 | DRUG TESTING/ MISC BACKGROUND CKS | 091626 | 179.65 |
| 01-J00110 JACKIE BRANNON CORR. CT | | | | | |
| | I-2308 JBCC0419 CEM | 01 -5547308 | CONTRACTED SE CEMETERY 04/19 | 091627 | 405.00 |
| | I-7308-JBCC0419 CEM | 01 -5542308 | CONTRACTED SE PARKS 04/19 | 091627 | 405.00 |
| 01-K00226 CROWNOVER VETERINARY db | | | | | |
| | I-206974 | 01 -5321208 | CANINE UNIT S BOARDING FEES, ETC | 091635 | 36.00 |
| 01-L00067 COMPLIANCE RESOURCE GRO | | | | | |
| | I-51928 | 01 -5653348 | DRUG TESTING/ RANDOM DRUG TESTING | 091636 | 50.00 |
| | I-51929 | 01 -5653348 | DRUG TESTING/ RANDOM DRUG TESTING | 091636 | 50.00 |
| 01-L00164 LAW ENFORCEMENT PSYCHOL | | | | | |
| | I-2019202 | 01 -5321202 | OPERATING SUP MMPI TEST:ALENA ASHALINTU | 091638 | 120.00 |
| 01-L00380 LOCKE SUPPLY CO. | | | | | |
| | I-327036560-00 | 01 -5543203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091639 | 22.82 |
| | I-36941831-00 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091639 | 63.05 |
| | I-37053349-00 | 01 -5543203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091639 | 346.73 |
| | I-37069364-00 | 01 -5543203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091639 | 13.25 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-L00380 | LOCKE SUPPLY CO. continued | | | | | |
| | | I-37107494-00 | 01 -5543203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091639 | 31.02 |
| 01-L00428 | LOWE'S CREDIT SERVICES | | | | | |
| | | C-0080899 | 01 -5865218 | STREET REPAIR MISC REPAIR & MAINT ITEMS | 091640 | 16.87- |
| | | C-0083099 | 01 -5865218 | STREET REPAIR MISC REPAIR & MAINT ITEMS | 091640 | 55.40- |
| | | C-0089704 | 01 -5865218 | STREET REPAIR MISC REPAIR & MAINT ITEMS | 091640 | 0.36- |
| | | I-02058 | 01 -5865218 | STREET REPAIR MISC REPAIR & MAINT ITEMS | 091640 | 100.07 |
| | | I-02805 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091640 | 51.27 |
| | | I-06146 | 01 -5431202 | OPERATING SUP SUPPLIES AS NEEDED | 091640 | 39.40 |
| | | I-06200 | 01 -5431202 | OPERATING SUP SUPPLIES AS NEEDED | 091640 | 39.40 |
| | | I-06791 | 01 -5320202 | OPERATING EXP SUPPLIES AS NEEDED | 091640 | 68.32 |
| | | I-06808 | 01 -5544203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091640 | 189.91 |
| | | I-06930 | 01 -5544203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091640 | 47.49 |
| | | I-07567 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091641 | 37.88 |
| | | I-07913 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091641 | 13.56 |
| | | I-41789 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091641 | 71.19 |
| | | I-902063 | 01 -5865218 | STREET REPAIR 10 FT AIR HOSE & FUEL LIN | 091641 | 13.65 |
| | | I-906105 | 01 -5543203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091641 | 275.18 |
| | | I-9906706 | 01 -5544203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091641 | 75.01 |
| 01-M00280 | FUSION FORMERLY MEGAPAT | | | | | |
| | | I-201904241939 | 01 -5215315 | TELEPHONE UTI MAY 2019 LONG DISTANCE | 091488 | 422.36 |
| 01-M00480 | MILLER GLASS COMPANY, I | | | | | |
| | | I-21046 | 01 -5548316 | REPAIRS & MAI FED BLDG DOOR REPAIR | 091642 | 240.00 |
| 01-M00487 | MILLER OFFICE EQUIPMENT | | | | | |
| | | I-MOE118704 | 01 -5215312 | EQUIPMENT REN OVERAGE MARCH 2019 | 091643 | 194.35 |
| 01-M00570 | MCKESSON MEDICAL-SURGIC | | | | | |
| | | I-51594818 | 01 -5432202 | OPERATING SUP SUPPLIES AS NEEDED | 091644 | 1,041.34 |
| | | I-51785469 | 01 -5432202 | OPERATING SUP MEDICAL SUPPLIES | 091644 | 52.08 |
| | | I-52567986 | 01 -5432202 | OPERATING SUP MEDICAL SUPPLIES | 091644 | 332.63 |
| | | I-52777304 | 01 -5432202 | OPERATING SUP MEDICAL SUPPLIES | 091644 | 34.74 |
| | | I-53189192 | 01 -5432202 | OPERATING SUP MEDICAL SUPPLIES | 091644 | 203.61 |
| 01-M00578 | MRHC WELLNESS CENTER | | | | | |
| | | I-18-01553 | 01 -5653215 | AWARDS/NUC PR YRLY MEM DUE WELLNESS CNT | 091645 | 3,000.00 |
| 01-M00680 | MUNICIPAL CODE CORP. | | | | | |
| | | I-00326815 | 01 -5212339 | CODIFICATION CODE SUPPLEMENT OF ORDINA | 091647 | 5,259.11 |
| 01-M00715 | MUSKOGEE COMMUNICATIONS | | | | | |
| | | I-5467 | 01 -5321202 | OPERATING SUP REPLACE DUPLEX/REPEATER | 091648 | 2,724.00 |
| 01-MC0140 | MCALESTER PAINT & SUPPL | | | | | |
| | | I-00140973 | 01 -5543203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091650 | 50.55 |
| | | I-00140993 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091650 | 30.12 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 01 GENERAL FUND

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-MC0172 MCALESTER STRIPING & AS | | | | | |
| | I-#1 | 01 -5542316 | REPAIRS & MAI SEAL MIKE DEAK WALK TRACK | 091651 | 10,240.00 |
| 01-MC0200 MCALESTER SCOTTISH RITE | | | | | |
| | I-700652 | 01 -5548311 | PARKING RENTA PARKING LOT RENT 04/19 | 091652 | 485.00 |
| 01-N00060 NAT'L. FIRE PROTECTION | | | | | |
| | I-2843217 BTUCKER | 01 -5431330 | DUES & SUBSCR MEMBERSHIP RENEWAL | 091653 | 175.00 |
| 01-N00250 MCALESTER NEWS CAPITAL | | | | | |
| | I-300024863 | 01 -5542202 | OPERATING SUP HAYBAILING AD | 091654 | 50.92 |
| | I-300024872 | 01 -5212317 | ADVERTISING & FISCAL YR 2019/2020 | 091654 | 510.00 |
| | I-300024889 | 01 -5212317 | ADVERTISING & ORDER# 2650 | 091654 | 18.10 |
| | I-300025156 | 01 -5212317 | ADVERTISING & ORDER# 2650 | 091654 | 14.50 |
| | I-300025158 | 01 -5212317 | ADVERTISING & ORDER# 2650 | 091654 | 52.75 |
| | I-300025160 | 01 -5212317 | ADVERTISING & ORDER# 2650 | 091654 | 36.55 |
| 01-N00343 NORTHERN SAFETY CO INC | | | | | |
| | I-903431336/98107512 | 01 -5653213 | SAFETY EXPENS RUF FLEX GLOVES-XL | 091657 | 272.16 |
| | I-903431336/98107512 | 01 -5653213 | SAFETY EXPENS RUF FLEX GLOVES-XXL | 091657 | 272.16 |
| | I-903431336/98107512 | 01 -5653213 | SAFETY EXPENS SHIPPING & HANDLING | 091657 | 55.32 |
| 01-O00075 O'REILLY AUTO PARTS | | | | | |
| | I-0230-233399 | 01 -5548316 | REPAIRS & MAI REPLACE BATT TORNADO SIRE | 091660 | 1,430.94 |
| 01-O00219 OKLA BUREAU OF NARCOTIC | | | | | |
| | I-201905011960 | 01 -2103 | OBN PAYABLE ( OBN-APRIL 2019 | 091557 | 98.41 |
| 01-O00345 OKLA DEPT OF LABOR | | | | | |
| | I-190402E30077 | 01 -5548317 | ELEVATOR REPA ELEVATOR INSPEC LIBRARY | 091666 | 225.00 |
| 01-O00429 OUTDOOR MOVIES | | | | | |
| | I-19-2678 | 01 -5215250 | CONTINGENCY - REAR PROJEC SURFACE | 091667 | 1,699.01 |
| | I-19-2678 | 01 -5215250 | CONTINGENCY - SCREEN TIES | 091667 | 37.50 |
| 01-O00520 OIL-OK INDEPENDENT LIVI | | | | | |
| | I-043019-2015-2016 | 01 -5101355 | OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI | 091668 | 2,000.00 |
| 01-O00530 OML-OK MUNICIPAL LEAGUE | | | | | |
| | I-071444 | 01 -5653317 | ADVERTISING & MISC JOB POSTINGS | 091669 | 10.00 |
| 01-O00540 OMIA-OKLAHOMA MECHANICA | | | | | |
| | I-TS2019-#1422 | 01 -5652331 | EMPLOYEE TRAV MECH CODE SEMIN B TH | 091670 | 75.00 |
| 01-O00595 OSBI | | | | | |
| | I-201905011961 | 01 -2101 | AFIS PAYABLE AFIS FEES-APRIL 2019 | 091558 | 6,250.53 |
| | I-201905011961 | 01 -2102 | FORENSICS PAY FORENSIC FEES-APRIL 2019 | 091558 | 5,987.62 |
| 01-O00610 OTA PIKEPASS CENTER | | | | | |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-O00610 | OTA PIKEPASS CENTER continued | | | | | |
| | | I-20190300209 | 01 -5542331 | EMPLOYEE TRAV TOLL USAGE-TAG#2719243 | 091671 | 4.90 |
| 01-P00023 | P & K EQUIPMENT, INC | | | | | |
| | | I-3215266 | 01 -5542204 | SMALL TOOLS REPARI & MAINT ITEMS EQUI | 091674 | 85.40 |
| 01-P00242 | PETER STASIAK | | | | | |
| | | I-201905011953 | 01 -5210112 | VEHICLE ALLOW AUTO ALLOWANCE 05/01/19 | 091550 | 500.00 |
| | | I-201905011962 | 01 -5210331 | EMPLOYEE TRAV TOLL EXPENSE OKC-OPEN HOUSE | 091559 | 5.00 |
| | | I-201905011962 | 01 -5210331 | EMPLOYEE TRAV MILE REIMB OKC-OPEN HOUSE | 091559 | 170.52 |
| | | I-201905011963 | 01 -5210331 | EMPLOYEE TRAV OKC CROWE&DUNLEVY-TOLL EXP | 091559 | 5.00 |
| | | I-201905011963 | 01 -5210331 | EMPLOYEE TRAV OKC CROWE&DUNLEVY-MILE REIMB | 091559 | 151.96 |
| 01-P00451 | PURCHASE POWER / PITNEY | | | | | |
| | | I-POSTAGE02/27/19 | 01 -5215317 | POSTAGE POSTAGE FOR MACHINE | 091676 | 1,132.15 |
| 01-P00510 | PRO-KIL, INC | | | | | |
| | | I-178026 | 01 -5548316 | REPAIRS & MAI PEST CONTROL-FIRING RANGE | 091677 | 116.00 |
| | | I-2308 | 01 -5542308 | CONTRACTED SE PEST CONTROL-STIPE | 091677 | 126.00 |
| 01-P00560 | PSO/SOUTHWESTERN ELECTR | | | | | |
| | | I-201905011958 | 01 -5215313 | ELECTRIC UTIL 1699 E CARL ALBERT-APRIL 2019 | 091560 | 18.74 |
| 01-Q00007 | QFS, LLC | | | | | |
| | | I-10176 | 01 -5321202 | OPERATING SUP RECHARGE FIRE EXTINGUISHE | 091678 | 52.25 |
| | | I-10263 | 01 -5432316 | REPAIRS & MAI MISC REPAIRS AS NEEDED | 091678 | 152.00 |
| 01-Q00035 | QUILL OFFICE SUPPLIES, | | | | | |
| | | I-6725763 | 01 -5210202 | OPERATING SUP SPOONS | 091680 | 30.99 |
| | | I-6725763 | 01 -5210202 | OPERATING SUP FORKS | 091680 | 30.99 |
| | | I-6725763 | 01 -5431202 | OPERATING SUP COPY PAPER | 091680 | 159.95 |
| 01-S00013 | SAF-T-GLOVE INC | | | | | |
| | | I-897991-00 | 01 -5653213 | SAFETY EXPENS CLEAR ANTI FOG GOGGL | 091685 | 69.00 |
| | | I-897991-00 | 01 -5653213 | SAFETY EXPENS SPLASH GUARD GOGGLES | 091685 | 94.44 |
| | | I-897991-00 | 01 -5653213 | SAFETY EXPENS SHIPPING | 091685 | 20.13 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201905071984 | 01 -5215110 | PENSION - DEF MAY 2019 GENERAL | 091686 | 19,168.08 |
| 01-S00290 | THE SHERWIN WILLIAMS | | | | | |
| | | I-9943-6 | 01 -5865218 | STREET REPAIR PARTS FOR PAINT MACHINE | 091687 | 376.80 |
| 01-S00329 | SHRED-IT US JV LLC dba | | | | | |
| | | I-8127051423 | 01 -5212308 | CONTRACTED SE 03/21/19 SHRED | 091688 | 67.00 |
| 01-S00445 | PACKAGING SOLUTIONS, LL | | | | | |
| | | I-21910 | 01 -5210202 | OPERATING SUP 11X17 COPY PAPER | 091690 | 53.25 |
| | | I-21910 | 01 -5321202 | OPERATING SUP COPY PAPER | 091690 | 343.00 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 01 GENERAL FUND

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-S00643 SPECIAL OPS UNIFORMS, I | | | | | |
| | I-789103 | 01 -5321207 | CLOTHING ALLO OUTFIT 2 NEW HIRES | 091691 | 616.62 |
| | I-789103.1 | 01 -5321207 | CLOTHING ALLO NEW OFFICER EQUIPMENT | 091691 | 787.14 |
| 01-S00710 STANDARD MACHINE LLC | | | | | |
| | I-257266 | 01 -5431203 | REPAIRS & MAI SUPPLIES AS NEEDED | 091692 | 352.25 |
| 01-S00726 STAPLES BUSINESS ADVANT | | | | | |
| | I-3410434900 | 01 -5225202 | OPERATING SUP 4.92 USB/USB DP 4K VIDEO | 091693 | 101.68 |
| | I-3410434904 | 01 -5213202 | OPERATING SUP BIC ROUNDSTIC PENS 60CT | 091693 | 5.69 |
| | I-3410434905 | 01 -5213202 | OPERATING SUP DESK FOR KARLA'S OFFICE | 091693 | 218.99 |
| | I-3410434906 | 01 -5211202 | OPERATING SUP 35"W ADJ RISER,10' CABLE | 091693 | 199.99 |
| | I-3410946689 | 01 -5211202 | OPERATING SUP 35"W ADJ RISER,10' CABLE | 091693 | 7.69 |
| | I-3411502873 | 01 -5865202 | OPERATING SUP PRINTER FOR STREETS | 091693 | 199.99 |
| | I-3411502874 | 01 -5320202 | OPERATING EXP 16GB FLASH DRIVES-DET | 091693 | 59.85 |
| 01-U00181 USAPA | | | | | |
| | I-101113 | 01 -5542330 | DUES & SUBSCR ANNUAL MEMBERSHIP | 091701 | 20.00 |
| 01-W00040 WALMART COMMUNITY BRC | | | | | |
| | I-002597 | 01 -5544202 | OPERATING SUP CONCESSION SUPPLIES | 091703 | 111.44 |
| | I-01508 | 01 -5431202 | OPERATING SUP SUPPLIES AS NEEDED | 091703 | 40.51 |
| | I-01916 | 01 -5210202 | OPERATING SUP WATER | 091703 | 15.92 |
| | I-02020 | 01 -5431202 | OPERATING SUP SUPPLIES AS NEEDED | 091703 | 77.57 |
| | I-04946 | 01 -5431202 | OPERATING SUP SUPPLIES AS NEEDED | 091703 | 105.01 |
| | I-07765 | 01 -5431202 | OPERATING SUP SUPPLIES AS NEEDED | 091703 | 192.84 |
| | I-907605 | 01 -5321208 | CANINE UNIT S K9 SUPPLIES AS NEEDED | 091703 | 100.89 |
| | I-909692 | 01 -5431202 | OPERATING SUP SUPPLIES AS NEEDED | 091703 | 211.63 |
| 01-W00151 WAV11, LLC | | | | | |
| | I-9965 | 01 -5215330 | DUES & SUBSCR MAY 2019 EMAIL ACCESS | 091704 | 2,108.00 |
| 01-Z00003 ZUMA OFFICE SUPPLY | | | | | |
| | C-163556CR | 01 -5321202 | OPERATING SUP CREDIT MEMO-RETURN | 091708 | 10.00- |
| | I-164438 | 01 -5212202 | OPERATING SUP BINDER DIVIDERS | 091708 | 14.94 |
| | I-164438 | 01 -5321202 | OPERATING SUP OFFICE SUPPLIES | 091708 | 45.05 |
| | I-164438 | 01 -5321202 | OPERATING SUP BOX AA BATTERIES | 091708 | 8.49 |

FUND 01 GENERAL FUND TOTAL: 157,438.81

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 02 MPWA

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-A00267 AIRGAS, INC | | | | | |
| | I-9961698182 | 02 -5973203 | REPAIRS & MAI MNTHLY BOTTLE RENTAL | 091583 | 138.30 |
| 01-A00362 VYVE BROADBAND | | | | | |
| | I-201905011954 | 02 -5973328 | INTERNET SERV E. WASTE WATER PLANT 5/19 | 091551 | 73.54 |
| 01-A00423 ALLIED WASTE SERVICES O | | | | | |
| | I-375-000424946 | 02 -5866306 | CONTRACTED RE APRIL 2019 RESDENT TRASH SEV. | 091585 | 58,658.84 |
| | I-375-000424946 | 02 -5866306 | CONTRACTED RE APRIL 2019 COMMERCIAL SERV. | 091585 | 103,295.54 |
| | I-375-000424946 | 02 -5866306 | CONTRACTED RE BAD DEBT WRITE OFF | 091585 | 241.06- |
| 01-A00751 ATWOODS | | | | | |
| | C-4861/9 | 02 -5975207 | CLOTHING ALLO CREDIT | 091589 | 5.00- |
| | C-C37752/90 | 02 -5975207 | CLOTHING ALLO CREDIT | 091589 | 14.99- |
| | C-C55665/90 | 02 -5975207 | CLOTHING ALLO CREDIT | 091589 | 0.01- |
| | I-502819 | 02 -5973203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091589 | 373.45 |
| | I-50371/9 | 02 -5975207 | CLOTHING ALLO BOOT ALLOWANCE-UTM | 091589 | 100.00 |
| | I-E89886/9 | 02 -5975207 | CLOTHING ALLO BOOT ALLOWANCE-UTM | 091589 | 100.00 |
| | I-F01137/9 | 02 -5975207 | CLOTHING ALLO BOOT ALLOWANCE-UTM | 091589 | 100.00 |
| 01-A00768 AT&T CORP DBA ACC BUSIN | | | | | |
| | I-191020973 | 02 -5267315 | TELEPHONE UTI INTERNET CITY HALL APRIL 2019 | 091554 | 884.58 |
| 01-B00180 UNION IRON WORKS, INC. | | | | | |
| | I-S2139098.001 | 02 -5973203 | REPAIRS & MAI MISC REPAIR & MAINT | 091592 | 106.44 |
| 01-B00490 BRIGGS PRINTING | | | | | |
| | I-41819-2 | 02 -5975202 | OPERATING SUP NOTARY STAMP-S.COLBERT | 091594 | 35.64 |
| 01-B00491 BRENNTAG SOUTHWEST, INC | | | | | |
| | I-BSW090535 | 02 -5973206 | CHEMICALS WWT-EAST | 091595 | 1,069.58 |
| 01-C00320 CENTERPOINT ENERGY ARKL | | | | | |
| | I-201905011957 | 02 -5267314 | GAS UTILITY CENTRAL GARAGE-APRIL 2019 | 091556 | 177.99 |
| | I-201905021966 | 02 -5267314 | GAS UTILITY CENTRAL GARAGE-APRIL 2019 | 091564 | 177.99 |
| 01-D00158 DAVID T HARDGRAVE | | | | | |
| | I-04-1910 | 02 -5973302 | CONSULTANTS ( 03/19 PRETREATMENT CONSUL | 091606 | 1,800.00 |
| 01-E00238 ENVIRONMENTAL RESOURCE | | | | | |
| | I-49720 | 02 -5973304 | LAB TESTING MONTHLY TESTING FEE | 091610 | 460.00 |
| 01-F00037 FASTENAL | | | | | |
| | I-OKMCA172286 | 02 -5973203 | REPAIRS & MAI SUPPLIES FOR PLANTS | 091614 | 157.05 |
| 01-H00016 CORE & MAIN LP | | | | | |
| | I-K142192 | 02 -5975209 | UTILITY MAINT WATERLINE REPAIR ITEMS | 091619 | 714.00 |
| | I-K327006 | 02 -5975209 | UTILITY MAINT WATERLINE REPAIR ITEMS | 091619 | 232.70 |
| | I-K333839 | 02 -5975209 | UTILITY MAINT WATERLINE REPAIR ITEMS | 091619 | 665.40 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 02 MPWA

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-H00016 CORE & MAIN LP continued | | | | | |
| | I-K344791 | 02 -5975209 | UTILITY MAINT WATERLINE REPAIR ITEMS | 091619 | 1,587.80 |
| 01-I00120 TYLER TECHNOLOGIES | | | | | |
| | I-025-256930 | 02 -5216336 | MAILING FEES UB&C MNTHLY FEE-MAY 2019 | 091622 | 293.16 |
| 01-I00188 INFRASTRUCTURE SOLUTION | | | | | |
| | I-MC-19-02-04 | 02 -5871302 | CONSULTANTS OKIE LOCATES | 091624 | 3,038.06 |
| 01-I00196 INK TECHNOLOGIES PRINTE | | | | | |
| | I-1857299-IN | 02 -5871202 | OPERATING SUP 1 HP96 BK/2 HP97 COLOR-KE | 091625 | 18.75 |
| 01-J00435 JORDAN CARRIS AGENCY | | | | | |
| | I-5933 | 02 -5975202 | OPERATING SUP NOTARY BOND-S.COLBERT | 091631 | 30.00 |
| 01-L00428 LOWE'S CREDIT SERVICES | | | | | |
| | I-02240 | 02 -5975235 | WATER MAIN RE MISC REPAIR & MAINT ITEMS | 091640 | 19.32 |
| | I-02303 | 02 -5973203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091640 | 61.90 |
| | I-10500 | 02 -5973203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 091641 | 102.49 |
| | I-901642 | 02 -5975235 | WATER MAIN RE MISC REPAIR & MAINT ITEMS | 091641 | 56.83 |
| 01-O00067 OFFICEFURNITURE.COM | | | | | |
| | I-GL899143-BES | 02 -5267316 | REPAIRS & MAI FURNITURE-S COLBERT | 091658 | 1,002.00 |
| | I-GL899311-HIR | 02 -5975202 | OPERATING SUP 4 DRAWER LATERAL FILE CAB | 091658 | 1,434.00 |
| 01-O00075 O'REILLY AUTO PARTS | | | | | |
| | I-0230-233364 | 02 -5973203 | REPAIRS & MAI SUPPLIES FOR PLANTS | 091659 | 12.26 |
| | I-0230-236940 | 02 -5973203 | REPAIRS & MAI SUPPLIES FOR PLANTS | 091660 | 5.53 |
| 01-O00275 OKLA DEPT OF COMMERCE | | | | | |
| | I-051419-#8908 | 02 -5267521 | CDBG LOAN #89 CDBG - EDIF #8908 | 091664 | 1,145.83 |
| 01-R00600 RURAL WATER DISTRICT #1 | | | | | |
| | I-201905011955 | 02 -5267316 | REPAIRS & MAI LANDFILL APRIL 2019 | 091561 | 14.30 |
| 01-S00249 MORGAN STANLEY SMITH BA | | | | | |
| | I-201905071984 | 02 -5267110 | PENSION - DEF MAY 2019 MPWA | 091686 | 8,935.58 |
| 01-S00726 STAPLES BUSINESS ADVANT | | | | | |
| | C-3410434903 | 02 -5267202 | OPERATING SUP CREDIT-RETURN STAPLER | 091693 | 61.99- |
| | C-3410946683 | 02 -5267202 | OPERATING SUP CREDIT/RETURN | 091693 | 127.98- |
| | I-3410434904 | 02 -5216202 | OPERATING SUP BIC ROUNDSTIC PENS 60CT | 091693 | 5.69 |
| | I-3410434904 | 02 -5267202 | OPERATING SUP OFFICE SUPPLIES | 091693 | 175.25 |
| | I-3410434904 | 02 -5871202 | OPERATING SUP HP 727 130 ML CYAN-KEVIN | 091693 | 77.52 |
| | I-3411502872 | 02 -5975202 | OPERATING SUP PRINTER FOR UTM | 091693 | 199.99 |
| 01-T00052 TECHNICAL PROGRAMMING S | | | | | |
| | I-103616 | 02 -5216336 | MAILING FEES UB&C MAILING Z2 | 091695 | 923.99 |
| | I-103616 | 02 -5216317 | POSTAGE UB&C POSTAGE Z2 | 091695 | 1,395.03 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 02 MPWA

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-U00051 UTILITY SUPPLY CO., INC | | | | | |
| | I-125905 | 02 -5975209 | UTILITY MAINT WATER MAIN REPAIR | 091700 | 86.76 |
| | I-125907 | 02 -5975235 | WATER MAIN RE WATER MAIN REPAIR | 091700 | 120.04 |
| | I-126062 | 02 -5975230 | SEWER MAIN RE SEWER REPAIR ITEMS | 091700 | 28.70 |
| | I-126063 | 02 -5975235 | WATER MAIN RE WATER MAIN REPAIR | 091700 | 794.51 |
| | I-126396 | 02 -5975235 | WATER MAIN RE WATER MAIN REPAIR | 091700 | 81.00 |
| 01-V00072 VERIZON WIRELESS SERVIC | | | | | |
| | I-9828137126 | 02 -5216328 | INTERNET SERV MARCH 2019 INTER AMI BASE STAT | 091490 | 50.04 |
| 01-Z00003 ZUMA OFFICE SUPPLY | | | | | |
| | I-164438 | 02 -5267202 | OPERATING SUP REPORT COVERS | 091708 | 12.45 |
| | | | FUND 02 MPWA | TOTAL: | 190,578.79 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 03 AIRPORT AUTHORITY

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|---|
| 01-C00320 | CENTERPOINT ENERGY ARKL | | | | | | |
| | | I-201905011957 | 03 -5876314 | GAS UTILITY | AIRPORT-APRIL 2019 | 091556 | 438.57 |
| | | I-201905021966 | 03 -5876314 | GAS UTILITY | AIRPORT-APRIL 2019 | 091564 | 56.51 |
| 01-J00404 | JOHN OR LUCILLE WHETSEL | | | | | | |
| | | I-051419-LEASE PMT | 03 -5876501 | OUTER MARKER | AIRPORT OUTERMARKER LEASE | 091630 | 225.00 |
| 01-P00560 | PSO/SOUTHWESTERN ELECTR | | | | | | |
| | | I-201905011958 | 03 -5876313 | ELECTRIC UTIL | AIRPORT-APRIL 2019 | 091560 | 897.80 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | | |
| | | I-201905071984 | 03 -5876110 | PENSION-DEFIN | MAY 2019 AIRPORT | 091686 | 685.50 |
| | | | | FUND 03 | AIRPORT AUTHORITY | TOTAL: | 2,303.38 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 08 NUTRITION

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201905071984 | 08 -5549110 | PENSION-DEFIN MAY 2019 NUTRITION | 091686 | 754.00 |
| 01-S00580 | AT & T | | | | | |
| | | I-201904241940 | 08 -5549315 | TELEPHONE UTI APRIL 2019-NUTRITION | 091489 | 398.03 |
| | | | | FUND 08 NUTRITION | TOTAL: | 1,152.03 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 09 LANDFILL RES./SUB-TITLE D

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-T00342 | THE CAREL CORPORATION | | | | | |
| | | I-11573 | 09 -5864327 | SUB TITLE D E GROUNDWATER MONIT FEE | 091697 | 6,854.37 |
| | | | | FUND 09 LANDFILL RES./SUB-TITLE DTOTAL: | | 6,854.37 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 27 TOURISM FUND

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-A00362 VYVE BROADBAND | | | | | | |
| | I-201905011954 | 27 -5655328 | INTERNET SERV | TOURISM MAY 2019 | 091551 | 87.01 |
| 01-B00490 BRIGGS PRINTING | | | | | | |
| | I-PC-68215 | 27 -5655318 | PRINTING | PRINTING BROCHURES | 091594 | 101.00 |
| 01-C00149 CANON FINANCIAL SERVICE | | | | | | |
| | I-20010566 | 27 -5655318 | PRINTING | TOURISM MAY 2019 | 091487 | 71.00 |
| 01-C00636 COMMON ROOTS LLC | | | | | | |
| | I-14-11744 | 27 -5655214 | TOURISM EXPEN | DESIGN & PROMO FEES | 091601 | 85.00 |
| 01-MC0134 MCALESTER MAIN STREET | | | | | | |
| | I-043019-2015-2016 | 27 -5655353 | MAIN STREET P | CONTRACT- MCALESTER MAIN ST | 091649 | 1,250.00 |
| 01-O00137 OKLA TOURISM/RECREATION | | | | | | |
| | I-42-BC-1907 | 27 -5655214 | TOURISM EXPEN | TRAVELOK ROADSHOW FEES | 091662 | 175.00 |
| 01-O00610 OTA PIKEPASS CENTER | | | | | | |
| | I-20190300209TOURSIM | 27 -5655214 | TOURISM EXPEN | PIKEPASS FEE | 091672 | 8.80 |
| 01-P00450 PRIDE IN MCALESTER | | | | | | |
| | I-043019-2015-2016 | 27 -5655352 | MISC PRIDE IN | CONTRACT-PRIDE IN MCALESTER | 091675 | 2,500.00 |
| 01-S00249 MORGAN STANLEY SMITH BA | | | | | | |
| | I-201905071984 | 27 -5655110 | PENSION-DEFIN | MAY 2019 TOURISM | 091686 | 429.75 |
| 01-T00500 TRACY PARROTT, DBA PARR | | | | | | |
| | I-201904301951 | 27 -5655340 | OFFICE RENT | MAY 2019 OFFICE RENT | 000000 | 1,044.00 |
| 01-W00040 WALMART COMMUNITY BRC | | | | | | |
| | I-06510 | 27 -5655214 | TOURISM EXPEN | MISC OFFICE SUPPLIES | 091703 | 29.96 |
| | I-909799 | 27 -5655214 | TOURISM EXPEN | MISC OFFICE SUPPLIES | 091703 | 97.12 |
| 01-W00193 HTW ENTERPRISES INC dba | | | | | | |
| | I-71954 | 27 -5655214 | TOURISM EXPEN | FESTIVAL BANNERS | 091705 | 678.80 |
| | | | FUND 27 | TOURISM FUND | TOTAL: | 6,557.44 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 28 SE EXPO CENTER

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-A00768 | AT&T CORP DBA ACC BUSIN | | | | | |
| | | I-191043107 | 28 -5654328 | INTERNET SERV UTIL INTERNET EXPO APRIL 2019 | 091554 | 611.00 |
| 01-C00149 | CANON FINANCIAL SERVICE | | | | | |
| | | I-20010566 | 28 -5654202 | OPERATING SUP EXPO MAY 2019 | 091487 | 77.00 |
| 01-I00140 | INDIAN NATION WHOLESALE | | | | | |
| | | I-7095081 | 28 -5654210 | CONCESSION SU CONCESSION SUPPLIES | 091623 | 789.69 |
| 01-J00121 | JAMESCO ENTERPRISES, LL | | | | | |
| | | I-20257 | 28 -5654203 | REPAIR & MAIN JANITORIAL SERVICES | 091628 | 946.96 |
| 01-L00078 | LAMBERT MECHANICAL INC | | | | | |
| | | I-190138 | 28 -5654316 | REPAIRS & MAI MAINTTENANCE & REPAIR | 091637 | 770.00 |
| | | I-190236 | 28 -5654316 | REPAIRS & MAI MAINTTENANCE & REPAIR | 091637 | 485.00 |
| 01-L00428 | LOWE'S CREDIT SERVICES | | | | | |
| | | C-0085644 | 28 -5654203 | REPAIR & MAIN CREDIT CK 085644 | 091640 | 179.16- |
| | | I-901272 | 28 -5654203 | REPAIR & MAIN MISC RPR & MAINT ITEMS | 091641 | 266.78 |
| 01-P00560 | PSO/SOUTHWESTERN ELECTR | | | | | |
| | | I-201905011958 | 28 -5654313 | ELECTRIC UTIL EXPO RV PARK-APRIL 2019 | 091560 | 48.04 |
| | | I-201905011958 | 28 -5654313 | ELECTRIC UTIL EXPO-APRIL 2019 | 091560 | 5,097.82 |
| 01-S00009 | SADLER PAPER CO | | | | | |
| | | I-160523 | 28 -5654316 | REPAIRS & MAI MAINTENANCE & REPAIR ITEM | 091684 | 198.50 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201905071984 | 28 -5654110 | PENSION-DEFIN MAY 2019 EXPO | 091686 | 817.17 |
| | | | | FUND 28 SE EXPO CENTER | TOTAL: | 9,928.80 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 29 E-911

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-1 | MISC VENDOR | | | | | |
| | KIM TROUSSELL | I-201904241945 | 29 -5324331 | EMPLOYEE TRAV FUEL-OLETS UPDATES | 091484 | 47.00 |
| | KIM TROUSSELL | I-201904241945 | 29 -5324331 | EMPLOYEE TRAV LUNCH 2 PEOPLE-OLETS UPDATES | 091484 | 26.03 |
| 01-A00581 | AT&T | | | | | |
| | | I-0721227227-042519 | 29 -5324315 | TELEPHONE UTI HOST CIR PITTS CO-MAY 2019 | 091552 | 198.00 |
| | | I-0721865788-042519 | 29 -5324315 | TELEPHONE UTI HOST CIRCUIT-MAY 2019 | 091553 | 781.00 |
| 01-B00423 | BOMB DESIGNZ | | | | | |
| | | I-0019 | 29 -5324202 | OPERATING SUP LETTER 911 COORD DOOR | 091593 | 20.00 |
| 01-G00460 | GREEN COUNTRY ELECTRIC | | | | | |
| | | I-71975 | 29 -5324316 | REPAIRS-MAINT ELEC WRK-FED BLDG | 091618 | 75.00 |
| 01-M00715 | MUSKOGEE COMMUNICATIONS | | | | | |
| | | I-2018845 | 29 -5324401 | CAPITAL OUTLA RADIO EQUIP INSTALL | 091648 | 24,427.52 |
| 01-O00276 | OKLA DEPT OF PUBLIC SAF | | | | | |
| | | I-31-1900279 | 29 -5324308 | CONTRACTED SE MARCH 2019 | 091665 | 350.00 |
| 01-R00123 | RAVE WIRELESS, INC. DBA | | | | | |
| | | I-INV-09536 | 29 -5324308 | CONTRACTED SE MASS NOTIFI SYS CONT | 091681 | 8,977.50 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201905071984 | 29 -5324110 | PENSION-DEFIN MAY 2019 E-911 | 091686 | 2,848.33 |
| 01-S00580 | AT & T | | | | | |
| | | I-201905011956 | 29 -5324315 | TELEPHONE UTI E-911 MAY 2019 | 091562 | 5,637.78 |
| 01-W00040 | WALMART COMMUNITY BRC | | | | | |
| | | I-01799 | 29 -5324202 | OPERATING SUP OFFICE SUPPLIES | 091703 | 30.32 |
| | | I-092484 | 29 -5324202 | OPERATING SUP CANDY FOR CHILDREN'S FAIR | 091703 | 27.34 |
| 01-W00392 | WINDSTREAM CORPORATION | | | | | |
| | | I-201904241942 | 29 -5324315 | TELEPHONE UTI APRIL 2019-911 CO TRUNK LINE | 091491 | 453.38 |

FUND 29 E-911 TOTAL: 43,899.20

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 30 ECONOMIC DEVELOPMENT

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-C00149 | CANON FINANCIAL SERVICE | | | | | |
| | | I-20010566 | 30 -5652202 | OPERATING SUP ECON DEV MAY 2019 | 091487 | 28.00 |
| 01-E00240 | EOSC | | | | | |
| | | I-#8 | 30 -5652304 | SMALL BUSINES LOCAL MATCH FOR OSBDC | 091611 | 3,800.00 |
| | | I-9 | 30 -5652304 | SMALL BUSINES LOCAL MATCH FOR OSBDC | 091611 | 3,800.00 |
| 01-E00266 | ERVIN & ERVIN ATTORNEYS | | | | | |
| | | I-ADMINTIF 04/29/19 | 30 -5652302 | CONSULTANTS LEGAL FEES-ADMIN TIF | 091493 | 6,855.00 |
| 01-MC0134 | MCALESTER MAIN STREET | | | | | |
| | | I-043019-2015-2016 | 30 -5211353 | MAIN STREET P CONTRACT- MCALESTER MAIN ST | 091649 | 1,250.00 |
| 01-O00275 | OKLA DEPT OF COMMERCE | | | | | |
| | | I-051419-#12248 | 30 -5211510 | CDBG / EDIF D CDBG - EDIF CONT #12248 | 091663 | 282.50 |
| 01-P00450 | PRIDE IN MCALESTER | | | | | |
| | | I-043019-2015-2016 | 30 -5211352 | MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER | 091675 | 2,500.00 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201905071984 | 30 -5652114 | PENSION-DEFIN MAY 2019 E-ECON DEV | 091686 | 587.17 |
| 01-T00231 | THE SPECTRUM GROUP MEMB | | | | | |
| | | I-12679 | 30 -5652345 | 2018 OSMPC GR ADVOCACY FEE-APRIL 2019 | 091696 | 5,500.00 |

FUND 30 ECONOMIC DEVELOPMENT TOTAL: 24,602.67

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 32 GRANTS & CONTRIBUTIONS

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-C00195 | CARROT-TOP INDUSTRIES,I | | | | | |
| | | I-42324900 | 32 -5215229 | BOMB DISPLAY WIRE CORE HALYARD BOMB DI | 091599 | 37.90 |
| | | | | FUND 32 GRANTS & CONTRIBUTIONS TOTAL: | | 37.90 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 33 CDBG GRANTS FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-I00188 | INFRASTRUCTURE SOLUTION | | | | | |
| | | I-MC-18-04-03 | 33 -5971520 | 2018 CDBG SEW 2018 CDBG ENG FEE | 091624 | 799.00 |
| | | | | FUND 33 CDBG GRANTS FUND | TOTAL: | 799.00 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-A00215 | ADVANCE AUTO PARTS | | | | | |
| | | I-8117909861597 | 35 -5862203 | REPAIRS & MAI C-40 | 091580 | 12.74 |
| | | I-8117909878987 | 35 -5862203 | REPAIRS & MAI S-54 | 091580 | 66.11 |
| | | I-8117909878991 | 35 -5862203 | REPAIRS & MAI C-40 | 091580 | 2.66 |
| | | I-8117909939465 | 35 -5862203 | REPAIRS & MAI SHOP STOCK | 091580 | 74.40 |
| | | I-8117909979038 | 35 -5862203 | REPAIRS & MAI U-02 | 091580 | 13.47 |
| | | I-8117909979039 | 35 -5862203 | REPAIRS & MAI P-8483 | 091580 | 138.01 |
| | | I-8117910079051 | 35 -5862203 | REPAIRS & MAI FIRE LADDER | 091580 | 8.50 |
| | | I-8117910648891 | 35 -5862203 | REPAIRS & MAI UTM-13 | 091580 | 22.07 |
| 01-B00043 | B & S SUPPLY, INC. | | | | | |
| | | I-65957 | 35 -5862203 | REPAIRS & MAI SHOP SUPPLY:NUTS, BOLTS, | 091590 | 415.35 |
| 01-B00150 | BEALES GOODYEAR TIRES | | | | | |
| | | I-1-57431 | 35 -5862203 | REPAIRS & MAI WW-5 | 091591 | 59.95 |
| | | I-1-58010 | 35 -5862203 | REPAIRS & MAI PD-60 | 091591 | 79.95 |
| | | I-1-GS57705 | 35 -5862203 | REPAIRS & MAI TIRES FOR UTM-3 | 091591 | 291.14 |
| | | I-1-GS57897 | 35 -5862203 | REPAIRS & MAI UTM-2 | 091591 | 155.14 |
| | | I-1-GS58038 | 35 -5862203 | REPAIRS & MAI TIRES UTM7828 | 091591 | 529.08 |
| | | I-1-GS58038 | 35 -5862203 | REPAIRS & MAI TIRES TC-1 | 091591 | 516.84 |
| | | I-1-GS58040 | 35 -5862203 | REPAIRS & MAI TIRES FOR WW1 | 091591 | 220.64 |
| 01-C00148 | KEVIN HARRIS dba CAR BO | | | | | |
| | | I-284974 | 35 -5862203 | REPAIRS & MAI UTM-3 | 091597 | 55.00 |
| 01-G00010 | G C RENTAL CENTER, INC | | | | | |
| | | I-57063 | 35 -5862203 | REPAIRS & MAI UTM-45 WATER SYS FILTER | 091617 | 39.15 |
| 01-J00310 | JET TIRE SERVICE | | | | | |
| | | I-202808 | 35 -5862203 | REPAIRS & MAI UTM-3 | 091629 | 79.95 |
| 01-K0003 | K & S FIELD TESTING INS | | | | | |
| | | I-2708 | 35 -5862316 | REPAIRS & MAI BUCKET TRUCK TESTING | 091632 | 550.00 |
| 01-K00190 | YELLOWHOUSE MACHINERY C | | | | | |
| | | I-420662 | 35 -5862203 | REPAIRS & MAI S-46 SET OF RUBBER TRACKS | 091633 | 2,640.00 |
| | | I-421676 | 35 -5862203 | REPAIRS & MAI UTM-10 | 091633 | 74.70 |
| 01-K00205 | KIAMICHI AUTOMOTIVE WHO | | | | | |
| | | I-086733 | 35 -5862203 | REPAIRS & MAI UTM-28 TRACK HOE | 091634 | 173.99 |
| | | I-086981 | 35 -5862203 | REPAIRS & MAI UTM-28 TRACK HOE | 091634 | 17.73 |
| | | I-086986 | 35 -5862203 | REPAIRS & MAI PK-6 | 091634 | 38.99 |
| | | I-087054 | 35 -5862203 | REPAIRS & MAI UTM-28 TRACK HOE | 091634 | 81.50 |
| | | I-087203 | 35 -5862203 | REPAIRS & MAI UTM-7 | 091634 | 3.69 |
| | | I-087374 | 35 -5862203 | REPAIRS & MAI PD-98 | 091634 | 0.98 |
| | | I-087441 | 35 -5862203 | REPAIRS & MAI PD-25 | 091634 | 54.98 |
| | | I-087480 | 35 -5862203 | REPAIRS & MAI WW-15 | 091634 | 25.98 |
| | | I-087678 | 35 -5862203 | REPAIRS & MAI UTM-2 | 091634 | 25.98 |
| | | I-087692 | 35 -5862203 | REPAIRS & MAI S-25 | 091634 | 40.56 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|
| 01-K00205 KIAMICHI AUTOMOTIVE WHO continued | | | | | |
| | I-087747 | 35 -5862203 | REPAIRS & MAI S-44 & LF-7 | 091634 | 150.38 |
| | I-087796 | 35 -5862203 | REPAIRS & MAI S-44 | 091634 | 5.18 |
| | I-088037 | 35 -5862203 | REPAIRS & MAI PK-7 | 091634 | 49.98 |
| 01-N00270 NIX AUTO CENTER, INC. | | | | | |
| | I-152901 | 35 -5862203 | REPAIRS & MAI MISC PARTS | 091655 | 47.71 |
| | I-329458 | 35 -5862203 | REPAIRS & MAI MISC PARTS | 091655 | 49.99 |
| 01-N00271 FREEDOM FORD INC | | | | | |
| | I-95449 | 35 -5862203 | REPAIRS & MAI PD-33 | 091656 | 287.16 |
| 01-O00075 O'REILLY AUTO PARTS | | | | | |
| | C-0230-221103A | 35 -5862203 | REPAIRS & MAI CREDIT-RETURN | 091659 | 52.07- |
| | C-0230-224633 | 35 -5862203 | REPAIRS & MAI CREDIT-RETURN | 091659 | 203.02- |
| | C-0230-227496 | 35 -5862203 | REPAIRS & MAI CREDIT-RETURN | 091659 | 21.96- |
| | C-0230-236580 | 35 -5862203 | REPAIRS & MAI CREDIT-RETURN | 091659 | 60.72- |
| | C-0230-237266 | 35 -5862203 | REPAIRS & MAI CREDIT-RETURN | 091659 | 16.48- |
| | C-0230-238594 | 35 -5862203 | REPAIRS & MAI CREDIT RETURN | 091659 | 31.70- |
| | C-0230-238705 | 35 -5862203 | REPAIRS & MAI CREDIT RETURN | 091659 | 18.06- |
| | I-0230-221079 | 35 -5862203 | REPAIRS & MAI CERAMIC BRK PADS | 091659 | 52.07 |
| | I-0230-224572 | 35 -5862203 | REPAIRS & MAI REAR AXLE KIT | 091659 | 224.98 |
| | I-0230-232287 | 35 -5862203 | REPAIRS & MAI PD-103 | 091659 | 9.58 |
| | I-0230-232331 | 35 -5862203 | REPAIRS & MAI WW-5 | 091659 | 30.30 |
| | I-0230-233291 | 35 -5862203 | REPAIRS & MAI FM-SHOP | 091659 | 50.97 |
| | I-0230-233367 | 35 -5862203 | REPAIRS & MAI FM-SHOP | 091659 | 91.89 |
| | I-0230-233397 | 35 -5862203 | REPAIRS & MAI FM-SHOP | 091660 | 33.38 |
| | I-0230-233579 | 35 -5862203 | REPAIRS & MAI FM-STOCK | 091660 | 194.79 |
| | I-0230-235090 | 35 -5862203 | REPAIRS & MAI PD-91 | 091660 | 75.64 |
| | I-0230-235119 | 35 -5862203 | REPAIRS & MAI FAM-3 | 091660 | 152.21 |
| | I-0230-235319 | 35 -5862203 | REPAIRS & MAI S-43 | 091660 | 49.73 |
| | I-0230-235328 | 35 -5862203 | REPAIRS & MAI S-43 | 091660 | 65.50 |
| | I-0230-235329 | 35 -5862203 | REPAIRS & MAI PD-98 | 091660 | 50.16 |
| | I-0230-235621 | 35 -5862203 | REPAIRS & MAI UTM-28 | 091660 | 26.39 |
| | I-0230-236579 | 35 -5862203 | REPAIRS & MAI 2002 DODGE RAM 2500 | 091660 | 60.72 |
| | I-0230-236647 | 35 -5862203 | REPAIRS & MAI S-25 | 091660 | 16.31 |
| | I-0230-236944 | 35 -5862203 | REPAIRS & MAI S-3 | 091660 | 44.75 |
| | I-0230-237115 | 35 -5862203 | REPAIRS & MAI MISC AUTO REPAIR PARTS | 091661 | 104.91 |
| | I-0230-237262 | 35 -5862203 | REPAIRS & MAI LF-21 | 091661 | 81.65 |
| | I-0230-237408 | 35 -5862203 | REPAIRS & MAI MISC AUTO REPAIR PARTS | 091661 | 14.42 |
| | I-0230-237409 | 35 -5862203 | REPAIRS & MAI S-44 | 091661 | 33.76 |
| | I-0230-238384 | 35 -5862203 | REPAIRS & MAI MISC AUTO REPAIR PARTS | 091661 | 138.29 |
| | I-0230-238591 | 35 -5862203 | REPAIRS & MAI MISC AUTO REPAIR PARTS | 091661 | 31.70 |
| | I-0230-238593 | 35 -5862203 | REPAIRS & MAI MISC AUTO REPAIR PARTS | 091661 | 49.71 |
| | I-0230-238699 | 35 -5862203 | REPAIRS & MAI MISC AUTO REPAIR PARTS | 091661 | 18.06 |
| 01-O00700 OX BODIES, INC. | | | | | |
| | I-FA00075186 | 35 -5862203 | REPAIRS & MAI 16 YRD TARPS S-54 & S-53 | 091673 | 153.32 |
| | I-FA00075373 | 35 -5862203 | REPAIRS & MAI S-53&S-54 TARP ARMS | 091673 | 524.00 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-O00700 | OX BODIES, INC. continued | | | | | |
| | | I-FA00075373 | 35 -5862203 | REPAIRS & MAI S-53&S-54 CROSS BARS | 091673 | 82.00 |
| | | I-FA00075373 | 35 -5862203 | REPAIRS & MAI SHIPPING | 091673 | 185.76 |
| 01-P00023 | P & K EQUIPMENT, INC | | | | | |
| | | I-3208519 | 35 -5862203 | REPAIRS & MAI WP-25 | 091674 | 55.66 |
| | | I-3221550 | 35 -5862203 | REPAIRS & MAI REPAIR PARTS FOR WP-25 | 091674 | 400.24 |
| 01-Q00022 | KEITH COFFEE DBA QUALIT | | | | | |
| | | I-2986 | 35 -5862316 | REPAIRS & MAI REPLACE CLUTCH S-4 | 091679 | 1,021.96 |
| 01-R00376 | RINKER AUTOMOTIVE PRODU | | | | | |
| | | I-8372 | 35 -5862203 | REPAIRS & MAI TIRE SHOP SUPPLIES | 091682 | 267.60 |
| 01-R00653 | RUSH TRUCK CENTERS OF O | | | | | |
| | | I-301460487 | 35 -5862317 | EMERGENCY VEH PART FOR FIRE ENG 4 | 091683 | 676.50 |
| 01-S00249 | MORGAN STANLEY SMITH BA | | | | | |
| | | I-201905071984 | 35 -5862110 | PENSION-DEFIN MAY 2019 FLEET MAINT | 091686 | 1,428.00 |
| 01-S00710 | STANDARD MACHINE LLC | | | | | |
| | | I-257121 | 35 -5862203 | REPAIRS & MAI UTM-13 | 091692 | 160.00 |
| | | I-257147 | 35 -5862203 | REPAIRS & MAI UTM-13 | 091692 | 345.00 |
| | | I-257253 | 35 -5862203 | REPAIRS & MAI WW-1 | 091692 | 24.66 |
| 01-V00071 | VERMEER GREATPLAINS | | | | | |
| | | I-P14952 | 35 -5862203 | REPAIRS & MAI OXYGEN SENSOR PK-17 | 091702 | 98.80 |
| 01-W00195 | WELDON PARTS INC. | | | | | |
| | | C-2168994-00 | 35 -5862203 | REPAIRS & MAI CREDIT | 091707 | 147.22- |
| | | I-2267464-00 | 35 -5862203 | REPAIRS & MAI SHOP | 091707 | 147.40 |

FUND 35 FLEET MAINTENANCE TOTAL: 13,821.17

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 36 WORKER'S COMPENSATION

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-C00653 | CONSOLIDATED BENEFITS R | | | | | |
| | | I-2296 | 36 -5215315 | THIRD PARTY A APRIL 2019 | 091602 | 1,750.00 |
| | | | | FUND 36 WORKER'S COMPENSATION TOTAL: | | 1,750.00 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 41 CIP FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-A00712 | ARVEST BANK dba ARVEST | | | | | |
| | | I-051419-003 | 41 -5865510 | LEASE PAYMENT LOAN PMT-2016 JD EXCAVATOR | 091588 | 1,326.45 |
| 01-D00217 | DEERE CREDIT, INC. | | | | | |
| | | I-051419-0063527-0 | 41 -5865510 | LEASE PAYMENT LEASE PMT-JD 624K LOADER | 091607 | 1,821.57 |
| 01-F00170 | FIRST NATIONAL BANK | | | | | |
| | | I-051419-#135002 | 41 -5974501 | MCC CONTROLS LOAN #135002-MCC CONTROLS | 091616 | 4,709.36 |
| | | I-051419-LN#134438 | 41 -5975510 | UTM LOAN PAYM AMI LOAN PAYMENT LOAN #134438 | 091616 | 18,395.29 |
| | | I-051419-LOAN#1374 | 41 -5321501 | PATROL LEASE INTREST | 091616 | 310.28 |
| | | I-051419-LOAN#1374 | 41 -5321501 | PATROL LEASE PRINCIPLE | 091616 | 1,529.37 |
| 01-M00593 | MOST DEPENDABLE FOUNTAI | | | | | |
| | | I-INV155134 | 41 -5210480 | CONTINGENCY WATER FOUNTAIN THUNDERBIR | 091646 | 3,040.00 |
| 01-T00630 | TWIN CITIES READY MIX, | | | | | |
| | | I-181526 | 41 -5210401 | ARVEST PARK P 2ND & CHICKASAW | 091699 | 1,443.00 |
| | | I-181758 | 41 -5210401 | ARVEST PARK P 2ND & CHICKASAW | 091699 | 777.00 |
| 01-W00193 | HTW ENTERPRISES INC dba | | | | | |
| | | I-71736 | 41 -5321401 | CAPITAL OUTLA SIGN FOR FRONT OF FED BUI | 091705 | 6,268.00 |
| 01-W00194 | WELCH STATE BANK | | | | | |
| | | I-051419-55766 | 41 -5865510 | LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK | 091706 | 1,517.90 |
| | | I-051419-55820 | 41 -5865510 | LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK | 091706 | 2,555.73 |

FUND 41 CIP FUND TOTAL: 43,693.95

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 44 TECHNOLOGY FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-L00428 | LOWE'S CREDIT SERVICES | | | | | |
| | | I-02842 | 44 -5225401 | TECHNOLOGY UP KOBALT 5 PIECE PLIER SET | 091640 | 26.17 |
| | | | | FUND 44 TECHNOLOGY FUND | TOTAL: | 26.17 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 46 STORMWATER FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-A00712 | ARVEST BANK dba ARVEST | | | | | |
| | | I-051419-004 | 46 -5871501 | LOAN PAYMENTS LOAN PMT-SWEEPER 1503001-004 | 091588 | 3,284.13 |
| 01-I00188 | INFRASTRUCTURE SOLUTION | | | | | |
| | | I-MC-17-18-04 | 46 -5871405 | STORMWATER PR INDIANA & 9TH | 091624 | 680.00 |
| | | I-MC-19-06-03 | 46 -5871405 | STORMWATER PR ENG FEE-SAUNIER WAY CANAL | 091624 | 6,545.00 |
| | | | | FUND 46 STORMWATER FUND | TOTAL: | 10,509.13 |

PACKET : 17577 17582 17590 17598 17604 17606 17608 17617
VENDOR SET: Mult
FUND : 48 INFRASTRUCTURE FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---|---|---|---|---|---|
| 01-E00327 | EWT HOLDINGS III CORP., | | | | | |
| | | I-903975622 | 48 -5973402 | REHAB WEST SE REPAIR PARTS-W WWTP | 091612 | 1,215.00 |
| 01-I00188 | INFRASTRUCTURE SOLUTION | | | | | |
| | | I-MC-19-04-03 | 48 -5975403 | SEWER LINE RE 2019 CONNELLY ADD SEWER | 091624 | 576.00 |
| | | I-MC-19-07-01 | 48 -5974402 | SECOND WATER COAL CREEK RAW WATER PUMP | 091624 | 2,500.00 |
| 01-L00428 | LOWE'S CREDIT SERVICES | | | | | |
| | | I-071610 | 48 -5548401 | INFRASTRUCTUR MISC RECONST SUPP FED BLD | 091641 | 38.12 |
| 01-S00360 | SIMPLEXGRINNELL LP | | | | | |
| | | I-20827148 | 48 -5548401 | INFRASTRUCTUR FIRE ALARM/SMOKE DETECTOR | 091689 | 1,160.00 |
| 01-T00010 | T. H. ROGERS LUMBER CO. | | | | | |
| | | I-564800 | 48 -5210480 | CONTINGENCY FORMING MAT/ARVEST PARK | 091694 | 113.23 |
| | | I-565070 | 48 -5210480 | CONTINGENCY FORMING MAT/ARVEST PARK | 091694 | 82.10 |
| 01-T00598 | TULSA ASPHALT LLC | | | | | |
| | | I-18668 | 48 -5865403 | ASPHALT OVERL ASPHALT EZ STREET | 091698 | 5,522.00 |
| 01-T00630 | TWIN CITIES READY MIX, | | | | | |
| | | I-181601 | 48 -5865402 | CONCRETE PANE CHOCTAW & A | 091699 | 346.50 |
| | | I-181601 | 48 -5865402 | CONCRETE PANE CARL ALBERT & A | 091699 | 1,165.00 |
| | | I-181602 | 48 -5865402 | CONCRETE PANE WYANDOTTE 7TH & 8TH | 091699 | 148.50 |
| | | I-181684 | 48 -5865402 | CONCRETE PANE CHOCTAW & A | 091699 | 537.75 |
| | | I-181941 | 48 -5865402 | CONCRETE PANE CARL ALBERT/CHOCTAW/ALLE | 091699 | 215.50 |
| 01-U00051 | UTILITY SUPPLY CO., INC | | | | | |
| | | I-125908 | 48 -5974403 | RAW WATER PUM MISC PARTS MCALESTER LAKE | 091700 | 18,827.06 |

FUND 48 INFRASTRUCTURE FUND TOTAL: 32,446.76

REPORT GRAND TOTAL: 546,399.57

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | LINE ITEM ANNUAL BUDGET | LINE ITEM BUDGET AVAILABLE | LINE ITEM OVER BUDG | GROUP BUDGET ANNUAL BUDGET | GROUP BUDGET AVAILABLE | GROUP BUDGET OVER BUDG |
|---|---|---|---|---|---|---|---|---|---|
| 2018-2019 | 01 -2100 | CLEET PAYABLE (COURT) | 6,435.82 | | | | | | |
| | 01 -2101 | AFIS PAYABLE - COURT | 6,250.53 | | | | | | |
| | 01 -2102 | FORENSICS PAYABLE (COURT) | 5,987.62 | | | | | | |
| | 01 -2103 | OBN PAYABLE (COURT) | 98.41 | | | | | | |
| | 01 -2105 | COLLECTION AGENCY 25% (COU | 11,298.80 | | | | | | |
| | 01 -5101355 | OIL-OK FOR INDEPENDENT LIV | 2,000.00 | 24,000 | 4,000.00 | | | | |
| | 01 -5210112 | VEHICLE ALLOWANCE | 500.00 | 6,000 | 500.00 | | | | |
| | 01 -5210202 | OPERATING SUPPLIES | 131.15 | 2,500 | 654.87 | | | | |
| | 01 -5210331 | EMPLOYEE TRAVEL & TRAININ | 332.48 | 7,500 | 3,860.05 | | | | |
| | 01 -5211202 | OPERATING SUPPLIES | 207.68 | 1,773 | 4.06- | Y | | | |
| | 01 -5212202 | OPERATING SUPPLIES | 14.94 | 650 | 200.13 | | | | |
| | 01 -5212308 | CONTRACTED SERVICES | 67.00 | 3,968 | 1,130.95 | | | | |
| | 01 -5212317 | ADVERTISING & PRINTING | 631.90 | 2,500 | 375.13- | Y | | | |
| | 01 -5212339 | CODIFICATION | 5,259.11 | 5,750 | 140.89 | | | | |
| | 01 -5213202 | OPERATING SUPPLIES | 224.68 | 1,200 | 879.33 | | | | |
| | 01 -5213336 | FEES | 200.00 | 3,000 | 800.00 | | | | |
| | 01 -5214302 | CONSULTANTS | 3,233.33 | 63,000 | 5,027.92 | | | | |
| | 01 -5215110 | PENSION - DEFINED BENEFIT | 19,168.08 | 230,017 | 19,168.12 | | | | |
| | 01 -5215202 | OPERATING SUPPLIES | 150.00 | 33,000 | 264.03- | Y | | | |
| | 01 -5215250 | CONTINGENCY - (CTY MGR) | 1,736.51 | 35,000 | 21,381.08 | | | | |
| | 01 -5215302 | CONSULTANTS | 137.50 | 40,000 | 4,437.50 | | | | |
| | 01 -5215312 | EQUIPMENT RENTALS | 194.35 | 27,000 | 2,550.05- | Y | | | |
| | 01 -5215313 | ELECTRIC UTILITY | 18.74 | 398,552 | 94,418.99 | | | | |
| | 01 -5215314 | GAS UTILITY | 938.97 | 32,690 | 6,181.45- | Y | | | |
| | 01 -5215315 | TELEPHONE UTILITY | 496.14 | 54,540 | 3,545.01- | Y | | | |
| | 01 -5215317 | POSTAGE | 1,132.15 | 12,000 | 1,000.00 | | | | |
| | 01 -5215330 | DUES & SUBSCRIPTIONS | 2,108.00 | 16,320 | 1,852.00 | | | | |
| | 01 -5225202 | OPERATING SUPPLIES | 101.68 | 475 | 282.07 | | | | |
| | 01 -5225349 | SOFTWARE MAINTENANCE | 220.50 | 134,100 | 6,763.34- | Y | | | |
| | 01 -5320202 | OPERATING EXPENSE | 128.17 | 1,250 | 390.96 | | | | |
| | 01 -5320328 | INTERNET SERVICE | 89.95 | 1,080 | 162.50 | | | | |
| | 01 -5321202 | OPERATING SUPPLIES | 3,282.79 | 9,500 | 3,337.16- | Y | | | |
| | 01 -5321207 | CLOTHING ALLOWANCE | 1,403.76 | 47,455 | 1,735.58 | | | | |
| | 01 -5321208 | CANINE UNIT SUPPLIES | 136.89 | 2,500 | 1,221.38 | | | | |
| | 01 -5321332 | COMMUNITY SERVICES PROGRAM | 702.95 | 7,500 | 3,651.89 | | | | |
| | 01 -5431202 | OPERATING SUPPLIES | 866.31 | 13,600 | 2,489.03 | | | | |
| | 01 -5431203 | REPAIRS & MAINT SUPPLIES | 352.25 | 7,005 | 231.54 | | | | |
| | 01 -5431328 | INTERNET SERVICE | 62.95 | 2,300 | 349.55 | | | | |
| | 01 -5431329 | PROMOTIONAL | 1,897.00 | 3,500 | 678.94 | | | | |
| | 01 -5431330 | DUES & SUBSCRIPTIONS | 175.00 | 7,000 | 2,382.00 | | | | |
| | 01 -5432202 | OPERATING SUPPLIES | 2,871.75 | 25,600 | 2,032.24 | | | | |
| | 01 -5432308 | CONTRACTED SERVICES | 1,879.81 | 65,025 | 18,164.61 | | | | |
| | 01 -5432316 | REPAIRS & MAINTENANCE | 2,793.79 | 4,700 | 1,161.10- | Y | | | |
| | 01 -5542202 | OPERATING SUPPLIES | 50.92 | 7,000 | 215.40- | Y | | | |
| | 01 -5542203 | REPAIRS & MAINT SUPPLIES | 581.76 | 38,500 | 59.42- | Y | | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | LINE ITEM ANNUAL BUDGET | LINE ITEM BUDGET AVAILABLE | LINE ITEM OVER BUDG | GROUP BUDGET ANNUAL BUDGET | GROUP BUDGET BUDGET AVAILABLE | GROUP BUDGET OVER BUDG |
|---|---|---|---|---|---|---|---|---|---|
| | 01 -5542204 | SMALL TOOLS | 85.40 | 2,859 | 1,582.85 | | | | |
| | 01 -5542308 | CONTRACTED SERVICES | 577.79 | 13,500 | 4,862.00 | | | | |
| | 01 -5542316 | REPAIRS & MAINTENANCE | 10,332.82 | 35,921 | 18,847.69 | | | | |
| | 01 -5542330 | DUES & SUBSCRIPTIONS | 20.00 | 600 | 16.12 | | | | |
| | 01 -5542331 | EMPLOYEE TRAVEL & TRAININ | 4.90 | 3,000 | 17.04- | Y | | | |
| | 01 -5543203 | REPAIRS & MAINT SUPPLIES | 772.04 | 8,469 | 907.85 | | | | |
| | 01 -5544202 | OPERATING SUPPLIES | 111.44 | 16,250 | 3,110.12 | | | | |
| | 01 -5544203 | REPAIRS & MAINTENANCE SUPP | 312.41 | 8,982 | 4,166.54 | | | | |
| | 01 -5547308 | CONTRACTED SERVICES | 405.00 | 5,760 | 0.00 | | | | |
| | 01 -5547328 | INTERNET SERVICE | 63.09 | 755 | 125.84 | | | | |
| | 01 -5548203 | REPAIRS & MAINTENANCE SUPP | 1,041.18 | 35,200 | 368.55- | Y | | | |
| | 01 -5548308 | CONTRACTED SERVICES-CLEANI | 3,000.00 | 22,000 | 6,755.00- | Y | | | |
| | 01 -5548311 | PARKING RENTAL | 485.00 | 5,820 | 0.00 | | | | |
| | 01 -5548316 | REPAIRS & MAINTENANCE | 2,023.73 | 19,000 | 396.43 | | | | |
| | 01 -5548317 | ELEVATOR REPAIR/MAINTENANC | 225.00 | 3,300 | 121.84 | | | | |
| | 01 -5551328 | INTERNET SERVICE | 882.50 | 0 | 4,225.92- | Y | | | |
| | 01 -5652319 | DEMOLITION | 38,141.93 | 119,000 | 459.09 | | | | |
| | 01 -5652331 | EMPLOYEE TRAVEL & TRAININ | 75.00 | 3,600 | 1,551.67 | | | | |
| | 01 -5653202 | OPERATING SUPPLIES | 79.72 | 713 | 158.15 | | | | |
| | 01 -5653213 | SAFETY EXPENSE | 6,240.01 | 25,500 | 862.56 | | | | |
| | 01 -5653215 | AWARDS/NUC PROGRAM | 3,000.00 | 9,500 | 465.58 | | | | |
| | 01 -5653317 | ADVERTISING & PRINTING | 10.00 | 2,000 | 13.40- | Y | | | |
| | 01 -5653348 | DRUG TESTING/PHYSICALS | 279.65 | 8,920 | 753.10- | Y | | | |
| | 01 -5865202 | OPERATING SUPPLIES | 199.99 | 750 | 65.65- | Y | | | |
| | 01 -5865207 | CLOTHING ALLOWANCE | 100.00 | 3,438 | 300.09 | | | | |
| | 01 -5865218 | STREET REPAIRS & MAINTENAN | 2,329.19 | 65,912 | 1,933.12 | | | | |
| | 01 -5865328 | INTERNET SERVICE | 88.90 | 2,050 | 384.63 | | | | |
| | 02 -5216202 | OPERATING SUPPLIES | 5.69 | 10,450 | 6,688.87 | | | | |
| | 02 -5216317 | POSTAGE | 1,395.03 | 30,100 | 2,673.00 | | | | |
| | 02 -5216328 | INTERNET SERVICE | 50.04 | 605 | 85.33 | | | | |
| | 02 -5216336 | MAILING FEES | 1,217.15 | 25,100 | 3,060.95 | | | | |
| | 02 -5267110 | PENSION - DEFINED BENEFIT | 8,935.58 | 107,227 | 8,935.62 | | | | |
| | 02 -5267202 | OPERATING SUPPLIES | 2.27- | 7,500 | 554.51 | | | | |
| | 02 -5267314 | GAS UTILITY | 355.98 | 12,700 | 1,855.57 | | | | |
| | 02 -5267315 | TELEPHONE UTILITY | 884.58 | 124,020 | 23,143.70 | | | | |
| | 02 -5267316 | REPAIRS & MAINTENANCE | 1,016.30 | 3,000 | 1,335.50 | | | | |
| | 02 -5267521 | CDBG LOAN #8908 | 1,145.83 | 13,750 | 1,145.87 | | | | |
| | 02 -5866306 | CONTRACTED REFUSE SERVICES | 161,713.32 | 1,936,290 | 322,285.75 | | | | |
| | 02 -5871202 | OPERATING SUPPLIES | 96.27 | 1,400 | 306.71 | | | | |
| | 02 -5871302 | CONSULTANTS | 3,038.06 | 63,200 | 20,861.23 | | | | |
| | 02 -5973203 | REPAIRS & MAINT SUPPLIES | 957.42 | 47,000 | 17,267.61 | | | | |
| | 02 -5973206 | CHEMICALS | 1,069.58 | 3,500 | 1,634.42 | | | | |
| | 02 -5973302 | CONSULTANTS (IND. PRETREAT | 1,800.00 | 21,600 | 0.00 | | | | |
| | 02 -5973304 | LAB TESTING | 460.00 | 32,100 | 2,034.96 | | | | |
| | 02 -5973328 | INTERNET SERVICE | 73.54 | 1,945 | 213.15- | Y | | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | LINE ITEM ANNUAL BUDGET | LINE ITEM BUDGET AVAILABLE | LINE ITEM OVER BUDG | GROUP BUDGET ANNUAL BUDGET | GROUP BUDGET AVAILABLE | GROUP BUDGET OVER BUDG |
|---|---|---|---|---|---|---|---|---|---|
| | 02 -5975202 | OPERATING SUPPLIES | 1,699.63 | 2,565 | 1,595.69- | Y | | | |
| | 02 -5975207 | CLOTHING ALLOWANCE | 280.00 | 3,000 | 448.99 | | | | |
| | 02 -5975209 | UTILITY MAINTENANCE SUPP. | 3,286.66 | 35,000 | 573.05- | Y | | | |
| | 02 -5975230 | SEWER MAIN REPAIR | 28.70 | 8,500 | 1,662.03 | | | | |
| | 02 -5975235 | WATER MAIN REPAIR | 1,071.70 | 65,000 | 9,180.66- | Y | | | |
| | 03 -5876110 | PENSION-DEFINED BENEFIT | 685.50 | 8,226 | 685.50 | | | | |
| | 03 -5876313 | ELECTRIC UTILITY | 897.80 | 18,380 | 5,136.76 | | | | |
| | 03 -5876314 | GAS UTILITY | 495.08 | 730 | 261.51- | Y | | | |
| | 03 -5876501 | OUTER MARKER LEASE PAYMENT | 225.00 | 2,700 | 225.00 | | | | |
| | 08 -5549110 | PENSION-DEFINED BENEFIT | 754.00 | 9,048 | 754.00 | | | | |
| | 08 -5549315 | TELEPHONE UTILITY | 398.03 | 4,720 | 849.30 | | | | |
| | 09 -5864327 | SUB TITLE D EXPENSE | 6,854.37 | 80,000 | 30,487.77 | | | | |
| | 27 -5655110 | PENSION-DEFINED BENEFIT | 429.75 | 5,157 | 429.75 | | | | |
| | 27 -5655214 | TOURISM EXPENSE | 1,074.68 | 34,500 | 4,053.02 | | | | |
| | 27 -5655318 | PRINTING | 172.00 | 30,000 | 1,546.05- | Y | | | |
| | 27 -5655328 | INTERNET SERVICE | 87.01 | 1,045 | 174.79 | | | | |
| | 27 -5655340 | OFFICE RENT | 1,044.00 | 15,510 | 4,026.00 | | | | |
| | 27 -5655352 | MISC PRIDE IN MCALESTER | 2,500.00 | 30,000 | 5,000.00 | | | | |
| | 27 -5655353 | MAIN STREET PROGRAM | 1,250.00 | 15,000 | 2,500.00 | | | | |
| | 28 -5654110 | PENSION-DEFINED BENEFIT | 817.17 | 9,806 | 817.13 | | | | |
| | 28 -5654202 | OPERATING SUPPLIES | 77.00 | 4,400 | 3,116.19 | | | | |
| | 28 -5654203 | REPAIR & MAINT SUPPLIES | 1,034.58 | 16,238 | 861.50 | | | | |
| | 28 -5654210 | CONCESSION SUPPLIES | 789.69 | 30,000 | 1,993.81 | | | | |
| | 28 -5654313 | ELECTRIC UTILITY | 5,145.86 | 72,650 | 5,719.85 | | | | |
| | 28 -5654316 | REPAIRS & MAINTENANCE | 1,453.50 | 32,196 | 14,371.83 | | | | |
| | 28 -5654328 | INTERNET SERVICE | 611.00 | 8,980 | 2,937.09 | | | | |
| | 29 -5324110 | PENSION-DEFINED BENEFIT | 2,848.33 | 34,180 | 2,848.37 | | | | |
| | 29 -5324202 | OPERATING SUPPLIES | 77.66 | 5,000 | 211.09 | | | | |
| | 29 -5324308 | CONTRACTED SERVICES | 9,327.50 | 26,800 | 426.00- | Y | | | |
| | 29 -5324315 | TELEPHONE UTILITY | 7,070.16 | 95,400 | 9,047.74 | | | | |
| | 29 -5324316 | REPAIRS-MAINTENANCE | 75.00 | 2,800 | 440.00 | | | | |
| | 29 -5324331 | EMPLOYEE TRAVEL & TRAININ | 73.03 | 5,200 | 1,839.97 | | | | |
| | 29 -5324401 | CAPITAL OUTLAY | 24,427.52 | 267,306 | 32,781.70- | Y | | | |
| | 30 -5211352 | MISC PRIDE IN MCALESTER | 2,500.00 | 30,000 | 4,254.50 | | | | |
| | 30 -5211353 | MAIN STREET PROGRAM | 1,250.00 | 15,000 | 2,500.00 | | | | |
| | 30 -5211510 | CDBG / EDIF DURALINE LOAN | 282.50 | 3,390 | 282.50 | | | | |
| | 30 -5652114 | PENSION-DEFINED CONTRIBUTI | 587.17 | 4,465 | 5,735.57- | Y | | | |
| | 30 -5652202 | OPERATING SUPPLIES | 28.00 | 4,000 | 3,666.00 | | | | |
| | 30 -5652302 | CONSULTANTS | 6,855.00 | 130,000 | 206,336.66 | | | | |
| | 30 -5652304 | SMALL BUSINESS - ECON DEV | 7,600.00 | 38,000 | 0.00 | | | | |
| | 30 -5652345 | 2018 OSMPC GRANT | 5,500.00 | 158,000 | 98,600.00 | | | | |
| | 32 -5215229 | BOMB DISPLAY EXPENSES | 37.90 | 1,376 | 0.00 | | | | |
| | 33 -5971520 | 2018 CDBG SEWER LINE PROJE | 799.00 | 351,070 | 305,266.67 | | | | |
| | 35 -5862110 | PENSION-DEFINED BENEFIT | 1,428.00 | 17,136 | 1,428.00 | | | | |
| | 35 -5862203 | REPAIRS & MAINTENANCE SUPP | 10,144.71 | 209,848 | 61,595.45 | | | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | LINE ITEM ANNUAL BUDGET | LINE ITEM BUDGET AVAILABLE | LINE ITEM OVER BUDG | GROUP BUDGET ANNUAL BUDGET | GROUP BUDGET BUDGET AVAILABLE | GROUP BUDGET OVER BUDG |
|---|---|---|---|---|---|---|---|---|---|
| | 35 -5862316 | REPAIRS & MAINTENANCE | 1,571.96 | 21,500 | 3,344.12 | | | | |
| | 35 -5862317 | EMERGENCY VEHICLES | 676.50 | 45,566 | 2,413.80- | Y | | | |
| | 36 -5215315 | THIRD PARTY ADM FEES | 1,750.00 | 19,384 | 0.64 | | | | |
| | 41 -5210401 | ARVEST PARK PROJECT | 2,220.00 | 10,000 | 13,038.74- | Y | | | |
| | 41 -5210480 | CONTINGENCY | 3,040.00 | 97,001 | 2,920.22 | | | | |
| | 41 -5321401 | CAPITAL OUTLAY | 6,268.00 | 14,830 | 5,915.58- | Y | | | |
| | 41 -5321501 | PATROL LEASE PAYMENTS | 1,839.65 | 9,600 | 7,760.35 | | | | |
| | 41 -5865510 | LEASE PAYMENTS | 7,221.65 | 86,660 | 7,221.85 | | | | |
| | 41 -5974501 | MCC CONTROLS - WTP | 4,709.36 | 56,513 | 4,710.04 | | | | |
| | 41 -5975510 | UTM LOAN PAYMENTS | 18,395.29 | 220,745 | 18,396.81 | | | | |
| | 44 -5225401 | TECHNOLOGY UPGRADES | 26.17 | 28,900 | 16,125.65- | Y | | | |
| | 46 -5871405 | STORMWATER PROJECT | 7,225.00 | 177,266 | 18,141.00 | | | | |
| | 46 -5871501 | LOAN PAYMENTS-STREET SWEEP | 3,284.13 | 39,420 | 3,294.57 | | | | |
| | 48 -5210480 | CONTINGENCY | 195.33 | 87,140 | 61,922.96 | | | | |
| | 48 -5548401 | INFRASTRUCTURE IMPROVEMENT | 1,198.12 | 211,360 | 14,529.88- | Y | | | |
| | 48 -5865402 | CONCRETE PANEL REPLACEMENT | 2,413.25 | 100,000 | 13,601.36- | Y | | | |
| | 48 -5865403 | ASPHALT OVERLAY PROJECTS | 5,522.00 | 582,500 | 190,108.27 | | | | |
| | 48 -5973402 | REHAB WEST SEWER PLANT | 1,215.00 | 30,631 | 88.26 | | | | |
| | 48 -5974402 | SECOND WATER SOURCE PROJEC | 2,500.00 | 144,500 | 139,500.00 | | | | |
| | 48 -5974403 | RAW WATER PUMP -30 INCH LI | 18,827.06 | 126,500 | 397.00 | | | | |
| | 48 -5975403 | SEWER LINE REPLACEMENT | 576.00 | 75,000 | 40,969.97 | | | | |
| | ** 2018-2019 YEAR TOTALS ** | | 546,399.57 | | | | | | |

NO ERRORS

** END OF REPORT **

| FUND | AMOUNT |
|---|---|
| 01 | 157,438.81 |
| 02 | 190,578.79 |
| 03 | 2,303.38 |
| 05 | 0.00 |
| 08 | 1,152.03 |
| 09 | 6,854.37 |
| 11 | 0.00 |
| 14 | 0.00 |
| 16 | 0.00 |
| 24 | 0.00 |
| 26 | 0.00 |
| 27 | 6,557.44 |
| 28 | 9,928.80 |
| 29 | 43,899.20 |
| 30 | 24,602.67 |
| 32 | 37.90 |
| 33 | 799.00 |
| 35 | 13,821.17 |
| 36 | 1,750.00 |
| 38 | 0.00 |
| 41 | 43,693.95 |
| 42 | 0.00 |
| 44 | 26.17 |
| 46 | 10,509.13 |
| 48 | 32,446.76 |
| | 546,399.57 |

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda F |
| **Department:** | | | |
| **Prepared By:** | Peter Stasiak, City Manager | **Account Code:** | |
| **Date Prepared:** | May 6, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 5 |

## Subject

Consider and act upon, ratification of Change Order #1 (One) to Sunrise Construction, LLC for 4 (four) additional concrete junction boxes on the Indiana Avenue Drainage Improvement Project in the amount of $17,600.

## Recommendation

Staff recommends ratification of Change Order #1 for additional concrete junction boxes on the Indiana Avenue Drainage Improvement Project in the amount of $17,600. This will add 21 days to the contract resulting in a June 24th completion date.

## Discussion

NOTE: This change order was previous approved by the City Manager per Resolution 15-14.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

McALESTER OK
Small Town. Big Frontier.
PO Box 578 (1st & Washington) McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

April 30, 2019

Mayor & City Council
City of McAlester
28 E. Washington
McAlester, Oklahoma 74501

RE: Indiana Ave. Drainage Improvements - Change Order #1

Mayor & Council:

I received and approved change order #1 requesting immediate approval to build additional concrete boxes at the individual sewer services located at the residences. It was found after excavation that the residential sewer taps were at the same elevation as the new storm water pipe currently being installed. The construction of the boxes will allow the sewer service through the box so that storm water flows under the sewer line on normal flows and over the sewer line during high flows. This will require the addition of four (4) concrete boxes on the proposed improvements. The change order adds $17,600.00 to the contract.

This will be placed on the Consent Agenda for our City Council meeting on May 14, 2019. The item will include the change order, Engineers explanation and contractor extra cost detail ($17,600.00).

Sincerely,

Peter Stasiak

Peter Stasiak

CC: Toni Ervin
An Chen

INFRASTRUCTURE
SOLUTIONS GROUP, LLC
Consulting Engineers

April 30, 2019

David Horinek, Public Works Director
City of McAlester
P.O. Box 578
McAlester, OK 74502

Re: Change Order No. One (1)
Indiana Ave Drainage Improvements

Dear Mr. Horinek:

Enclosed for your review and execution are four (4) copies of Change Order No. One (1) for the referenced project.

It was discovered during construction today that the sanitary sewer service is in conflict with the new drainage pipe. The proposed solution is to build a concrete box and replace the sewer service through the box so that storm water flows under the sewer line on normal flows and over during high flows. We found the first one at 820 East Indiana. There are four homes on that side of the proposed improvements, so it is anticipated that this will occur at each residence.

We recommend this Change Order be approved. The contractor cannot proceed forward without the approval of this Change Order. Please ask the City Manager to approve the Change Order and then follow up with formal council concurrence. Upon approval please sign all four (4) copies. Please return two (2) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for distribution. Retain two (2) copies for your records, (Engineering Office and City Clerk Office).

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

Sincerely,
Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.
Branch Manager

RV
Enclosures

Project No. MC-17-18

**CHANGE ORDER**
**No. One (1)**

Date of Issuance: 4/29/2019 Effective Date: 4/29/2019

| | | |
|---|---|---|
| Project: Indiana Ave Drainage Improvements | Owner: City of McAlester | Owners Contract No.: MC-17-18 |
| Contract: Indiana Ave Drainage Improvements | | Date of Contract: April 9, 2019 |
| Contractor: Sunrise Construction, LLC | | |

**The Contract Documents are modified as follows upon execution of this Change Order:**
Description:
**Item No. 5**: Add 4 each Concrete Junstion Box @ $3,400/EA for a total addition of $13,600.00
**New Item**: Add 4 Remove and Replace Sewer Service Line through Conflict Box @ $1,000 each for a total addition of $4,000.00

Attachments: (documents supporting change):
1. Tabular Summary of Bid Line Items

| **Change in Contract Price:** | **Change in Contract Times:** |
|---|---|
| Original Contract Price: $ 69,324.00 | Original Contract Time: Calandar Days Substantial Completion: 45 days June 3, 2019 |
| Increase from previously approved Change Orders No. ____ to No. ____. $ - | Increase from previously approved Change Orders No. ____ to No. ____. Substantial Completion: 0 days |
| Contract Price prior to this Change Order: $ 69,324.00 | Contract Times prior to this Change Order: Substantial Completion: 45 days June 3, 2019 |
| Increase of this Change Order: $ 17,600.00 | Increase of this Change Order: Substantial Completion: 21 days |
| Contract Price incorporating this Change Order: $ 86,924.00 | Contract Times with all approved Change Orders: Substantial Completion: 66 days June 24, 2019 |

| Recommended: | Accepted: | Accepted: |
|---|---|---|
| by: ISG LLC Project Manager | by: Owner (Authorized Signature) / Title | by: Contractor (Authorized Signature) / Title |
| Date: | Date: | Date: 4/29/19 |

REGISTERED PROFESSIONAL ENGINEER ROBERT D. VAUGHAN 4/29/19 21702 OKLAHOMA

**City of McAlester**
**Indiana Avenue Drainage Improvements**

| Item | Description | Qty | Unit | Unit Price | Total Price | Change Order # 1 | Change Order # 1 Price | Updated Total Qty and Price | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 18-inch ADS HP Storm Pipe | 286 | LF | $65.00 | $18,590.00 | | $0.00 | 286 | $18,590.00 |
| 2 | 15-inch ADS HP Storm Pipe | 200 | LF | $65.00 | $13,000.00 | | $0.00 | 200 | $13,000.00 |
| 3 | Concrete Inlet Box A | 1 | LS | $3,500.00 | $3,500.00 | | $0.00 | 1 | $3,500.00 |
| 4 | Concrete Inlet Box B | 1 | LS | $3,350.00 | $3,350.00 | | $0.00 | 1 | $3,350.00 |
| 5 | Concrete Inlet Box C | 1 | LS | $3,400.00 | $3,400.00 | 4 | $13,600.00 | 5 | $17,000.00 |
| 6 | 6" Concrete Driveway Repair | 150 | SY | $110.00 | $16,500.00 | | $0.00 | 150 | $16,500.00 |
| 7 | Concrete Curb and Gutter | 82 | LF | $37.00 | $3,034.00 | | $0.00 | 82 | $3,034.00 |
| 8 | Aggregate Base, ODOT Type A (for Curb | 30 | SY | $100.00 | $3,000.00 | | $0.00 | 30 | $3,000.00 |
| 9 | Asphalt Surface Repair | 6 | Ton | $550.00 | $3,300.00 | | $0.00 | 6 | $3,300.00 |
| 10 | Solid Slab Sod | 275 | SY | $6.00 | $1,650.00 | | $0.00 | 275 | $1,650.00 |
| | | | | | | | | | |
| New | Remove and Replace Sewer Service Line through Conflict Box | 0 | | $1,000.00 | $0.00 | 4 | $4,000.00 | 4 | $4,000.00 |
| | | | | | | | | | |
| | | | | **Total Amount** | **$69,324.00** | | **$17,600.00** | | **$86,924.00** |

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda G |
| **Department:** | Expo – Finance | | |
| **Prepared By:** | Billy Sumner, Expo Mgr. | **Account Code:** | |
| **Date Prepared:** | May 6, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 1 |

**Subject**

Consider and act upon, authorizing the Mayor to sign an agreement with Precision Fireworks, LLC for the July 4th, 2019 fireworks display, to be held at the McAlester Expo Center on Thursday, July 4th, 2019 in the amount of $24,950.00

**Recommendation**

Motion to authorize the Mayor to sign an agreement with Precision Fireworks, LLC for the July 4th, 2019 fireworks display at the McAlester Expo Center.

**Discussion**

There are two bids, both from great companies for our 2019 fireworks display. Precision Fireworks has been used by Wilburton in years past and comes highly recommended. Hance Pyrotechnics has performed our show, for the past two years. Both companies show all the required documentation and are very similar in price. Hance has a higher shell count but Precision offers more variety of fireworks, as well as bigger sizes of fireworks to be used. With this being McAlester's 150 year celebration, we really want to offer our citizens a BIG show that will WOW them with variety. This is what led to the decision to recommend Precision Fireworks for the 2019 fireworks display.

**Approved By**

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | T. Ervin | | |
| **City Manager** | P. Stasiak | | |

**PRECISION FIREWORKS, LLC.**

Owner: Jesse Williams

Po Box 71 Era, TX 76238

EIN: 81-3887472

# PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT: (hereinafter referred to as "Agreement"), made and entered into this 14th day of May 2019, by and between:

Precision Fireworks, LLC. (hereinafter referred to as "SELLER") and

City of McAlester 4500 W HWY 270 McAlester, OK 74502 (hereinafter referred to as "Buyer").

1. TIME AND PLACE: POSTPONEMENT/CANCELLATION:

SELLER agrees to design, and execute a firework show, otherwise known as a Pyrotechnic Display, at approximately: 9:00-9:30 pm on the 4th day of July, 2019 at the following location:

Department of Corrections grounds located immediately North and across Hwy 270 from the East gate of the Expo grounds.

weather permitting. An alternate inclement weather date is hereby designated to be the 5th day of July 2019, at the same time and place set forth hereinabove. It is agreed and understood, by and between the parties hereto that the SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event SELLER should determine that the weather conditions are such that a unsafe or hazardous condition may exist, SELLER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereinabove. As a part of the authority stated hereunder, SELLER reserves the right to prematurely end or place a hold on the continuance of the display if, in the opinion of SELLER, the weather conditions change during the time the display is in progress so as to create unsafe or hazardous situations. In the event of any postponement or delay, BUYER shall be responsible for the actual expenses incurred as a result of additional time and /or expenses related to the postponement or delay, and it is specifically acknowledged that SELLER hereunder shall be in no way held responsible financially or otherwise, for the exercise of any judgement or assertion of any authority hereunder. In the event the display cannot be postponed to an alternate date, SELLER shall have the right to retain, and BUYER agrees to pay SELLER, 50% of the total contract price hereunder for expenses incurred and services rendered. If the display is rescheduled, by agreement of BUYER and SELLER, to the alternate date, as stated hereunder, and BUYER cancels the display, the SELLER has the right to retain, and BUYER agrees to pay SELLER, 100% of the total contract price hereunder agreed for expenses incurred and services rendered. If the display rescheduled on the alternate date, as stated hereunder, is canceled due to FORCE MAJEURE: (paragraph 12.), the SELLER has the right to retain, and BUYER agrees to pay SELLER, 100% of the total contract price hereunder.

3. INSURANCE:

SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER, and to be insured and covered by Five Million Dollars ($5,000,000.00) liability, combined single limit, for personal injury and property damage. Seller provides Insurance in the amount of Five Million Dollars (5,000.000.00) for Transportation of Class 1 Explosives Regulated by the D.O.T. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.

4. EQUIPMENT:

SELLER shall be responsible to install, set up, and remove the equipment and supporting hardware of the pyrotechnic display. BUYER shall provide sufficient trash receptacles for cleanup after execution of the display.

5. SECURITY/SAFETY:

BUYER is responsible for procuring and managing the following: adequate security personnel, barricades, ropes with flags, etc., to barricade all closed (dangerous) areas to spectators; traffic patrolmen, as necessary; security guards for crowd control and cleanup personnel to remove litter left by spectators or any persons other than SELLER; trash receptacles, as necessary for spectators; "No Parking" signs and directional signs, clearly designated by stakes, rope or fence, in a safe location, as designated by SELLER hereunder, for the proper and safe display of said pyrotechnic program, such space to be clear and free of all persons except those employed or expressly authorized by SELLER and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER; adequate fire protection for the area in which SELLER shall operate the display, and the surrounding spectator areas, or any other areas, as designated by SELLER (or other authority), for which Fire protection might be necessary: areas of sufficient clearance surrounding the display operation area, grandstand or other spectator viewing areas or ground upon which the display shall be operated, or pedestrians or vehicles, and any damage or liability arising out of damage or harm to any person, structure, vehicle, or other property within such areas specified by SELLER shall be complete and sole responsibility of BUYER hereunder; such areas to include but not be limited to public streets specified to be closed, parking areas specified as off-limits or public walkways specified to be closed. BUYER specifically acknowledges and affirms that it understands that the pyrotechnic display contracted for herein can cause substantial, severe and irreparable damage to persons and property, and that SELLER assumes no responsibility whatsoever for any property damage or injury to individuals within the areas specifically designated hereinabove as necessary to immediately surround the operations of the pyrotechnic display, areas from which pedestrian, or vehicle traffic should be restricted, areas which should be closed to access by pedestrians or vehicles, and areas which should be "off limits" and vacated from all persons and property.

6. OPERATIONS OF DISPLAY:

SELLER shall be responsible for all aspects of the setup and operation of the display.

7. PLACEMENT:

BUYER and SELLER shall mutually determine and agree upon the placement and arrangement of fireworks display devices, set pieces, props, spectator viewing areas, and any and all equipment involved with the pyrotechnic display or sound system to ensure the highest degree of show integrity and character, and present the audience the most aesthetic, artistic, and safest program possible. SELLER shall have sole discretion over placement necessitated by applicable federal, state or local safety, fire, or other regulations.

8. LICENSES OR PERMITS:

BUYER shall be responsible to obtain, for SELLER'S benefit, any city, state, or other licenses or permits required to execute the pyrotechnic display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance in accordance with paragraph 3 above, and other item required by the licensing authorities for issuance of such license or permits

9. COMPENSATION:

Compensation shall be made to the SELLER hereunder as follows: $12,475.00 at the signing of this Agreement, with the balance $12,475.00 due on or before the 4th day of JULY 2019. **The total amount of this contract is $24,950.00.** If, for any reason other than as addressed hereinabove, BUYER wishes to cancel this Agreement, there will be a cancellation fee in the amount of twenty-five percent (25%) of the total contract price hereunder, to be paid to or retained by SELLER if notice of cancellation is given by BUYER to SELLER at least fourteen (14) days before the date set forth in paragraph 1, and seventy percent (70%) if notice of cancellation is given less than fourteen (14)) days before the date set forth in paragraph 1, which is to be paid to or retained by SELLER.

If SELLER cancels this Agreement or the pyrotechnic display, for any reason other than; (1) inclement weather, (2) force majeure, or (3) nonperformance by or material breach of the terms of this Agreement by BUYER, all monies paid to SELLER by BUYER to the date of such cancellation will be refunded to BUYER and BUYER will have no further obligation under this Agreement. Any applicable state or local taxes will be payable by the BUYER.

10. ACCOMMODATIONS:

All expenses are included with the purchase price of the show.

11. INDEMNIFICATION:

It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees, and persons and organizations independently contracted by SELLER, from and against all losses, damages, demands, costs, claims, suits, and other related actions or proceedings, of whatever nature or kind resulting from damages to any property and/or from bodily or personal injuries to and /or the death of any persons arising in any way out of the transportation, storage, handling, sale, use or execution of the fireworks furnished under the terms of this Agreement, or arising out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, **to the extent of the negligence or wrongful acts of the BUYER or a person for whom the BUYER is legally or contractually responsible**, or from a source other than one for which insurance coverage has been provided pursuant to paragraph 3 of this Agreement above.

It is understood that SELLER will indemnify and hold harmless the BUYER hereunder, its agents, employees, and persons and organizations independently contracted by BUYER, from and against all losses, damages, demands, costs, claims, suits, and other related actions or proceedings, of whatever nature or kind resulting from damages to any property and/or from bodily or personal injuries to and /or the death of any persons arising in any way out of the transportation, storage, handling, sale, use or execution of the fireworks furnished under the terms of this Agreement, or arising out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, **to the extent of the negligence or wrongful acts of the SELLER or a person for whom the SELLER is legally or contractually responsible**, or from a source other than one for which insurance coverage has been provided pursuant to paragraph 3 of this Agreement above.

12. FORCE MAJEURE:

Subject to the provision of paragraph one (1) hereinabove, any failure or omission of BUYER or SELLER under this Agreement due to an act of GOD, enactment, rule, order of any act of government instrumentality (whether federal, state, or local), or other causes beyond the control of BUYER or SELLER, or force majeure will not constitute a breach or default under this Agreement.

13. CONSTRUCTION/APPLICABLE LAW:

If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, or if any such provision is waived or not enforced by any party hereunder, the remainder to the provisions of this agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement, including any documents incorporated or referred to herein, Constitutes the entire Agreement between the Parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Texas, and that any aspect of this Agreement shall be controlled by and interpreted under the laws of the State of Texas, as they may exist from time to time.

14. ATTORNEY'S FEES:

If any legal action is necessary to enforce the terms and conditions of This Agreement, the prevailing party shall be entitled to recover all costs of suit and reasonable attorney's fees.

15. The BUYER and SELLER have agreed that the general guidelines of the display will consist of 216-3" shells, 180-4" shells, 144-5" shells, 70- 6" shells, 20- 8" shells, 10- 10" shells, 2- 12" shells, 1- 16" shell, 0 Class C cakes and 5 Class B cakes, according to the Pyrotechnic Proposal.

THIS CONTRACT / Agreement is binding only after it has been signed by all parties hereto and returned to SELLER with the required deposit, as set forth hereinabove.

Precision Fireworks, LLC.

By: Date: 5/14/2019
Jesse Williams, Owner/President

Company:_____

By:_____ Date:_____

Title: _____

Original: Sellers Copy
Copy: Buyers Copy

# PRECISION FIREWORKS, LLC.
# PYROTECHNIC DISPLAY PROPOSAL

City of McAlester, Oklahoma
Southwest Expo Center
4500 W Highway 270
PO Box 578
McAlester, OK 74502
on

July 4th, 2019

This proposal is for a HIGH "AERIAL" Display, fired with state-of-the-art wireless technology. The duration of the display will be approximately 20 to 25 minutes. The colors displayed in the show will vary and include Gold, Gold Glitter, Silver, Silver Glitter, Red, White, Blue, Coral, Yellow, Pink, Green, Purple, Aqua Blue, Orange, and effects such as Whistles, Crackling Dragon Eggs, Comets, Mines and Spinners. We utilize high end Yung Feng & American Made Shells. The shell count is as follows:

| | SHOW | FINALE<br>3" - 420 |
|---|---|---|
| 3" | 216 each | |
| 4" | 180 each | |
| 5" | 144 each | |
| 6" | 70 each | |
| 8" | 20 each | |
| 10" | 10 each | |
| 12" | 2 each | |
| 16" | 1 each | |
| | 'Need to verify safety distance in person' for 12" & 16" | |
| | --- | --- |
| TOTAL | 1063 SHELLS | (20-25 minutes) |

LOW-LEVEL EFFECT CAKES will be used in a multiple position front facing the spectators, and shot simultaneous:

None- Class C cakes

5- Class B 3"- cakes

Total cakes 5

Note: Effect of cakes may vary due to availability.

This Pyrotechnic proposal is subject to Oklahoma State Regulations governing Pyrotechnic Displays, NFPA 1123 guidelines, and approval of the Authority Having Jurisdiction of the proposed Pyrotechnic Display location.

The information contained in this proposal is intended for the individual or entity named above. Any dissemination, distribution or copying of this communication is strictly prohibited.

**Precision Fireworks, LLC**
PO Box 71
Era, TX 76238 US
precisionfireworks1@gmail.com

# Estimate

www.precision-fireworks.com

| ADDRESS | SHIP TO |
|---|---|
| City of McAlester<br>PO Box 578<br>McAlester, OK 74502 | City of McAlester<br>PO Box 578<br>McAlester, OK 74502 |

| ESTIMATE # | DATE |
|---|---|
| 1021 | 05/14/2019 |

| SHIP DATE | SHIP VIA | SALES REP |
|---|---|---|
| 07/03/2019 | Hazmat | Jesse Williams |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 05/14/2019 | **3"F** | Finale Chains | 100 | | |
| 05/14/2019 | **3"F Silver** | Finale Chains Silver | 100 | | |
| 05/14/2019 | **3"F-Glitter** | Finale Chains Glitter | 100 | | |
| 05/14/2019 | **3"F-Gold** | Finale Chains assorted w/gold tail | 120 | | |
| 05/14/2019 | **LDD313** | 3" 1/2 Color 1/2 Salute- 60 secs | 3 | | |
| 05/14/2019 | **LDD317** | 3" 25s peanut 1/2 color 1/2 salute-70 secs | 2 | | |
| 05/14/2019 | **3"** | Assorted effects A | 72 | | |
| 05/14/2019 | **3" Asst. B W/tail** | 3" Assortment B W/Tail 72/1 | 72 | | |
| 05/14/2019 | **3"** | Assorted effects C | 72 | | |
| 05/14/2019 | **4" American Made** | 4" American Made shells/Italian mad shells | 36 | | |
| 05/14/2019 | **4" Asst. A** | 4" Assortment A 36/1 | 36 | | |
| 05/14/2019 | **4" Asst. B W/Tail** | 4" Assortment B W/Tail 36/1 | 36 | | |
| 05/14/2019 | **4" Asst.B** | 4" Assorted B shells | 36 | | |
| 05/14/2019 | **4"** | 36 Assorted effects C | 36 | | |
| 05/14/2019 | **5"** | 24 Assorted effects E | 24 | | |
| 05/14/2019 | **5" Assortment B w/ tail** | 18 Assorted effects w/tail | 24 | | |
| 05/14/2019 | **5" Display Shells Asst. B 24/1** | 5" Display Shells Assortment B 24/1 | 24 | | |
| 05/14/2019 | **5"YF** | 5" Yung Feng Asst. Grade S 24/1 | 24 | | |
| 05/14/2019 | **5"YF** | 5" Yung Feng Asst. Grade S 24/1 | 24 | | |
| 05/14/2019 | **5" pixie** | Pixie dust willow long duration gold | 24 | | |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 05/14/2019 | **6"** | 10 Assorted effects A | 10 | | |
| 05/14/2019 | **6" Smiley Face Asst.** | 6" Smiley Face Assortment-Red, Yellow, Blue, Green, Orange, | 10 | | |
| 05/14/2019 | **6" Heart** | 6" Heart Pattern | 10 | | |
| 05/14/2019 | **6"YF** | 6" Yung Feng Asst. Grade-S | 10 | | |
| 05/14/2019 | **6" Asst. B** | 6" Assortment B-10/1 | 10 | | |
| 05/14/2019 | **6" w/Tail** | 10Assorted effects w/tail | 10 | | |
| 05/14/2019 | **6"** | 10 Assorted Flower crown effects | 10 | | |
| 05/14/2019 | **8" Jinsheng** | Precision assortment 6/1 | 6 | | |
| 05/14/2019 | **8"- Display Shells-Asst.C** | Precision Assortment C 6/1 | 6 | | |
| 05/14/2019 | **8"** | 8" Shell mod- yung feng | 4 | | |
| 05/14/2019 | **8"** | 8" American made Asst. | 4 | | |
| 05/14/2019 | **10" F&F** | American made F&F Golden Willow | 2 | | |
| 05/14/2019 | **10" Yung Feng** | 10" Yung Feng Assortment | 2 | | |
| 05/14/2019 | **10"** | 10" Shell mod-yung feng | 2 | | |
| 05/14/2019 | **10" F&F** | American made F&F Silver Twinkle to Aqua to Orange | 1 | | |
| 05/14/2019 | **10" F&F** | American made F&F Magenta to Gold Willow | 1 | | |
| 05/14/2019 | **10" F&F** | American made F&F Sapphire Blue to Lemon Yellow to Tangerine | 1 | | |
| 05/14/2019 | **10" F&F** | American made F&F Hot Pink to Emerarid Green to Magenta | 1 | | |
| 05/14/2019 | **12" PLSC** | 12" American Made Purple to lemon strobe chrys pistil | 2 | | |
| 05/14/2019 | **16"** | 16" American Made Shell Ruby Red to White to Sapphire Blue to Willow Diadem | 1 | | |
| 05/14/2019 | **E-match** | | 1,200 | | |
| 07/04/2019 | **Turnkey Show** | Electronically Fired Show. | 1 | 24,950.00 | 24,950.00 |
| | | TOTAL | | | **$24,950.00** |

Accepted By

Accepted Date

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/14/2019

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
Allied Specialty Insurance, Inc.
10451 Gulf Blvd
Treasure Island, FL 33706-4814

CONTACT NAME: Michelle Kugler
PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695
E-MAIL ADDRESS: mkugler@alliedspecialty.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: T.H.E. Insurance Company | 12866 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
PRECISION FIREWORKS, LLC
P O BOX 71
ERA TX 76238

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | CPP0105964-02 | 12/02/2018 | 12/02/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ N/A |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | CPP0105964-02 | 12/02/2018 | 12/02/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | ELP0012781-01 VL | 12/02/2018 | 12/02/2019 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | Coverage is afforded in the State(s) of: | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | Each Occurrence Limit<br>Aggregate Limit | |

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

Display Date: 7/4/2019 Rain Date: 7/5/2019 Location: Department of Corrections grounds McAlester, OK

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured: City of McAlester, Department of Corrections Jackie Brannon Correctional Facility

**CERTIFICATE HOLDER**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Carol A Serra

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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

03/07/2019

# NOTICE OF CLEARANCE

## for individuals transporting, shipping, receiving, or possessing explosive materials.

**ISSUED TO:** PRECISION FIREWORKS LLC

**NOTICE DATE:** 03/07/2019

Federal Explosives license/permit no.: 5-TX-097-51-9M-01946
Expiration Date: **December 1, 2019**
Explosives License/Permit Type: 51-IMPORTER OF EXPLOSIVES

**EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.**

1. **WARNING.** Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
2. **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
3. **CHANGE IN RESPONSIBLE PERSONS.** You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
4. **CHANGE OF EMPLOYEES.** You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

**Premises Address:** 2116 COUNTY ROAD 332
ERA, TX 76238

**Mailing Address:**
PRECISION FIREWORKS LLC
PO BOX 71
ERA, TX 76238

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

**PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.**

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

**Number of RESPONSIBLE PERSON(S) :** 1
**Number of EMPLOYEE POSSESSOR(S):** 39

| LAST NAME, First Name, Middle Name | Clearance Status |
|---|---|
| **RESPONSIBLE PERSONS:** | 1 |
| 0001 WILLIAMS, JESSE JAY | Cleared |
| **EMPLOYEE POSSESSORS:** | 39 |
| 0001 ALATORRE, FRANCISCO LUJAN | Cleared |
| 0002 BALDWIN, ANDREW GREGORY | Cleared |
| 0003 BALT, EMMA ALICIA | Cleared |
| 0004 CLINTON, JAMES WILLIAM II | Cleared |

continued

| LAST NAME, First Name, Middle Name | Clearance Status |
|---|---|
| 0005 COOPER, DARYL WAYNE II | Cleared |
| 0006 DORAN, SARAH CHRISTINE | Cleared |
| 0007 ELDRIDGE, RYAN AARON | Cleared |
| 0008 ENRIQUEZ, JASMIN JENELLE | Cleared |
| 0009 ESCOBEDO, BARRY LEE | Cleared |
| 0010 GRIFFIN, JOHN ROBERT | Cleared |
| 0011 GRIFFIN, RUSSELL WILLIAM | Cleared |
| 0012 HARPER, ROBERT CHRISTIAN | Cleared |
| 0013 JONES, MICHAEL KEITH | Cleared |
| 0014 KIRKPATRICK, DANIEL LEE | Cleared |
| 0015 MUSICK, AMBER DAWN | Cleared |

**OFFICE OF THE SECRETARY OF STATE**

**STATE OF OKLAHOMA**

# CERTIFICATE OF REGISTRATION
# OF
# LIMITED LIABILITY COMPANY

*WHEREAS, the Application for Registration of*

**PRECISION FIREWORKS, LLC.**

*organized under the laws of the State of* **TEXAS** *has filed in the office of the Secretary of State duly authenticated evidence of its organization and application for registration to transact business in this State, as provided by the laws of the State of Oklahoma.*

***NOW THEREFORE, I,*** *the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing the registration of said limited liability company to transact business in this state.*

***IN TESTIMONY WHEREOF, I*** *hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

*Filed in the city of Oklahoma City this 27th day of September, 2016.*

***Secretary of State***

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JESSE WILLIAMS

2 Business name/disregarded entity name, if different from above
PRECISION FIREWORKS, LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)
PO BOX 71

Requestor's name and address (optional)

6 City, state, and ZIP code
ERA, TEXAS 76238

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

or

**Employer identification number**
8 1 - 3 8 8 7 4 7 2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ Date ▶ 11-13-2017

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

U.S. Department of Transportation
**Federal Motor Carrier Safety**

1200 New Jersey Ave., S.E.

**Administration** Washington, DC 20590

December 21, 2018

In reply refer to:
USDOT Number: 3129980

JESSE WILLIAMS
PRESIDENT/DIRECTOR
PRECISION FIREWORKS LLC
PO BOX 71
ERA, TX 76238

Dear JESSE WILLIAMS:

**HAZARDOUS MATERIALS SAFETY PERMIT**
**HM Safety Permit ID: US-3129980-TX-HMSP**
**Effective Date: December 21, 2018**

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning December 21, 2018 and remain effective through October 31, 2020 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

**Hance Pyrotechnics**
**201 Remington Place**
**Tahlequah, Oklahoma 74464**
**458-1758**
**www.hancefireworks.com**
**sales@hancefireworks.com**

# AGREEMENT FOR FIREWORKS DISPLAY

**THIS AGREEMENT** made and entered into this **14th day of May 2019**, by and between Hance Pyrotechnics, whose principal place of business is Tahlequah, Oklahoma, sometimes hereinafter referred to as **Seller**, and **City of McAlester Southeast Expo Center 4500 W Highway 270 McAlester, OK 74502** sometimes hereinafter referred to as **Purchaser,**

**WITNESSETH:**

**WHEREAS,** Hance Pyrotechnics, was the successful bidder for a pyrotechnic display (hereafter "fireworks display") to be performed and displayed on **July 4, 2019**, for Client, and

**WHEREAS,** Hance Pyrotechnics is to perform the fireworks display in a manner consistent with the highest degree of care with respect to the safety of viewers and improvements located in the area where the fireworks will be set off, and

**WHEREAS,** in exchange for signing this contract, Hance Pyrotechnics shall be entitled to a payment of the successfully bid amount of **$24,856.36** inclusive of tax, payable as hereafter provided.

**NOW THEREFORE,** the parties hereto agree as follow:

1. Seller's responsibilities with respect to fireworks display: Seller agrees to provide all necessary fireworks; fireworks display materials, and the personnel necessary to perform the fireworks display. Seller shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the display other than the issues for which Purchaser is responsible. Seller shall provide qualified pyrotechnicians who will deliver, set up, execute and take down the fireworks display. The pyrotechnicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time and the completion of the display, etc. Seller shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and the Purchaser will be responsible for the cost thereof.

2. Purchaser's responsibilities with respect to fireworks display: Purchaser agrees to (a) provide a sufficient area for the display and to have area mowed as to prevent fire hazards, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., and (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public, and provide cleanup for the display site.

3. Compensation to Seller: Purchaser shall pay to Seller the amount of **$24,856.36**. The sum shall be paid to Seller with **50% down** as a non refundable deposit upon signing the contract, and remaining amount due on or before the contracted date of the display.

4. Weather, election to postpone: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is present on the day the display is scheduled to occur, the event may be postponed by mutual agreement by the parties. The fireworks display shall not be performed in the event any government body or agency with authority in regard to the

Fireworks display shall direct, in writing or otherwise, that the display should not occur. The event will

then be rescheduled by mutual agreement by the parties to the rain date within the calendar year and The Purchaser agrees to pay an additional cost of not more than $200.00 per day, but is limited to not more that 3 days, for security Seller will arrange for said security.

Should the event be moved to another date or a new location within the calendar year Purchaser agrees to pay Seller an additional fee equal to: 10% for a postponement notice of 6-10 days before contract date, 15% for a postponement notice of 1-5 days before contract date, and 20% of the contracted amount to cover the cost of display equipment, crews, and the dismantling of the fireworks display but only if postponed on the contracted date. Purchaser also agrees to pay all permit and insurance fees that have and will occur with the postponement.

5. Insurance: Seller is required to provide at its expense liability insurance coverage to cover liability in the amount of **$5,000,000.00** associated with the fireworks display. Such coverage shall name Purchaser as an additional insured.

6. Liability:

a. Performance: Seller shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Should conditions arise that the fireworks display is recommended by the Seller to be rescheduled due to the above conditions, a reschedule date will be within the calendar year acceptable to both parties for the balance of the fireworks display. Seller shall use its best efforts to ensure that the display will proceed as planned and Seller will secure, prepare and deliver said fireworks and/or will make necessary substitutions of equal or greater value.

b. Harm to third parties or property: Seller shall not be liable for harm to any Spectators, third parties, or improvements to property within the vicinity of the fireworks display area and that Purchaser will do everything possible to keep the fireworks display area clear of all Spectators, third parties, and improvements to property. Seller covenants that it will use its best efforts to avoid any such harm pursuant to the foregoing section.

7. Past due accounts: Purchaser shall be responsible for any balance that is not paid at the time it becomes due and shall bear interest at a rate of 1 3/4% per month compounded daily and for any and all collection cost, court cost, attorneys fees and all cost pertaining to the collection of payments, filings, processing, correspondence and fees for personnel and collection companies in the collection of payment.

8. No partnership or joint venture: The parties agree that Seller is a subcontractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display is left to the sole discretion of Seller.

9. Equipment: Seller shall supply all necessary equipment and mortars for the fireworks display, and are the sole property of Hance Pyrotechnics.

**IN WITNESS WHEREOF,** this agreement has been executed this ____day of _____, 2019.

| | |
|---|---|
| _____ | _____ |
| **Hance Pyrotechnics** | **By** _____ |
| **Neil Hance** | **Title** _____ |
| | _____ |
| **Seller** | **Purchaser** |

**Hance Pyrotechnics**
**201 Remington Place Tahlequah, OK 74464 (458-1758)**
**www.hancefireworks.com sales@hancefireworks.com**

Date:

July 4 Fireworks Display

30 January 2019

***FROM***

**Hance Pyrotechnics**
201 Remington Place
Tahlequah, Oklahoma 74464
918-458-1758
sales@hancefireworks.com
www.hancefireworks.com

***TO***

Name **City of McAlester**
Add **4500 W. Highway 270**
City **McAlester, Ok 74502**
Phone **918-424-1923**
billy.sumner@cityofmcalester.com
Contact **Billy Sumner**
Loc: **Mid City**

Show Budget $ 24,900.00

| ***Item Description*** | | Units/ case | ***Units Ordered*** | Price | ***Shot C Each*** | ***Extended Amount*** |
|---|---|---|---|---|---|---|
| | ***Aerial Shells*** | | | | | |
| **HP3-A** | Premium Assorted Shells w/ tails | 72 | **144** | $ 4.50 | 144 | $ 648.00 |
| **HP3-B** | Premium Assorted Shells w/ tails | 72 | **144** | $ 4.50 | 144 | $ 648.00 |
| **HP3-C** | Premium Assorted Shells w/ tails | 72 | **144** | $ 4.50 | 144 | $ 648.00 |
| **HP3-FSC** | Premium Assorted Chains Shells (5) | 60 | **120** | $ 5.00 | 120 | $ 600.00 |
| | | | **552** | | | |
| | ***4" Shells*** | | | | | |
| **HP4-A** | Premium Assorted Shells w/ tails | 36 | **72** | $ 8.15 | 72 | $ 586.80 |
| **HP4-B** | Premium Assorted Shells w/ tails | 36 | **72** | $ 8.15 | 72 | $ 586.80 |
| **HP4-C** | Premium Assorted Shells w/ tails | 36 | **72** | $ 8.15 | 72 | $ 586.80 |
| **HP4-D** | Premium Assorted Shells w/ tails | 36 | **72** | $ 8.15 | 72 | $ 586.80 |
| **HP4-FSC** | Premium Assorted Chains Shells (5) | 30 | **120** | $ 8.80 | 120 | $ 1,056.00 |
| | | | **408** | | | |
| | ***5" Shells*** | | | | | |
| **HP5-A** | Premium Assorted Shells w/ tails | 24 | **48** | $ 14.07 | 48 | $ 675.36 |
| **HP5-B** | Premium Assorted Shells w/ tails | 24 | **48** | $ 14.07 | 48 | $ 675.36 |
| **HP5-C** | Premium Assorted Shells w/ tails | 24 | **48** | $ 14.07 | 48 | $ 675.36 |
| **HP5-D** | Premium Assorted Shells w/ tails | 24 | **48** | $ 14.07 | 48 | $ 675.36 |
| **HP5-FSC** | Premium Assorted Chains Shells (5) | 20 | **80** | $ 14.57 | 80 | $ 1,165.60 |
| | | | **272** | | | |
| | ***6" Shells*** | | | | | |
| **HP6-A** | Premium Assorted Shells w/ tails | 9 | **31** | $ 26.00 | 31 | $ 806.00 |
| **HP6-B** | Premium Assorted Shells w/ tails | 9 | **31** | $ 26.00 | 31 | $ 806.00 |
| **HP6-C** | Premium Assorted Shells w/ tails | 9 | **31** | $ 26.00 | 31 | $ 806.00 |
| **HP6-D** | Premium Assorted Shells w/ tails | 9 | **31** | $ 26.00 | 31 | $ 806.00 |
| **HP6-E** | Premium Assorted Shells w/ tails | 9 | **31** | $ 26.00 | 31 | $ 806.00 |
| | | | **155** | | | |
| | ***8" Shells*** | | | | | |
| **HP8-A** | Premium Assorted Shells w/ tails | 4 | **4** | $ 57.59 | 4 | $ 230.36 |
| **HP8-B** | Premium Assorted Shells w/ tails | 4 | **4** | $ 57.59 | 4 | $ 230.36 |
| **HP8-C** | Premium Assorted Shells w/ tails | 4 | **4** | $ 57.59 | 4 | $ 230.36 |
| **HP8-D** | Premium Assorted Shells w/ tails | 4 | **4** | $ 57.59 | 4 | $ 230.36 |
| **4** | Premium Assorted Shells w/ tails | 4 | **6** | $ 57.59 | 6 | $ 345.54 |
| | | | **16** | | | |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | shells | 1409 | | | | |

Total Shot Count **1409**

**Ematch** 1409 **Shot Count**

**Total Weight** 1,141

| ***Net Items*** | | **Product Total** | $ | **15,111.22** |
|---|---|---|---|---|
| **Supplies, E match, Wire, Quick match** | | | $ | 1,818.14 |
| **Insurance Fee $5,000,000.00** | | 10% | $ | 2,490.00 |
| **Permit and License, Inspection fees** | | | $ | 200.00 |
| **Shipping and Handling** | | | $ | 2,000.00 |
| **Shooters Fees** | | 13% | $ | 3,237.00 |
| | | ***Net Order*** | $ | **24,856.36** |

**Total of** 1,409 **shots in Display**

## Electronic fired Show

X

X

Authorized Signature

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

# Federal Explosives License/Permit
## *(18 U.S.C. Chapter 40)*

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

| | | | |
|---|---|---|---|
| Direct ATF Correspondence To | ATF - Chief, FELC<br>244 Needy Road<br>Martinsburg, WV 25405-9431 | License/Permit Number | 5-OK-021-51-1K-00617 |
| Chief, Federal Explosives Licensing Center (FELC) | Christopher R. Reeves | Expiration Date | October 1, 2021 |

Name
HANCE PYROTECHNICS

**Premises Address** (Changes? Notify the FELC at least 10 days before the move.)
**22981 S 490 RD**
**TAHLEQUAH, OK 74464-**

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature | Position Title

Printed Name | Date

Mailing Address (Changes? Notify the FELC of any changes.)

HANCE, NEIL
HANCE PYROTECHNICS
201 REMINGTON PLACE
TAHLEQUAH, OK 74464-

Previous Edition is Obsolete

ATF Form 5400.14/5900.15 Part I
Revised October 2011

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address** *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession** *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

*(Continued on reverse side)*

Cut Here

**Federal Explosives License/Permit (FEL) Information Card**

License/Permit Name: **HANCE, NEIL**

Business Name: **HANCE PYROTECHNICS**

License/Permit Number: **5-OK-021-51-1K-00617**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **October 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

# Fireworks Distributor License
## State of Oklahoma
## Office of the State Fire Marshal
**2401 NW 23rd Street, Suite 4**
**Oklahoma City, Oklahoma 73107**

License Number
000017
Non-Transferable

If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Office of the State Fire Marshal for cancellation.

| Business Location | FEIN | Effective Date | Expiration Date |
|---|---|---|---|
| **HANCE FIREWORKS**<br>22981 S 490 Road<br>Tahlequah, OK 74464 | 81-5213200 | March 1, 2019 | March 1, 2020 |

**This license must be conpicusouly posted in the vicinity of the sales operation.**

OFFICE of the STATE FIRE MARSHAL

OFFICE OF THE STATE FIRE MARSHAL
OKLAHOMA

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**

# HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2017-2019

**Registrant:** HANCE FIREWORKS
Attn: NEIL HANCE
201 REMINGTON PLACE
TAHLEQUAH, OK 74464

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 082517 550 081ZA** **Effective: 07/01/2017** **Expires: 06/30/2019**

**HM Company ID: 182776**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and
(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

HANCE PYROTECHNICS
201 Remington Place
Tahlequah, OK 74464
918-458-1758
918-431-5876 cell

Attached is the bid you requested for your Fireworks Display.

Here are a few explanations to what you will be receiving in the way of shells and firing techniques.

**Shells are classed,**

***Premium shells:*** Are the very high quality shell's, consisting in high quality styles and effects, they are the best in color, burst and patterns.

***Specialty shells:*** Such as Yung Feng which are known for elaborate colors and very long duration. An example would be the Yung Feng Golden willow with red strobing stars and red strobing pistol, the duration will last almost to the ground, these are the best possible shell's available on the market, consisting in high quality Japanese styles and effects, they are the absolute best in color, burst and patterns.

All shells will be in the assorted variety so you will be getting the widest variety of colors, patterns, as well as the loud titanium salutes.

Our shows consist of an Opening, Main body of show, and Finale.
Openings are usually loud and attention getters, followed by a main body which is the assortment of multi effect shells then wrapping it up into a long Finale to finish the show.

All shows are electric fired to protect the operators and spectators and provide a more precise show.

If you have any questions please call.
We are looking forward to working with you.

Thank you
Neil Hance

Hance Pyrotechnics

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/10/2018

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 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**
Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 13083822330 FAX (A/C, No):
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : SCOTTSDALE INS CO | 41297 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Nell Hance
DBA Hance Pyrotechnics
201 Remington Place
Tahlequah OK 74464

**COVERAGES** **CERTIFICATE NUMBER:** 1095066111 **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | CPS2850139 | 8/12/2018 | 8/12/2019 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | CXS0009790 | 8/12/2018 | 8/12/2019 | EACH OCCURRENCE | $4,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $4,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Blanket Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

**CERTIFICATE HOLDER**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2019

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

CONTACT NAME: CompSource Mutual Insurance Company
PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102 FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : CompSource Mutual Insurance Company | 36188 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Hance Fireworks
201 Remington Place
Tahlequah, OK 74464

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 03156867 19 1 | 03/01/2019 | 03/01/2020 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000.00 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000.00 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000.00 |

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

CERTIFICATE HOLDER

Hance Fireworks
201 Remington Place
Tahlequah, OK 74464

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**STATE OF OKLAHOMA**
**OFFICE OF THE STATE FIRE MARSHAL**

January 24, 2012

Neil Hance
Hance Pyrotechnics
201 Remington Place
Tahlequah, OK 74464

Reference #: OSFM T/1 1

Dear Mr. Hance,

Let me be the first to congratulate you on becoming the first professional to obtain approval by the state fire marshal's office as a qualified Display Fireworks Trainer for the Oklahoma State Display Fireworks Operator licensing program.

It is the mission of the Oklahoma State Fire Marshal's office to ensure the safety of life and property to all its citizens and the public. With this precedent milestone it reconfirms the agency's course of action is dedicated to life safety standards regarding display operators and the public.

The issued number above is your specific identification as a trainer and instructor. Thank you for your contributions to this licensing program.

Sincerely,

JoAnne Sellars
Assistant State Fire Marshal

2401 NW 23rd Street, Suite 4 • Oklahoma City, Oklahoma 73107 • (405) 522-5005 • FAX (405) 522-5028

# McAlester City Council

# AGENDA REPORT

**TABLED FROM THE APRIL 23RD, 2019 REGULAR MEETING**

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda H |
| **Department:** | | | |
| **Prepared By:** | Joe Brawley, Pittsburg Co. Child Advocacy Center | **Account Code:** | |
| **Date Prepared:** | April 17, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 4 |

**Subject**

Consider and act upon, a request for funding from Pittsburg County Child Advocacy Center in the amount of $4,500.

**Recommendation**

Staff recommendation is to approve a request in the amount of $4,500 from Pittsburg County Child Advocacy Center in support of their services against child abuse.

**Discussion**

**Approved By**

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

Making a Difference
One Child at a Time

PC-CARE, Inc.-PITTSBURG COUNTY CHILD ADVOCACY CENTER
Pittsburg County Child Abuse Response Effort, Inc.

March 28, 2019

To: Pete Stasiak-McAlester City Manager

From: Joe Brawley-Board President PC-CARE Inc.

Re: Assistance for replacing recording equipment at the Child Advocacy Center

Dear Mr. Stasiak,

As you are aware, PC-CARE is currently facing a budget shortage primarily due to the unavailability of federal grant monies that we have been able to access in the past. Recently we have been experiencing recurring difficulties with our recording equipment at the CAC. This is of grave concern because it is imperative that we be able to provide our local prosecutors with clearly audible statements by child victims in order to support prosecution of perpetrators. At the present time we are unable to depend on our equipment to provide the quality recordings needed.

Therefore, we are requesting assistance to pay for a new recording system for the Center. WAV 11 has submitted an estimate of approximately $4,500.00 to replace our current system. We would be very appreciative if the City could provide us with that amount so that we can continue to provide this very important service for child victims in Pittsburg County.

Sincerely,
Joe Brawley
Joe Brawley

501 E. Delaware
McAlester, OK 74501

Phone: 918-420-2273
Fax: 918-420-5122

NATIONAL
CHILDREN'S
ALLIANCE®

ACCREDITED

PC-CARE, Inc.-PITTSBURG COUNTY CHILD ADVOCACY CENTER
501 East Delaware, McAlester, Ok. 74501
Phone: 918-420-2273 Fax: 918-420-5122
McAlester_CAC@sbcglobal.com

- Training is not only important to the process of child abuse investigations, it is essential in order for us to be able to be eligible for any state or federal funding. We are accredited through the National Children's Alliance which requires that we maintain ongoing training of team members. In the past we have funded this training primarily by means of a $10,000 annual federal grant.

- However, in recent years those funds have been drastically reduced. Our projection is that we will have no federal money to invest in training this year. Without being able to fund ongoing training (required by NCA) we will not be eligible for the state dollars: approximately $82,000 this year by which we are able to maintain operation of the CAC ie: rent, insurance, supplies, salaries for employees (1 full time and one part time). We also pay for an annual audit of our finances by an outside CPA.

- .In conclusion, we are in serious need of more funding to be able to continue to operate the CAC and offer what we think are valuable services to this community. Therefore, we are humbly requesting $5,000, which will be used for ongoing training of our team members.

Sincerely,
Joe Brawley
Joe Brawley-President Board of Directors

2/14/2019

To whom it may concern:

In the mid-nineties I was a lieutenant with the Criminal Investigation Division of the McAlester Police Department. I became aware of the difficulties in investigating child physical abuse and child sexual abuse.

At the time several cities were developing Child Advocacy Centers (CAC). These are locations where children are taken to further the investigation of physical or sexual abuse. The CAC is a child friendly environment, they have forensically trained interviewers and law enforcement is present to view the interviews from a separate room. These centers have the ability for a sexual assault nurse examiner (SANE) to expertly examine the victim and preserve evidence for prosecution of offenders.

I was on the founding Board of PC-CARE, the Pittsburg County-Child Abuse Response Effort. The effort included the fields of law enforcement, medical, prosecution, child welfare, and mental health. This group organized and quickly opened a CAC for our county. This allows us to more efficiently investigate and prosecute crimes against children.

PC-CARE has also been very helpful in the training of MPD investigators. Each year investigators are sent to exceptional seminars both in and out of state for the most up to date forensic training on crimes against children. PC-Care bears the entire cost of the training, travel and per diem for our officers.

The CAC is also the location where meetings are held on a weekly basis to discuss the investigations that are active. Regular attendees include child welfare, law enforcement, prosecutors, and medical professionals. This group discusses each case and offers suggestions and recommendations to further the investigation.

I have been informed that loss of grants has adversely affected the budget of PC-CARE and for them to continue to provide this critical service a new source of funding must be found.

Knowing how the investigation and prosecution of these crimes against children were conducted before PC-CARE and the CAC came into existence and how much better they are now, I must offer my earnest request to extend to PC-CARE whatever assistance that can be provided.

Sincerely,

Gary Wansick

Gary Wansick

# Pittsburg County Sheriff's Office

CHRIS MORRIS
SHERIFF

FRANKIE McCLENDON
UNDERSHERIFF

To Whom It May Concern:

This is a letter to acknowledge that the Pittsburg County Sheriff's Office totally supports our local child advocacy center, PC CARE (Pittsburg County Child Abuse Response Effort). The center is used by deputies when an investigation concerning child abuse is reported or alleged. The advocacy center is a child friendly environment where the victims of child abuse can feel secure yet away from the confines of a police department or sheriff's office. Pittsburg County has a multidisciplinary team in place that works together to investigate child abuse crimes. The team is comprised of law enforcement, child welfare, prosecution, medical professional, and mental health professional. The team members can conduct their portion of the investigation at the advocacy center so the victim and their families are not having to make multiple appointments. The advocacy center has an interview room which is designed to be kid-friendly and equipped with video recording. The victim is interviewed at the center by a trained forensic interviewer. Other members of the team may view the interview from an adjoining room and correspond with the interviewer by radio should specific topics or questions need to be addressed. This process allows for the victims to only have to relive the trauma they have suffered one time. Prior to the advocacy center and multidisciplinary team, the victim would often be interviewed four or five different times and the agony of telling their story caused even more trauma. A medical professional called a SANE (Sexual Assault Nurse Examination) nurse can conduct the exam at the advocacy center with the medical equipment provided. Child welfare and mental health professionals are on site to explain services that are available to victims and the family. This approach has changed the way child abuse investigations are now conducted and progress is evident in each section of the multidisciplinary team. PC CARE has also provided specialized training to members of the team to keep them up to date with new methods or practices concerning child abuse investigations.

PC CARE has been funded primarily through grants at the state or federal level since its opening in 1997. Team members have also conducted fundraisers and the Ryan's Run is held every year with the proceeds going to the advocacy center. The funding has been drastically reduced for the past several years and the Legislature has not listened to our concerns about losing valuable advocacy centers across the state due to lack of funding. PC CARE is a very valuable asset to conducting child abuse crimes but the victims of child abuse will be the ones that will suffer the most if we should have to close. Should

1210 N West St * McAlester, Oklahoma 74501 * 918-423-5858 * Fax 918-423- 6117

# Pittsburg County Sheriff's Office

**CHRIS MORRIS**
**SHERIFF**

**FRANKIE McCLENDON**
**UNDERSHERIFF**

that occur, law enforcement could then be forced to drive these children to an advocacy center over two hours away to complete their duties. The families of the victim would be burdened with this same issue and the expense of getting to and from whatever facility is available. PC CARE is committed to providing services to these children who have been the innocent victims of the most horrible crimes. Please consider providing any funding that you may have available to the advocacy center to keep these services available. The Pittsburg County Sheriff's Office supports PC Care and the advocacy center. Thanks for your consideration in this matter.

Chris Morris
Sheriff Chris Morris
02-13-2019

Frankie McClendon
Undersheriff Frankie McClendon
02/13/2019

1210 N West St * McAlester, Oklahoma 74501 * 918-423-5858 * Fax 918-423- 6117

# CHILD WELFARE SERVICES

District 18 – Jerrel Hoffman, Director
1900 South Main Street
McAlester, Oklahoma 74501
918-421-6100


To: Whom It May Concern

From: Jerrel Hoffman, Director, District 18 Child Welfare

Date: February 22, 2019

Re: Request for Funding – PC CARE, Inc.

In my role as District Director for Child Welfare in Pittsburg and Haskell Counties, I have been asked to write a letter of support for PC-CARE, Inc. – Pittsburg County Child Advocacy Center. PC-CARE, Inc. is a pivotal part of the child protection team in Pittsburg County. Their work with us helps to ensure that children are protected and information is gathered in the least invasive way possible. This is accomplished through the work of law enforcement, forensic interviewers and nurses specially trained in the collection of evidence which can be used both in juvenile court and in criminal proceedings.

One key facet of PC-CARE, Inc's role on the child protection team is the provision of training, not just to their own staff, but to law enforcement, child welfare staff and medical professionals. Without this training, the quality of child abuse and neglect investigations would be negatively impacted. It goes without saying that the protection of our children and families is paramount to the growth and livelihood of our community.

It has come to my attention that the funding source for this valuable training is in jeopardy and PC-CARE, Inc. has requested assistance through your office to maintain this critical training. I know that you must receive numerous requests for funding and I understand that monies are in short supply. However, I cannot think of a more important way to impact the lives of children and families in our community than to invest in their protection. By supporting PC-CARE, Inc., you are also supporting the work that our office carries out every day.

I appreciate your time and consideration in this matter. If you have any questions, please feel free to contact me at the number above.

Respectfully,

Jerrel Hoffman, District 18 Director

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda I |
| **Department:** | | | |
| **Prepared By:** | Stephanie Wilson, PCREA Secretary | **Account Code:** | |
| **Date Prepared:** | May 6, 2019 | **Budgeted Amount:** | 5,000.00 |
| | | **Exhibits:** | 1 |

## Subject

Consider and act upon, approving a contribution to the Pittsburg County Regional Expo Authority Board in the amount of $5,000.00 along with in-kind services amounting to $7,000.00.

## Recommendation

Motion to approve a contribution to the Pittsburg County Regional Expo Authority Board in the amount of $5,000.00 along with in-kind services amounting to $7,000.00.

## Discussion

The Pittsburg County Regional Expo Authority Board is requesting assistance with repairs and improvements to the barns and grounds. Due to the majority of organizations utilizing the facilities being non-profit, they have experienced a shortfall in their operational funding. Attached is an itemized list of the repairs and improvements that are needed.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

# Pittsburg County Regional Expo Authority

PO Box 1961
McAlester, OK 74502

TO: McAlester Mayor, City Manager and City Council Members

FROM: Pittsburg County Regional Expo Authority

DATE: April 30, 2019

REF: Request for Funding

**Mission:** The mission of the PCREA is the Maintenance and Operations of the Pittsburg County Fairgrounds, Barns and Amphitheatre. We work with the following organizations to promote therapy and learning, personal development, agriculture and livestock production, arts and crafts, festivals, car shows, rodeos and church events at little or no charge: TEAM (Therapeutic Equine Association of McAlester); Pittsburg County Free Fair; Pittsburg County Jr. Livestock Show; Italian Festival; McAlester Ranch & Home Show; and Coffee-Haney Auctions.

**Objective:** To improve and update the facilities to be able to hold concerts, events, and promote tourism in our county.

**Situation:** At present, we are still without bathrooms, at the Pittsburg County Fairgrounds. We have purchased a container to store the Italian Festival's inventory to make the building available for the reconstruction of bathrooms can be started. We insulated four of the five barns and installed new walk thru doors. This leaves one more barn that needs two overhead doors, two walk thru doors and insulation installed. We still have electrical outlets, junction boxes and bracing that need to be updated and replaced.

**Support:** During the past year, there have been several improvements made to the barns and grounds. One container, four barns and office building insulated, 11 new walk thru doors installed, and 44 new livestock panels and gates were purchased. All of this has been possible from donations, funds from The City and The County, and the Pittsburg County Livestock Board. We hope to continue the improvements that we started over three years ago.

**Benefits:** With upgrades the barns are slowly being used more. With continued support we can continue to make improvements and bring a positive influence for The City of McAlester and the Expo as well.

Estimate of needs: Funding for the purchase of:

| | |
|---|---|
| Replace overhead doors x 2 | $ 8,000.00 |
| Replace two walk thru doors | 1,000.00 |
| Insulate barn | 12,000.00 |
| Reconstruct Bathrooms | 30,000.00 |

| | |
|---|---|
| Funds Requested: | $ 5,000.00 |
| In-Kind Services | 7,000.00 |
| Total | $12,000.00 |

Sincerely,

Stephanie Wilson
PCREA Secretary

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda J |
| **Department:** | City Manager | | |
| **Prepared By:** | Toni Ervin, Assistant City Manager | **Account Code:** | |
| **Date Prepared:** | May 6, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 6 |

## Subject

Consider and act upon, authorizing the Mayor to sign the update to the Wholesale Water Purchase Contracts.

## Recommendation

Staff recommends that the council make a motion to approve the Wholesale Water Purchase Contracts.

## Discussion

Attached is a copy of our contract for our Wholesale Water Customers Districts. These contracts have been updated based on our fiscal year which runs from July 1st to June 30th. We have not changed any terms of the previous contracts. The 2018 CPI-U rate was 2.4%. The rate will change from $3.61 to $3.70 per 1000 gallons effective July 1, 2019.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

May 14, 2019 VIA CERTIFIED MAIL

Pittsburg County RWD #5
P.O.BOX 102
McAlester, OK 74502-0102

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. The contracts have been updated based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement.
The CPI-U for 2018 calendar year was 2.4%. Please note the rate is scheduled to change from $3.61 to $3.70 per 1000 gallons effective July 1, 2019.

**Please return one copy of the executed Contract and keep one copy for your files.**

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #5, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #5, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

DATE: _____

ATTEST:

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

DATE: _____

ATTEST:

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

May 14, 2019 VIA CERTIFIED MAIL

Pittsburg County RWD #6
515 E. Cherokee,
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. The contracts have been updated based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement.
The CPI-U for 2018 calendar year was 2.4%. Please note the rate is scheduled to change from $3.61 to $3.70 per 1000 gallons effective July 1, 2019.

**Please return one copy of the executed Contract and keep one copy for your files.**

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #6, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

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III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

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B. Failure to Deliver

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notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

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It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

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G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

DATE: _____

ATTEST:

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

DATE: _____

ATTEST:

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #6, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

May 14, 2019 VIA CERTIFIED MAIL

Pittsburg County RWD #7
515 E. Cherokee,
McAlester, OK 74502

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. The contracts have been updated based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement.
The CPI-U for 2018 calendar year was 2.4%. Please note the rate is scheduled to change from $3.61 to $3.70 per 1000 gallons effective July 1, 2019.

**Please return one copy of the executed Contract and keep one copy for your files.**

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #7, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

DATE: _____

ATTEST:

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

DATE: _____

ATTEST:

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #7, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

May 14, 2019 VIA CERTIFIED MAIL

Pittsburg County RWD #09
515 E. Cherokee Ave
McAlester, OK 74501-5335

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. The contracts have been updated based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement.
The CPI-U for 2018 calendar year was 2.4%. Please note the rate is scheduled to change from $3.61 to $3.70 per 1000 gallons effective July 1, 2019.

**Please return one copy of the executed Contract and keep one copy for your files.**

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #09, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

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F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #09, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

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1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

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C. Modification of Contract

It is mutually agreed that the provisions of this contract may be modified or altered by mutual agreement of the parties.

It is stipulated that the wholesale water rate stated herein is based on operation, maintenance, and administrative costs of production and the delivery of potable water and an estimated cost for required modification and/or upgrading of our water treatment facility. At such time as the scope of an additional Water Treatment Plant and ancillary equipment is determined to meet increased water consumption on the City of McAlester water system, rates may be adjusted by the City to reflect updated charges for capital to finance a portion of projected constructed costs. Further, upon completion of construction, rates will be adjusted to reflect actual construction costs.

D. Regulatory Agencies

That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and the City and the District will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

E. Assignment

This contract may be assigned by the District to the United States Government, or other financing agency, as a consideration for any loans to the District, made or insured, or to be made or insured, in financing the construction or extension of the water system of the District. Except as above stated, this contract shall not be sublet or assigned by either of the parties hereto without written consent of the other party.

F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

DATE: _____

ATTEST:

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

DATE: _____

ATTEST:

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

May 14, 2019

VIA CERTIFIED MAIL

Pittsburg County RWD #16
P.O.BOX 307
McAlester, OK 74502-0307

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. The contracts have been updated based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement.
The CPI-U for 2018 calendar year was 2.4%. Please note the rate is scheduled to change from $3.61 to $3.70 per 1000 gallons effective July 1, 2019.

**Please return one copy of the executed Contract and keep one copy for your files.**

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Rural Water District #16, Pittsburg County, Oklahoma, hereinafter referred to as "**District**".

**WITNESSETH:**

**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the District, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the District.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

II. THE DISTRICT AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

Each July 1st thereafter, the above rates shall be adjusted after a review of the Consumer Price Index (CPI-U) for the preceding calendar year. The CPI-U is the consumer price index for all items for urban customers, U.S. City average, this is calculated by the U.S. Department of Labor Statistics on a monthly and annual basis.

III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the District shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

In cases of voluntary or mandatory rationing of non-essential uses of water, when so

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F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

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CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

DATE: _____

ATTEST:

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

DATE: _____

ATTEST:

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

# WATER PURCHASE CONTRACT

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**WHEREAS**, the District has been organized and established under the provisions of Section 1301-1322, 82 Oklahoma Statutes, for the purpose of constructing and operating a water supply distributions system serving water users in the District, and to accomplish this purpose, the District will require a supply of treated water; and

**WHEREAS**, the City owns and operates a water distribution system contiguous to the District, which distribution system is currently capable of serving the present customers of the City system and the estimated number of water users to be served by the District; and

**WHEREAS**, the District has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

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B. Point of Delivery and Pressure

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It is understood that there may be some interruption in the delivery of water by the City to the District. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the District, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the District customers at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

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To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to test such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the District shall agree upon a different amount. The metering equipment shall be read on the 10th of each month.

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notified by the City, the District shall be responsible for notifying its customers of the nature and extent of the rationing and/or restrictions.

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F. Miscellaneous

That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the District

That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their

respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

DATE: _____

ATTEST:

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

DATE: _____

ATTEST:

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

McALESTER OK
Small Town. Big Frontier.
28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

May 14, 2019 VIA CERTIFIED MAIL

Pliant, LLC
349 Taylor Industrial park Road
McAlester, OK 74501

Re: Wholesale Water Contract – Annual Renewal

Dear Chairman:

We have enclosed two (2) copies of the Wholesale Water Purchase Contract with the City of McAlester. Instead of sending annual addendums, we are sending the complete contract. The contracts have been updated based on our fiscal year which runs from July 1 through June 30. We have not changed any of the terms of the previous agreement.
The CPI-U for 2018 calendar year was 2.4%. Please note the rate is scheduled to change from $3.61 to $3.70 per 1000 gallons effective July 1, 2019.

**Please return one copy of the executed Contract and keep one copy for your files.**

Please feel free to call my office at (918) 423-9300 Ext. 4933 if you have any questions or if I can be of further assistance.

Regards,

Peter Stasiak
City Manager
City of McAlester

# WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 14th day of May 2019 by and between the City of McAlester, Oklahoma, hereinafter referred to as the "**CITY**", and Pliant, LLC (formerly known as Pliant Corporation), Pittsburg County, Oklahoma, hereinafter referred to as "**Wholesale Customer**".

**WITNESSETH:**

**WHEREAS**, the City owns and operates a water distribution system contiguous to the Wholesale Customer, which distribution system is currently capable of serving the present customers of the City system and the estimated water user by the said Wholesale Customer; and

**WHEREAS**, the Wholesale Customer has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

To furnish the Wholesale Customer, during the term of this contract or any renewal or extension thereof, potable treated water in such quantity as may be required by the Wholesale Customer.

B. Point of Delivery and Pressure

That water will be furnished at a reasonably constant normal pressure from the City system from such point or points as may be agreeable to the parties hereto.

It is understood that there may be some interruption in the delivery of water by the City to the Wholesale Customer. The City will not be held liable for such interruption period. The City will give reasonable notice of such interruption to the Wholesale Customer, where possible.

Emergency failure of pressure or supply due to main supply main breaks, power failure, flood, fire and use of water to fight fire, earthquakes or other catastrophe, shall excuse the City from providing water service for such reasonable period of time as may be necessary to restore service. In the event of such an emergency, the service may be interrupted without notice and without liability to the City.

C. Billing Procedure

To furnish the Secretary-Treasurer of the Wholesale Customer at McAlester, Oklahoma, not later than the 10th day of each month, with an itemized statement of the amount of water furnished the Wholesale Customer during the preceding month.

D. Metering Equipment

To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type

for properly measuring the quantity of water delivered to the Wholesale Customer and to test such metering equipment whenever requested by the Wholesale Customer but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above and below the test result shall be deemed to be accurate. The previous readings of any meter disclosed to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and the Wholesale Customer shall agree upon a different amount. The metering equipment shall be read each month.

II. THE WHOLESALE CUSTOMER AGREES:

A. Rates and Payment Rate

To pay the City not later than the 20th day of each month for water delivered at a rate of $3.70 per 1,000 gallons used per month through June 30, 2020.

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III. IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE WHOLESALE CUSTOMER AS FOLLOWS:

A. Terms of Contract

This contract shall be in effect for one (1) year with a one-year July 1 through June 30 renewal option at the agreement of both parties.

B. Failure to Deliver

In the event of any extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to the Wholesale Customer shall be reduced or diminished in the same ratio or proportion as the supply to the City customers is reduced or diminished.

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E. Assignment

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F. Miscellaneous

That the construction of the water supply distribution system by the Wholesale Customer is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the Wholesale Customer are conditioned upon the approval, in writing, of the State Director of Oklahoma, of the Farmers Home Administration.

G. Successor to the Wholesale Customer

That in the event of any occurrence rendering the Wholesale Customer incapable of performing under this contract, any successor of the Wholesale Customer, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Wholesale Customer hereunder

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

# WATER PURCHASE CONTRACT

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**WITNESSETH:**

**WHEREAS**, the City owns and operates a water distribution system contiguous to the Wholesale Customer, which distribution system is currently capable of serving the present customers of the City system and the estimated water user by the said Wholesale Customer; and

**WHEREAS**, the Wholesale Customer has negotiated with the City for the purchase of water from said City.

1. THE CITY HEREBY AGREES:

A. Quality and Quantity

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CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

DATE: _____

_____
City Clerk

_____
Pittsburg County, Oklahoma

By _____

ATTEST:

DATE: _____

_____
Clerk

Approved as to form and legality this _____ day of _____ 2019.

By _____
City Attorney

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda K |
| **Department:** | Finance | | |
| **Prepared By:** | An-chen Lai | **Account Code:** | |
| **Date Prepared:** | May 6, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 1 |

## Subject

Consider and act upon, authorizing the Mayor to sign an Engagement Letter with Finley & Cook, PLLC for audit services for the fiscal year ending June 30, 2019.

## Recommendation

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

## Discussion

The City of McAlester went out for RFPs for Auditing Services for FY 2017-2018. It was a three-year RFP allowed by our Charter. The attachment is the second year of the three-year audit with Finley & Cook, PLLC.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

FINLEY & COOK
CERTIFIED PUBLIC ACCOUNTANTS

April 10, 2019

City of McAlester Audit Committee
City Council
City of McAlester
1st Street & Washington Avenue
P.O. Box 578
McAlester, OK 74502-0578

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide the City of McAlester (the "City") for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

2. Budget Comparison Information

3. Pension Plan Information

4. If applicable, all schedules required for OPEB

1421 E. 45th Street • Shawnee, OK 74804
P: 405.878.7300 www.finley-cook.com F: 405.395.3300

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Schedule of expenditures of federal awards.

2. Combining schedules

3. Revenue bond coverage information

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

**Audit Objectives, Continued**

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

**Audit Procedures—General, Continued**

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

**Audit Procedures—Internal Control, Continued**

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

**Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

**Management Responsibilities, Continued**

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

**Management Responsibilities, Continued**

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Other Procedures**

*Agreed-upon Procedures, Oklahoma Administrative Code (OAC) 252:515-27-82(d)2—Local Government Financial Test*

We will perform the following procedures solely to assist you with respect to complying with the OAC 252:515-27-82(d)(2)—Local Government Financial Test. This engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we will make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

1. Per OAC 252:515-27-82(d)(2), the City must satisfy each of the following financial ratios based on its most recent audited annual financial statements:

    a. A ratio of cash plus marketable securities to total expenditures greater than or equal to 0.05; and

    b. A ratio of annual debt to total expenditures less than or equal to 0.20.

    We will calculate the ratios.

2. We will review the rules at OAC 252:515-27-82(d)(2) and determine the following:

    a. Does the City have any outstanding general obligation bonds or does it have any obligations in default.

    b. If there are outstanding general obligation bonds, what are the current ratings.

    c. Has the City operated at a deficit equal to 5% or more of the total annual revenue in the past 2 years.

    d. Is the auditors' opinion on the June 30, 2019, financial statements unmodified.

3. Public Notice Component

    If the financial statements contain the closure and post-closure care cost required by *Governmental Accounting Standards Board's Statement No. 18.*

**Other Procedures, Continued**

*Agreed-upon Procedures, Oklahoma Administrative Code (OAC) 252:515-27-82(d)2—Local Government Financial Test, Continued*

We are not engaged to, and will not, perform an audit, the objective of which would be to express an opinion on the specified elements, accounts, or items. Accordingly, we will not express such an opinion.

The agreed-upon procedures report will be intended solely for the use of specified users and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

You are responsible for making all management decisions and performing all management functions and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any other services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or 9 months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

**Engagement Administration, Fees, and Other, Continued**

The audit documentation for this engagement is the property of Finley & Cook, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Finley & Cook, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of 5 years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during October and November 2019 and to issue our reports no later than December 31, 2019, if the timing is such that we receive the report draft and supporting working papers by November 1, 2019. We will strive to issue the reports prior to the December 2019 Council meeting. Dan Bledsoe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

**Engagement Administration, Fees, and Other, Continued**

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $36,000 Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. **Our fee of $36,000 assumes that the City will provide us with a complete report package including draft financial statements, footnotes, and schedules, and that Crawford and Associates will prepare the information.**

**Peer Review Report**

Our 2016 peer review letter accompanies this letter

**Notification of Report Reproduction**

You agree that you will notify us and obtain our consent before reproducing our report for any reason and in any medium.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

FINLEY & COOK, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

Dan Bledsoe
Partner

**RESPONSE:**

This letter correctly sets forth the understanding of
**City of McAlester.**

_____
Management Signature and Title

_____
Date

_____
Governance Signature and Title

_____
Date

## EXCERPT FROM 2018 PROPOSAL

## CITY OF MCALESTER

## FEE PROPOSALS

We strive to achieve reasonable professional fees consistent with quality work. Our fees for professional services are based on the time spent on the engagement at hourly rates related to the levels of experience, training, and responsibilities of the individuals assigned. Our fees also include out-of-pocket expenses incurred in conducting our services. We believe that our rates are competitive and, therefore, a key factor is the efficiency with which work is performed and how time is spent. We believe the reasons set forth in the introduction of this proposal will result in maximum audit efficiency.

Based upon the hours and personnel anticipated to be assigned to this engagement and the out-of-pocket expenses for travel, our cost will be as follows:

| Year | Hours | Fee to be Billed | Out-of Pocket Expenses | Total not to exceed fee |
|---|---|---|---|---|
| 2018 | 320 | $ 32,000 | 3,000 | 35,000 |
| 2019 | 320 | 33,000 | 3,000 | 36,000 |
| 2020 | 320 | 34,000 | 3,000 | 37,000 |

We would expect rates for future year's services to not increase over 5% per year.

A breakdown of the hourly billing rates and estimated hours of team members as of May 30, 2018, are as follows:

| Name | Rate | Estimated Hours |
|---|---|---|
| Dan Bledsoe, Partner | $ 225 | 20 |
| Traci Keel, Manager | 200 | 20 |
| Ross Lawyer, Senior | 120 | 160 |
| Assistants | 95 | 120 |
| Total | | 320 |

A billing schedule will be determined at the time the contract is awarded, with final payment (10%) after delivery of the audit report. Delivery will be no later than December 15, 2018, (and each year thereafter) as long as all items requested for the audit including the report draft is provided to Finley & Cook by October 31, 2018. Negotiations, if any, should be made with Mr. Dan Bledsoe, Partner, at (405) 878-7320, or email dbledsoe@finley-cook.com.

Finley & Cook, PLLC
1421 East 45th Street
Shawnee, OK 74804

Dan Bledsoe, Partner
May 30, 2018

CBEW
Professional
Group, LLP
Certified Public Accountants

WALTER H. WEBB, CPA
JANE FRAZIER, CPA
CHARLES E. CROOKS, CPA
TRISHA J. RIEMAN, CPA
GABRIELLE CONCHOLA, CPA

206 N. HARRISON ○ P.O. BOX 790 ○ CUSHING, OKLAHOMA 74023 ○ 918-225-4216 ○ FAX 918-225-4315

System Review Report

August 10, 2016

To the Members
Finley & Cook, PLLC
and the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Finley & Cook, PLLC (the firm) in effect for the year ended March 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards,* audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Finley & Cook, PLLC in effect for the year ended March 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies), or fail.* Finley & Cook, PLLC has received a peer review rating of *pass.*

CBEW Professional Group, LLP

CBEW PROFESSIONAL GROUP, LLP
Certified Public Accountants

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda L |
| **Department:** | Community Services | | |
| **Prepared By:** | Mel Priddy, Community Services Director | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 2 |

## Subject

Consider and act upon, authorizing the Mayor to sign an agreement with "Feed the Need Foundation for Rural Oklahoma" (KEDDO) for funding of the City of McAlester's Title III Nutrition Centers.

## Recommendation

Motion to approve the Mayor signing an agreement with "Feed the Need Foundation for Rural Oklahoma".

## Discussion

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | MWP | May 7, 2019 |
| **City Manager** | P. Stasiak | | |

FEED THE NEED
FOUNDATION
FOR RURAL OKLAHOMA

4/18/2019

City of McAlester
PO BOX 548
McAlester, OK 74502

**Dear Center Sponsor,**

The Title III nutrition centers in the KEDDO area will continue to be administered by Feed the Need Foundation for Rural Oklahoma during the upcoming 2019-2020 Fiscal year beginning July 1, 2019.

I have enclosed the center sponsor agreement with this correspondence. We are requiring signed agreements be faxed to our office (580 981 7005) no later than June 14. Return the hard copy via mail (P.O. Box 100, Wright City, OK 74766) before July 1. Per State policy, services cannot be provided without a signed agreement. Specifically, your site cannot serve meals beginning July 1 if we have not received a signed agreement.

After much deliberation and in cooperation with our monitoring agency, we are presenting an agreement which includes an increase in sponsor support. This increase is the unfortunate consequence of a significant decrease in the Medicare Advantage program. Funds from the Advantage program have previously provided a vital supplement to the nutrition program and have allowed services to continue without an increase in city sponsor support. At any such time a decrease in sponsor support can be implemented, we will contact your municipality and provide with a revised agreement. Please know, we are continually coordinating and communicating with KEDDO's Area Agency on Aging in regard to funding information.

I am available for questions at (580) 236 3705. Please feel free to contact me at any time. Our primary goal is to continue providing these vital services to the senior citizens in your community.

Your time, support, and dedication as our partner is greatly appreciated and cannot be adequately expressed herein.

Respectfully yours,

Ellen L. Green Young RD/LD

Ellen L. Green Young, Registered and Licensed Dietitian
Executive Director
P.O. Box 100, Wright City, Oklahoma 74766
580 236 3705 / 580 981 7005 (FAX)/eyoungrd@feedtheneedfoundationok.org

## Center Sponsor Contract/Agreement

This contract is entered between Feed the Need Foundation for Rural Oklahoma, "FNF OK", and the City of McAlester, "Center Sponsor". The contract is effective for the one year period beginning the 1st day of July 2019 and ending the 30th day of June 2020.

In consideration of the mutual promises and covenants herein, FNF OK and the Center Sponsor agree as follows:

I. FNF OK shall provide and be responsible for the following:

A. Reimburse the Center Sponsor on a regular basis to assist in defraying center staff salaries, travel, fringe benefits, and other budgeted center expenses as described in the annual budget.

1. Funds are contingent upon continued federal and state funding.
2. Funds dispersed to the Center Sponsor on a monthly basis cannot exceed one twelfth (1/12) of the budget unless an explanation of additional expense is detailed in writing on the monthly financial report.
3. Expense reimbursement will not occur unless and until FNF OK receives reimbursement monies from its funding agency for the corresponding month.

II. The Center Sponsor shall provide and be responsible for the following:

A. Provide and be responsible for the local nutrition center facility, bookkeeper and services pertinent to the operation of the center, agreed annual amount totaling **$22178.28** to offset all operational expenses and any additional necessary monies. Grantee shall be apportioned **monthly** at a rate of **$1,848.19**. Beginning July 1, 2019, quarterly and/or annual allotments are not accepted.

B. Responsible for the fire/safety and health standard of the facility and shall assure FNF OK that the facility meets the appropriate and required local and state ordinances, codes and regulations.

C. Cooperatively interview applicants for center staff employment and, where appropriate, follow recommendations for individual (s) to be employed, disciplined, and/or terminated. Withholding reimbursement funds, whole or in part, for failing to comply with policies and procedures by the Center Sponsor is at the discretion of FNF OK, Inc.

D. Include center staff on the Center Sponsor payroll. Center staff are employees of the Center Sponsor. The Center's budget allocates funding for 262 days per year. There are 250 serving days and 12 paid holidays. If funds are available, longevity payments will be made to eligible employees per the OK DHS Nutrition Longevity Payment Schedule.
E. Provide all insurances necessary for the facility and its contents.
F. Maintain necessary personnel records for center staff and make these records available to FNF OK for review.
G. Provide necessary personnel for daily operation of the nutrition center and comply with monthly reporting requirements.
H. Provide congregate services, home delivered services, and other appropriate program services on a regularly scheduled basis.
I. Establish hours of operation to accommodate the greatest number of potential participants.
J. Serve meals 250 days per year to congregate and home delivered participants.
K. Provide FNF OK the supporting documents and required monthly financial report by the 3rd working day of each month.

III. Duties and Regulation of the Nutrition Center Site Manager include but are not limited to the following:
A. Adhere to policies set forth in the program application and policies of the center sponsor.
B. Responsible to the center sponsor and FNF OK for the timely submission for all records, documents, monthly reports and other requirements all due to FNF OK no later than the 2nd working day of each month. Reports include but are not limited to: S-19 Report, S-38 Report, Contribution Check (if applicable), KF-1 (contribution sheet), OAA Intake and Update Forms, ADvantage Calendars, OAA Scan Sheets, and Nutrition Education Sign-In Sheets.
C. Where applicable, responsible for the banking and record-keeping of all project donations.
D. Maintain all records and make them available for review by FNF OK as necessary.
E. Responsible for the coordination of staff members, of social activities, of participant transportation to and from the center and any additional activities required by state and federal guidelines.
F. Conduct and complete Intake and Update forms on all congregate and home bound participants according to OAA policy.
G. Attend all site manager meetings and additional training as required by FNF OK.

IV. At any such time FNF OK ceases to provide Title III nutrition services, the center sponsor agrees to dispose of equipment purchased with Title III funds in the manner mandated by the KEDDO Area Agency on Aging and federal regulation as promulgated by the Older Americans Act and the Special Unit on Aging, Aging Division, of the Oklahoma Department of Human Services.

In consideration of the promises and covenants stated herein, FNF OK agrees to provide to the center sponsor: administrative assistance, training, other assistance and supervision necessary to provide, through a congregate nutrition center, all program components required by state and federal laws, rules, and regulations for both a Title III nutrition program and ADvantage.

This contract is based on the availability of funds from the KEDDO Area Agency on Aging and may be expanded or reduced according to the availability of said funds. FNF OK shall not be liable for program objectives for which funds are not made available.

IN WITNESS WHEREOF, the parties hereto have caused this contractual agreement to be signed by the duly authorized officers:

For Feed the Need Foundation for Rural Oklahoma

Ellen L. Green Young RDLD

SIGNATURE of Authorized Agent
SIGNATURE DATE 04/18/2019
Ellen L. Green Young, Registered and Licensed Dietitian
Executive Director

Feed the Need Foundation for Rural Oklahoma, Inc.
P.O. Box 100
Wright City, Oklahoma 74766
580 236 3705 (CELL) / 580 981 7005 (FAX)
eyoungrd@feedtheneedfoundationok.org

FEED THE NEED FOUNDATION FOR RURAL OKLAHOMA

For Center Sponsor

SIGNATURE of Authorized Agent
SIGNATURE DATE: _____
Print Name of Authorized Agent: _____
Title of Authorized Agent: _____

PART K.

TENTATIVE BUDGET JUSTIFICATION

PROJECT NAME: FNF OK Nutrition Program

SFY 2020

| CATEGORY | | TITLE III C-1 Congregate Funding | TITLE III C-1 Homebound Funding | LOCAL FUNDING | NSIP FUNDING | TOTAL Title III less Other FUNDING | Non-Older Americans Act Funding | TOTAL Center Cost |
|---|---|---|---|---|---|---|---|---|
| **McALESTER - Cooking Site** | | | | OAA Program Income and Contributions | | | Advantage Income Funds | |
| Site Manager | | | | | | | | |
| Job Family Descriptor: Z20C Level III | | | | | | | | |
| Salary/Pay Band E - | | | | | | | | |
| E Annual $23,294.96 $26,370.60 | | | | | | | | |
| Monthly $1,939.58 $2,197.55 | | | | | | | | |
| Hourly $12.12 $13.73 | | | | | | | | |
| *Diane Chadsey (7/2001)* | | | | | | | | |
| $8.00/hr X 8/hrs/day X 261 days = | 16,704 | 7,266 | 7,851 | | | 15,117 | 1,587 | 16,704 |
| Full Time: 40/hrs/week | | | | | | | | |
| Longevity | 1,425 | - | - | | | - | 1,425 | 1,425 |
| FICA: 7.65% X 16704 | 1,278 | 556 | 601 | | | 1,156 | 121 | 1,278 |
| W.C. .53% X 16704 | 89 | 39 | 42 | | | 80 | 8 | 89 |
| Unemp. 1.5% X 16704 | 251 | 109 | 118 | | | 227 | 24 | 251 |
| Total Fringe | 3,042 | 703 | 760 | - | - | 1,463 | 1,579 | 3,042 |
| **Total Site Manager** | 19,746 | 7,970 | 8,611 | - | - | 16,580 | 3,165 | 19,746 |
| Cook | | | | | | | | |
| Job Family Descriptor: Z20B Level I | | | | | | | | |
| Salary/Pay Band E - | | | | | | | | |
| E Annual $21,788 $23,274 | | | | | | | | |
| Monthly $1,815.67 $1,939.50 | | | | | | | | |
| Hourly $11.35 $12.12 | | | | | | | | |
| *Anna Hellarud (9/2014)* | | | | | | | | |
| $7.25/hr X 8/hrs/day X 261 days = | 11,354 | 4,939 | 5,336 | | | 10,275 | 1,079 | 11,354 |
| Full Time: 40 /hrs/week | | | - | | | | | - |
| | | | | | | | | - |
| Longevity | 320 | - | - | | | - | 320 | 320 |
| FICA: 7.65% X 11353.5 | 869 | 378 | 408 | | | 786 | 83 | 869 |
| W.C. .53% X 11353.5 | 60 | 26 | 28 | | | 54 | 6 | 60 |
| Unemp. 1.5% X 11353.5 | 170 | 74 | 80 | | | 154 | 16 | 170 |
| | 1,419 | 478 | 517 | - | - | 995 | 424 | 1,419 |
| **Total Cook** | 12,773 | 5,417 | 5,853 | - | - | 11,270 | 1,503 | 12,773 |
| Cook Aide | | | | | | | | |
| Job Family Descriptor: Z20A Level I | | | | | | | | |
| Salary/Pay Band C - | | | | | | | | |
| C Annual $20,750 $22,236.24 | | | | | | | | |
| Monthly $1,729.17 $1,853.02 | | | | | | | | |
| Hourly $10.81 $11.58 | | | | | | | | |
| *Teresa Henry (9/17/2018)* | | | | | | | | |
| $7.25/hr X 8/hrs/day X 261 days = | 15,138 | 6,585 | 7,115 | | | 13,700 | 1,438 | 15,138 |
| Full Time: 40/hrs/week | | | | | | | | |
| Longevity | - | - | - | | | - | - | - |
| FICA: 7.65% X 15138 | 1,158 | 504 | 544 | | | 1,048 | 110 | 1,158 |
| W.C. .53% X 15138 | 80 | 35 | 38 | | | 73 | 8 | 80 |
| Unemp. 1.5% X 15138 | 227 | 99 | 107 | | | 205 | 22 | 227 |
| | 1,465 | 637 | 689 | - | - | 1,326 | 139 | 1,465 |
| **Total Cook Aide** | 16,603 | 7,222 | 7,804 | - | - | 15,026 | 1,577 | 16,603 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Food Transporter | | | | | | | | |
| Job Family Descriptor: F54A Level I | | | | | | | | |
| Salary/Pay Band C - | | | | | | | | |
| C Annual $20,750 $22,236.24 | | | | | | | | |
| Monthly $1,729.17 $1,853.02 | | | | | | | | |
| Hourly $10.81 $11.58 | | | | | | | | |
| *Emma Bellis(05/2016)* | | | | | | | | |
| $7.25/hr X 4/hrs/day X 261 days = | 7,569 | 3,293 | 3,557 | | | 6,850 | 719 | 7,569 |
| Part Time: 20 /hrs/week | | | | | | | | |
| Longevity | 112 | 49 | 53 | | | 101 | 11 | 112 |
| FICA: 7.65% X 7569 | 579 | 252 | 272 | | | 524 | 55 | 579 |
| W.C. .53% X 7569 | 40 | 17 | 19 | | | 36 | 4 | 40 |
| Unemp. 1.5% X 7569 | 114 | 49 | 53 | | | 103 | 11 | 114 |
| | 845 | 367 | 397 | - | - | 764 | 80 | 845 |
| **Total Food Transporter** | 8,414 | 3,660 | 3,954 | - | - | 7,614 | 799 | 8,414 |
| Custodian | | | | | | | | |
| Job Family Descriptor: F50A Level I | | | | | | | | |
| Salary/Pay Band B - | | | | | | | | |
| C Annual $20,750 $21,018.24 | | | | | | | | |
| Monthly $1,729.17 $1,751.52 | | | | | | | | |
| Hourly $10.81 $10.95 | | | | | | | | |
| *Larry McLendon (10/2017)* | | | | | | | | |
| $7.25/hr X 4/hrs/day X 261 days = | 7,569 | 3,293 | 3,557 | | | 6,850 | 719 | 7,569 |
| Part Time: 20/hrs/week | | | | | | | | |
| Longevity | 112 | 49 | 53 | | | 101 | 11 | 112 |
| FICA: 7.65% X 7569 | 579 | 252 | 272 | | | 524 | 55 | 579 |
| W.C. .53% X 7569 | 40 | 17 | 19 | | | 36 | 4 | 40 |
| Unemp. 1.5% X 7569 | 114 | 49 | 53 | | | 103 | 11 | 114 |
| | 845 | 367 | 397 | - | - | 764 | 80 | 845 |
| **Total Custodian** | 8,414 | 3,660 | 3,954 | - | - | 7,614 | 799 | 8,414 |
| **TOTAL PERSONNEL** | 65,949 | 27,929 | 30,176 | - | - | 58,105 | 7,844 | 65,949 |
| TRAVEL | | | | | | | | |
| Site Manager training: 62 miles X .47 X 12 meetings | 350 | 152 | 164 | | | 316 | 33 | 350 |
| Home Delivered Meals 15745 @ $.47 | 7,400 | | 6,697 | | | 6,697 | 703 | 7,400 |
| **TOTAL TRAVEL** | 7,750 | 152 | 6,861 | - | - | 7,014 | 736 | 7,750 |
| FOOD & MEAL SUPPLIES | | | | | | | | |
| McAlester 100 meals/per day X $.40 X 260 days | 10,400 | 2,392 | 6,246 | - | - | 8,638 | 1,762 | 10,400 |
| 65 Cong. meals X 1.25 / meal X 250 days = | 20,313 | 11,341 | 0 | 0 | 8,971 | 11,341 | 0 | 20,313 |
| 100 HD meals X 1.25 / meal X 260 days = | 32,500 | 0 | 15,631 | 0 | 9,719 | 15,631 | 7,150 | 32,500 |
| Purchased Meals 25 - 2 daypacks @ $3.435 X 104 days paid out of Admin budget | 9,230 | 0 | 0 | 0 | 0 | 0 | 9,230 | 9,230 |
| **TOTAL FOOD** | 72,443 | 13,733 | 21,877 | - | 18,690 | 35,611 | 18,142 | 72,443 |
| RENT & UTILITIES | | | | | | | | |
| Rent donated by City of McAlester | - | - | - | | | 0 | - | 0 |
| Trash $0/per month X 12 months paid by city | - | - | - | | | 0 | - | 0 |
| Gas $0/per month X 12 months paid by city | - | - | - | | | 0 | - | 0 |
| Electric $0/per month X 12 months paid by city | - | - | - | | | 0 | - | 0 |
| **TOTAL RENT & UTILITIES** | - | - | | - | - | - | - | - |
| Other Costs | | | | | | | | |
| Office Supplies $25/per month X 12 months | 300 | 131 | 141 | | | 272 | 29 | 300 |
| Conract Bookkeeper $0/per month X 12 months | - | - | - | | | 0 | - | 0 |
| Communications: $170/mo X 12 months | 2,040 | 887 | 959 | | | 1,846 | 194 | 2,040 |
| Pest Control: $0/per month X 12 months | - | - | - | | | 0 | - | 0 |
| **Total Other Costs** | **2,340** | **1,018** | **1,100** | - | - | **2,118** | **222** | **2,340** |
| **TOTAL COSTS McALESTER SITE** | **76,039** | **29,099** | **38,137** | - | - | **67,236** | **8,803** | **76,039** |
| Cost of Site plus Food & Meal Supplies | **148,482** | | | | | | | **148,482** |
| City Sponsor Grantee (15% Total Expenses) | 22,178 | | | 22,178 | | | | (22,178) |
| **FY 2020 McALESTER BUDGET** | | | | | | | | **126,303** |

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda M |
| **Department:** | City Clerk | | |
| **Prepared By:** | Cora Middleton, City Clerk | **Account Code:** | |
| **Date Prepared:** | May 6, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | Several |

## Subject

Consider and act upon, indefinitely postponing the Tort Claim filed by Mariano Acuña on behalf of Karissa Folger.

## Recommendation

Motion to indefinitely postpone the Tort Claim filed by Mariano Acuña on behalf of Karissa Folger.

## Discussion

City Attorney William J. Ervin has advised that this Tort Claim should be postponed indefinitely by the City of McAlester City Council. The claim has been filed with OMAG, the City of McAlester's Liability Insurance provider.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | CM | 05.06.19 |
| **City Manager** | P. Stasiak | | |

## Cora Middleton

**From:** Cora Middleton
**Sent:** Thursday, April 18, 2019 11:26 AM
**To:** 'Jayne Spies'
**Subject:** Karissa Folger Claim No. 206169-JS
**Attachments:** 4663_001.pdf

Jayne,

Attached is a Notice of Tort Claim for the above referenced claimant/claim number.

Cora

**From:** First Floor Copier
**Sent:** Thursday, April 18, 2019 11:24 AM
**To:** Cora Middleton <cora.middleton@cityofmcalester.com>
**Subject:** Attached Image

ACUÑA
LAW

MARIANO ACUÑA
ATTORNEY
201 NE 13TH STREET
OKLAHOMA CITY, OK 73104
@AcunaLawFirm

RECEIVED ON
APR 18 2019
IN CITY CLERK'S OFFICE

April 16, 2019

*Via Certified Mail No.: 7018 1830 0002 0120 8647*

McAlester City Council
City Hall
28 E. Washington Avenue
McAlester, OK 74501-4644

RE: Our Client: Karissa Folger
Date of Injury: April 26, 2018

To Whom It May Concern:

Please be advised that our law firm represents Karissa Folger regarding the enclosed Notice of Tort Claim.

Sincerely,

Jacqueline M. Berry

Jacqueline M. Berry
Legal Assistant
ACUÑA LAW FIRM

P | 405.225.0703 F | 405.551.8749 E | mariano@acunalawfirm.com

MARIANO ACUÑA
ATTORNEY
201 NE 13TH STREET
OKLAHOMA CITY, OK 73104
@AcunaLawFirm

ACUÑA
LAW

# NOTICE OF TORT CLAIM

DATE: April 16, 2019

**FAX: (918) 423-7304**
County of Pittsburg
County Clerk
115 E. Carl Albert Pkway,
Room 103
McAlester, OK 74501

**VIA CERTIFIED MAIL**
McAlester City Council
City Hall
28 E. Washington Avenue
McAlester, OK 74501

**VIA CERTIFIED MAIL**
Mr. Pete Stasiak
City Manager
28 E. Washington Avenue
P.O. Box 578
McAlester, OK 74501

**VIA CERTIFIED MAIL**
McAlester Police Department
28 E. Washington
P.O. Box 388
McAlester, OK 74501

**RE: CLAIM PURSUANT TO THE GOVERNMENTAL TORT CLAIMS ACT, 51 O.S. §151 *et seq.***

**CLAIMANTS' NAME AND ADDRESS:**

Karissa Folger
4201 W. Memorial Road
Apt. #603
Oklahoma City, OK 73134

P | 405.225.0703 F | 405.551.8749 E | mariano@acunalawfirm.com

## DATE, TIME, PLACE AND CIRCUMSTANCES OF THE CLAIM:

On April 26, 2018, at about 5:15 P.M., Karissa Folger, then a resident of the City of McAlester, was brutally attacked by a pack of vicious dogs owned by Charlie and Megan Denney. At the time of the attack, Ms. Folger was walking her puppy at or near 601 E. Harrison in McAlester.

Before April 26, 2018, employees of the City of McAlester, to include, employees of the McAlester Police Department and McAlester Animal Control knew that the dogs owned by the Denneys were vicious with a propensity to attack, yet the City took no corrective action . The City, through its employees, was aware of past attacks by the Denneys' dogs. Upon information and belief, before April 26, 2018, the City of McAlester had issued as many as six citations to the Denneys for unregistered dogs, dogs at large, and dangerous animals to be declared vicious. Despite past prior knowledge of the dangerousness of the Denneys' dogs, the City of McAlester took no effective and necessary corrective action.

The City of McAlester and its staff, known to the City and unknown to claimant, were negligent. As a direct result of said negligence, Ms. Folger suffered serious, permanent, and disfiguring injuries. Her medical bills to date are approximately $63,650.00. Ms. Folger may need medical care in the future, to include counseling due to trauma, as well as plastic surgery for her scars. Ms. Folger also lost income and suffered pain of mind and body.

## GOVERNMENT AGENCY/AGENCIES INVOLVED:

McAlester Police Department
McAlester Animal Control

**COMPENSATION DEMANDED:** $125,000.00 or applicable insurance limits

**CLAIMANT'S ATTORNEYS:**

Mariano Acuña, OBA #20023
Acuña Law Firm
201 N.E. 13th Street
Oklahoma City, OK 73104
P: (405) 225-0703
F: (405) 551-8749
mariano@acunalawfirm.com

OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

April 15, 2019

Mariano Acuna, Esq.
201 N. E. 13th St.
Oklahoma City, OK 73104
mariano@acunalawfirm.com

Counsel:

City of McAlester is a member of OMAG and has forwarded your letter regarding Karissa Folger to OMAG for review. The letter which was submitted does not meet the minimum requirements of the Governmental Tort Claims Act, 51 O.S. §156(E), to qualify as a tort claim. *See* Griffey v. Kibois Area Transit Systems, 2014 OK CIV APP 23, ¶8, __ P.3d __ ("Applying the exemption of the second part of § 156(E) to the requirements for notice, the absolute minimum for compliant notice is the identity of the state agency or agencies involved; the name, address and telephone number of the claimant; and the name, address, and telephone number of any agent authorized to settle the claim."). Specifically, the letter you sent fails to state:

- Claimant's Phone Number

OMAG advises you of this issue in the interest of candor. Please note that OMAG is mindful to not contact a represented claimant and to deal through the claimant's attorney. The requirement that claimant contact information be supplied is statutory and the information essential to the processing of any claim. Failure to provide the statutorily required information renders the notice you sent merely a letter and not a Tort Claim. As such, OMAG will not be opening a file at this time. If your intent is to pursue a Tort Claim, please be advised that OMAG cannot accept service on behalf of the City of McAlester – pursuant to §156(D) all Tort Claims must be served on the Clerk of City of McAlester.

Sincerely,

OMAG Claims Department

cc: City of McAlester

## Cora Middleton

**From:** Jayne Spies <jspies@omag.org>
**Sent:** Monday, April 15, 2019 2:45 PM
**To:** mariano@acunalawfirm.com
**Cc:** Cora Middleton
**Subject:** Folger v. McAlester/206169
**Attachments:** Folger v McAlester - Griffey Letter.docx

Counsel:

Please see attached Griffey Letter.

*Jayne*

**Jayne Spies, CLMP, ACP, CCMP**
Claims Manager
jspies@omag.org

Oklahoma Municipal Assurance Group
3650 S. Boulevard St.
Edmond, OK 73013
Phone: (405) 657-1405
Fax: (405) 657-1401
**OMAG Web Site**

***Follow us on:***

***NOTICE: The information contained in this email and any document attached hereto is intended only for the named recipient(s). If you are not the intended recipient, nor the employee or agent responsible for delivering this message in confidence to the intended recipient(s), you are hereby notified that you have received this transmittal in error, and any review, dissemination, distribution or copying of this transmittal or its attachments is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify me immediately by reply e-mail and then delete this message, including any attachments.***

OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

April 8, 2019

Mariano Acuna, Esq.
111 NW 15th Street, Suite A
Oklahoma City, OK 73103

| | | | |
|---|---|---|---|
| Re: | Member | : | City of McAlester |
| | Claimant | : | Karissa Folger |
| | Date of Loss | : | 4/26/2018 |
| | Claim Number | : | 206169-JS |

Counsel:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Jayne Spies
(405) 657-1400
Fax: (405) 657-1401

Please note the timeline for the processing of a claim found in 51 O.S. §157. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

cc: City of McAlester

## Cora Middleton

**From:** Cora Middleton
**Sent:** Monday, April 08, 2019 2:13 PM
**To:** Claims
**Subject:** Notice of Tort Claim - Karissa Folger
**Attachments:** 4584_001.pdf

To Whom It May Concern;

This alleged claim was received in my office on March 26, 2019. Upon receipt of the related information I am forwarding it to you for processing. I was not ever contacted by the claimant. Contact me if you have any questions and I will help to answer or get you with the correct City of McAlester employee.

Thank you,

Cora Middleton, CMO, CMC
City of McAlester
City Clerk

**From:** First Floor Copier
**Sent:** Monday, April 08, 2019 1:50 PM
**To:** Cora Middleton <cora.middleton@cityofmcalester.com>
**Subject:** Attached Image

## Cora Middleton

**From:** Cora Middleton
**Sent:** Wednesday, March 27, 2019 10:11 AM
**To:** Gary Wansick; Darrell Miller; Terri Edwards
**Cc:** 'ervinlaw@sbcglobal.net'; 'Peter Stasiak (peter.stasiak@cityofmcalester.com)'; Douglas Basinger
**Subject:** Notice of Tort Claim - Karissa Folger
**Attachments:** 4492_001.pdf

**Importance:** High

Gary/Terri,

This Notice of Tort Claim was given to me yesterday by Susan. I spoke with Doug this morning and he said it was mentioned in Staff. Please forward any information that PD may have regarding this alleged incident so I can submit it to OMAG, the City's liability insurance provider.

Thank you,

Cora

**From:** First Floor Copier
**Sent:** Wednesday, March 27, 2019 9:38 AM
**To:** Cora Middleton <cora.middleton@cityofmcalester.com>
**Subject:** Attached Image

MARIANO ACUÑA
ATTORNEY
201 NE 13TH STREET
OKLAHOMA CITY, OK 73104
@AcunaLawFirm

ACUÑA
LAW

RECEIVED ON
MAR 26 2019
IN CITY CLERK'S OFFICE

March 14, 2019

*Via Certified Mail No.: 7018 1830 0002 0120 8449*

McAlester City Council
City Hall
28 E. Washington Avenue
McAlester, OK 74501-4644

RE: Our Client: Karissa Folger
Date of Injury: April 26, 2018

To Whom It May Concern:

Please be advised that our law firm represents Karissa Folger regarding the enclosed Notice of Tort Claim.

Sincerely,

Jacqueline M Berry

Jacqueline M. Berry
Legal Assistant
ACUÑA LAW FIRM

P | 405.225.0703 F | 405.551.8749 E | mariano@acunalawfirm.com

ACUÑA
LAW

MARIANO ACUÑA
ATTORNEY
201 NE 10TH STREET
OKLAHOMA CITY, OK 73104
@AcunaLawFirm

# NOTICE OF TORT CLAIM

DATE: March 14, 2019

**FAX: (918) 423-7304**
County of Pittsburg
County Clerk
115 E. Carl Albert Pkway,
Room 103
McAlester, OK 74501

**VIA CERTIFIED MAIL**
Mr. Pete Stasiak
City Manager
28 E. Washington Avenue
P.O. Box 578
McAlester, OK 74501

**VIA CERTIFIED MAIL**
McAlester City Council
City Hall
28 E. Washington Avenue
McAlester, OK 74501

**VIA CERTIFIED MAIL**
McAlester Police Department
28 E. Washington
P.O. Box 388
McAlester, OK 74501

**RE: CLAIM PURSUANT TO THE GOVERNMENTAL TORT CLAIMS ACT, 51 O.S. §151 *et seq.***

**CLAIMANTS' NAME AND ADDRESS:**

Karissa Folger
4201 W. Memorial Road
Apt. #603
Oklahoma City, OK 73134

**DATE, TIME, PLACE AND CIRCUMSTANCES OF THE CLAIM:**

On April 26, 2018, at about 5:15 P.M., Karissa Folger, then a resident of the City of McAlester, was brutally attacked by a pack of vicious dogs owned by Charlie and Megan Denney. At the time of the attack, Ms. Folger was walking her puppy at or near 601 E. Harrison in McAlester.

Before April 26, 2018, employees of the City of McAlester, to include, employees of the McAlester Police Department and McAlester Animal Control knew that the dogs owned by the Denneys were vicious with a propensity to attack, yet the City took no corrective action . The City, through its employees, was aware of past attacks by the Denneys' dogs. Upon information and belief, before April 26, 2018, the City of McAlester had issued as many as six citations to the Denneys for unregistered dogs, dogs at large, and dangerous animals to be declared vicious. Despite past prior knowledge of the dangerousness of the Denneys' dogs, the City of McAlester took no effective and necessary corrective action.

The City of McAlester and its staff, known to the City and unknown to claimant, were negligent. As a direct result of said negligence, Ms. Folger suffered serious, permanent, and disfiguring injuries. Her medical bills to date are approximately $63,650.00. Ms. Folger may need medical care in the future, to include counseling due to trauma, as well as plastic surgery for her scars. Ms. Folger also lost income and suffered pain of mind and body.

**GOVERNMENT AGENCY/AGENCIES INVOLVED:**

McAlester Police Department
McAlester Animal Control

**COMPENSATION DEMANDED:** $125,000.00 or applicable insurance limits.

**CLAIMANT'S ATTORNEYS:**

Mariano Acuña, OBA #20023
Acuña Law Firm
201 N.E. 13th Street
Oklahoma City, OK 73104
P: (405) 225-0703
F: (405) 551-8749
mariano@acunalawfirm.com

# Call Sheet Report
## MCALESTER POLICE DEPARTMENT

**Call #** C18-12-02453
**Date/Time** 12/20/2018 17:20:05
**Type** ANIMAL CALL 224
**Priority** 3 - LOW
**How Rcvd** PHONE
**Sent to Dispatch** 12/20/2018 17:21:11

**Dispatcher** ARMSTRONG, C
**Disposition** HANDLED BY OFFICER
**Zone**

### Call To Location
604 E HARRISON AVENUE MCALESTER OK

### Locations

| Address | Location Type |
|---|---|
| 604 E HARRISON AVENUE MCALESTER OK | CALL LOCATION |

### Notes

| Entered By | Date/Time | Note |
|---|---|---|
| ARMSTRONG, C | 12/20/2018 17:21:52 | CALLER UPDATED<br>NAME:BARBRA ROBERTS<br>ADDRESS:602 E HARRISON AVENUE MCALESTER OK<br>PHONE:7074546266<br>CONTACT:N |
| ARMSTRONG, C | 12/20/2018 17:21:10 | CALLER CREATED<br>NAME:BARBRA ROBERTS<br>ADDRESS:602 E HARRISON<br>PHONE:7074546266<br>CONTACT:N |
| ARMSTRONG, C | 12/20/2018 17:21:07 | RP SAID THE DOG AT 604 E HARRISON HAS GOTTEN OUT AGAIN // RP WANT AN OFFICER TO COME OVER |

### Officers

**Officer** N MATTIODA **Agency** MCALESTER PD **Primary Officer** Y **for Unit** 93
**Assigned** 17:21:42 **Enroute** **Arrived** **De-assigned** 17:22:18 **Cleared** 17:22:18 **Total Time**
**To Station** **At Station** **Disposition**
**Case Numbers**

**Officer** C SUTTERFIELD **Agency** MCALESTER PD **Primary Officer** Y **for Unit** 81
**Assigned** 17:22:29 **Enroute** 17:30:43 **Arrived** 17:30:44 **De-assigned** **Cleared** 17:30:53 **Total Time** 00:00:09
**To Station** **At Station** **Disposition** HANDLED BY OFFICER
**Case Numbers**

### Radio Messages

| Date | Time | Entered By | Officer | Description |
|---|---|---|---|---|
| 12/20/2018 | 17:21:42 | ARMSTRONG, C | MATTIODA, N | UNIT ASSIGN |
| 12/20/2018 | 17:22:18 | BOYLES, K | MATTIODA, N | UNIT DEASSIGN |
| 12/20/2018 | 17:22:29 | BOYLES, K | SUTTERFIELD, C | UNIT ASSIGN |
| 12/20/2018 | 17:30:43 | ARMSTRONG, C | SUTTERFIELD, C | UNIT ENROUTE |
| 12/20/2018 | 17:30:44 | ARMSTRONG, C | SUTTERFIELD, C | UNIT ARRIVE |
| 12/20/2018 | 17:30:53 | ARMSTRONG, C | SUTTERFIELD, C | UNIT CLEARED |
| 12/20/2018 | 17:30:53 | ARMSTRONG, C | ARMSTRONG, C | CALL CLEARED |

### Caller Information

| Name | Phone | Call From Address | Contact? | Employer / Work Phone |
|---|---|---|---|---|
| BARBRA ROBERTS | 7074546266 | 602 E HARRISON AVENUE | N | |



03/18/2019 13:31:47

# Call Sheet Report
## MCALESTER POLICE DEPARTMENT

**Call #** C18-04-03571
**Date/Time** 4/26/2018 18:00:46
**Type** ANIMAL CALL 224
**Priority** 3 - LOW
**How Rcvd** 911
**Sent to Dispatch** 04/26/2018 18:01:46

**Dispatcher** WILLIAMSON, B,
**Disposition** HANDLED BY OFFICER
**Zone**

### Call To Location
6/HARRISON

### Locations

| Address | Location Type |
|---|---|
| 6/HARRISON | CALL LOCATION |

### Notes

| Entered By | Date/Time | Note |
|---|---|---|
| LEHR, M | 04/26/2018 18:28:04 | SUBJECT CREATED<br>NAME:MEGGAN DANIELLE DENNEY<br>ADDRESS:<br>PHONE:<br>DOB:<br>DL: |
| FANT, I | 04/26/2018 18:08:16 | FEMALE WITH DOG BITES 92 REQ AMBULANCE |
| FANT, I | 04/26/2018 18:01:46 | CALLER CREATED<br>NAME:AT&T MOBILITY<br>ADDRESS:516 ELSING RD - SW SECTOR MCALESTER OK<br>PHONE:9186495532<br>CONTACT:N |
| FANT, I | 04/26/2018 18:01:45 | IN FRONT OF CHURCH 2 DOGS FIGHTING |
| FANT, I | 04/26/2018 18:01:45 | 911 Call Received - 18:00 on 04/26/2018<br>Name: AT&T MOBILITY<br>Phone: 9186495532<br>Address: 516 ELSING RD - SW SECTOR MCALESTER OK |

### Officers

**Officer** J O'DELL **Agency** MCALESTER PD **Primary Officer** Y **for Unit** 92
**Assigned** 18:03:06 **Enroute** 18:03:24 **Arrived** 18:06:30 **De-assigned** **Cleared** 19:11:54 **Total Time** 01:05:24
**To Station** **At Station** **Disposition** HANDLED BY OFFICER
**Case Numbers**

**Officer** KREBS AC9 **Agency** KREBS PD **Primary Officer** Y **for Unit** AC94
**Assigned** 18:03:08 **Enroute** 18:03:23 **Arrived** 18:06:56 **De-assigned** **Cleared** 18:51:30 **Total Time** 00:44:34
**To Station** **At Station** **Disposition** HANDLED BY OFFICER
**Case Numbers**

**Officer** D Grantham **Agency** MCALESTER PD **Primary Officer** Y **for Unit** 101
**Assigned** 18:05:11 **Enroute** 18:05:13 **Arrived** 18:09:36 **De-assigned** **Cleared** 18:51:28 **Total Time** 00:41:52
**To Station** **At Station** **Disposition** HANDLED BY OFFICER
**Case Numbers**

# Call Sheet Report
## MCALESTER POLICE DEPARTMENT

**Officer** MEDIC 4 **Agency** MCALESTER FIRE **Primary Officer** Y **for Unit** MEDIC 4

**Assigned** 18:08:41 **Enroute** 18:10:18 **Arrived** 18:23:24 **De-assigned** **Cleared** 18:43:35 **Total Time** 00:20:11

**To Station** **At Station** **Disposition** HANDLED BY OFFICER

**Case Numbers**

**Transports:**

| Type/ Description | Start | Mileage | End | Mileage | Destination |
|---|---|---|---|---|---|
| PATIENT ON BOARD | 18:23:34 | 950.0 | 18:26:59 | 951.0 | ER |
| X1 | | | | | |

## Radio Messages

| Date | Time | Entered By | Officer | Description |
|---|---|---|---|---|
| 04/26/2018 | 18:03:06 | FANT, I | O'DELL, J | UNIT ASSIGN |
| 04/26/2018 | 18:03:08 | FANT, I | KREBS AC9, | UNIT ASSIGN |
| 04/26/2018 | 18:03:23 | FANT, I | KREBS AC9, | UNIT ENROUTE |
| 04/26/2018 | 18:03:24 | FANT, I | O'DELL, J | UNIT ENROUTE |
| 04/26/2018 | 18:05:11 | LEHR, M | Grantham, D | UNIT ASSIGN |
| 04/26/2018 | 18:05:13 | LEHR, M | Grantham, D | UNIT ENROUTE |
| 04/26/2018 | 18:06:30 | FANT, I | O'DELL, J | UNIT ARRIVE |
| 04/26/2018 | 18:06:56 | FANT, I | KREBS AC9, | UNIT ARRIVE |
| 04/26/2018 | 18:08:41 | FANT, I | MEDIC 4, | UNIT ASSIGN |
| 04/26/2018 | 18:09:36 | FANT, I | Grantham, D | UNIT ARRIVE |
| 04/26/2018 | 18:10:18 | FANT, I | MEDIC 4, | UNIT ENROUTE |
| 04/26/2018 | 18:23:24 | FANT, I | MEDIC 4, | UNIT ARRIVE |
| 04/26/2018 | 18:23:34 | FANT, I | MEDIC 4, | OFFICER TRANSPORT START 18:23:34 |
| 04/26/2018 | 18:23:35 | FANT, I | MEDIC 4, | UNIT TRANSPORT START |
| 04/26/2018 | 18:23:35 | FANT, I | MEDIC 4, | UNIT CHANGE LOCATION ER |
| 04/26/2018 | 18:26:59 | FANT, I | MEDIC 4, | OFFICER TRANSPORT END 18:26:59 |
| 04/26/2018 | 18:26:59 | FANT, I | MEDIC 4, | UNIT TRANSPORT END |
| 04/26/2018 | 18:26:59 | FANT, I | MEDIC 4, | UNIT CHANGE LOCATION |
| 04/26/2018 | 18:43:35 | LEHR, M | MEDIC 4, | UNIT CLEARED |
| 04/26/2018 | 18:51:28 | WILLIAMSON, B, | Grantham, D | UNIT CLEARED |
| 04/26/2018 | 18:51:30 | WILLIAMSON, B, | KREBS AC9, | UNIT CLEARED |
| 04/26/2018 | 18:51:39 | WILLIAMSON, B, | O'DELL, J | UNIT CHANGE LOCATION ER |
| 04/26/2018 | 19:11:54 | WILLIAMSON, B, | O'DELL, J | UNIT CLEARED |
| 04/26/2018 | 19:11:54 | WILLIAMSON, B, | WILLIAMSON, B, | CALL CLEARED |

## Caller Information

| Name | Phone | Call From Address | Contact? | Employer / Work Phone |
|---|---|---|---|---|
| AT&T MOBILITY | 9186495532 | 516 ELSING RD - SW SECTOR<br>MCALESTER OK | N | |

## Subjects

| Name | Address | Subject Type | Phone |
|---|---|---|---|
| MEGGAN DANIELLE DENNEY | N/A<br>N/A | | ___-___-___ |

# Call Sheet Report
## MCALESTER POLICE DEPARTMENT

**Call #** 16045406
**Date/Time** 4/26/2016 8:28:00
**Type** ANIMAL CALL 224
**Priority**
**How Rcvd**
**Sent to Dispatch**

**Dispatcher** Trammell, S
**Disposition** HANDLED BY OFFICER
**Zone**

### Call To Location
600 E HARRISON, UNKNOWN

### Locations

| Address | Location Type |
|---|---|
| 600 E HARRISON | |

### Notes

| Entered By | Date/Time | Note |
|---|---|---|
| SMITH, DWAYNE, | 04/26/2016 08:33:00 | DISPOSED OF |

### Officers

**Officer** D SMITH
**Agency** MCALESTER PD
**Primary Officer** Y **for Unit**
**Assigned** 08:31:00 **Enroute**
**Arrived** 08:31:00 **De-assigned**
**Cleared** 08:33:00 **Total Time** 00:02:00
**To Station** **At Station**
**Disposition** HANDLED BY OFFICER
**Case Numbers**

### Caller Information

| Name | Phone | Call From Address | Contact? | Employer / Work Phone |
|---|---|---|---|---|
| UNK | | UNKNOWN LOCATION<br>UNKNOWN | N | |



03/18/2019 13:19:38

# Call Sheet Report
## MCALESTER POLICE DEPARTMENT

**Call #** C18-04-03637
**Date/Time** 4/27/2018 8:42:02
**Type** ANIMAL CALL 224
**Priority** 3 - LOW
**How Rcvd** PHONE
**Sent to Dispatch** 04/27/2018 08:44:38

**Dispatcher** KOPENHIEMER, T
**Disposition** HANDLED BY OFFICER
**Zone**

### Call To Location
600 E HARRISON AVENUE MCALESTER OK 74501

### Locations

| Address | Location Type |
|---|---|
| 600 E HARRISON AVENUE MCALESTER OK 74501 | CALL LOCATION |

### Notes

| Entered By | Date/Time | Note |
|---|---|---|
| SMITH, D | 04/30/2018 08:07:01 | TOOK CITY COMPLAINT AND CITATIONS WERE ISSUED. |
| TRAMMELL, S | 04/27/2018 08:44:38 | CALLER CREATED<br>NAME:BARBARA ROBERTS<br>ADDRESS:<br>PHONE:<br>CONTACT:N |
| TRAMMELL, S | 04/27/2018 08:43:56 | WANTS AC TO COME BY THERE/ NEIGHBOR KARISSA FOLGER AND HER DO(<br>WERE ATTACKED YESTERDAY BY ANOTHER DOG |

### Officers

**Officer** D SMITH **Agency** MCALESTER PD **Primary Officer** Y **for Unit** AC1

**Assigned** 09:01:27 **Enroute** 09:01:29 **Arrived** 09:01:30 **De-assigned** **Cleared** 11:04:28 **Total Time** 02:02:58

**To Station** **At Station** **Disposition** HANDLED BY OFFICER

**Case Numbers**

### Radio Messages

| Date | Time | Entered By | Officer | Description |
|---|---|---|---|---|
| 04/27/2018 | 09:01:28 | TROUSSEL, K | SMITH, D | UNIT ASSIGN |
| 04/27/2018 | 09:01:28 | TRAMMELL, S | SMITH, D | UNIT QUEUED ON CALL , Unit: AC1 |
| 04/27/2018 | 09:01:29 | TROUSSEL, K | SMITH, D | UNIT ENROUTE |
| 04/27/2018 | 09:01:30 | TROUSSEL, K | SMITH, D | UNIT ARRIVE |
| 04/27/2018 | 09:01:29 | TRAMMELL, S | SMITH, D | UNIT ENROUTE |
| 04/27/2018 | 09:01:30 | TRAMMELL, S | SMITH, D | UNIT ARRIVE |
| 04/27/2018 | 09:43:38 | TRAMMELL, S | SMITH, D | UNIT CHANGE LOCATION 604 E HARRISON |
| 04/27/2018 | 11:04:28 | KOPENHIEMER, T | SMITH, D | CALL CLEARED |
| 04/27/2018 | 11:04:28 | KOPENHIEMER, T | SMITH, D | UNIT CLEARED |

### Caller Information

| Name | Phone | Call From Address | Contact? | Employer / Work Phone |
|---|---|---|---|---|
| BARBARA ROBERTS | | | N | |



03/18/2019 13:22:07

On Thursday, April 26th, 2018, I, Melissa Powell Animal Control Officer for the City of Krebs, Oklahoma Police Department was dispatched to 6th Street and East Harrison in McAlester at approximately 1803 hours. I was dispatched to a report of 2 dogs involved in a fight in the parking lot of the church on the corner. McAlester Officer's Jonathan O'Dell and Dakota Grantham were also dispatched to the area for reports that the dogs were separated but now the owners of the animals were in a dispute and one of the owners had been bit. Officer O'Dell and myself arrived on scene at approximately 1806 hours. The dogs were all back into their own yards. There were about 5 people in the driveway of 600 E. Harrison with the dog bite victim identified as Ms. Karissa Folger. Ms. Folger was very distraught when I tried to speak with her and I was unable to get a clear answer about what had happened. I walked away from Ms. Folger to speak with one of the neighbors that stated that she witnessed some of what happened and Officer O'Dell called for an ambulance for Ms. Folger's injuries. The neighbor stated that she was inside her home when she heard screaming and came outside and found Ms. Folger on the ground and 2 dogs attacking her dog. She said she ran toward the dogs and the white female dog moved but the other dog was still biting Ms. Folger's dog so she hit it with a piece of metal that she grabbed on her way out of her yard. I was able to identify that the piece of metal as a T-post and I seen no injuries that were caused on the dog from her hitting it. She was able to tell me that both of the dogs involved in the attack lived at 604 E. Harrison. From where I was standing, I could see the male brown and white Bull Terrier pacing the inside of his fence. The neighbor also identified the dog she had ahold of a white Shepherd mix as the dog that is owned by Ms. Folger. I took pictures of the dogs' injuries with the help of Officer Grantham for documentation and wrapped her leash around a post inside the garage to keep her safe and away from everyone while we continued our investigation. I then walked to the fence of Mr. and Mrs. Denney and began to take pictures of the male brown and white Bull Terrier that was inside the fence. He had blood covering all of his face, chest and front legs. He showed no aggression toward me while I stood there and he also let me reach over the fence and pet him. When myself and both of the McAlester officers walked to the front gate, Mrs. Meggan Denney came outside and put her male dog inside the house and let her solid white female Bull Terrier out. Mrs. Denney was very patient with me and her dog while I took pictures. The female was very scared and would not let me get close to her without her running away. The dog had blood on her face and legs. Mrs. Denney was able to provide her proof of up to date rabies vaccinations for both dogs. Officer O'Dell wrote her a citation for unsecure confinement and she was told to keep her dogs up and secure in the yard. As I was getting ready to leave the neighbor came over to me and said she got ahold of Renegar Animal Hospital for Ms. Folger's dog and was wondering how to get the dog there. I spoke to Dr. Brian Renegar on her cellphone and he told me he could meet me at his clinic if I could bring the dog to him. With the help of Officer Grantham, we were able to carefully pick the female Shepherd mix up and put her in my dog box. With a blanket wrapped around the dog, I left the scene in route for Renegar Animal Hospital at approximately 1850 hours. I arrived at Renegar Animal Hospital and was able to leave the dog with Dr. Renegar. I gave him all the contact information I had on Ms. Folger and left there at approximately 1910 hours. I notified dispatch that the female dog was being left there for medical treatment.

End of Report.

Melissa Powell

Statement of Patrolman Jonathan O'Dell:

On April 26th of 2018 I, along with other officers were dispatched to the area of North 6th and East Harrison Ave. in reference to dogs fighting in the middle of Harrison Ave.

Upon arrival of the residence I observed a female sitting on the ground next to a residence bleeding from her leg and a white female standing next to her with a large metal pole. The female on the ground seemed to be bleeding heavily so I requested a medic to my location. At this time Patrolman Dakota Grantham arrived on scene.

While talking with the bleeding female I could smell a strong odor of alcohol coming from her person and she exhibited heavily slurred speech when she began to speak. The bleeding female advised she was walking her dog from North 8th street toward North 6th street on the South side of Harrison in the grass. The bleeding female stated when she passed one residence with two dogs outside in the yard the two dogs came through the fence and attacked her dog. The bleeding female advised she attempted to separate the three dogs that were fighting and was bit several times.

The bleeding female was transported to McAlester Emergency Room where she was treated for her injuries by ambulance.

Jonathan O'Dell 3-18-19 92

McAlester Police Department

Dakota Grantham

03/18/2019

Badge#101

**OFFICER DAKOTA GRANTHAM'S STATEMENT REGARDING DOG BITE INCIDENT ON 04/26/2018**

**CALL LOG#C18-04-03571**

On 04/26/2018 at approximately 1800 hours, Officer Dakota Grantham and Jonathan Odell responded to the area of 6th street and Harrison avenue for the initial report of dogs fighting and a female being involved with the alleged incident.

Upon arrival in the area, Grantham observed officer Odell tending to the white female who appeared to be injured. Grantham also observed that the white female was next to a dog that appeared to have sustained injuries. Grantham quickly learned that the female and the dog had just been attacked by two separate dogs from a neighbor's residence. Grantham approached the injured female to try and assist Odell. While next to the female, Grantham detected a strong odor of alcohol emitting from the female's person.

After McAlester Fire Department arrived to provide medical care to the injured female, Grantham then located the residence where the aggressor dogs were located. Both dogs' faces were bloody but both dogs did not appear to be aggressive or show any signs of aggression towards Grantham.

Officer Odell then issued a citation to the owner of the two aggressor dogs due to her perimeter fence not being adequate to contain any domesticated animals.

McAlester Animal Control was also notified of the incident. Grantham learned at a later time that McAlester animal control AC-1 followed up with the owner of the two aggressor dogs.

End of statement.

Dakota Grantham #101

## Statement of Dwayne Smith

## McAlester Animal Control

On Friday April 27, 2018 Animal Control Officer Dwayne Smith employed with the McAlester Police department was dispatched to 600 E. Harrison regarding to a dog bite/attack that took place Thursday April 26, 2018 at approximately 1803 hours. Officer Smith spoke with Ms. Karissa Folger the victim during the incident. Ms. Folger told Officer Smith that the attack took place on April 26, 2018 at 1715 hours and that four dogs residing at 604 E. Harrison belonging to Mr. Charlie Denney and Mrs. Meggan Denney, got out of their gated area and attack Ms. Folger and her dog while she was walking by the Denney's residences. Ms. Folger told Officer Smith that she wanted to file a complaint against the Denney's on this date of April 27, 2018.

Ms. Folger also told Officer Smith that she wasn't clear about what happened on April 26, 2018 so a complaint was filed against all four dogs and citations were written to the Denney's for vicious, running at large and not having all four dogs registered with the City of McAlester based on the complaint that Ms. Folger filed with the City of McAlester. Ms. Folger also stated to Officer Smith that she could not identify which dog out of the four bit her and her dog.

Officer Smith then proceeded to talk to the Denney's the owners of all four dogs that were told were in the dog attack against Ms. Folger and her dog. Officer Smith told the Denney's that all four dogs were to be quarantine in home for ten days from the time that the attack took place because all four dogs were up to date with current rabies vaccinations and also being that this was the very first incident regarding the Denney's dogs. Officer Smith observed all four dogs and zero of the four were agitated or acting aggressive towards him. Since the incident that took place on April 26, 2018 Officer Smith has not had any other calls, complaints or issues with the dogs.

Ms. Folger since April 26,2018 has changed her number of dogs that were running at large and also that bit her and her dog.

End of Statement.

Dwayne Smith

# PITTSBURG COUNTY ANIMAL SHELTER

## PHYSICAL EXAM/VACCINATION RECORD/ RABIES CERTIFICATE

| DATE | Est.Age | Poss. Breed | Color | Sex | Intake # |
|---|---|---|---|---|---|
| 1-17-18 | 7 months | Husky x | Tan/Blk/Wht | F | C 24539 |

**Vaccination Record** OWNER SURR / PUBLIC FOUND

DHLPPV

DATE 1-17-18

Bronchi-Shield III (Kennel Cough)

DATE 1-17-18

RABIES VACCINE

DATE 1-23-18

RABIES TAG 18-073

DOGS NAME Muttley

MICROCHIP _____ AVID*600*831*878

VECTRA 1-17-18 WEIGHT 42.1

FECAL FLOAT NSATT

STRONGID 1-17, 1-18, 1-19

PANACUR _____

DOXY _____

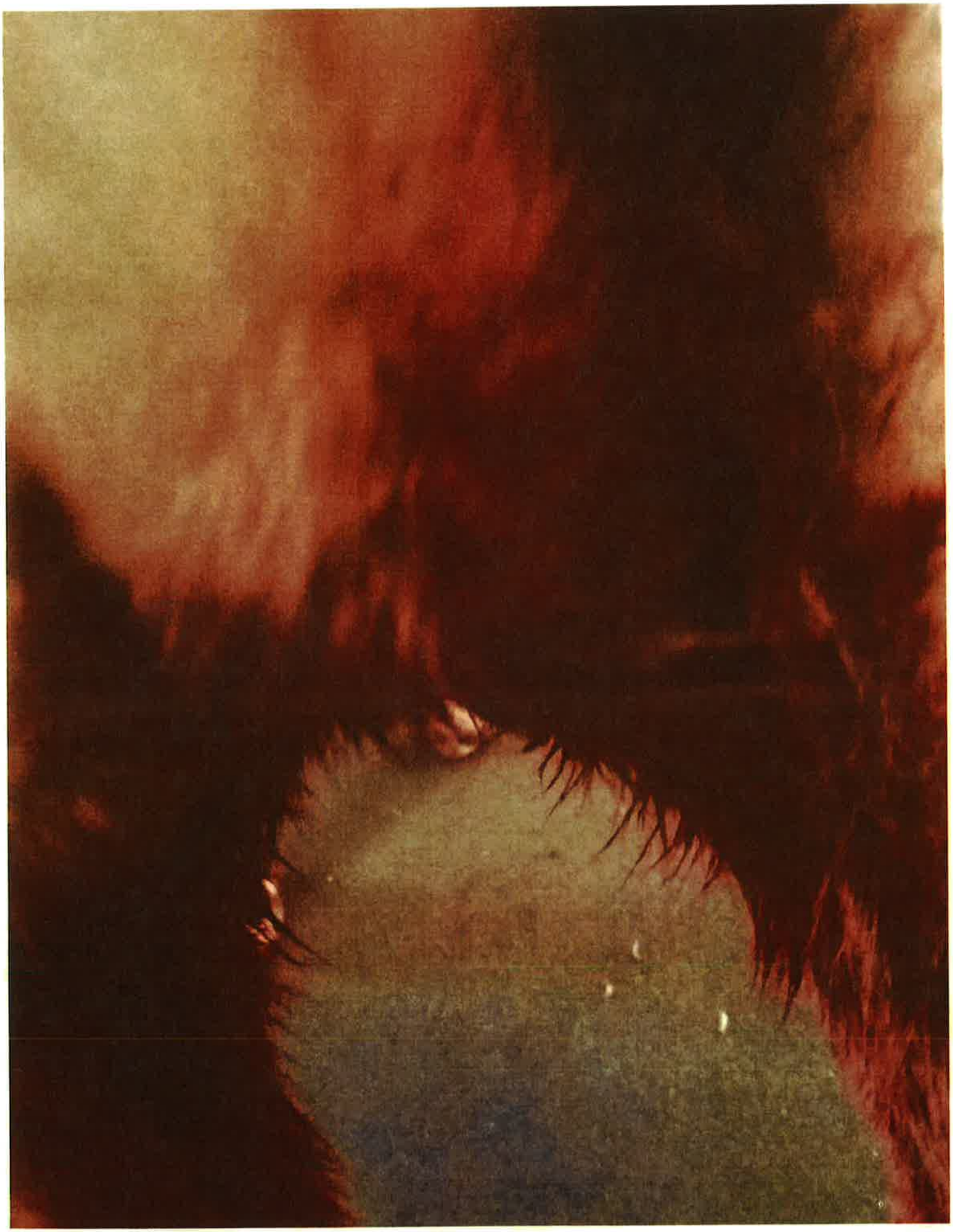
AMOXI _____

VETERINARIAN NOTES:

Routine Spay

Appears Healthy

1-23-18 MF



26/04/2018

26/04/2018

26/04/2018

26/04/2018

26/04/2018

6/04/2018

26/04/2018

Officer Chuck Sutterfield

Incident on 12-20-2018

1721 hrs

604 E. Harrison

On this date I Officer Sutterfield was dispatched to 604 E. Harrison to stand by with the Animal Control Officer while He issued citations on a animal complaint he was investagating. Animal Control Officer Dewayne Smith issued citations to a homeowner while I stood by with him. I have no further knowledge of this address or any other calls regarding this location. I attempted to locate my body cam on this call and it has been too long ago for me to review it.

Chuck Sutterfield

MARIANO ACUÑA
ATTORNEY

ACUÑA
LAW

March 14, 2019

*Via Certified Mail No.: 7018 1830 0002 0120 8418*

McAlester Police Department
P.O. Box 388
McAlester, OK 74502-038

RE: Our Client: Karissa Folger
Date of Injury: April 26, 2018

To Whom It May Concern:

Please be advised that our law firm represents Karissa Folger regarding the enclosed Notice of Tort Claim.

Sincerely,

Jacqueline M Berry

Jacqueline M. Berry
Legal Assistant
ACUÑA LAW FIRM

P | 405.225.0703 F | 405.551.8749 E | mariano@acunalawfirm.com

ACUÑA
LAW

MARIANO ACUÑA
ATTORNEY

# NOTICE OF TORT CLAIM

DATE: March 14, 2019

**FAX: (918) 423-7304**
County of Pittsburg
County Clerk
115 E. Carl Albert Pkway,
Room 103
McAlester, OK 74501

**VIA CERTIFIED MAIL**
McAlester City Council
City Hall
28 E. Washington Avenue
McAlester, OK 74501

**VIA CERTIFIED MAIL**
Mr. Pete Stasiak
City Manager
28 E. Washington Avenue
P.O. Box 578
McAlester, OK 74501

**VIA CERTIFIED MAIL**
McAlester Police Department
28 E. Washington
P.O. Box 388
McAlester, OK 74501

**RE: CLAIM PURSUANT TO THE GOVERNMENTAL TORT CLAIMS ACT, 51 O.S. §151 *et seq.***

**CLAIMANTS' NAME AND ADDRESS:**

Karissa Folger
4201 W. Memorial Road
Apt. #603
Oklahoma City, OK 73134

P | 405.225.0703 F | 405.551.8749 E | mariano@acunalawfirm.com

**DATE, TIME, PLACE AND CIRCUMSTANCES OF THE CLAIM:**

On April 26, 2018, at about 5:15 P.M., Karissa Folger, then a resident of the City of McAlester, was brutally attacked by a pack of vicious dogs owned by Charlie and Megan Denney. At the time of the attack, Ms. Folger was walking her puppy at or near 601 E. Harrison in McAlester.

Before April 26, 2018, employees of the City of McAlester, to include, employees of the McAlester Police Department and McAlester Animal Control knew that the dogs owned by the Denneys were vicious with a propensity to attack, yet the City took no corrective action . The City, through its employees, was aware of past attacks by the Denneys' dogs. Upon information and belief, before April 26, 2018, the City of McAlester had issued as many as six citations to the Denneys for unregistered dogs, dogs at large, and dangerous animals to be declared vicious. Despite past prior knowledge of the dangerousness of the Denneys' dogs, the City of McAlester took no effective and necessary corrective action.

The City of McAlester and its staff, known to the City and unknown to claimant, were negligent. As a direct result of said negligence, Ms. Folger suffered serious, permanent, and disfiguring injuries. Her medical bills to date are approximately $63,650.00. Ms. Folger may need medical care in the future, to include counseling due to trauma, as well as plastic surgery for her scars. Ms. Folger also lost income and suffered pain of mind and body.

**GOVERNMENT AGENCY/AGENCIES INVOLVED:**

McAlester Police Department
McAlester Animal Control

**COMPENSATION DEMANDED:** $125,000.00 or applicable insurance limits.

**CLAIMANT'S ATTORNEYS:**

Mariano Acuña, OBA #20023
Acuña Law Firm
201 N.E. 13th Street
Oklahoma City, OK 73104
P: (405) 225-0703
F: (405) 551-8749
mariano@acunalawfirm.com

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda N |
| **Department:** | Community Services | | |
| **Prepared By:** | Mel Priddy | **Account Code:** | |
| **Date Prepared:** | April 30, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 1 |

## Subject

Consider and act upon, a Personal Services Agreement with Jim Grego for hay baling on the Steven Taylor Industrial Park and Hwy. 31 west of Indian Nation Turnpike in the amount of $925.00.

## Recommendation

Motion to approve the Personal Services Agreement with Jim Grego for hay bailing in the amount of $925.00.

## Discussion

The Community Services Department received (3) bids for hay baling on Steven Taylor Industrial Park and Hwy. 31 west of Indian Nation Turnpike. Staff recommends awarding the high bid of $925.00 to Jim Grego.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

# BID TABULATION SHEET

## Haybaling- City of McAlester Properties

Bid Opening
April 24, 2019 4:00pm

| Bidder | Amount |
|---|---|
| Jim Grego<br>617 NW Bowers Rd<br>Wilburton OK | $925.00 |
| Quick Gro Erosion Control LLC<br>Box 80<br>Gowen OK 74545 | $900.00 |
| David Wright<br>Box 1571<br>McAlester OK 74502 | $825.00 |
| | |
| | |
| | |
| | |
| | |
| | |

CITY OF MCALESTER

INVITATION FOR BIDS

FOR HAYBALING

The City of McAlester is soliciting competitive bids for the hay baling of approximately 11 acres of property known as the Steve Taylor Industrial Park, and also 34.12 acres of property on Hwy 31 West of the Indian Nation Turnpike. Sealed bids will be accepted at the City of McAlester, office of the Community Services Director, 801 N. 9th Street, McAlester, Oklahoma on or before 2:00 PM April 24, 2019.

The term of this contract shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement attached. The bidder understands that this bid is only for the right to bale and sell hay on the property and no other rights are granted or implied. Successful Bidder must have liability insurance coverage in the amount of $1,000.000.00.

The undersigned bidder agrees to pay the City of McAlester an annual fee in the amount of Nine hundred twenty five ($ 925.00

Bidders Name: Jim GREGO

Address: 6179 NW. Bowers Rd WILBURTON

Telephone Number(s): 918-232-5763

Signature of Bidder: Jim Grego

Date: 4-12-19

AgSecurity Insurance Company
2501 N. Stiles Oklahoma City, Oklahoma 73105

# DECLARATIONS PAGE
## Commercial General Liability Policy

Agent # & Name: 01226 - C Inc Double Circle
County Office: Latimer County Farm Bureau
918-465-2453
Member Number: 00052450

Attach to your policy
Not a Statement of Premium Due

**Policy Number:** **CGL00031576** Version: 2
Named Insured: James G &/or Sandra F Grego

Named Insured Mailing Address: 6179 NW Bowers Rd
Wilburton, OK 74578-3546

**Effective Date:** 04/28/2019 **Expiration Date:** 04/28/2020 **Amended Date:** **Type:** Renewal Activate

**Policy Period:** 12:01 AM standard time as to each of said dates at the address shown; and such like terms thereafter as the required premium is paid by the insured on or before expiration of the current term and is accepted by the company.

**Amended Reason:**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**FORM OF BUSINESS** Individual

## Coverage Summary

**Policy Deductible**

None

## Limits of Liability

| | |
|---|---|
| Each Occurrence Limit | $1,000,000 |
| Bodily Injury and Property Damage Liability | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 *Any one person or organization* |
| Medical Expenses | $5,000 *Any one person* |
| Damage to Premises Rented to You | $100,000 *Any one premises* |
| General Aggregate Limit | $1,000,000 |
| Products/Completed Operations Aggregate Limit | Included |

## Advance Premium

| | |
|---|---|
| Premises/Operations Premium (sum of all classifications) | $890 |
| Products/Completed Operations Premium (sum of all classifications) | $0 |
| Other Coverage Or Premium Endorsements | |
| Terrorism Endorsement Coverage | $4 |
| **TOTAL ADVANCE PREMIUM** | **$894** |

LIABILITY

*Countersigned* Paul Springer *Date* 04/01/2019

00000892-002-004-TGWOFB1-04021977-25-15-STNI001-00-3-00000892

**JIM OR SANDY GREGO**
PH. 918-465-2885
6179 NW BOWERS ROAD
WILBURTON, OK 74578

7169
88-230/1031

5-3-19
Date

CHECK ARMOR

Pay to the Order of City Of McAlester $ 925.00

Nine hundred twenty five Dollars

Photo Safe Deposit®

**Latimer State Bank**
918-465-2327 Member FDIC
301 West Main
Wilburton, OK 74578

For

Jim Grego

⑆103102300⑆ 7169 ⑈23⑈8088⑈

**Personal Service Agreement**
**By and Between the City of McAlester and David Wright**

This Personal Service Agreement made and entered into this 2nd day of May, 2019 by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and Jim Grego an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

**WHEREAS**, the City desires to allow Contractor to bale hay on the property known as: approximately 11 acres of property known as Steve Taylor Industrial Park and also 34.12 acres of property on Hwy 31, west of the Indian Nation Turnpike.

**WHEREAS**, the Contractor has shown an ability to adequately meet the terms and conditions of this Agreement; and

**NOW THEREFORE**, in consideration of the terms, conditions, and covenants herein set forth, City and Contractor mutually agree as follows:

1. GRANT
For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on City property known as the McAlester Water Shed, Hwy 31 West of Indian Nation Turnpike, and Steve Taylor Industrial Park (the "Property").

2. TERM
This Agreement shall commence the 2nd day of May, 2019, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 2nd day of May, 2020, (the "Term").

3. PAYMENT
The Contractor shall pay the City cash equal to Nine Hundred Twenty- Five Dollars and no/cents ($925.00) for the Term of this Agreement. All sums due to City shall become due and payable within 10 days of approval by the City Council. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.

4. USE
A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.



B. The City shall not be responsible or liable to Contractor or anyone

claiming by, through, or under Agreement for any costs, expenses, profits, or other compensation whatsoever and Contractor shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, and any other items necessary to bale hay on the Property.

5. TERMINATION

A. The City reserves the right to terminate this Agreement at any time, for any reason, upon ten (10) days' prior written notice to the Contractor.

6. CONTRACTOR COVENANTS

A. Contractor shall furnish all equipment and labor to bale and remove all hay from the Property.

B. Contractor shall conduct all hay baling in a good and workmanlike manner.

C. Contractor shall not, without prior written consent of City, burn any hay, straw, grass vegetation or stalks on the Property.

7. INDEMNIFICATION

Contractor shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Contractor's use of the Property or conduct of its business or from any activity, work, or anything done, permitted or suffered by the Contractor, in or about the Property, and will further indemnify and save the City against and from any and all claims arising from any breach or default on Contractor's part in the performance of any covenant or agreement on Contractor's part to be performed pursuant to the terms of this Agreement or arising from any act, negligent or intentional, of Contractor, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against the City by reason of such claim. Contractor, upon written notice from the City, shall resist and defend, at Contractor's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to City. Contractor hereby waives all claims in respect thereof against the City and agrees to defend and save the City, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claim by others.

Contractor agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Agreement, which evidence of said insurance shall be furnished the City Clerk prior to hay baling on City Property.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

**Contractor:**

Jim Grego
6179 NW. Bowers Rd
Wilburton, OK 74578

**City:**

Pete Stasiak
City Manager
City of McAlester
28 E. Washington
McAlester, Ok. 74501

9. ASSIGNMENT

Contractor shall not sublet, or assign or in any manner encumber this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the City with respect to the matters covered thereby and shall extend to and is binding upon the heirs, executors, administrators, and personal representatives of the parties hereto.

11. VENUE

This Agreement shall be governed by the laws of the State of Oklahoma and exclusive venue shall be Pittsburg County, Oklahoma.

12. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

14. MISCELLANEOUS DRAFTING PROVISIONS
This Agreement shall be deemed drafted equally by all parties hereto.

**IN WITNESS WHEREOF**, the parties hereunto signed this Agreement as of the date first above written.

Executed for and on the behalf of the City on the 2nd day of May, 2019.

**CITY OF McALESTER**
An Oklahoma Municipal Corporation

John Browne, Mayor

**ATTEST:**

Cora Middleton, City Clerk

Executed for and on behalf of the Contractor on the 7th day of May 2019.

**CONTRACTOR**

**APPROVED AS TO FORM:**

Bill Ervin, City Attorney

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda O |
| **Department:** | | | |
| **Prepared By:** | Christi John, President, McAlester Main Street | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 4 |

## Subject

Consider and act upon, a request from McAlester Main Street for support in the amount of $30,000.00 for fiscal year 2019/2020.

## Recommendation

Staff recommends approval for funding in the amount of $30,000.000 for support of McAlester Main Street for fiscal year 2019/2020.

## Discussion

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

McALESTER MAIN STREET

From Old Town to Downtown

May 1, 2019

Dear Council,

With our request for the 2019-2020 fiscal year, McAlester Main Street would like to review our activities so far in the current fiscal year. Below, we have explained our progress in each area of the Main Street Four Point Approach for our current fiscal year to April 2019:

**Organization**

McAlester Main Street has raised $6,599.28 in partnerships as of April 15, 2019. We expect to receive an additional $15,000 in partnerships by the end of the fiscal year.

**Promotion**

McAlester Main Street is continuing to make a large footprint in public and private awareness with our use of social media, McAlester Radio and McAlester News Capital. McAlester Main Street has been successful in increasing the funding generated towards our program in fundraisers. To date our fundraisers included Culturefest passport, Trick or Treat in the Street, Haunted House, Christmas Parade, Main Street Banquet and Chocolate Tour, Main Street has raised $30,513.65 through the end of April. Promotional events are a huge part in the contributing to the vitality and community use of Historic Districts. From Small Business Saturday to Town Hall Meetings we have seen an increase of community gathering events centered in Old Town and Downtown McAlester.

**Design**

McAlester Main Street Design committee and our partners successfully produced funding for Streetscape project over 30K singlehandedly for the build of the bandstand and future implantation of the Downtown Streetscape Project with an estimated cost to implement of over $664,770 for East Choctaw Ave Main to Second Street. McAlester Main Street has purchased a $6,500.00 speaker system that will be placed on PSO light poles to bring audio experience to district visitors.

MAIN STREET AMERICA™
Nationally recognized. Locally powered.™
119 E Choctaw Ave., Ste 104 • McAlester, OK • (918) 423-8888 • info@mcalestermainst.org

McALESTER MAIN STREET
From Old Town to Downtown

**Economic Vitality**

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

During the calendar year 2018, Downtown and Old Town saw 6 façade improvements and 45 to date. A total of 10 New Business opened in both districts with 139 opening to date. Out of our total population of 18,363, community members produced a sum of 3,965 volunteer hours, worth an estimated gross amount of $97,895.85 with a total program to date amount of $354,679.64. A total amount of private investments in the districts come in high at $1,114,350.00 and $7,761,189.00 program to date amount.

McAlester Main Street looks forward to continued progress in the upcoming year, and we request continued partnership with the City of McAlester to move forward and improve our community. Please find the enclosed objectives for the upcoming fiscal year, our proposed contract, and a request of $30,000 for the 2019-2020 fiscal year.

Thank you very much for your support.

Respectfully,

Christi John
President of the Board of Directors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McAlester Main Street

From Old Town to Downtown

# Goals for 19/20 Fiscal Year:

- *Generate $20,500 through partner, sponsor and friend annual commitment drives*
- *Raise $25,000 through fundraising activities.*
- *Create volunteer roles to support activating more volunteers in the work of commercial revitalization.*
- *Host or Co-host Culturefest, Main Street Banquet, Splash Bash, Christmas Parade, Vintage Christmas and Trick or Treat Party in the Street.*
- *Assist in the creation of a façade grant program within the district.*
- *Implement a vacant building tour to highlight available properties in the Downtown and Old Town District.*
- *Coordinate with community partners to the creation of business spotlight and development opportunities such as a Taste of McAlester, Entrepreneur Fair/Training event, and kitchen and/or retail incubators.*
- *Continue to track private and public investment in the district.*
- *Track vacancy and triage the causes of extended vacancy.*
- *Develop business recruiter tools and a resource library for property owners to attract the businesses and services that supports a vibrant product mix in the district.*
- *Develop a quarterly newsletter.*
- *Continue to expand marketing efforts for our Main Street member businesses.*
- *Support the joint-effort of completing the installation of the Wayfinding system signage in both districts and the community.*
- *Assist in the development of promotional materials with McAlester Tourism, Choctaw County, OK Tourism, and other partners.*
- *Engage community members in producing a Capital Improvement Plan for historic preservation within Main Street districts.*
- *Facilitate the creation of a permanent bandstand at 1st Street and Choctaw Ave.*
- *Award $1,000 in public art opportunities to local artist with the districts.*
- *Provide at least eight interior design consultation services to Downtown and Old Town business operators.*
- *Install the purchased $6,500.00 Street Sounds Speaker System.*
- *Award two $500.00 Student Scholarships.*
- *Implement #BeTheChange Campaign*
- *Complete Parking Lot Project with SOAR.*
- *Positively impact Community and City officials to increase program funding.*


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# McAlester Main Street Budget to Actual
## Quarter Ending 3-31-19

Numbers of Months included: 9

| | Annual Budget | YTD Budget | YTD Actual |
|---|---|---|---|
| **Revenue** | | | |
| Sponsors/Partnerships/Friends of MMS | $20,500.00 | $15,375.00 | $6,599.28 |
| City of McAlester | $30,000.00 | $22,500.00 | $22,500.00 |
| Fund Raising | $25,500.00 | $19,125.00 | $30,513.65 |
| In Kind (Acctg , Tel & Internet) | $720.00 | $540.00 | $360.00 |
| Donations | $1,200.00 | $750.00 | $3,488.43 |
| Interest Income & Misc. | $47,000.00 | $35,250.00 | $0.00 |
| **Total Revenue** | **$124,920.00** | **$93,540.00** | **$64,075.35** |
| **Salary and Wages** | | | |
| Base Salary | $30,000.00 | $22,500.00 | $21,699.99 |
| Payroll Taxes | $2,600.00 | $1,950.00 | $1,660.05 |
| Cell Phone | $1,020.00 | $765.00 | $281.32 |
| *Total* | **$33,620.00** | **$25,215.00** | **$23,641.36** |
| **Office Expenses** | | | |
| *Rent (include utilities)* | $3,900.00 | $2,925.00 | $2,925.00 |
| Equipment | $500.00 | $375.00 | $386.89 |
| Office Supplies | $1,000.00 | $750.00 | $55.58 |
| Website host/maintenance | $660.00 | $495.00 | $490.00 |
| Telephone & Internet (in kind) | $720.00 | $540.00 | $1,241.04 |
| Contingency | $299.55 | $224.66 | $0.00 |
| *Accounting Services (in kind)* | $7,020.45 | $5,265.34 | $1,200.00 |
| *Accounting Services (begin Oct)* | $3,600.00 | $2,700.00 | $1,800.00 |
| *Total* | **$17,700.00** | **$13,275.00** | **$8,098.51** |
| **Professional Development** | | | |
| Conference/Travel/Meals/Registration | $6,000.00 | $4,500.00 | $1,847.37 |
| Training Materials | $100.00 | $75.00 | $0.00 |
| *Total* | **$6,100.00** | **$4,575.00** | **$1,847.37** |
| **Other Expenses** | | | |
| Promotion & Advertising | $500.00 | $375.00 | $1,399.20 |
| Postage | $500.00 | $375.00 | $144.00 |
| Insurance | $2,000.00 | $1,500.00 | $0.00 |
| Membership Dues | $750.00 | $562.50 | $350.00 |
| Other Expenses | $1,550.00 | $1,162.50 | $0.00 |
| Scholarships | $1,000.00 | $750.00 | $1,000.00 |
| Partnership/shared fundraising | $6,500.00 | $4,875.00 | $0.00 |
| Special Projects | $47,000.00 | $35,250.00 | $0.00 |
| *Total* | **$59,800.00** | **$44,850.00** | **$15,831.92** |
| **Committee Expenses** | | | |
| Executive Committee | $200.00 | $150.00 | $0.00 |
| Organization-Fundraising | $3,000.00 | $2,250.00 | $7,516.86 |
| Organization-Membership | $525.00 | $393.75 | $7,941.79 |
| Design | $2,000.00 | $1,500.00 | $1,000.00 |
| Economic Vitality | $500.00 | $375.00 | $0.00 |
| Promotion | $2,475.00 | $1,856.25 | $7,941.79 |
| Total | **$8,700.00** | **$6,525.00** | **$16,700.94** |
| **Total Expenses** | **$125,920.00** | **$94,440.00** | **$66,120.10** |

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda P |
| **Department:** | | | |
| **Prepared By:** | John Browne, Mayor | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 1 |

## Subject

Concur with the Mayor's appointment of Judge James Bland to replace Justice Steven Taylor on the McAlester Regional Health Center Authority Board for a term to expire on February 28, 2025.

## Recommendation

Concur with the appointment of Judge James Bland to the McAlester Regional Health Center Authority Board.

## Discussion

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

## Susan Hooper

**From:** john browne <osalc@hotmail.com>
**Sent:** Monday, May 06, 2019 4:27 PM
**To:** Susan Hooper
**Subject:** Hospital board

I was born and raised in Siloam Springs, Arkansas. Upon graduation from the University of Arkansas School of Law in 1982, I accepted a job in McAlester, with the firm Gotcher, Gotcher and Taylor. I was in private practice for 12 years, and was a partner at Gotcher, Brown, Bland and Belote when appointed as a Special District Judge for the 18th Judicial District. In 2004, I was appointed Associate District Judge for Pittsburg County. I was elected District Judge in 2014, and retired from that position January 1, 2019. My wife, Cara, and I, have been married since 1982. We now live at 1406 Timber Lane in McAlester. Our son, Eli, was admitted to the Oklahoma Bar Association in 2017, and practices law at Contreras and Bland. Our daughter, Ryli Middendorff, lives in Uppsala, Sweden.
Sent from my iPhone

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda Q |
| **Department:** | | | |
| **Prepared By:** | Megan Waters, Executive Director | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 1 |

## Subject

Accept and place on file the Pride in McAlester Quarterly Performance Report for January through March, 2019.

## Recommendation

Staff recommendation is to accept and place on file the Quarterly Performance Report for Pride in McAlester for January through March, 2019.

## Discussion

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

# PRIDE IN MCALESTER

## QUARTERLY REPORT TO THE MCALESTER CITY COUNCIL

## JANUARY 2019 TO MARCH 2019

Keep McAlester Beautiful
Pride In McAlester
KEEP AMERICA BEAUTIFUL AFFILIATE

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PAGE 17

# ORGANIZATION

BOARD OF DIRECTORS

MEMBERSHIP

VOLUNTEERS

FINANCIAL REPORT

BALANCE SHEET

# BOARD OF DIRECTORS

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

*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.*

Carol Bishop resigned from treasurer and the board in March and Steve Harrison took the treasurer position. Board is actively looking for new members.

# MEMBERSHIP

| | |
|---|---|
| Individual | 19 |
| Family | 24 |
| Lifetime | 23 |
| Business | 24 |
| Nonprofit | 9 |
| Permanent Partner | 7 |
| Student | 2 |

108

total memberships

# VOLUNTEERISM

15 Project Volunteers spent

22 hours

cleaning and beautifying our community during the third quarter of 2018-2019.

The Board of Directors spent

42 hours

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

In addition to volunteer projects, another

48 hours

of organizational support was provided by 3 volunteers and in-kind labor.

# FINANCIAL REPORT

| Income | Annual Budget | Year-To-Date | |
|---|---|---|---|
| Donations | $12,000.00 | $19,177.89 | 158% |
| Grants & Sponsorships | $17,000.00 | $15,310.00 | 90% |
| McAlester City Contract | $60,000.00 | $45,000.00 | 75% |
| Membership Dues | $3,000.00 | $3750.00 | 125% |
| Special Projects (Streetscape) | - | $5700.00 | - |
| **Total Revenue** | **$92,000.00** | **$88,937.89** | **96%** |
| **Expenses** | | | |
| Advertising | $1,200.00 | $710.86 | 59% |
| Awards & Banquet | $3,500.00 | $3546.65 | 101% |
| Office & Storage Rent | $5,000.00 | $4940.96 | 98% |
| Office Supplies | $2,000.00 | $1756.73 | 87% |
| Payroll & Payroll Tax | $43,000.00 | $30,560.24 | 71% |
| Travel & Meetings | $2,500.00 | $3169.92 | 126% |
| Insurance | $1,300.00 | $1,155.00 | 89% |
| Household Hazardous Waste | $23,000.00 | $14896.85 | 64% |
| Electronic Recycling | $10,000.00 | $5,910.00 | 59% |
| Dues, Fees, & Memberships | $800.00 | $425.00 | 53% |
| Volunteer Projects | $2,000.00 | $1793.48 | 89% |
| Scholarship | $500.00 | $0.0 | 0% |
| Public Art | $2,000.00 | $408.10 | 20% |
| Vehicle Expenses | $1,200.00 | $385.62 | 32% |
| Recycling | $500.00 | $401.15 | 80% |
| **Total Expense** | **$98,500.00** | **$70,060.56** | **71%** |
| **Net Gain/Loss*** | $6,500.00 | $18,877.33 | |
| ***In-Kind Donations*** | *$5,000.00* | *$3285.74* | *65%* |

# BALANCE SHEET

| | |
|---|---|
| GENERAL CHECKING | 71,459.63 |
| SPECIAL PROJECTS | 1,450.00 |
| CURRENT ASSETS | 72,909.63 |
| CURRENT LIABILITIES | 1,646.43 |
| CURRENT EQUITY | 80,952.50 |
| **TOTAL LIABILITIES & EQUITY** | **82,598.93** |

# ANNUAL VOLUNTEER APRECIATION BANQUET

# VOLUNTEER PROJECTS

FIRE HYDRANT PAINTING

BELFAIR — of McAlester —

First National Bank & Trust Company

THE BANK National Association

McAlester RADIO

McAlester Regional

McClendon Garden Center

*Life's A Garden Dig It*

Steve and Patty Harrison Foundation

BancFirst Loyal

FloodSERV

McCABE CRANE & SIGN SERVICES

DOTTIES

Keep McAlester Beautiful — Pride In McAlester

KEEP AMERICA BEAUTIFUL AFFILIATE

# 10TH ANNUAL VOLUNTEER APPRECIATION BANQUET

FEBRUARY 21, 2019

MCALESTER COUNTRY CLUB

UNION PACIFIC

115 people attended our banquet in February.

Ten financial sponsors supported totaling $4600.00. Profit total $4683.39, and another $1925.73 in kind donations!

# HYDRANT PAINTING

Pride In McAlester held the annual fire hydrant painting March 16th. In spite of it being the first weekend of spring break, we still had 15 volunteers spend 2 1/2 hours painting 37 fire hydrants. At least five of these volunteers were first timers and have shown continued interest in Pride In McAlester!

# PROGRAMS

RECYCLING

SCHOLARSHIP

ADOPT-A-BLOCK
AND INTERSECTION

# RECYCLING

Pride In McAlester completed three presentations in the month of March 2019, The Sertoma Club, The Rotary Club and The Lion's Club. Each of these presentations focused on recycling. What McAlester Recycling Center takes and what Choctaw Recycling takes and where to find them. Flyers were handed out.

# J.T. COLLIER MEMORIAL LEADERSHIP SCHOLARSHIP

Pride In McAlester is offering a $500 scholarship opportunity to recognize outstanding community leadership in young people and help students reach their academic goals. Applications for the J.T. Collier Memorial Leadership Scholarship Program were accepted until March 15, 2019.

Keep McAlester Beautiful
Pride In McAlester
KEEP AMERICA BEAUTIFUL AFFILIATE

# ADOPT-A-BLOCK

During the third quarter of 2018-2019, participants reported 9 volunteers completing 15 hours of volunteerism on their adopted areas. We gained 2 new adopt a block members, bringing us to current total of 34.

# AWARDS & GRANTS

## KEEP AMERICA BEAUTIFUL

## KEEP OKLAHOMA BEAUTIFUL

# KEEP AMERICA BEAUTIFUL

Keep America Beautiful awarded Pride In McAlester (Keep McAlester Beautiful) the 2018 Affiliate Award of Excellence at the annual Keep America Beautiful conference in Baltimore, MD. Pride In McAlester Executive Director, Megan Waters pictured with Keep America Beautiful President & CEO Helen Lowman

Keep America cigarette litter prevention grant of $500.00 award to Pride In McAlester was spent on cup holder ashtrays

# KEEP OKLAHOMA BEAUTIFUL

Keep Oklahoma Beautiful awarded Pride In McAlester a $1500.00 Environmental Beautification Grant to purchase 15 dogwood trees to be planted Arbor Day 2019.

# SOCIAL MEDIA

PRIDE IN MCALESTER

10TH ANNUAL VOLUNTEER APPRECIATION BANQUET

THURSDAY, FEBRUARY 21, 2019

SILENT AUCTION, MUSIC, & CASH BAR AT 5:30 PM

DINNER & AWARDS AT 6:30 PM

MCALESTER COUNTRY CLUB

INDIVIDUAL TICKETS $25.00

TICKETS & SPONSORSHIPS AVAILABLE ONLINE AT WWW.PRIDEINMCALESTER.COM/BANQUET

OR CALL 918-426-4444

RSVP BY FEBRUARY 15, 2019

Keep Pride In McAlester
McAlester Beautiful

Keep Pride In McAlester
McAlester Beautiful
KEEP AMERICA BEAUTIFUL AFFILIATE

**Monthly lunch meeting**

**Thursday, March 14, 2019**

**12:00 pm**

**119 E. Choctaw Ave**

COMPASS

Save the dates!

2019 Spring Cleanup

Bulk trash-metal-tires-electronics

April 6-7 13-14 20-12 27-28

Household hazardous waste

on April 27th

Keep Pride In McAlester
McAlester Beautiful

Fire hydrant painting!

Saturday, March 16th

10am meet at the

B and Jefferson Park

Wear your paint clothes!

Keep Pride In McAlester
McAlester Beautiful
KEEP AMERICA BEAUTIFUL AFFILIATE

# UPCOMING PROJECTS

Arbor Day dogwood planting at Will Rogers Elementary School and Buffalo Run Disc Golf at Rotary Park-April 26th.

Outdoor Classroom McAlester Public Schools May 9 and 14.

Informational booths May 4th, Beta Iota Car Show and May 18th Family Fun Fest

Adopt A Park launches in May!

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda R |
| **Department:** | | | |
| **Prepared By:** | Pam Pulchny, Exec Dir | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 2 |

**Subject**

Accept and place on file the Oklahomans for Independent Living Quarterly Reports for the months of July through September, and October through December, 2018.

**Recommendation**

Staff recommends acceptance of the Quarterly Reports of Oklahomans for Independent Living.

**Discussion**

**Approved By**

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | | |

Center for Independent Living
ADvantage Case Management
Independent Living Services
Community Integration
Transportation
Employment
Recreation

Oklahomans for Independent Living
McAlester

601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

# Oklahomans for Independent Living
## Transportation Program
## Quarterly Report
## July through September 2018

From July 2018 through September 2018 – *OIL has transported citizens to medical appointments, banking, utility companies, shopping, beauty shops, restaurants, mental health services, tribal health services, Social Security, Health Department and Department of Human Services.*

- **During this quarter, OIL transported 156 people and provided 450 trips.** At each of those 450 trips, citizen's either
- paid a bill,
- bought groceries or received services that they needed,
- ate a meal or splurged on themselves, family or friends,
- or conducted business or received healthcare.
- All of which generated income for area businesses and the City. Citizens had access to Lift Equipped Public Transportation.

During this quarter, OIL has provided 1,229 miles in public transportation.

The OIL Transportation Program expenses include an On-Call Bus Driver, fringe benefits, insurance, fuel, maintenance, occupancy, phone/utilities and office supply/expense. Program Expense: $6,252.00.

The OIL Transportation Program is all that some citizens have in the way of transportation. Without the program, citizens would be secluded to their homes more often and goods and services would not be received.

Sincerely,

Pamela Pulchny

Pamela Pulchny,
Executive Director

*Attached Consumer Service Report and Disability Report, of services utilized by the citizens of Pittsburg County.

# Consumer Services Report
from 07/01/2018 to 09/30/2018

| Pittsburg, OK | Request Total | Distinct Received | Total Received |
|---|---|---|---|
| Adult/Employment Transition (Vocational Services) | 0 | 0 | 0 |
| Advocacy/Legal Services | 0 | 0 | 0 |
| Assistive Technology | 0 | 0 | 0 |
| Case Management (Other) | 2 | 0 | 0 |
| Children's Services | 0 | 0 | 0 |
| Communication Services | 0 | 0 | 0 |
| Community Based Services (Personal Assistance Services) | 5 | 0 | 0 |
| Counseling and related services | 0 | 0 | 0 |
| Family Services | 0 | 0 | 0 |
| High School/Employment Transition (Vocational Services) | 0 | 0 | 0 |
| Housing, Home Modification, and Shelter Services | 2 | 2 | 2 |
| IL Skills Training and Life Skills Training | 0 | 0 | 0 |
| Information and Referral Services | 34 | 33 | 33 |
| Mental Restoration Services | 0 | 0 | 0 |
| Mobility training | 0 | 0 | 0 |
| NCF Transition (Personal Assistance Services) | 0 | 0 | 0 |
| Nutrition (Other) | 1 | 0 | 0 |
| Other | 0 | 0 | 0 |
| Peer Counseling Services | 60 | 60 | 60 |
| Personal Assistance Services | 2 | 0 | 0 |
| Physical Restoration Services | 0 | 0 | 0 |
| Preventive Services | 0 | 0 | 0 |
| Prostheses, Orthotics, and other appliances | 0 | 0 | 0 |
| Recreational Services | 81 | 81 | 81 |
| Rehabilitation Technology Services | 0 | 0 | 0 |
| Therapeutic Treatment | 0 | 0 | 0 |
| Transportation Services | 36 | 36 | 36 |
| Vocational Services | 0 | 0 | 0 |
| Youth/Transition Services | 0 | 0 | 0 |
| **Totals** | 223 | 212 | 212 |

**Total of all Counties - Requested: 223, Distinct Received: 212, Total Received: 212**

# Disabilities Report

from 07/01/2018 to 09/30/2018

| Pittsburg, OK | Disability Total |
|---|---|
| Alzheimer's Disease | 0 |
| Amputation | 3 |
| Arthritis | 22 |
| Autism | 4 |
| Back Injury | 15 |
| Blindness | 4 |
| Burn Injury | 1 |
| Cancer | 7 |
| Cardiac/Circulatory Condition | 11 |
| Cerebral Palsy | 6 |
| Cystic Fibrosis | 0 |
| Deafness/Hearing Loss | 7 |
| Developmental Disability | 47 |
| Diabetes | 14 |
| Down Syndrome | 2 |
| Drug/Alcohol Abuse | 2 |
| Emotional/Behavioral Disabilities | 1 |
| End-Stage Renal Disease | 0 |
| Endocrine/Metabolic Condition | 1 |
| Environmental Sensitivity | 0 |
| Epilepsy | 4 |
| Hansens Disease | 0 |
| Hard of Hearing/Hearing Loss | 2 |
| Head Injury | 3 |
| Heart Disease | 8 |
| Hemiplegia | 0 |
| Hemophilia | 0 |
| HIV/AIDS | 0 |
| Hydrocephalus | 0 |
| Learning Disability | 19 |
| Mental Disability | 1 |
| Mental Illness/Emotional Illness | 12 |
| Mental Retardation | 0 |
| Multiple Sclerosis | 3 |
| Muscular Dystrophy | 0 |
| Musculo-Skeletal | 1 |
| Neurological Disorder | 3 |
| Neuromuscular | 3 |
| Orthopedic | 3 |
| Other Cognitive | 3 |

| Pittsburg, OK | Disability Total |
|---|---|
| Other Congenital Birth Anomaly | 1 |
| **Other Hearing Disabilities** | 3 |
| Other Mental Illness | 7 |
| **Other Physical Disabilities** | 24 |
| Other Visual Disabilities | 0 |
| **Paraplegia** | 2 |
| Quadriplegia | 1 |
| **Respiratory Condition** | 6 |
| Respiratory/Pulmonary | 7 |
| **Sickle_cell Anemia** | 0 |
| Specific Learning Disability | 1 |
| **Speech Impairment** | 2 |
| Spina Bifida | 2 |
| **Spinal Cord Injury** | 2 |
| Stroke | 5 |
| Traumatic or Other Brain Injury | 2 |
| Visual Impairment | 8 |
| **Total** | 285 |

Center for Independent Living
ADvantage Case Management
Independent Living Services
Community Integration
Transportation
Employment
Recreation

Oklahomans for Independent Living
McAlester

601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

# Oklahomans for Independent Living
## Transportation Program
## Quarterly Report
## October through December 2018

From October 2018 through December 2018 – *OIL has transported citizens to medical appointments, banking, utility companies, shopping, beauty shops, restaurants, mental health services, tribal health services, Social Security, Health Department and Department of Human Services.*

- **During this quarter, OIL transported 147 people and provided 576 trips.** At each of those 576 trips, citizen's either
- paid a bill,
- bought groceries or received services that they needed,
- ate a meal or splurged on themselves, family or friends,
- or conducted business or received healthcare.
- All of which generated income for area businesses and the City. Citizens had access to Lift Equipped Public Transportation.

During this quarter, OIL has provided 1,610 miles in public transportation.

The OIL Transportation Program expenses include an On-Call Bus Driver, fringe benefits, insurance, fuel, maintenance, occupancy, phone/utilities and office supply/expense. Program Expense: $5,343.00.

The OIL Transportation Program is all that some citizens have in the way of transportation. Without the program, citizens would be secluded to their homes more often and goods and services would not be received.

Sincerely,

Pamela Pulchny

Pamela Pulchny,
Executive Director

*Attached Consumer Service Report and Disability Report, of services utilized by the citizens of Pittsburg County.

# Consumer Services Report
from 10/01/2018 to 12/31/2018

| Pittsburg, OK | Request Total | Distinct Received | Total Received |
|---|---|---|---|
| Adult/Employment Transition (Vocational Services) | 0 | 0 | 0 |
| Advocacy/Legal Services | 0 | 0 | 0 |
| Assistive Technology | 0 | 0 | 0 |
| Case Management (Other) | 2 | 0 | 0 |
| Children's Services | 0 | 0 | 0 |
| Communication Services | 0 | 0 | 0 |
| Community Based Services (Personal Assistance Services) | 2 | 0 | 0 |
| Counseling and related services | 0 | 0 | 0 |
| Family Services | 0 | 0 | 0 |
| High School/Employment Transition (Vocational Services) | 0 | 0 | 0 |
| Housing, Home Modification, and Shelter Services | 0 | 0 | 0 |
| IL Skills Training and Life Skills Training | 0 | 0 | 0 |
| Information and Referral Services | 20 | 19 | 19 |
| Mental Restoration Services | 0 | 0 | 0 |
| Mobility training | 0 | 0 | 0 |
| NCF Transition (Personal Assistance Services) | 0 | 0 | 0 |
| Nutrition (Other) | 0 | 0 | 0 |
| Other | 0 | 0 | 0 |
| Peer Counseling Services | 34 | 34 | 34 |
| Personal Assistance Services | 0 | 0 | 0 |
| Physical Restoration Services | 0 | 0 | 0 |
| Preventive Services | 0 | 0 | 0 |
| Prostheses, Orthotics, and other appliances | 0 | 0 | 0 |
| Recreational Services | 44 | 44 | 44 |
| Rehabilitation Technology Services | 0 | 0 | 0 |
| Therapeutic Treatment | 0 | 0 | 0 |
| Transportation Services | 8 | 0 | 0 |
| Vocational Services | 0 | 0 | 0 |
| Youth/Transition Services | 0 | 0 | 0 |
| **Totals** | 110 | 97 | 97 |

**Total of all Counties - Requested: 110, Distinct Received: 97, Total Received: 97**

# Disabilities Report
from 10/01/2018 to 12/31/2018

| Pittsburg, OK | Disability Total |
|---|---|
| Alzheimer's Disease | 0 |
| Amputation | 3 |
| Arthritis | 22 |
| Autism | 4 |
| Back Injury | 14 |
| Blindness | 4 |
| Burn Injury | 1 |
| Cancer | 6 |
| Cardiac/Circulatory Condition | 10 |
| Cerebral Palsy | 6 |
| Cystic Fibrosis | 0 |
| Deafness/Hearing Loss | 7 |
| Developmental Disability | 47 |
| Diabetes | 13 |
| Down Syndrome | 2 |
| Drug/Alcohol Abuse | 2 |
| Emotional/Behavioral Disabilities | 1 |
| End-Stage Renal Disease | 0 |
| Endocrine/Metabolic Condition | 1 |
| Environmental Sensitivity | 0 |
| Epilepsy | 4 |
| Hansens Disease | 0 |
| Hard of Hearing/Hearing Loss | 2 |
| Head Injury | 3 |
| Heart Disease | 8 |
| Hemiplegia | 0 |
| Hemophilia | 0 |
| HIV/AIDS | 0 |
| Hydrocephalus | 0 |
| Learning Disability | 19 |
| Mental Disability | 1 |
| Mental Illness/Emotional Illness | 12 |
| Mental Retardation | 0 |
| Multiple Sclerosis | 3 |
| Muscular Dystrophy | 0 |
| Musculo-Skeletal | 1 |
| Neurological Disorder | 3 |
| Neuromuscular | 3 |
| Orthopedic | 3 |
| Other Cognitive | 3 |

| Pittsburg, OK | Disability Total |
|---|---|
| Other Congenital Birth Anomaly | 1 |
| **Other Hearing Disabilities** | 3 |
| Other Mental Illness | 7 |
| **Other Physical Disabilities** | 23 |
| Other Visual Disabilities | 0 |
| **Paraplegia** | 2 |
| Quadriplegia | 1 |
| **Respiratory Condition** | 6 |
| Respiratory/Pulmonary | 7 |
| **Sickle_cell Anemia** | 0 |
| Specific Learning Disability | 1 |
| **Speech Impairment** | 2 |
| Spina Bifida | 2 |
| **Spinal Cord Injury** | 2 |
| Stroke | 5 |
| **Traumatic or Other Brain Injury** | 2 |
| Visual Impairment | 8 |
| **Total** | 280 |

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | Consent Agenda S |
| **Department:** | City Clerk | | |
| **Prepared By:** | Cora Middleton, City Clerk | **Account Code:** | |
| **Date Prepared:** | May 6, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 3 |

## Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between the City of McAlester and Ronald W. Polk to lease City owned lot at McAlester Lake.

## Recommendation

Motion to authorize the Mayor to sign an Agreement renewal between the City of McAlester and Ronald W. Polk to lease City owned lot at McAlester Lake.

## Discussion

This agenda item is for the first renewal of a ten (10) year lease of three (3) acres more or less. The original lease was approved April 13, 2009.

Included is a map of the area of the lake where this lot is located and a copy of an email from City Attorney William J. Ervin regarding said lease.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | CM | 05.06.19 |
| **City Manager** | P. Stasiak | | |

CITY OF McALESTER
LEASE AND CONTRACT

This agreement entered into this _____ day of May, 2019, by and between the CITY OF MCALESTER, OKLAHOMA, a Municipal Corporation, PARTY OF THE FIRST PART, AND RONALD W. POLK and BILLY JO POLK, Rt. 1, Box 101 B, McAlester, OK 74501, PARTIES OF THE SECOND PART.

The terms and conditions of which are as follows to-wit:

(1) That the Party of the First part, in consideration of the rental and covenants herein specified, does hereby lease and let unto the Party of the Second Part the following described real estate situated in Pittsburg County, Oklahoma to-wit:

That tract of land laying North of Lake McAlester in the Southeast Quarter of the Northeast Quarter of Section 31, Township 7 North, Range 14 East, Pittsburg County, Oklahoma and laying South and abutting Lessee's property on the South in said Section, containing approximately 3.0 acres more or less.

(2) It is further agreed by and between the parties that the term of this lease shall be for a period of ten (10) years from the date of the execution of this agreement, with said Lease being renewed by the mutual consent of the parties bi-annually, and subject to the provisions hereinafter contained for prior termination of this agreement.

(3) It is further agreed that the Party of the Second Part shall be responsible to construct and maintain fencing of the leased land which is of a design normally associated with livestock production and acceptable to the lessor.

(4) It is mutually understood and agreed that the lands herein leased shall not be used for livestock grazing or other commercial for profit use.

(5) It is also agreed that no structure, other than fencing, shall be constructed on the leased land without the permission of the Party of the First Part.

(6) The Party of the Second Part will not sell or take any sand, gravel, soil or minerals of any kind and will not in any way commit waste on said premises.

(7) It is further agreed by both parties that this lease may be terminated by either party within (30) days upon written notice of intent. Party of the Second Part will be allowed and required to remove any personal property so designated by the Party of the First Part.

(8) The Party of the Second party agrees to pay the Party of the First Part the sum of $4.88 per acre, payable each year in advance, the first payment to be made upon execution of this contract, and an annual payment on the _____ day of _____, for each succeeding year of this Lease.

(9) It is further understood and agreed that during the term of this lease, said premises shall be under exclusive jurisdiction of the Party of the Second Part. The Party of the Second Part will indemnify and hold harmless the Party of the First Part from any and all claims, liens, demands and lawsuits by reason of the use of said premises and in the event that any suit is brought naming Party of the First Part as a party defendant by reason of injury or damage to any person or property that the Party of the Second Part will pay all expenses, including attorney's fees, together with all damages incurred by Party of the First Part.

(10) It is further agreed that violation of any of the conditions and covenants herein contained by Party of the Second Part shall entitle the Party of the First Part to re-enter said lands and take the immediate, quiet and peaceable possession thereof and will entitle the Party of the First Part to terminate this lease.

CITY OF McALESTER

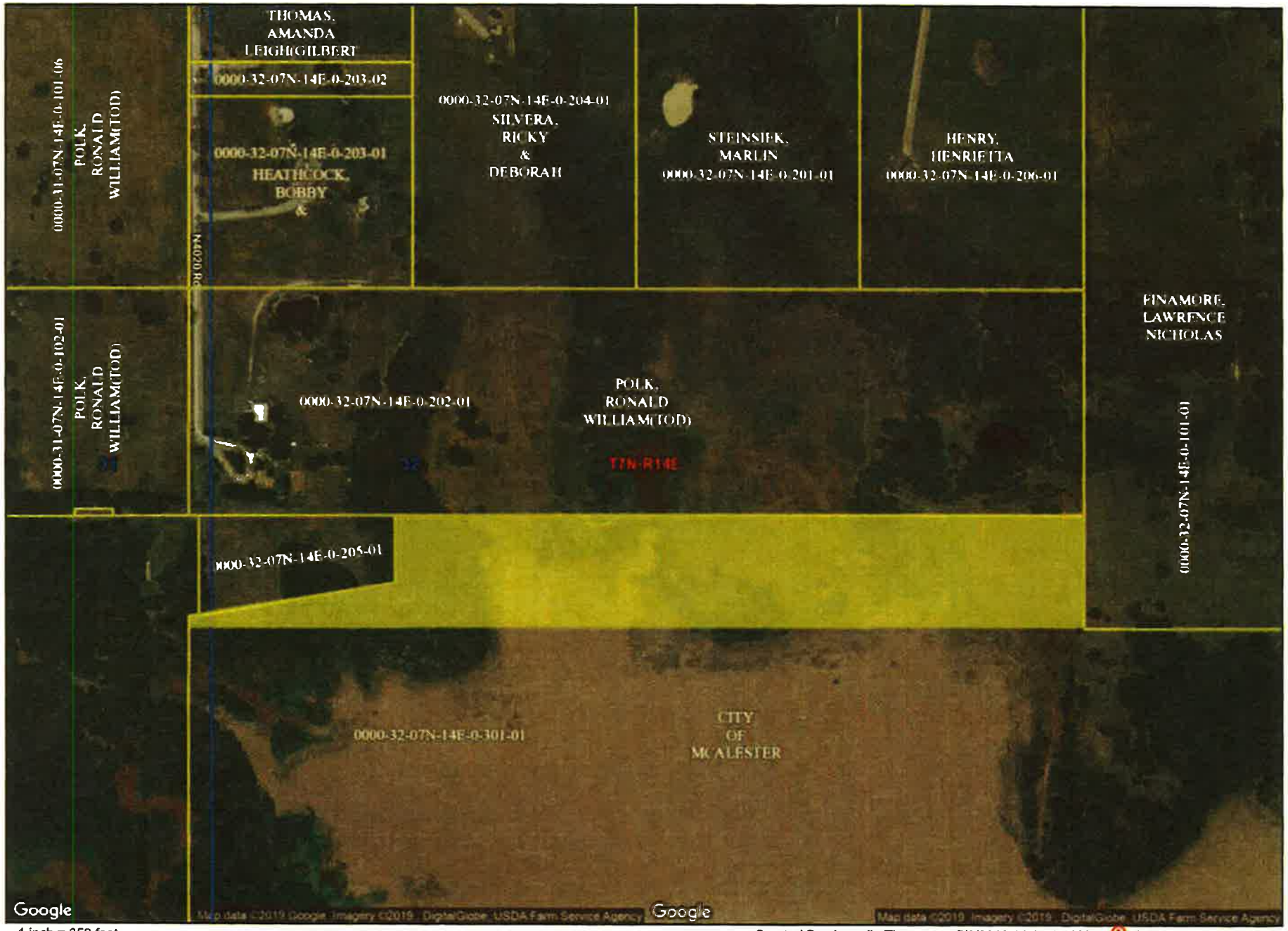
By: _____
Mayor, Party of the First Part

ATTEST:

_____

_____
Ronald W. Polk, and

_____
Billy Jo Polk, Parties of the Second Part




1 inch = 359 feet

Created By Jeanelle Thomas on 5/6/2019 11:10:49 AM *via DataScout OneMap*

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

## Cora Middleton

**From:** ervinlaw@sbcglobal.net
**Sent:** Tuesday, May 07, 2019 1:33 PM
**To:** Cora Middleton
**Cc:** Peter Stasiak
**Subject:** Re: Ronald Polk Lake Lot lease

**Importance:** High

Cora:

I reviewed the lease of the City's 3a tract to the Polks.

I believe the lease contract is complete and legally binds by the City and the Polks to preform the terms of the agreement.

It is ready for Council approval and should be placed on their agenda..

William J. Ervin, Sr.
Ervin & Ervin, Attorneys at Law L.L.P.
P.O. Box 1449
McAlester, OK 74502
(918) 423-4242 Phone
(918) 423-4243 Fax
ervinlaw@sbcglobal.net

On May 6, 2019, at 10:34 AM, Cora Middleton <cora.middleton@cityofmcalester.com> wrote:

Dallas,

Please print the attached lease agreement between the City of McAlester and Ronald W. Polk for a small lot at McAlester Lake for Mr. Ervin to review. This will need to go before the Council for consideration once Mr. Ervin has reviewed and says it is okay. I am trying to get a map showing the location of this property. I will send you a copy of the map when and if I am able to get a copy.

Call me if you have any questions.

Thank you,

Cora

**From:** First Floor Copier
**Sent:** Monday, May 06, 2019 10:18 AM
**To:** Cora Middleton <cora.middleton@cityofmcalester.com>
**Subject:** Attached Image

<4767_001.pdf>

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | 1 |
| **Department:** | MRHC | | |
| **Prepared By:** | David Keith, MRHC | **Account Code:** | |
| **Date Prepared:** | May 8, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 1 |

## Subject

Presentation of the McAlester Regional Health Center 3rd Quarter Update.

## Recommendation

Presentation.

## Discussion

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | PJS | 5-9-19 |

# Agenda for 3rd qtr. Review

- Financials
- Quality
- Customer Service
- New at MRHC
- Looking Ahead
- Questions

# Financials July 1 – March 31

Total Operating Revenues $70,379,859
Total Operating Expenses (Less: Depreciation and Amortization) $66,286,215
Earnings Before Depreciation and Amortization $4,093,644

Cash $29,139,204
Accounts Receivable $16,023,483
Other Assets $11,055,378
Capital Assets $42,770,275
Total Assets $98,978,339

Current Liabilities $11,150,023
Long Term Debt $11,047,717
Net Position $76,780,599
Total Liabilities and Fund Balance $98,978,339

# Quality

| Quality Measure | Quarter 4-2018 | Quarter 1 -2019 | National Avg.- Ultimate Goal |
|---|---|---|---|
| Throughput for patients discharged from the ED | 124 minutes | 153.5 minutes | 147 minutes |
| Throughput for patients admitted to hospital from ED | 71 min | 74 min | 85 minutes |
| Early Elective Deliveries Prior to 39 weeks | 0.00% | 10.00% | 0.00% |
| Severe Sepsis/Septic Shock Care Standards | 55.56% | 58.82% | 50.00% |
| Door to TPA (clot busting drug) time for Stroke | 42 min | 58 min | <60 min |
| Hospital Acquired C-Diff | 0.423 | 1.705 | <1 |
| Readmission Rate back to MRHC | 8.99% | 7.22% | Hospital Goal- 8.0% |

| Not Meeting Goal | Meeting Goal | Perfect! |
|---|---|---|

# Recognition for Quality

- DNV Certified Primary Stroke Center
- Hospitals receiving Get With The Guidelines® Silver Plus Achievement Award have reached an aggressive goal of compliance to core standard levels of care as outlined by the American Heart Association/American Stroke Association.

# Customer Service

| HCAHPS Dimension (Customer Service) | Quarter 3-2018 | Quarter4-2018 | National Avg.- Ultimate Goal |
|---|---|---|---|
| Communication With Nurses | 71.50% | 75.10% ↑ | 78.19% |
| Communication With Doctors | 76.90% | 79.80% ↑ | 80.51% |
| Responsiveness of Hospital Staff | 60.30% | 63.00% ↑ | 65.05% |
| Communication About Pain | 47.30% | 59.30% ↑ | 65.5% |
| Communication About Medicines | 48.5% | 58.00% ↑ | 62.88% |
| Clean/Quiet | 52.90% | 64.20% ↑ | 65.30% |
| Discharge Information | 81.60% | 83.80% ↑ | 85.91% |
| Care Transitions | 37.30% | 46.30% ↑ | 53.10% |
| Overall Rating | 54.20% | 57.90% ↑ | 70.02% |

# Ways to Excel

- Quarterly educational training
- Performance standards
- Invest capital into equipment and facility
- Re-organize administration
- Celebrate success
- Reward and recognition of employees

# New at MRHC

- Oklahoma Heart Hospital is now at MRHC
- Dr. Moore is our newest Cardiologist and is now seeing patients at MRHC on the 3rd floor of the main hospital

OKLAHOMA
HEART HOSPITAL

# New at MRHC

- Parking lot expansion is complete with over 150 new spots created
- MRHC has entered into an agreement with Regional Brain Institute for tele-stroke patient care

REGIONAL BRAIN INSTITUTE

# Looking Ahead

- Educational workshops with the City on EMS and health benefit plans

Updates on the following projects:

- Million building
- Shops at McAlester
- Primary care relocation to downtown McAlester Regional Diagnostic Imaging building
- Fully integrated electronic health record
- External wayfinding

# Questions

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | 2 |
| **Department:** | Council | | |
| **Prepared By:** | City Attorney | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | |

## Subject

AN ORDINANCE RELATING TO THE EXERCISE OF CERTAIN CONSTITUTIONAL POWERS, APPROVING AND ADOPTING THE MCALESTER DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN; IDENTIFYING AND ESTABLISHING A NEW INCREMENT DISTRICT IDENTIFIED AS INCREMENT DISTRICT NUMBER TWO (2), CITY OF MCALESTER; DESIGNATING AND ADOPTING THE PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; DESIGNATING AND AUTHORIZING THE CITY OF MCALESTER, THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY THE ENTITIES TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; DECLARING APPORTIONED FUNDS TO BE FUNDS OF THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY OR ALTERNATE PUBLIC ENTITY; AUTHORIZING THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY TO UTILIZE THE APPORTIONED INCREMENTS FOR REPAYMENT OF PROJECT COSTS; ESTABLISHING PLAN OBJECTIVES AND REVIEW AND IMPLEMENTATION PROCEDURES; AUTHORIZING THE USE OF SALES, USE, AND AD VALOREM TAX INCREMENT REVENUES, AND OTHER AVAILABLE RESOURCES FOR THE PAYMENT OF PROJECT COSTS; PROVIDING THAT ADJUSTMENTS TO CERTAIN PROJECT COSTS DO NOT REQUIRE A PLAN AMENDMENT; PROVIDING FOR THE ESTABLISHMENT OF A TAX INCREMENT FOR THE INCREMENT DISTRICT; ESTABLISHING A PROJECT BUDGET FOR THE INCREMENT DISTRICT; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE MCALESTER DOWNTOWN AREA REINVESTMENT REVIEW COMMITTEE AND THE MCALESTER PLANNING COMMISSION; AND PROVIDING FOR SEVERABILITY.

## Recommendation

The attached ordinance has been reviewed by counsel and found to be in a proper legal form and ready for council consideration. Approval of an ordinance is necessary to adopt and begin implantation of the proposed Downtown TIF District for the City of McAlester, OK.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | City Attorney | WJE | 05/07/2019 |
| **City Manager** | P. Stasiak | PJS | 5-9-19 |

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO THE EXERCISE OF CERTAIN CONSTITUTIONAL POWERS, APPROVING AND ADOPTING THE MCALESTER DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN; IDENTIFYING AND ESTABLISHING A NEW INCREMENT DISTRICT IDENTIFIED AS INCREMENT DISTRICT NUMBER TWO (2), CITY OF MCALESTER; DESIGNATING AND ADOPTING THE PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; DESIGNATING AND AUTHORIZING THE CITY OF MCALESTER, THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY THE ENTITIES TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; DECLARING APPORTIONED FUNDS TO BE FUNDS OF THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY OR ALTERNATE PUBLIC ENTITY; AUTHORIZING THE MCALESTER ECONOMIC DEVELOPMENT AUTHORITY TO UTILIZE THE APPORTIONED INCREMENTS FOR REPAYMENT OF PROJECT COSTS; ESTABLISHING PLAN OBJECTIVES AND REVIEW AND IMPLEMENTATION PROCEDURES; AUTHORIZING THE USE OF SALES, USE, AND AD VALOREM TAX INCREMENT REVENUES, AND OTHER AVAILABLE RESOURCES FOR THE PAYMENT OF PROJECT COSTS; PROVIDING THAT ADJUSTMENTS TO CERTAIN PROJECT COSTS DO NOT REQUIRE A PLAN AMENDMENT; PROVIDING FOR THE ESTABLISHMENT OF A TAX INCREMENT FOR THE INCREMENT DISTRICT; ESTABLISHING A PROJECT BUDGET FOR THE INCREMENT DISTRICT; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE MCALESTER DOWNTOWN AREA REINVESTMENT REVIEW COMMITTEE AND THE MCALESTER PLANNING COMMISSION; AND PROVIDING FOR SEVERABILITY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MCALESTER:**

**WHEREAS,** the McAlester Downtown Economic Development Project Plan ("Project Plan") seeks to reduce and eliminate blight conditions, reverse economic stagnation, create new employment opportunities and growth, create new businesses by creating a tax increment district for funding economic development projects in the project area ("Project Area"), which area is the same as the area established herein as the increment district covering an area from Wyandotte Avenue to Madison Avenue and Main Street to Sixth Street with some exceptions more particularly described in Exhibit "1" attached hereto; and

**WHEREAS**, the Mayor and Council for The City of McAlester ("The City") recognizes the need for residential, commercial, and industrial development; and

**WHEREAS,** the goal and primary purposes of the Project Plan is to generate private investment, to include mix use development, to support and stimulate the development of, underutilized, and blighted properties within an area of approximately 39.6 surface acres between U.S. Highway 69 Bypass (South George Nigh Expressway) and South 14th Street in the City of McAlester; and

**WHEREAS**, the proposed Project Area, as a whole, has not participated in the general growth of McAlester and has suffered arrested economic development, including undeveloped and underdeveloped properties which have historically been allowed to remain vacant and unused or underutilized, rendering large areas unsuitable for redevelopment without extensive remediation; and

**WHEREAS**, the Project Area and Increment Districts are in an enterprise area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, et seq., because they are located within a state-designated Enterprise Zone, which was approved and made effective pursuant to rules promulgated by the Oklahoma Department of Commerce, and The Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, et seq.

**WHEREAS**, the Project Area and Increment District are in a reinvestment area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, et seq., because it is an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base.

**WHEREAS**, a portion of the Project Area and Increment District is located within the National Registry of Historic Places. McAlester Downtown Historic District, bounded by U.S. Highway 69 Business/ Main Street, East Carl Albert Parkway, North 5th Street, and the railroad tracks. There are also several specific structures listed therein including: The Aldridge Hotel, The Carl Albert Federal Building, The First Presbyterian Church, The OKLA Theater, and The Pittsburg County Courthouse.

**WHEREAS**, the City of McAlester is a military growth impact community, which is experiencing primary impacts from base realignment and change in mission through the U.S. Department of Defense. The mixed-use center to be developed in Increment District No. 2 is a military growth impact project, which supports and responds to the needs and quality of life issues resulting from the military growth impacts.

**WHEREAS**, by providing public improvements, infrastructure, and other support in the Project Area, The City can create the conditions necessary for quality private development and for the success of such commercial development that will be built using sales taxes collected through the increment financing to be provided; and

**WHEREAS**, as a result of the potential to further accomplish the purposes for which the Project Plan and Increment District is being created and established, and based on the potential development of the Project Area, City staff, and with assistance from the McAlester City Planning and Zoning Commission and the Economic Development Trust, has better positioned the City to achieve the goals envisioned by the Project Plan; and

**WHEREAS**, the Project Plan provides for the creation and designation of a new increment district, ("Increment District"), whose boundaries are described herein and whose official name and establishment date established at such time as determined by The Project Plan; and

**WHEREAS**, when officially initiated by The City, the Increment District will be subject to the provisions of the Project Plan and will be in effect for a term not to exceed twenty-five (25) fiscal years beginning on the date determined by The Project Plan; and

**WHEREAS**, the Project seeks to increase investment and development in the area by up to 30 million dollars, stimulating private investment; and

**WHEREAS**, tax apportionment financing is a necessary component in generating economic development in the extended Project Area and in the proposed Increment District to be designated with the Project Area; and

**WHEREAS**, on February 19, 2019, the Committee ("Review Committee"), comprised of representatives of each of the taxing jurisdictions in which the proposed increment district is located, as well as representatives of the public at large, met in an open meeting to discuss and consider the Project Plan; and

**WHEREAS**, the Review Committee was provided advance copies of the Project Plan in final draft form in a timely manner so as to allow the Committee opportunity to read, review and analyze the documents; and

**WHEREAS**, the Review Committee considered and reviewed the Project Plan and the possible financial impacts on each taxing jurisdiction and has found that any adverse impacts are offset in view of the continuation of revenues from the base assessed value of the increment district and the economic benefits of the development for the community as a whole; and

**WHEREAS**, the Review Committee studied the proposed Project Plan and the proposed creation of the new Increment District, in accordance with the criteria specified in the Oklahoma Local Development Act and determined that the proposed Increment District is eligible for designation as an Increment District and that the Project Area is eligible for development under the Act; and

**WHEREAS**, the McAlester City Planning Commission was provided advance copies of the Project Plan in final draft form and received a presentation regarding the proposed Amended and Restated Project Plan; and

**WHEREAS**, on March 14, 2019, the McAlester City Planning Commission at a public meeting determined that the Project Plan is in conformance with the Comprehensive (Master) Plan of The City of McAlester and recommended that the City Council approve and adopt the Project Plan; and

**WHEREAS**, the City Council has been provided advance copies of the Project Plan in final form and has received briefings regarding the proposed creation, designation and establishment of an Increment District within the Project Area covered by Project Plan; and

**WHEREAS**, based on a review of the documents and information provided by City staff, the City Council finds that the Project Area: 1) is underdeveloped within the meaning of Article 10, Section 6C of the Oklahoma Constitution; 2) is a reinvestment area within the meaning of § 853(17), and is therefore an eligible project plan under the Act; and

**WHEREAS**, the City Council finds that the Project Area and Increment District are in an enterprise area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, et seq., because they are located within a state-designated Enterprise Zone, which was approved and made effective pursuant to rules promulgated by the Oklahoma Department of Commerce, and The Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, et seq.

**WHEREAS**, the City Council also finds that investment, development and economic growth are difficult, but possible, within the proposed Project Area and proposed Increment District, if the Project Plan is adopted; and

**WHEREAS**, the Council finds that the creation, designation and establishment of the proposed Increment District will be used in conjunction with existing programs and other locally implemented efforts in order to encourage continued revitalization in the Project Area; and

**WHEREAS**, while § 856 of the Act authorizes the governing body to defer determination of the designation and initiation of an increment district, the Council finds that it is in the best interest of the overall success of the Project to designate and officially name of the proposed increment district as Increment District Number Two (2), with the effective starting date as set forth by the Project Plan; and

**WHEREAS**, the Sales, Use and Ad Valorem tax increment revenues derived from the proposed Increment District shall be used to finance eligible project costs as generally described in the Project Plan; and

**WHEREAS**, the Project Plan provides that the increment generated by growth, investment, and development in the proposed Increment District, as determined by a formula to be approved by resolution of the City Council in accordance with the Act, and subject to qualification for state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Leverage Act, 62 O.S. §§ 840, *et* seq., may be used to pay Project Costs authorized

pursuant to the Project Plan, for a period not to exceed 25 fiscal years from the effective date of the Increment District, and such formula will be approved by resolution of the City Council in accordance with the Act; and

**WHEREAS**, Article 10, Section 6C of the Oklahoma Constitution provides that a direction of apportionment may be prospective and may continue for one or more years, and apportioned tax increments may be pledged beyond the current fiscal year for the repayment of indebtedness of public entities; and

**WHEREAS**, as provided for in the Project Plan, the City Council finds that implementation of the Project Plan will be facilitated by authorizing the McAlester City Economic Development Authority to administer and carry out the provisions of the Project Plan, to incur project costs, and to exercise all powers necessary or appropriate pursuant to § 854 of the Act, except those powers enumerated in paragraphs 1, 3, 4, 7, 13 and 16 thereof; and

**WHEREAS**, implementation of the Project Plan will be facilitated by authorizing MEDA or other public entity when appropriate, to incur project costs, as allowed under the Act and as described by the Project Plan, and to accumulate appropriate reserves, if any, in connection therewith; and

**WHEREAS**, maximum effort has been made to allow full public knowledge and participation in the application of the Act and in the review and approval of this Project Plan, which includes the creation, designation and establishment of the Increment District; and

**WHEREAS**, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan and in connection with the creation of the proposed Increment District, as prescribed by the Act, the Oklahoma Open Meetings Act, Title 25, Oklahoma Statutes, Section 301, *et seq.*, and other applicable law; and

**WHEREAS**, it is in the best interest of The City and its citizens to approve the Project Plan, which includes the creation, designation and establishment of the Increment District.

**NOW, THEREFORE, BE IT ENACTED** by the City Council of The City of McAlester:

**SECTION 1**. In order to redevelop the eligible Project Area, the City of McAlester (the "City") elects to utilize Article 10, Section 6C of the Constitution of the State of Oklahoma and the Local Development Act, 62 O.S. §§ 850, *et seq.* (the "Act"), which authorizes the use of local taxes for specific public investments, assistance in development financing, and as a revenue source for other public entities in the area, and which provides for the direction of apportionment of local taxes to plan, finance, and carry out development of unproductive, undeveloped, underdeveloped or blighted areas as determined by the governing body of a city.

**SECTION 2**. The McAlester Downtown Economic Development Project Plan is hereby approved and adopted in its entirety as presented and as recommended by the Downtown Area

Reinvestment Development Review Committee ("Review Committee") and the McAlester City Planning Commission. As used herein, "Project Plan" shall mean the document dated February 19, 2019 comprised of eleven (11) pages of text, and (1) exhibit labeled "A"; and entitled McAlester Downtown Economic Development Project Plan.

**SECTION 3**. All actions taken and all recommendations and findings made in connection with the Project Plan by the City of McAlester Planning Commission and the Review Committee are hereby ratified and confirmed including, but not limited to, designation and selection of representatives to the Review Committee from the taxing jurisdictions and the public at large, recommendations for approval, findings of conformance with the Comprehensive (Master) Plan, eligibility of the proposed increment district (the "Increment District"), and financial impacts upon the taxing jurisdictions and business activities.

**SECTION 4**. For identification purposes the Increment District created under this Ordinance, and as set forth in the Project Plan, shall be identified as Increment District Number Two (2), City of McAlester, all as shown on Exhibit A of the Project Plan.

**SECTION 5**. The official creation, designation and naming of the increment district is hereby determined by the City Council, of the effective date of this Ordinance.

**SECTION 6**. The boundaries of the Plan's Project Area are hereby designated and adopted as shown on Exhibit A of said Project Plan.

**SECTION 7**. The boundaries of the the increment district, Increment District Number Two (2) are hereby designated and adopted as shown on Exhibit A of said Project Plan.

**SECTION 8**. The City Council hereby finds:

1. Findings Regarding Eligibility of the Project Area and Increment District:

a. The Project Area and the proposed increment district in the Project Plan comply with the statutory definition of "reinvestment area" in 62 O.S. § 853(17) and is area located within the limits of the city requiring public improvements, to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base.

b. The level of investment, development, and economic growth desired by The City is difficult, but possible, within the Project Area and the proposed increment district if the provisions of the Local Development Act are utilized.

c. Tax increment financing is a necessary component in stimulating reinvestment in the Project Area and proposed increment district.

d. Tax increment financing will be used to supplement and not supplant or replace normal public functions and services in the Project Area and in the proposed increment districts.

e. Tax increment financing will be used in conjunction with existing programs and efforts of the City, as well as other locally implemented economic development efforts.

f. The Project Plan emphasizes conservation, preservation, and rehabilitation.

g. There is a need for capital improvements residential, retail, and commercial/industrial development.

h. That maximum effort has been made to allow full public participation in the local use of the Local Development Act, including compliance with the provisions of 62 O.S. § 859. Publication was completed on March 23, 2019 and April 6, 2019, and public hearings were held on April 9, 2019, and April 23, 2019, and May 14, 2019, prior to consideration of this ordinance.

i. The improvement of the Project Area is likely to enhance the value of other real property in the Project Area and will promote the general public interest.

j. The aggregate net assessed value of the taxable property in all increment districts included in the Project Plan does not exceed thirty-five percent (35%) of the total net assessed value of all property within The City.

k. The land area covered by all increment districts within The City of McAlester does not exceed twenty-five percent (25%) of the total land area of The City.

2. Findings Regarding the Financial Impact on the Affected Taxing Jurisdictions and on Business Activities within the Project Area and the Proposed Increment Districts.

a. The anticipated private development will generate tax increments and related revenues sufficient to pay a substantial portion of the authorized project costs of the project proposed by the Project Plan; without the Project Plan and proposed increment district, the development described in the Project Plan and the resulting increases in tax revenues would not occur.

b. The development anticipated to be stimulated by the Project Plan will likely result in some increased demand for services by or in costs to the affected taxing jurisdictions, which costs will be offset by the stimulation of new tax revenues outside of and around the proposed increment district to such jurisdictions pursuant to Article X, § 6C(B) of the Oklahoma Constitution and Title 62, § 853(9) of the Oklahoma Statutes.

c. Implementation of the Project Plan will require significant expenditures by the City, whose public sector costs will be substantially defrayed from apportioned tax increments as provided in the Project Plan.

d. The public revenue anticipated to result from the Project Plan includes increased tax revenue both inside and outside the proposed increment district.

e. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset the adverse financial impacts, if any, of the Project Plan on the affected taxing jurisdictions.

f. The aggregate impacts on the affected taxing jurisdictions from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section IV of the Project Plan.

g. The aggregate impacts on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section IV of the Project Plan and the estimated growth in supported jobs described in the Financial Impacts Analysis.

**SECTION 9.** The City is authorized to carry out and administer the provisions of the Project Plan and to exercise all power necessary or appropriate thereto pursuant to Section 858 of the Local Development Act, 62 O.S. §§ 850, *et seq.*, including the right to designate a public entity to carry out all or any part of the Project Plan; and the City retains the right and reserves the power to make minor amendments to the Project Plan, in accordance with 62 O.S. § 858(D). Changes in the project costs incurred pursuant to the Project Plan do not require an amendment.

**SECTION 10.** The McAlester Economic Development Authority (MEDA), a public trust that exists for the benefit of The City, shall have the authority to administer and carry out the provisions of the Project Plan, including the authority to incur Project costs pursuant to the Project Plan, and to exercise all powers necessary or appropriate thereto pursuant to § 854 of the Act, except those powers enumerated in paragraphs 1, 3, 4, 7, 13, and 16 thereof; with the principal responsibility for administration of the Plan being that of MEDA.

**SECTION 11**. MEDA shall have the authority to issue the proceeds thereof to pay project costs pursuant to the Project Plan.

**SECTION 12**. The increment of sales, use, and ad valorem taxes from Increment District Number Two (2), as calculated by a formula to be adopted by resolution of the McAlester City Council in accordance with the Act shall be apportioned and paid into an apportionment fund during the period required for payment of authorized project costs, and/or indebtedness incurred by the MEDA (or other public entity authorized by The City), in carrying out the provisions of the Project Plan not to exceed the period of the effective existence of said Increment District.

**SECTION 13.** During the period of apportionment, the apportionment fund shall constitute funds of the MEDA and shall not constitute a part of the general fund to be appropriated annually by the governing body of The City.

**SECTION 14.** MEDA is authorized to pledge the apportioned increments to repayment of the Project costs.

**SECTION 15.** The City Manager of McAlester, or his successor in office, acting in his capacity as General Manager of MEDA, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained herein. The City Manager (or any successor in office), acting in his capacity as General Manager of MEDA, is authorized to empower one or more designees to exercise responsibilities in connection with the Project Plan or the implementation of any approved project supported under the Project Plan.

**SECTION 16.** The term "affected taxing entities" means those taxing jurisdictions currently receiving sales, use, or ad valorem tax revenues within the boundaries of Increment District Number Two (2), City of McAlester, and The City. The calculation of net benefit shall not be affected by impacts on revenues from any other funding source.

**SECTION 17.** PROJECT PLAN REVIEW. In addition to any requirement under the Act, and as set forth in Section XIII of the Project Plan, after approval of the Project Plan, and at any time the Project Costs expected to be incurred or the tax increment revenues expected to be generated by the individual increment district identified as Increment District Number Two (2), exceed 150% of the budgeted Project Cost or the initial tax increment revenues expected to be generated by the increment district. City staff shall undertake a thorough review and evaluation of the Project, in light of market conditions and public priorities at that time, and present to the City Council a report with recommendations regarding any amendments to the Project Plan or policies that may be appropriate and desirable in the interest of achieving the objectives of the Project Plan in accordance with the Legislative guidelines provided in § 852 of the Act. The City Council shall express its intent whether to consider any amendments in the manner prescribed by Section 858(C) of the Act, including review by the Review Committee and Planning Commission.

**SECTION 18. SEVERABILITY**. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this ordinance.

**CONSIDERED** in open meeting of The McAlester City Council on this 14th day of May, 2019.

PASSED by the Council of the City of McAlester this 14th day of May, 2019.

SIGNED by the Mayor of The City of McAlester on the ____ day of May, 2019.

ATTEST:

Cora Middleton, City Clerk

John Browne, Mayor

REVIEWED for form and legality:

William Ervin, City Attorney

# MCALESTER DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN

## I. DESCRIPTION OF PROJECT

a. The Project is an economic development project, which contemplates the revitalization of Downtown McAlester in order to make possible additional development, attract new businesses, create new employment, and stimulate increased private investment. The enhancement of the downtown area ("Project Area") under an economic development plan will allow for revitalization and stimulation of increased future development.

b. The City of McAlester ("City") is simultaneously impacted by the continuing decline in its downtown and near downtown commercial and residential areas and the cumulative impacts of military growth resulting from the evolving missions, growth in personnel of the McAlester Army Ammunition Plant, and base and mission closure and realignment by the United States Department of Defense. The combination of these conditions dictates the need for a thoughtful and effective response for revitalization and enhancement of the downtown area.

c. The City of McAlester ("City"), The McAlester Main Street Association, Pride In McAlester, The McAlester Defense Support Association, local business owners, local citizen's groups, and the McAlester Economic Development Authority ("MEDA") have been involved in creating a vision for revitalization of the downtown area. These participant groups have identified goals for downtown McAlester which include restoring and expanding the commercial and residential viability in Downtown McAlester, creating economic tools to facilitate improvements to the overall appearance and function of the Project Area in order to make downtown a vibrant and economically viable area. The parties seek to develop a safer and aesthetically connected area by filling in currently vacant lots, improving infrastructure, and rehabilitating vacant structures.

d. This Project Plan provides for substantial actions to counter the decline and vulnerability of downtown districts, which particularly occurs in primary impact area communities, such as the City of McAlester. The major commercial redevelopment components will add significantly to quality of life, implement key land use recommendations, and enhance the likelihood of infill commercial and residential revitalization in the area.

e. The Project Plan for Downtown McAlester helps facilitate a vision that it be an economically viable, pedestrian-friendly environment that promotes a healthy lifestyle where residents and visitors can enjoy a variety of experiences, in a safe, comfortable, and attractive atmosphere.

f. The approval of a project plan containing specific public improvement objectives and the establishment of an increment district to assist in funding those objectives is

intended to induce private investment in an area. This Project Plan provides the public financing authorizations needed to create a continuing economic stimulus for revitalization and new private development in the Project Area. With the assistance of tax increment financing and this Project Plan, the necessary financing is available to assist in the revitalization of Downtown McAlester.

g. The Project may include the development of new infrastructure for utilities and drainage, renovation and restoration of existing buildings in downtown McAlester. These public improvements and investments will stimulate corresponding private investment in the area. By creating an intensity of development in the heart of McAlester, the entire community will benefit.

h. The Project will be financed from a combination of public and private sources, including apportionment of ad valorem and sales tax increments from Increment District No. 2 City of McAlester, established in connection with the Project. Through the use of tax increment financing, which is the use of incremental increases in local tax revenue for specific public investments, assistance in development financing, or as a specific revenue source for other public entities in the area in which the improvements are made, the goals of the Project Plan are more likely to be achieved.

## II. BOUNDARIES OF PROJECT AREA AND INCREMENT DISTRICT

The Project Area is the area in which Project activities will take place. The Increment District shall be designated Increment District No. 2, City of McAlester. The Project Area and Increment District No. 2 boundaries and a legal description thereof are depicted on Exhibit A.

## III. ELIGIBILITY OF PROJECT AND PROJECT AREA

a. The Project Area and Increment Districts are in an enterprise area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because they are located within a state-designated Enterprise Zone, which was approved and made effective pursuant to rules promulgated by the Oklahoma Department of Commerce, and The Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, *et seq.*

b. The Project Area and Increment District are in a reinvestment area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because it is an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base.

c. A portion of the Project Area and Increment District is located within the National Registry of Historic Places. McAlester Downtown Historic District, bounded by U.S. Highway 69 Business/ Main Street, East Carl Albert Parkway, North 5th Street, and the railroad tracks. There are also several specific structures listed therein including: The

Aldridge Hotel, The Carl Albert Federal Building, The First Presbyterian Church, The OKLA Theater, and The Pittsburg County Courthouse.

d. The City of McAlester is a military growth impact community, which is experiencing primary impacts from base realignment and change in mission through the U.S. Department of Defense. The mixed-use center to be developed in Increment District No. 2 is a military growth impact project, which supports and responds to the needs and quality of life issues resulting from the military growth impacts.

## IV. OBJECTIVES

- The principal objectives of the Project and Increment District No. 2 are:
- To make possible revitalization and beautification efforts in Downtown McAlester, including improvements to streetscapes.
- To create a cohesive and connected area, including business, entertainment, retail, and restaurants, that attracts daytime and evening foot traffic.
- To stimulate private commitments to invest and reinvest in the Project Area.
- To reverse economic stagnation and decline, to serve as a catalyst for retaining or expanding employment, and to attract major investment in the area.
- To preserve and enhance the tax base and make possible investment, development, and economic growth that would otherwise be difficult without the Project and the apportionment of incremental tax revenues.
- Promotion of continued growth of the jobs, payrolls, and quality of life of current and future employees at the McAlester Army Ammunition Plant (MCAAP);
- Encouragement and expansion the mission and personnel at the McAlester Army Ammunition Plant (MCAAP).
- To implement improvements especially with respect to land use, planning, and quality of life issues.
- Stimulating private and public development by upgrading and enhancing utility infrastructure.
- Creating a range of new housing opportunities, including loft apartments.
- Enhancement of Downtown McAlester as a major open space and recreational asset.

- Preservation of historic resources and adaptive reuse of historic buildings.

## V. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the Project, including all necessary, appropriate and supportive steps, will consist of the following:

a. Construction and repair of public improvements, streets, streetscapes, and infrastructure for utilities in order to increase the density of development.

b. Landscape and streetscape improvements, including lighting, signage, and sidewalks, in downtown McAlester, including but not limited to: Choctaw Avenue, Carl Albert Parkway, Washington Avenue, and Chickasaw Avenue between Main Street and Sixth Street, in order to create a safe and connected development.

c. Site assembly, land acquisition, and environmental remediation for infill construction and renovation of vacant structures to create a cohesive and vibrant downtown.

d. Assistance in development financing for housing, including but not limited to: loft apartments.

e. Create a cohesive urban district that merges daytime, evening, and weekend users.

f. Assistance in development financing for redevelopment, business location, relocation, or expansion and job creation.

g. Leveraging private development, retail, pursuant to development agreements with the Authority and/or assistance in development financing agreements with the McAlester Economic Development Authority ("MEDA") or another public trust designated by City;

h. Negotiation, preparation, execution, and implementation of development agreements, including agreements for financing and construction by private developers, as authorized by the Local Development Act. Such agreements may include the granting of incentives for private developers to complete certain improvements within the project area;

i. Providing for development of public or private facilities to be financed in whole or in part by apportioned increments from the increment district created pursuant to this Project Plan;

j. Assisting other public entities in the area to enhance their programs, missions, and services, especially those related to education, health, and local quality of life, by devoting a specific revenue stream of the apportioned tax increment to the affected

taxing entities, including but not limited to the McAlester Public Schools ("Pittsburg County ISD-80").

k. Assisting ISD-80 with the planning, site selection, acquisition, and development of one or more facility in the Project Area.

l. Identifying, preserving, and protecting historical structures within the project area.

m. Financing authorized project costs in support of economic development activities and investment to attract and expand quality employment within the Project Area.

n. All other actions necessary and appropriate to carry out the development project as authorized by the Local Development Act.

## VI. ESTABLISHMENT OF INCREMENT DISTRICT NO. 2, CITY OF MCALESTER

a. This Project Plan creates Increment District No. 2, City of McAlester, an ad valorem tax and sales tax increment district.

b. The sales tax increment from Increment District No. 2 is the City's annual undedicated sales tax, and the use tax attributable to investment and development in Increment District No. 2 in excess of such tax revenue for the fiscal year ended June 30, 2018. The increment of the sales taxes generated by Increment District No. 2, City of McAlester, as determined herein and as may be supplemented by the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized by Section VIII of this Project Plan, for a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, City of McAlester, or (B) the period required for payment of up to $30 Million of the Project Costs. During the period of apportionment, the sales tax apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the McAlester Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of McAlester subject to annual appropriation.

c. The allocated increment of ad valorem taxes from Increment District No. 2 in excess of the revenues generated by the base assessed value of the increment district may be used to pay Project Costs Authorized by Section VIII of this Project Plan for a period not to exceed twenty (25) years from the effective date of Increment District No. 2, or the period required for payment of the Project Costs authorized by Section VIII, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the McAlester Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of McAlester subject to annual appropriation.

d. The McAlester Economic Development Authority, a public trust, or another entity subsequently designated by the City of McAlester, is authorized, subject to approval by the City, to incur Project Costs pursuant to Section VIII of this Project Plan, to approve a

process for application and distribution of project funds in the form of no-interest loans, business grants, matching funds, challenge grants, or in any other manner allowed by law, and, in addition, and to accumulate appropriate reserves, if any, in connection therewith.

e. A portion of the generated ad valorem increment from the Increment District shall be apportioned to a revenue stream to the McAlester Public Schools ("Pittsburg County ISD-80") to be utilized as directed by Pittsburg County ISD-80 to enhance their programs, missions, and services in support of the Project Plan objectives. The percentage of generated ad valorem increment apportioned to the revenue stream Pittsburg County ISD-80 shall be percent sixteen point six seven (16.67%).

## VII. PROJECT AND INCREMENT DISTRICT AUTHORIZATION

a. The City of McAlester is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto as provided in the Local Development Act, 62 O.S. § 854.

b. The McAlester Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized and designated to carry out those provisions of the Project Plan, subject to approval of the governing body of the City. Such public entity of the City of McAlester is authorized to assist in carrying out this Project Plan and to exercise all powers necessary or appropriate thereto pursuant Sections 854, Title 62 of the Oklahoma Statutes, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 4, 7, 13 and 16 of Section 854, Title 62. As a public entity designated by the City of McAlester, the McAlester Economic Development Authority, a public trust, or another public entity designated by the City is authorized to: (1) incur Project Costs, pursuant to Section VIII of this Project Plan; (2) provide funds to or reimburse the City of McAlester for the payment of Project Costs and other costs included in support of the implementation of the Project; and (3) to accumulate appropriate reserves, if any, in connection with carrying out the Project Plan.

## VIII. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED BY TAXES APPORTIONED FROM INCREMENT DISTRICT NO. 2, CITY OF MCALESTER

a. Project Costs shall mean (a) the public costs authorized to be paid by allocated apportioned tax increments pursuant to Section VIII of this Project Plan, and (b) costs necessary or appropriate to implement this Project Plan other than costs authorized by Section VIII, which may be authorized without amendment to this Project Plan.

b. The Project Costs will be financed by the apportionment of ad valorem and sales tax increment from Increment District No. 2, City of McAlester, and by state local

government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, *et seq*.

c. Additional costs necessary or appropriate to implementing this Project Plan, which are to be financed by other than apportioned tax increments may be approved by the City at any time.

**PROJECT COSTS**

| | |
|---|---|
| Infrastructure Improvements, including water system, roadway, sanitary sewer, storm drainage, sidewalks, streetscapes, lighting, utility relocation, landscaping, signage, park, civic structures, and walkways: | $15,000,000 |
| Redevelopment, including Land Acquisition and Remediation, and Assistance in Development Financing for business location, relocation, or expansion, public and private redevelopment, job creation, and housing: | $ 5,000,000 |
| Project Implementation, Administrative Costs (including planning, consulting and engineering costs): | $ 500,000 |
| Public School Facilities (Pittsburg County ISD-80) | $ 5,000,000 |
| Miscellaneous and Contingencies: | $ 4,500,000 |
| **Total Project Costs** | **$ 30,000,000** |

d. The provisions of this Section VIII are not a limitation on Project Costs to be financed by other than apportioned tax increments.

e. The City Manager, Peter J. Stasiak, or his successor in office, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan.

## IX. PROJECT PLAN FINANCING

a. **Financing Authorizations**. The implementation of the Project Plan shall be financed by the apportioned increments generated by Increment District No. 2, City of McAlester, any state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, *et seq*, grant funds received, and any additional fund and asset transfers, authorized from time to time by the City Council.

b. **Financing Revenue Sources**. The revenue sources expected to finance Project Costs authorized by Section VIII are the apportioned increments generated by Increment District No. 2, City of McAlester, and any additional funds designated above. Project Costs will be paid by the McAlester Economic Development Authority, a public trust.

c. **Financial Reports and Audits**. The redevelopment activities undertaken herein, pursuant to this Project Plan, shall be accounted for and reported by the appropriate and necessary annual fiscal year audits and reports.

d. **Community Development Block Grant Funds**. To the extent that community development funds or other funds of the City are designated to finance the Project, they may be provided on an incremental basis.

e. **Other Necessary and Supporting Costs**. The McAlester Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project and the construction of facilities therein in addition to Project Costs to be financed pursuant to Section VIII.

## X. FINANCIAL IMPACTS

a. The proposed private development will generate tax increments necessary to pay for the public portion of the authorized costs of the Project. Without the proposed Increment District, significant private investment within the area would be unlikely and any significant increases in ad valorem and sales and use taxes would be unlikely.

b. It is anticipated that implementation of the Project Plan will result in immediate benefit to the affected ad valorem taxing jurisdictions without causing a negative impact on the existing taxing entities during the term of the Increment District.

c. The creation of the Increment District will allow the City to apportion the incremental increase in allocated tax revenues generated through construction of improvements and reinvestment within the Increment District for the purpose of paying Project Costs (as defined herein) either through direct payment or reimbursement.

d. Private and Public Investments Expected from the Project and Increment District No. 2.

e. Private investment in the area is expected to consist of retail, hotel, loft apartment/residential, and new business development. Public investment will include but is not limited to: infrastructure improvements, landscape and streetscape improvements, infill construction, and renovation and revitalization of existing buildings and structures to create enhanced space for retail and mixed uses.

f. Public Revenue Estimated to Accrue from the Project and Increment District No. 2.

g. The estimated incremental increases in ad valorem and sales tax revenue, which will serve as the revenue source for financing the Project Costs authorized by Section VIII, is the public revenue directly attributable to the Project defined by establishment of the tax increment district. The City, County and the State will experience increases in sales tax revenues that are not a part of the increment. Ad valorem taxing entities will experience additional revenues from increasing values near and adjacent to the Project.

h. There is also an expected positive economic impact of the Project on public revenue outside of Increment District No. 2 that will affect the new public tax revenues generated from within Increment District No. 2.

## XI. REVIEW AND APPROVAL OF INCREMENT REVENUES FOR PROJECT

Review Procedures. Prior to expenditure of funds from the Increment District established under this Project Plan, the proposed development and budgetary allocation of tax increments shall be reviewed and approved in accordance with the procedures contained herein

a. **Initiation of the Review and Approval Process**. Initiation of the review and approval process for consideration of development proposals seeking assistance within the project area shall be undertaken by City or, The McAlester Economic Development Authority, staff acting under such procedures as each may prescribe from time to time.

b. **Staff Advisory Evaluation**. After initiation of the review and approval process as provided in B, above, the proposed development agreement and budgetary allocation for providing assistance in financing for a proposal shall be submitted to a staff advisory committee, chaired by the City Manager of The City (or designee), with representatives of The City's Finance, Planning, and Legal departments, and representation from the McAlester Economic Development Authority. The composition of the staff advisory committee shall be reflected in a memorandum from the City Manager. The staff advisory committee shall determine which proposals should be submitted to the McAlester Downtown Area Reinvestment Review Committee in light of project objectives, feasibility, priorities, and funding availability.

c. **Recommendation by the McAlester Downtown Area Reinvestment Review Committee**. The McAlester Downtown Area Reinvestment Review Committee shall review the proposed development agreements and budgetary allocation in light of the project objectives, feasibility, priorities, and funding availability and submit its recommendation to the City Council within 30 days after the Review Committee's receipt of the development proposal.

d. **City Council Action and Approval**. Upon receipt of the recommendation of the Review Committee, or if no recommendation is received within the 30 day period, the City Council may consider the development proposal and budgetary allocation and may approve, deny or modify such proposal.

## XII. ANNUAL REPORTS

a. In accordance with 62 O.S. § 867 of the Act, following the end of each fiscal year, The City shall prepare and submit a report to the chief executive officer of each taxing entity that levies taxes on property in the Increment District. At the time of submitting the report, The City shall also publish the report in a newspaper of general circulation.

b. In addition, City staff shall periodically review and evaluate the Project, the Increment District, and the policies to implement the Project Plan in order to consider what adjustments, if any, are appropriate and desirable. City staff shall undertake a thorough review and evaluation of the Project, in light of market conditions and public priorities at that time, and present to the City Council a report with recommendations regarding any amendments to the Project Plan or policies that may be appropriate and desirable in the interest of achieving the objectives of the Project Plan in accordance with the Legislative guidelines provided in 62 O.S. § 852 of the Act. The City Council shall express its intent whether to consider any amendments in the manner prescribed by Section 858(C) of the Act, including review by the Review Committee and Planning Commission.

## XIII. MISCELLANEOUS PROVISIONS

a. No changes in the zoning of the City of McAlester are necessary to accommodate this Project. This Project Plan complies with the objectives and priorities of the Comprehensive Plan of the City of McAlester.

b. This document shall be interpreted and enforced in accordance with the laws of the State of Oklahoma.

c. If any provision, or any portion thereof, contained in this Plan is held unconstitutional, invalid or unenforceable, the remainder of this Plan, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

d. That the McAlester Downtown Area Reinvestment Review Committee is hereby authorized to annually review the actual overall performance of the ad valorem and sales tax increments compared to expected or projected increment performance, and to make a recommendation regarding increment baseline reassessment to the McAlester City Council.

e. Upon expiration or dissolution of Increment District No. 2, City of McAlester, any remaining Ad Valorem Increment Revenues shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, and (b) any remaining Sales Tax Increment Revenues shall be transferred to the City for deposit into the General Fund, in each case consistent with the provisions of the Local Development Act.

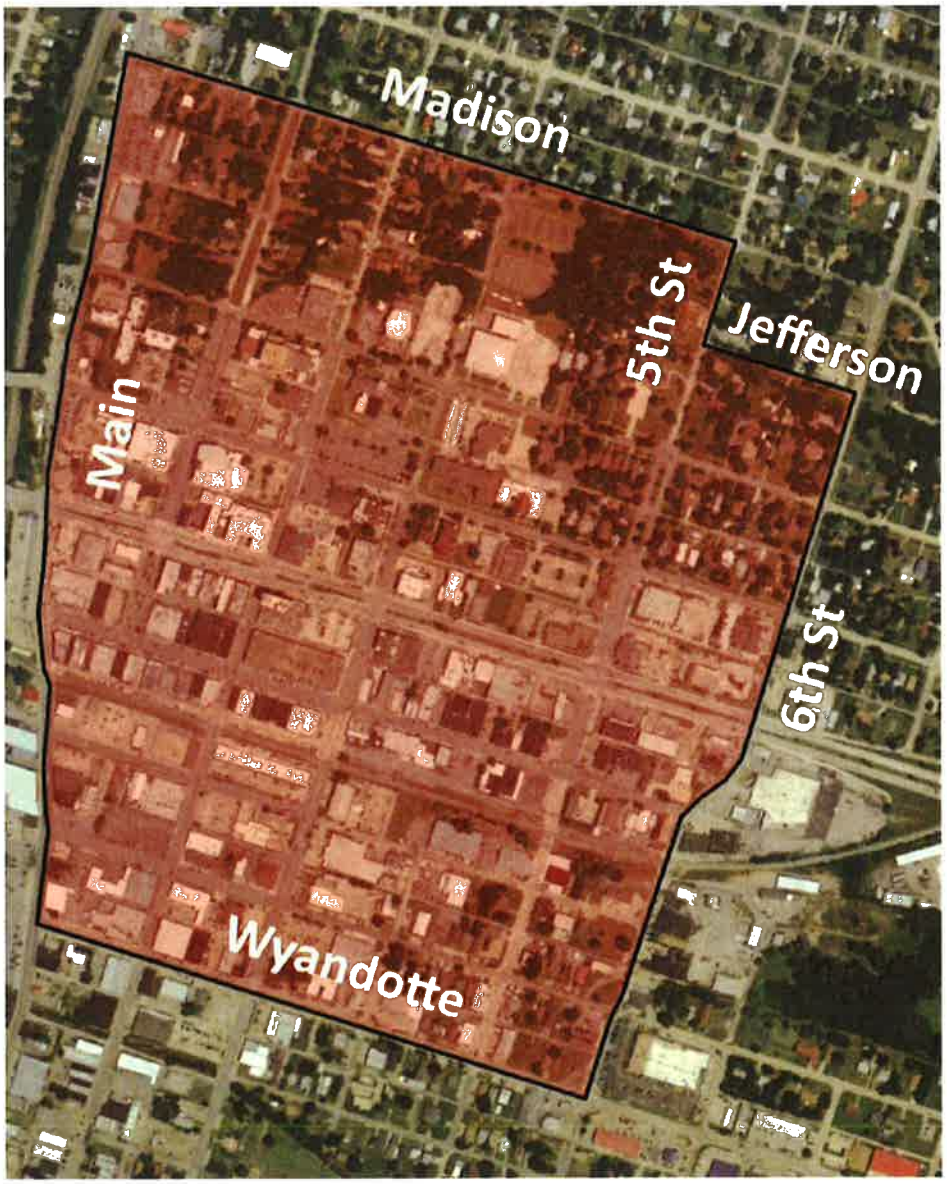
f. The McAlester Downtown Area Reinvestment Review Committee shall complete a tactical plan outlining project priorities at a minimum every three (3) years.

# Proposed TIF Legal Description

Prepared 2-04-19

The boundaries of the proposed Downtown TIF district in McAlester, Oklahoma will be as follows:

Beginning at Wyandotte Avenue from Main Street to Sixth Street, Sixth Street from Wyandotte Avenue to Jefferson Avenue, Jefferson Avenue from Sixth Street to Fifth Street, Fifth Street from Jefferson Avenue to Madison Avenue, Madison Avenue from Fifth Street to Main Street, Main Street from Madison Avenue to Wyandotte Avenue, the ending point.



# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | 3 |
| **Department:** | Economic Development | | |
| **Prepared By:** | Kirk Ridenour | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 6 |

## Subject

Consider and act upon, accepting the bid amount of $499,839.00 from Built Right Construction, LCC and authorizing the Mayor to sign the Notice of Award for the Choctaw Avenue Streetscape Project.

## Recommendation

Motion to authorize the expenditure.

## Discussion

The approved budget for the current phase of the Downtown Streetscape is $507,000.00. During the bid opening in April, the City received one bid from Built Right Construction in the amount of $669,583.00. To ensure this project remains within its budget, it is recommended that the scope of the construction is reduced. For this recommendation, the south side of Choctaw Avenue from Main Street to 1st Street is excluded from construction.

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | KR | 05/07/2019 |
| **City Manager** | P. Stasiak | PJS | 5-9-19 |

Exhibit 1

INFRASTRUCTURE
SOLUTIONS GROUP, LLC
Consulting Engineers

May 03, 2019

City of McAlester
28 East Washington
McAlester, OK 74501

Re: Choctaw Avenue Streetscape, Main to Second Street
Letter of Recommendation; Notice of Award

Dear Mr. Browne:

The above referenced project was bid at 2:00 p.m., on Tuesday, April 16, 2019 at the McAlester City Hall. In the Bid solicitation process, we emailed the notice and advertisement for bids to forty contractors and also sent the plans and specifications to three bid publication companies. Four (4) contractors requested and received the bid package for this project and one elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Built Right Construction, LLC located locally in Savanna, OK, submitted a bid in the amount of $669,583.00.

The budget for this phase of construction is $507,000.00. Enclosed is a copy of the budget spreadsheet which also shows all of the funding breakdown from the Puterbaugh Foundation, Choctaw Nation, City of McAlester, McAlester Main Street, TSET Healthy Living, Donations and Pledges. We looked at what in the project could be omitted at this time to get into budget with the idea of the remaining work be completed by additional donations and future grant opportunities.

The bid schedule is a unit price bid. Attached is a site plan showing the area that is proposed to be omitted from this contract and a tabulation of the line item quantities that will be deducted. In summary, we are omitting the streetscape improvements on the south side of Choctaw Ave starting at Main going to 1st Street. The bump out islands at First Street will remain in the contract. These deducts bring the total bid down to $499,839.00 which is within budget.

We recommend that the City of McAlester award the contract to Built Right Construction, LLC in the amount of $499,839.00 per attached breakdown.

Enclosed please find two (2) copies of the Notice of Award. Please place approval of the Notice of Award on the agenda of your next meeting. Upon approval please sign both copies of the Notice of Award and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.
Branch Manager

RV/dv
Enclosure
Project No. MC-17-03

Exhibit 2

**CITY OF MCALESTER**
**CHOCTAW AVENUE STREETSCAPE IMPROVEMENTS**
**Tuesday, April 16, 2019 @ 2:00 pm**
**BID TABULATION**

**BASE BID**

| | | | | Built Right Construction, LLC<br>9662 S. US Hwy 69<br>Savanna, OK 74565 | |
|---|---|---|---|---|---|
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** |
| 1 | Superpave, Type S4 (PG 64-22 OK) | 48 | Ton | $ 400.00 | $ 19,200.00 |
| 2 | Unclassified Backfill (Landscape Area Backfill) | 112 | CY | $ 80.00 | $ 8,960.00 |
| 3 | Unclassified Backfill (Void Backfill) | 190 | CY | $ 100.00 | $ 19,000.00 |
| 4 | Retaining Wall (at Void location) | 68 | LF | $ 1,100.00 | $ 74,800.00 |
| 5 | Concrete Curb & Gutter (6" Barrier) | 1861 | LF | $ 50.00 | $ 93,050.00 |
| 6 | 4-inch Concrete Sidewalk | 325 | SY | $ 88.00 | $ 28,600.00 |
| 7 | 6-inch Concrete Sidewalk (Driveways) | 15 | SY | $ 98.00 | $ 1,470.00 |
| 8 | Brick Sidewalk | 560 | SY | $ 130.00 | $ 72,800.00 |
| 9 | Tactile Warning Device | 10 | SF | $ 300.00 | $ 3,000.00 |
| 10 | Inlet CI DES. 1 (STD) | 7 | Each | $ 1,600.00 | $ 11,200.00 |
| 11 | Area Inlet and Box | 1 | Each | $ 6,100.00 | $ 6,100.00 |
| 12 | Storm Junction Box | 1 | Each | $ 6,100.00 | $ 6,100.00 |
| 13 | Replacement of Top of Inlet Box | 4 | Each | $ 1,600.00 | $ 6,400.00 |
| 14 | 18" Corrugated Polypropylene (ADS HP Storm Pipe) | 214 | LF | $ 36.00 | $ 7,704.00 |
| 15 | 1" PVC Pipe | 150 | LF | $ 7.00 | $ 1,050.00 |
| 16 | 2" PVC Pipe | 870 | LF | $ 10.00 | $ 8,700.00 |
| 17 | 8" PVC Pipe (AWWA C900) | 1045 | LF | $ 21.00 | $ 21,945.00 |
| 18 | 2" Ball Valve | 2 | Each | $ 550.00 | $ 1,100.00 |
| 19 | 8" Gate Valve | 1 | Each | $ 1,350.00 | $ 1,350.00 |
| 20 | 8" Tapping Valve and Box | 2 | Each | $ 2,050.00 | $ 4,100.00 |
| 22 | Reconnect 6" Fire Suppression Line | 2 | Each | $ 1,550.00 | $ 3,100.00 |
| 23 | Fire Hydrants | 3 | Each | $ 5,500.00 | $ 16,500.00 |
| 24 | Water Meter Reconnection | 5 | Each | $ 500.00 | $ 2,500.00 |
| 25 | 2" Irrigation Backflow Preventer | 2 | Each | $ 200.00 | $ 400.00 |
| 26 | Removal of Curb and Gutter | 1193 | LF | $ 12.00 | $ 14,316.00 |
| 27 | Removal of Concrete Pavement and Sidewalk | 845 | SY | $ 16.00 | $ 13,520.00 |
| 28 | Removal of Stormwater Manhole | 1 | Each | $ 750.00 | $ 750.00 |
| 29 | 2" PVC Sch 40 Plastic Conduit | 2680 | LF | $ 8.00 | $ 21,440.00 |
| 30 | Remove and Reset Existing Sign (Wayfinding Sign) | 1 | Each | $ 450.00 | $ 450.00 |
| 31 | Decorative Pole and Street Sign | 2 | Each | $ 1,000.00 | $ 2,000.00 |
| 32 | 25' Corner Lamp Post | 7 | Each | $ 5,400.00 | $ 37,800.00 |
| 33 | 12' Midblock Lamp Post | 8 | Each | $ 4,400.00 | $ 35,200.00 |
| 34 | Electrical Wire and Installation for Lighting | 1 | LS | $ 50,000.00 | $ 50,000.00 |
| 35 | Traffic Stripe (Paint) 4" Wide | 1792 | LF | $ 4.00 | $ 7,168.00 |
| 36 | Traffic Stripe (Paint) 12" Wide (Stop Bar) | 30 | LF | $ 15.00 | $ 450.00 |
| 37 | Painted Handicap Symbol | 3 | Each | $ 600.00 | $ 1,800.00 |
| 38 | Handicap Parking Sign and Pole | 3 | Each | $ 600.00 | $ 1,800.00 |
| 39 | Construction Traffic Control | 1 | LS | $ 7,500.00 | $ 7,500.00 |
| 40 | Sidewalk Pedestrian Separation Barrier | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| 41 | Tree Grates and Wells | 11 | Each | $ 2,850.00 | $ 31,350.00 |
| 42 | Trench Grate and Concrete Flume | 21 | LF | $ 710.00 | $ 14,910.00 |
| | **TOTAL AMOUNT OF BASE BID** | | | | $ 669,583.00 |

CERTIFIED AS TRUE AND CORRECT
Infrastructure Solutions Group, LLC

REGISTERED PROFESSIONAL ENGINEER
4/16/19
ROBERT D. VAUGHAN
21702
OKLAHOMA

Robert Vaughan, P.E.
Branch Manager
RV/dv
MC-17-03

Exhibit 3

| | |
|---|---|
| INFRASTRUCTURE SOLUTIONS GROUP, LLC<br>Consulting Engineers | **Project Budget** |
| | **City of McAlester** |
| | **April 16, 2019** |
| | **Project Number: MC-17-03** |

| **Choctaw Ave Streetscape** | | | | |
|---|---|---|---|---|
| Streetscape Construction | Budget | 4/16/2019 | **$** | **507,000.00** |
| Bandstand Construction | Budget | 4/16/2019 | **$** | **80,000.00** |
| | | **Construction Amount:** | **$** | **587,000.00** |
| | | Engineering Design | $ | 35,470.00 |
| | | Togographic Survey | $ | 7,500.00 |
| | | Engineering Construction Contract Management, Bidding Through Construction | $ | 17,000.00 |
| | | Resident Project Representative | $ | 17,800.00 |
| | | **Total Project Costs** | **$** | **664,770.00** |
| | | Funding Breakdown | | |
| | | City of McA / TSET Healthly Living and McA Main Street (Design & Survey 2017) | $ | 42,970.00 |
| | | Donations | $ | 11,030.00 |
| | | Choctaw Nation of OK | $ | 149,440.00 |
| | | City of McAlester (Dec 2018) | $ | 128,470.00 |
| | | Puterbaugh Foundation | $ | 125,000.00 |
| | | Pledges | $ | 31,500.00 |
| | | City of McAlester (Jan 2019) | $ | 176,360.00 |
| | | **Total Funds Available** | **$** | **664,770.00** |

Exhibit 4

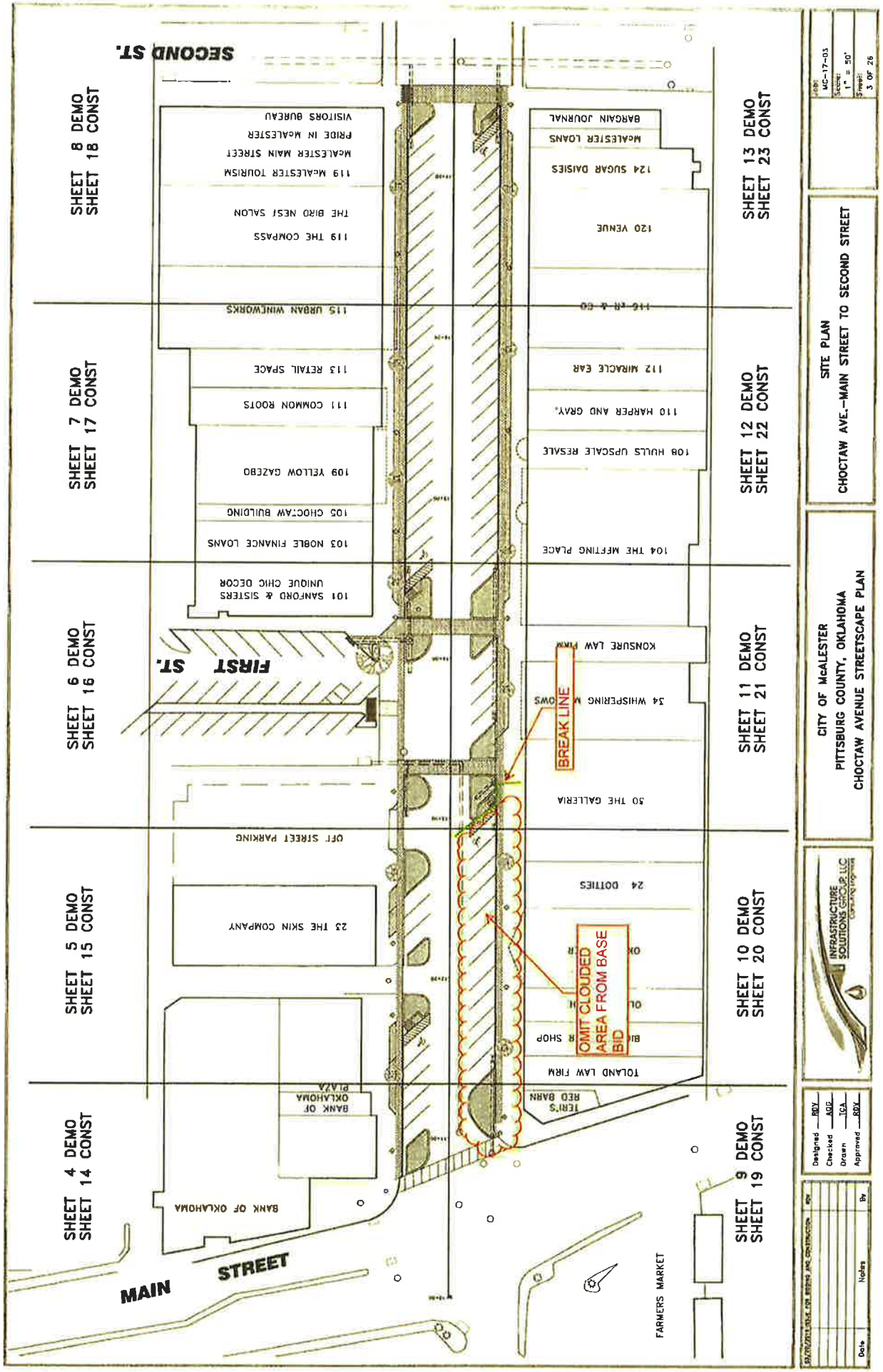
CITY OF MCALESTER
CHOCTAW AVENUE STREETSCAPE IMPROVEMENTS

BASE BID

| ITEM | DESCRIPTION | QTY | UNIT | Built Right Construction, LLC 9662 S. US Hwy 69 Savanna, OK 74565 UNIT PRICE | TOTAL PRICE | Deducts Main to First (South Side) Deduct Quantity | UPDATED TOTAL PRICE |
|---|---|---|---|---|---|---|---|
| 1 | Superpave, Type S4 (PG 64-22 OK) | 48 | Ton | $ 400.00 | $ 19,200.00 | 2 | $ 18,400.00 |
| 2 | Unclassified Backfill (Landscape Area Backfill) | 112 | CY | $ 80.00 | $ 8,960.00 | 9 | $ 8,240.00 |
| 3 | Unclassified Backfill (Void Backfill) | 190 | CY | $ 100.00 | $ 19,000.00 | 190 | $ - |
| 4 | Retaining Wall (at Void location) | 68 | LF | $ 1,100.00 | $ 74,800.00 | 68 | $ - |
| 5 | Concrete Curb & Gutter (6" Barrier) | 1861 | LF | $ 50.00 | $ 93,050.00 | 220 | $ 82,050.00 |
| 6 | 4-inch Concrete Sidewalk | 325 | SY | $ 88.00 | $ 28,600.00 | 10 | $ 27,720.00 |
| 7 | 6-inch Concrete Sidewalk (Driveways) | 15 | SY | $ 98.00 | $ 1,470.00 | | $ 1,470.00 |
| 8 | Brick Sidewalk | 560 | SY | $ 130.00 | $ 72,800.00 | 96 | $ 60,320.00 |
| 9 | Tactile Warning Device | 10 | SF | $ 300.00 | $ 3,000.00 | 5 | $ 1,500.00 |
| 10 | Inlet CI DES. 1 (STD) | 7 | Each | $ 1,600.00 | $ 11,200.00 | 1 | $ 9,600.00 |
| 11 | Area Inlet and Box | 1 | Each | $ 6,100.00 | $ 6,100.00 | | $ 6,100.00 |
| 12 | Storm Junction Box | 1 | Each | $ 6,100.00 | $ 6,100.00 | | $ 6,100.00 |
| 13 | Replacement of Top of Inlet Box | 4 | Each | $ 1,600.00 | $ 6,400.00 | 1 | $ 4,800.00 |
| 14 | 18" Corrugated Polypropylene (ADS HP Storm Pipe) | 214 | LF | $ 36.00 | $ 7,704.00 | 28 | $ 6,696.00 |
| 15 | 1" PVC Pipe | 150 | LF | $ 7.00 | $ 1,050.00 | 10 | $ 980.00 |
| 16 | 2" PVC Pipe | 870 | LF | $ 10.00 | $ 8,700.00 | 200 | $ 6,700.00 |
| 17 | 8" PVC Pipe (AWWA C900) | 1045 | LF | $ 21.00 | $ 21,945.00 | | $ 21,945.00 |
| 18 | 2" Ball Valve | 2 | Each | $ 550.00 | $ 1,100.00 | | $ 1,100.00 |
| 19 | 8" Gate Valve | 1 | Each | $ 1,350.00 | $ 1,350.00 | | $ 1,350.00 |
| 20 | 8" Tapping Valve and Box | 2 | Each | $ 2,050.00 | $ 4,100.00 | | $ 4,100.00 |
| 22 | Reconnect 6" Fire Suppression Line | 2 | Each | $ 1,550.00 | $ 3,100.00 | | $ 3,100.00 |
| 23 | Fire Hydrants | 3 | Each | $ 5,500.00 | $ 16,500.00 | 1 | $ 11,000.00 |
| 24 | Water Meter Reconnection | 5 | Each | $ 500.00 | $ 2,500.00 | | $ 2,500.00 |
| 25 | 2" Irrigation Backflow Preventer | 2 | Each | $ 200.00 | $ 400.00 | | $ 400.00 |
| 26 | Removal of Curb and Gutter | 1193 | LF | $ 12.00 | $ 14,316.00 | 236 | $ 11,484.00 |
| 27 | Removal of Concrete Pavement and Sidewalk | 845 | SY | $ 16.00 | $ 13,520.00 | 219 | $ 10,016.00 |
| 28 | Removal of Stormwater Manhole | 1 | Each | $ 750.00 | $ 750.00 | 1 | $ - |
| 29 | 2" PVC Sch 40 Plastic Conduit | 2680 | LF | $ 8.00 | $ 21,440.00 | 450 | $ 17,840.00 |
| 30 | Remove and Reset Existing Sign (Wayfinding Sign) | 1 | Each | $ 450.00 | $ 450.00 | | $ 450.00 |
| 31 | Decorative Pole and Street Sign | 2 | Each | $ 1,000.00 | $ 2,000.00 | | $ 2,000.00 |
| 32 | 25' Corner Lamp Post | 7 | Each | $ 5,400.00 | $ 37,800.00 | 1 | $ 32,400.00 |
| 33 | 12' Midblock Lamp Post | 8 | Each | $ 4,400.00 | $ 35,200.00 | 2 | $ 26,400.00 |
| 34 | Electrical Wire and Installation for Lighting | 1 | LS | $ 50,000.00 | $ 50,000.00 | 0.1 | $ 45,000.00 |
| 35 | Traffic Stripe (Paint) 4" Wide | 1792 | LF | $ 4.00 | $ 7,168.00 | | $ 7,168.00 |
| 36 | Traffic Stripe (Paint) 12" Wide (Stop Bar) | 30 | LF | $ 15.00 | $ 450.00 | | $ 450.00 |
| 37 | Painted Handicap Symbol | 3 | Each | $ 600.00 | $ 1,800.00 | 1 | $ 1,200.00 |
| 38 | Handicap Parking Sign and Pole | 3 | Each | $ 600.00 | $ 1,800.00 | 1 | $ 1,200.00 |
| 39 | Construction Traffic Control | 1 | LS | $ 7,500.00 | $ 7,500.00 | | $ 7,500.00 |
| 40 | Sidewalk Pedestrian Separation Barrier | 1 | LS | $ 10,000.00 | $ 10,000.00 | | $ 10,000.00 |
| 41 | Tree Grates and Wells | 11 | Each | $ 2,850.00 | $ 31,350.00 | 2 | $ 25,650.00 |
| 42 | Trench Grate and Concrete Flume | 21 | LF | $ 710.00 | $ 14,910.00 | | $ 14,910.00 |
| | TOTAL AMOUNT OF BASE BID | | | | $ 669,583.00 | Updated Total: | $ 499,839.00 |

Budget $ 507,000.00

Exhibit 5


SECOND ST.
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SHEET 22 CONST
SHEET 11 DEMO
SHEET 21 CONST
SHEET 10 DEMO
SHEET 20 CONST
SHEET 9 DEMO
SHEET 19 CONST
119 MCALESTER TOURISM
MCALESTER MAIN STREET
PRIDE IN MCALESTER
VISITORS BUREAU
119 THE COMPASS
THE BIRD NEST SALON
115 URBAN WINEWORKS
113 RETAIL SPACE
111 COMMON ROOTS
109 YELLOW GAZEBO
105 CHOCTAW BUILDING
103 NOBLE FINANCE LOANS
101 SANFORD & SISTERS
UNIQUE CHIC DECOR
BANK OF OKLAHOMA
BANK OF OKLAHOMA PLAZA
23 THE SKIN COMPANY
OFF STREET PARKING
124 SUGAR DAISIES
MCALESTER LOANS
BARGAIN JOURNAL
120 VENUE
112 MIRACLE EAR
110 HARPER AND GRAY
108 HULLS UPSCALE RESALE
104 THE MEETING PLACE
KONSURE LAW FIRM
34 WHISPERING MEADOWS
BREAK LINE
30 THE GALLERIA
24 DOTTIES
OMIT CLOUDED AREA FROM BID
TOLAND LAW FIRM
TERI'S RED BARN
FARMERS MARKET
SITE PLAN
CHOCTAW AVE.-MAIN STREET TO SECOND STREET
CITY OF McALESTER
PITTSBURG COUNTY, OKLAHOMA
CHOCTAW AVENUE STREETSCAPE PLAN
INFRASTRUCTURE SOLUTIONS GROUP, LLC
Designed RDV
Checked AGC
Drawn TCA
Approved RDV
Date
Notes
By
MC-17-03
1" = 50'
3 OF 26

Exhibit 6

## NOTICE OF AWARD

TO: Built Right Construction, LLC
9662 S. US Hwy 69
Savanna, OK 74565

Project Description: Choctaw Ave. Streetscape Improvements

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 9, 2019 & March 16, 2019 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
Four Hundred Ninety-Nine Thousand Eight Hundred Thirty-Nine Dollars ($499,839.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENACE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2019.

City of McAlester
OWNER

By: _____

Title: John Browne

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Built Right Construction, LLC this ____ day of _____, 2019.

By: _____ Title: _____

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | 4 |
| **Department:** | | | |
| **Prepared By:** | James Brown, Councilman Ward Four | **Account Code:** | |
| **Date Prepared:** | April 17, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 1 |

## Subject

Consider and act upon, approval and authorization for the Mayor to sign the Third Amendment to the Water System Operation and Maintenance Agreement with INFRAMARK, LLC (previously Severn Trent Environmental Services, Inc.) for implementation of the Second Five Year Term for operation and maintenance of the City of McAlester's water facilities.

## Recommendation

Staff recommends the approval and authorization for the Mayor to sign the Third Amendment to the Water System Operation and Maintenance Agreement with INFRAMARK, LLC (previously Severn Trent Environmental Services, Inc.).

## Discussion

Changes to include,

- the calculation of the Consumer Price Index
- Responsibility of the chemical budget line item

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | | | |
| **City Manager** | P. Stasiak | PJS | 5-9-19 |

INFRAMARK
WATER & INFRASTRUCTURE SERVICES

1450 East Blue Starr
Drive
Claremore, OK 74017
918-924-1081

3/27/19

Pete Stasiak
City Manager
City of McAlester
28 E. Washington
P.O. Box 578
McAlester, OK 74502

Re: Renewal of Water System Operation and Maintenance Agreement between the McAlester Public Works Authority and Inframark, LLC.

Dear Mr. Stasiak:

As you are aware, we are nearing the second term of our agreement, for the operation and management of the Water Treatment Facilities. As such, Inframark, LLC, is pleased to submit a summary of our accomplishments and some proposed modifications to our agreement for consideration to the McAlester Public Works Authority (the Authority). Our goal is to continue to be a true partner and source of skilled technical resources to you and your community by always seeking solutions at the lowest possible cost.

During the first five years of our partnership, together we have made significant improvements to the facilities while also improving the overall operations. Some of our key achievements are summarized below:

**Capital Investment in the Facilities**

Inframark invested $425,000 into the facilities to address critical capital improvement projects requiring immediate attention to ensure improved water quality. These projects included:

- Raw Water Flow Meter Improvements
- Coagulant Treatment Improvements
- pH Adjustment/Caustic Soda Improvements
- Polyphosphate Addition
- Powder Activated Carbon Improvements
- Lake McAlester Intake/WTP Telemetry and SCADA Enhancements
- Skyline Tower Level Measurement and Telemetry
- Industrial Tower Level Measurement and Telemetry
- KFC Booster Pumping Station SCADA and Telemetry Improvements
- SCADA System Improvements
- Evaluate Existing Filter Media and Backwash
- Install Distribution Flow Meter Signal
- Risk Management Plan
- Repair Overhead Gantry in High Service

INFRAMARK
WATER & INFRASTRUCTURE SERVICES

1450 East Blue Starr
Drive
Claremore, OK 74017
918-924-1081

**Improved Operational Performance and Water Quality**

Inframark implemented operational strategies and controls designed to ensure improved, proper and consistent water quality that meets state and federal water quality regulations. This includes a computerized data management system that allows us to monitor facility performance regionally as an added level of assurance for the Citizens of McAlester. The improvements we have made to the water quality issues plaguing the operations prior to our partnership have been significant.

**Full Responsibility for Fixed Budget and Staffing**

As your partner, Inframark has guaranteed the operational costs that we were able to predict and control based on our initial assessment. This includes all staffing costs, including health benefits, which in these times are significant.

While efficiency and cost control are very important, so are the other benefits of the City's partnership with Inframark including:

**Management and Administrative Support interfacing with the Oklahoma Department on Environmental Quality (ODEQ).**
While final approvals and the signature resides with the Authority, Inframark provides management and technical assistance for the existing operation. As a registered contract operator, Inframark supports the Authority with issues related to water compliance as we do already for the water facilities. As part of our services, Inframark provides well-developed systems that ensure proper monitoring, quality control, assurance, and regulatory reporting.

**Inframark resources available to support the Authority within three hours.**
Inframark has over 110 water, wastewater, administrative, management and maintenance specialists within a 180-mile radius of McAlester. This means that the Authority can be rest assured that Inframark will respond to technical requests and emergencies, as well as provide training, leadership, and operational support.

**Public-private partnerships (PPPs) provide the Authority with increased control over infrastructure O&M and budgets.**
Through the agreement, the Authority has absolute control and at the same time is able to focus needed attention on other critical Authority activities. Our agreement truly provides Authority officials with more control and less risk by having clear terms and deliverables that you do not have with your current staff.

As our Partnership continues to grow and evolve, we believe it is important to identify needs and propose changes to address them for our partners. As such, we would like to propose a few important improvements to our current agreement for your consideration.

INFRAMARK
WATER & INFRASTRUCTURE SERVICES

1450 East Blue Starr
Drive
Claremore, OK 74017
918-924-1081

We are recommending the following modifications:

- Inframark proposes to take full responsibility for the chemical costs
    - In recognition of the overspend of chemicals last year to address the TTHM issues in the distribution system, Inframark understands the impact of the large bill ($145,946.57) on the City's budget. As your partner, we would propose that we will forgo that invoice and fold the current chemical cap into our base fee.
    - As such, Inframark shall be responsible for all costs of chemicals associated with treating the raw water identified in the baseline conditions within the design capacity of the WTP. This will exclude TTHM as that is an issue created and addressed in the distribution system. The current Annual Chemical Limit will be added to the Base Fee.

The Price Index shall be the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance for the U.S. City Average 1982-84=100 as published by the U.S. Department of Commerce, Bureau of Labor Statistics. This will also for a more accurate benchmark that will include costs associated with our industry (including chemicals) as opposed to all consumer goods. The Raw Water Quality Baseline Conditions shall be amended based upon the average of the 12 months of 2018 calendar year.

With the above considerations, Inframark is pleased to continue the financing of the above capital projects and provide our proposed annual base fee of $1,279,337.48. This base fee includes the following:

- Chemical costs as outlined above
- The application of this year's CPI calculation to the current base fee
- Production of treated water as reasonably necessary to meet demand for water by the Authority's customers, as well as using reasonable efforts to maintain operationally appropriate water storage capacity levels in all water storage facilities in the distribution system;
- Routine preventive maintenance of the facilities (as per Schedule 2);
- Repair and replacement of the facilities' equipment (as per Schedule 1);
- Laboratory testing and analysis;
- Preparation and prompt delivery of all applicable and required filings, including reports, to Authority and to regulatory agencies as prescribed by applicable law; and
- Mowing and minor ground maintenance

Inframark hereby requests that the Authority Agreement be automatically renewed for a five-year period beginning July 1, 2019 through June 30, 2024 per Section 1.1.

Thank you for the opportunity to submit this renewal proposal for the Operation and Management of the Water Treatment Facilities. We look forward to discussing this opportunity further. If you have any questions, please contact me at 918-924-1081. Again, thank you for your consideration.

INFRAMARK
WATER & INFRASTRUCTURE SERVICES

1450 East Blue Starr
Drive
Claremore, OK 74017
918-924-1081

Sincerely,

Michael Moler
Regional Director

Cc: Edward Schwab, Vice President
Steven Sears, Area Manager
Gene Chisum, Project Manager

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

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

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

**BACKGROUND**

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

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

**1) TERM**

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

**2) SERVICES**

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

2.2 The Operator shall:

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

**THIRD AMENDMENT TO THE WATER SYSTEM OPERATION AND MAINTENANCE AGREEMENT BETWEEN INFRAMARK, LLC AND THE MCALESTER PUBLIC WORKS AUTHORITY**

THIS THIRD AMENDMENT is entered into and effective on July 1, 2019 ("Effective Date") between the McAlester Public Works Authority (hereinafter referred to as the "Authority") and Inframark, LLC (hereinafter referred to as the "Operator") for the purpose of renewing the Agreement as set forth in Article 1.1 of the Agreement and adjusting the Services as set forth in Article 4 of Agreement and the Base Compensation as set forth in Section 7.1 of the Agreement as hereinafter set forth:

**WITNESSETH THAT:**

**WHEREAS,** on April 22, 2014, the Authority and Severn Trent Environmental Services, Inc. entered into a Water System Operation and Maintenance Agreement for the operation and maintenance of the Client's water and wastewater facilities (hereinafter referred to as the "Original Agreement"), which commenced on July 1, 2014; and

**WHEREAS**, on October 23, 2014, the Authority and Severn Trent Environmental Services, Inc. entered into a First Amendment to the Original Agreement (hereinafter referred to as the "First Amendment") to remove the Annual Electricity Limit;

**WHEREAS**, on June 23, 2015, the Authority and Severn Trent Environmental Services, Inc. entered into a Second Amendment to the Original Agreement (hereinafter referred to as the "First Amendment") (the Original Agreement as amended by the First Amendment and Second Amendment is hereafter collectively referred to as the "Agreement"); to add oversight services and adjust the Base Fee;

**WHEREAS**, Severn Trent Environmental Services, Inc. changed its structure to Severn Trent Environmental Services, LLC then changed its name to Inframark, LLC on or about December 1, 2017; and

**WHEREAS,** the Parties desire to execute this Third Amendment to renew the Agreement as set forth in Article 1.1 of Agreement and adjust the Services as set forth in Article 4 of Agreement and the Base Compensation as set forth in Section 7.1 of the Agreement.

1. The term of this Agreement shall be renewed for a period of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024.

2. The following shall be added to the Agreement as Article 2.6:

   Operator may perform additional services beyond the Services specified in Section 2.1 with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.

3. Article 4 on Chemicals shall be deleted in its entirety from the Agreement.

4. Article 7.1 of the Agreement shall be amended to read as follows:

> For the period beginning on the Commencement Date, the Authority shall pay the Operator an annual fee (the "Base Fee") as set out in Schedule 5. The amount of the Base Fee shall be increased on each Adjustment Date in accordance with the formula set forth in Schedule 5. In no event shall the Base Fee be reduced by virtue of the formula. The calculation of the revised Base Fee, as well as the Annual Repair and Maintenance Limit by the Operator shall occur on or before each May 30th during the term of this Agreement and such calculations shall be promptly transmitted to the Authority.

5. The definition of "Annual Chemical Limit" set forth in Schedule 3 shall be deleted in its entirety from the Agreement.

6. The definition of "Price Index" set forth in Schedule 3 shall be amended to read as follows:

> *"Price Index"* means the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance for the U.S. City Average 1982-84=100 as published by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

7. The definition of "Price Index Increase" set forth in Schedule 3 shall be amended to read as follows:

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

8. The following shall be deleted in its entirety from Section 1 of Schedule 5: Annual Base Fee and Compensation Formula: "Annual Chemical Limit (for first Agreement Year): three hundred and fifty thousand, one hundred seventy dollars ($350,170)"

9. Section 2 of Schedule 5: Annual Base Fee and Compensation Formula shall be amended so the Base Fee, as may have been adjusted by the Price Index Increase, shall be increased by twenty-five thousand, eighty-five dollars, and five cents ($25,085.05), which increases the monthly payments by two thousand, ninety dollars, and forty-two cents ($2,090.42). The Base Fee for the Agreement Year

beginning on July 1, 2019 shall be one million, two hundred seventy-nine thousand, three hundred thirty-seven dollars, and seventy-four cents ($1,279,337.74), which shall be payable in twelve (12) equal monthly installments of and one hundred six thousand, six hundred eleven dollars, and forty-eight cents ($106,611.48).

10. Schedule 6: Baseline Conditions shall be amended to read as follows:

- Water Plant Annual Daily Average Production 3.76 MGD
- Raw Water Quality Baseline Conditions are annual averages as recorded in MROs from the 2018 calendar year:
    - Raw Water pH 6.83
    - Raw Water Fe 2.87 mg/l
    - Raw Water Mn 0.20 mg/l
    - Raw Water Turbidity 78.5 NTU
    - Raw Water TOC 5.36 mg/l
    - Raw Water Alkalinity 26.3 mg/l

11. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this Third Amendment. In the event of any conflict between the provisions of this Third Amendment and the provisions of the Agreement, the provisions in this Third Amendment will control.

12. This Third Amendment shall be binding upon the parties hereto and their respective legal representatives, successors, and assigns.

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

***(THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)***

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

Client:
The McAlester Public Works Authority

_____
By: _____
Title: _____
Date: _____

Operator:
Inframark, LLC

_____
By: _____
Title: _____
Date: _____

**Schedule 3: Definitions**

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

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

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

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

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

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

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

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

## Schedule 5: Annual Base Fee and Compensation Formula

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

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

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

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

**2) Annual Base Fee:**

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

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

**3) Compensation Adjustment Formula**

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

$$\mathbf{AAF = AF_0 \times [P_1 / P_0]}$$

where:

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

$AF_0$ = Annual Fee (Base Fee) for the Agreement Year just ended

$P_1$ = Price Index in effect as of April 1st of the Agreement Year that has just ended

$P_0$ = Price Index in effect as of April 1st of the prior Agreement Year. With respect to the first Adjustment Date, $P_0$ shall be the Price Index in effect as of the Commencement Date of the Agreement.

## Schedule 6: Baseline Conditions

- Water Plant Annual Daily Average Production 4.25 MGD

  The water plant flow meter does not function and actual reported flows are not validated. The past 12 monthly MORs reported an average flow of 4.227 MGD. 4.25 MGD was used to establish the chemical use quantities. Therefore, it is recommended the baseline flow condition be set at 4.25 MGD annual average and this will be confirmed and adjusted in conjunction with Article 2.1 after proper metering is installed.

- Raw Water Quality Baseline Conditions are annual averages as recorded in MROs from the previous 12 months

  Raw Water pH 7.2

  Raw Water Fe 3.37 mg/l

  Raw Water Mn 0.24 mg/l

  Raw Water Turbidity 105 NTU

  Raw Water TOC 5.55 mg/l

  Raw Water Alkalinity 29.5 mg/l

# McAlester City Council

# AGENDA REPORT

| | | | |
|---|---|---|---|
| **Meeting Date:** | May 14, 2019 | **Item Number:** | 5 |
| **Department:** | Public Works | | |
| **Prepared By:** | Tyler McDonald | **Account Code:** | |
| **Date Prepared:** | May 7, 2019 | **Budgeted Amount:** | |
| | | **Exhibits:** | 3 |

## Subject

Consider and act upon, authorizing the Mayor to sign the attached "Supplemental Agreement #2 and Explanation Memo" for additional labor and materials for the "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-19-FS construction contract with Interstate Highway Construction.

## Recommendation

Motion to approve and authorize the Mayor to sign the attached "Supplemental Agreement #2 and Explanation Memo" for additional labor and materials for the "Rehabilitate Runway 2-20 and Connecting Taxiways", FAA AIP 3-40-0057-016-2018 and OAC MLC-19-FS construction contract with Interstate Highway Construction.

## Discussion

The City of McAlester is requesting an increase to the grant amount of AIP Project No 3-40-0057-016-2018 for the following reasons:
•Supplemental Agreement #2 details the changes of each line item from the original estimated quantities. The substantial changes were from more dirt being required under the removed pavement. This made the embankment and borrow quantities rise. The existing concrete was thicker in some areas and required more fill dirt to get the final grade before paving. Also, there were areas in the keel section that had a large amount of saturated clay. These also required more embankment and borrow. (See Attached SA#2)
•There were 4 items that were required that were not a part of the original bid. Supplemental Agreement #2 details these items and why they were required. The existing joint seal in the runway and taxiway pavement that was remaining was in very poor condition and very high in the joint. When these areas were diamond ground, the seal was destroyed and had to be replaced. There were existing spall patches in the area that was diamond ground. These small patches were installed many years ago and were not in good shape. They were damaged by the diamond grinding and had to be repaired. An ASOS cable was encountered during construction. All the locates were called in, and no information was available. Finally, an existing electrical wire that crossed the runway under the keel section, was encountered during cement stabilization. It was not buried as deep as expected and had to be repaired.
The total cumulative costs for the project were estimated at $4,613,502.35 with a Federal Share of $4,152,151 (90%) and a Local Share of $461,351.35 (10%).
The overage for the project is $262,649.02.
The City of McAlester is requesting an additional $236,384 (90%) in federal funds to close out this project making the total costs for the project $4,876,151.37 with a Federal Share of $4,388,535 (90%) and a Local Share of $487,616.37 (10%)

## Approved By

| | | *Initial* | *Date* |
|---|---|---|---|
| **Department Head** | D. Horinek | | |
| **City Manager** | P. Stasiak | PJS | 5-9-19 |

McALESTER OK
Small Town. Big Frontier.

PO Box 578 (1st & Washington) McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

May 1, 2019

Justin Barker, ADO Manager
Arkansas/Oklahoma Airports Development Office
Federal Aviation Administration

Dear Mr. Barker,

The City of McAlester is requesting an increase to the grant amount of AIP Project No 3-40-0057-016-2018 for the following reasons:

- Supplemental Agreement #2 details the changes of each line item from the original estimated quantities. The substantial changes were from more dirt being required under the removed pavement. This made the embankment and borrow quantities rise. The existing concrete was thicker in some areas, and required more fill dirt to get the final grade before paving. Also, there were areas in the keel section that had a large amount of saturated clay. These also required more embankment and borrow. (See Attached SA#2)
- There were 4 items that were required that were not a part of the original bid. Supplemental Agreement #2 details these items and why they were required. The existing joint seal in the runway and taxiway pavement that was remaining was in very poor condition and very high in the joint. When these areas were diamond ground, the seal was destroyed and had to be replace. There were existing spall patches in the area that was diamond ground. These small patches were installed many years ago, and were not in good shape. They were damaged by the diamond grinding and had to be repaired. An ASOS cable was encountered during construction. All the locates were called in, and no information was available. Finally, an existing electrical wire that crossed the runway under the keel section, was encountered during cement stabilization. It was not buried as deep as expected, and had to be repaired.

The total cumulative costs for the project were estimated at $4,613,502.35 with a Federal Share of $4,152,151 (90%) and a Local Share of $461,351.35 (10%).

The overage for the project is $262,649.02.

The City of McAlester is requesting an additional $236,384 (90%) in federal funds to close out this project making the final total costs for the project $4,876,151.37 with a Federal Share of $4,388,535 (90%) and a Local Share of $487,616.37 (10%)

We appreciate your favorable consideration of these requests. We are prepared to close out the grant, with your concurrence.

Sincerely,

City of McAlester

cc. LBR Inc.

## SUPPLEMENTAL AGREEMENT NO. 2

1 Sponsor's (Public Agency) Name and Address
City of McAlester
28 East Washington Avenue
McAlester, Oklahoma 74501

| 2. Name of Airport | 3 Project Numbers | 4 Date Prepared - Prepared by |
|---|---|---|
| McAlester Regional Airport | FAA AIP 3-40-0057-016-2018<br>MLC-19-FS | April 16, 2019 - Tyler McDonald |

5. Name and Address of Contractor
Interstate Highway Construction, Inc
7135 S Tucson Way
Englewood, CO 80112

6 Description of Work Included in Contract
"Rehabilitate Runway 2/20 and Connecting Taxiways"

7 Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)

A - Q.- The quatity of work completed on this project is being adjusted to as-built quantites for this reconciliation change order See attachment.

R - The existing joint seal was in very bad shape, and was high in the joints. When these area were diamond ground, the seal was destroyed and had to be replaced

S - There were existing spall patches in the area that was diamond ground. These small patches were installed many years ago, and were not in good shape. They were damaged by the diamond grinding and had to be repaired.

T - An ASOS cable was encountered during construction All the locates were called in, and no information was available

U - An existing electrical wire that crossed the runway under the keel section, was encountered during cement stabilization. It was not buried as deep as expected, and had to be repaired

| 8. Contract Changes | Bid Item No. | Original Estimated Quantity | Contract Unit Price | Revised Estimated Quantity | Negotiated C.O. Unit Price | Original Estimated Cost | Revised Estimated Cost |
|---|---|---|---|---|---|---|---|
| | | | | Base Bid | | | |
| A. | 3 | 6,920 | $4.50 | 7,308 | $4.50 | $31,140.00 | $32,886.00 |
| B. | 5 | 1,290 | $8.00 | 1,649 | $8.00 | $10,320.00 | $13,192.00 |
| C. | 6 | 1,290 | $14.20 | 3,290 | $14.20 | $18,318.00 | $46,718.00 |
| D. | 7 | 30 | $23.50 | 106 | $23.50 | $705.00 | $2,491.00 |
| E. | 8 | 960 | $16.90 | 8,307 | $16.90 | $16,224.00 | $140,388.30 |
| F. | 9 | 2,245 | $7.10 | 8,307 | $7.10 | $15,939.50 | $58,979.70 |
| G. | 10 | 1,290 | $4.80 | 1,649 | $4.80 | $6,192.00 | $7,915.20 |
| H. | 11 | 600 | $145.80 | 789.48 | $145.80 | $87,480.00 | $115,106.18 |
| I. | 13 | 10,000 | $5.50 | 0 | $5.50 | $55,000.00 | $0.00 |
| J. | 16 | 15,000 | $1.20 | 12,472 | $1.20 | $18,000.00 | $14,966.40 |
| K. | 17 | 11,000 | $1.20 | 6,800 | $1.20 | $13,200.00 | $8,160.00 |
| L. | 18 | 47,000 | $1.70 | 39,819 | $1.70 | $79,900.00 | $67,692.30 |
| M. | 19 | 25,000 | $1.70 | 20,521 | $1.70 | $42,500.00 | $34,885.70 |
| N. | 20 | 51,000 | $0.90 | 39,286 | $0.90 | $45,900.00 | $35,357.40 |
| O. | 21 | 1 | $6,736.00 | 4 | $6,736.00 | $6,736.00 | $26,944.00 |
| P. | 22 | 5,500 | $8.90 | 10,880 | $8.90 | $48,950.00 | $96,832.00 |
| Q. | 23 | 8 | $1,210.00 | 0 | $1,210.00 | $9,680.00 | $0.00 |
| R. | Not Originally Bid | | | 30,000 | $2.96 | $0.00 | $88,800.00 |
| S. | Not Originally Bid | | | 101.4 | $250.00 | $0.00 | $25,350.00 |
| T. | Not Originally Bid | | | 1 | $6,516.15 | $0.00 | $6,516.15 |
| U. | Not Originally Bid | | | 1 | $11,983.43 | $0.00 | $11,983.43 |
| | | | | | Total | $506,184.50 | $835,163.76 |

9 Original Contract Amount $4,297,849.84
Supplemental Agreement #1 $0.00
Supplemental Agreement #2 $328,979.26
New Contract Amount After SA #1 $4,626,829.10

10 Original Contract Time: Phase 1- 5 Working Days, Phase 2- 90 Working Days, Phase 3- 5 Working Days

New Contract time: Phase 1- 5 Working Days, Phase 2- 95 Working Days, Phase 3- 5 Working Days

**This Change Order Subject to All Original Contract Provisions.**

| | Signature | Title | Date |
|---|---|---|---|
| 11 ISSUED FOR REASONS INDICATED ABOVE | J.E. McQuet | Consultant | 4/16/2019 |
| 12 ACCEPTED BY SPONSOR | | Mayor | |
| 13 ACCEPTED BY CONTRACTOR | Hargshim | IHC Proj. Mgr | 4/16/19 |

# SA#2-Reconciliation Change Order Attachment



AIP 3-40-0057-016-2018
**Rehabilitate Runway 02/20 and Connecting Taxiways**

McAlester Regional Airport, McAlester, Oklahoma

| Item | Description | Quantity | Unit | Interstate Highway Construction Unit Price | Amount | Actual Quantites | Amount | Overage | Reason for Overage |
|---|---|---|---|---|---|---|---|---|---|
| | **BASE BID** | | | | | | | | |
| 1 | Traffic Maintenance | 1 | LS | $179,388.00 | $179,388.00 | 1 | $179,388.00 | $0.00 | |
| 2 | Mobilization, Bonds, Permits, and Temporary Erosion Control | 1 | LS | 191,795.14 | $191,795.14 | 1 | $191,795.14 | $0.00 | |
| 3 | Saw Cut - Full Depth Asphalt or Concrete | 6,920 | LF | 4.50 | $31,140.00 | 7,308 | $32,886.00 | $1,746.00 | Slightly more saw cut was needed that originally estimated |
| 4 | Break-Up and Removal of Existing Pavement - Material and Thickness May Vary - Recycle as Crushed Aggregate for Lean Concrete Base Course or Waste On Airport Property | 39,130 | SY | 8.60 | $336,518.00 | 39,130 | $336,518.00 | $0.00 | |
| 5 | Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste on Airport Property | 1,290 | CY | 8.00 | $10,320.00 | 1,649 | $13,192.00 | $2,872.00 | Topsoil was removed for the revised borrow and waste concrete area |
| 6 | Unclassified Excavation: Normal Excavation to Required Grades, Stockpile or Waste Excess on Airport Property | 1,290 | CY | 14.20 | $18,318.00 | 3,290 | $46,718.00 | $28,400.00 | More excavation was required in order to attain grade in the keel section |
| 7 | Rock Excavation | 30 | CY | 23.50 | $705.00 | 106 | $2,491.00 | $1,786.00 | Slightly more rock was encountered than estimated |
| 8 | Borrow Excavation | 960 | CY | 16.90 | $16,224.00 | 8,307 | $140,388.30 | $124,164.30 | More borrow was needed due to the existing concrete being thicker than showed on cores in many areas. Borrow was required for final grade |
| 9 | Embankment in Place: Normal Embankment to Required Grades | 2,245 | CY | 7.10 | $15,939.50 | 8,307 | $58,979.70 | $43,040.20 | More embankment was required due to the existing concrete being thicker than showed on cores in many areas. Borrow was required for final grade |
| 10 | Embankment in Place: Replace Topsoil 6" Thick | 1,290 | CY | 4.80 | $6,192.00 | 1,649 | $7,915.20 | $1,723.20 | Topsoil was replaced for the revised borrow and waste concrete area |
| 11 | Type I Portland Cement Delivered to Site, Est'd at 6% of Soil Dry Weight | 600 | Tons | 145.80 | $87,480.00 | 789.48 | $115,106.18 | $27,626.18 | More Cement was required in mulitiple areas in order to get stability of soils |
| 12 | Construct 6" Soil-Cement Base Course | 39,000 | SY | 1.30 | $50,700.00 | 39,000 | $50,700.00 | $0.00 | |
| 13 | Bituminous Prime Coat - Est'd at 0.25 Gal / SY | 10,000 | Gal | 5.50 | $55,000.00 | 0 | $0.00 | -$55,000.00 | No prime coat was required |
| 14 | Construct 4.0" Lean Concrete Base Course | 39,000 | SY | 26.60 | $1,037,400.00 | 0 | $0.00 | | Replaced by SA#1 |
| 15 | Construct 6.5" P-501 Portland Cement Concrete Surface Course, with Joints | 39,000 | SY | 44.50 | $1,735,500.00 | 0 | $0.00 | | Replaced by SA#1 |
| 16 | Temporary Painting (White and Yellow Paint) | 15,000 | SF | 1.20 | $18,000.00 | 12,472 | $14,966.40 | -$3,033.60 | Less paint was required than originally estimated |
| 17 | Temporary Painting (Black Paint) | 11,000 | SF | 1.20 | $13,200.00 | 6,800 | $8,160.00 | -$5,040.00 | Less paint was required than originally estimated |
| 18 | Permanent Painting with Reflective Media (White and Yellow Paint) | 47,000 | SF | 1.70 | $79,900.00 | 39,819 | $67,692.30 | -$12,207.70 | Less paint was required than originally estimated |
| 19 | Permanent Painting without Reflective Media (Black Paint) | 25,000 | SF | 1.70 | $42,500.00 | 20,521 | $34,885.70 | -$7,614.30 | Less paint was required than originally estimated |
| 20 | Paint Removal | 51,000 | SF | 0.90 | $45,900.00 | 39,258 | $35,357.40 | -$10,542.60 | Less paint removal was required than originally estimated |
| 21 | Seeding (Permanent or Temporary) Including Fertilizer and Watering | 1 | AC | 6,736.00 | $6,736.00 | 4 | $26,944.00 | $20,208.00 | More seeding was required to seed the borrow area |
| 22 | Solid Slab Bermuda Grass Sodding (Including Fertilizer and Watering) | 5,500 | SY | 8.00 | $44,000.00 | 10,880 | $96,832.00 | $47,882.00 | More sod was required than originally estimated for the disturbed areas near the runway |
| 23 | Adjust Existing Runway Lights to Grade | 8 | Each | 1,210.00 | $9,680.00 | 0 | $0.00 | -$9,680.00 | Lights needed less than 2" of adjustment and grading was revised so no adjustment was necessary |
| 24 | Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy | 1 | LS | 1.00 | $1.00 | 1 | $1.00 | $0.00 | |
| | **Total Base Bid** | | | | **$4,037,486.64** | | **$4,468,916.32** | **$196,329.68** | **Total Quantity Overruns** |
| SA#1 | Construct 10" P-501 PCC Surface Course with joints | | | 71.10 | | 39,000 | $2,772,900.00 | | 10" P-501 replaced original bid items 14 and 15. See SA# 1 |
| SA#2 | Seal Joints on Existing Pavement after grinding | | | 2.96 | | 30,000 | $88,800.00 | | Existing joints needed sealing, especially after grinding. See SA#2 |
| SA#2 | Added Scope Spall Repair | | | 250.00 | | 101.4 | $25,350.00 | | Existing spall repair areas need replaced after diamond grinding. See SA#2 |
| SA#2 | Weather Station Cable Repair | | | 6,516.15 | | 1 | $6,516.15 | | Electrical Repairs needed during construction. See SA#2 |
| SA#2 | Electrical Trench Under Runway | | | 11,983.43 | | 1 | $11,983.43 | | Electrical Repairs needed during construction. See SA#2 |
| | **Total Supplemental Agreements** | | | | | | **$2,905,549.58** | | |
| | **ALTERNATE 1** | | | | | | | | |
| 1 | Diamond Grinding of Existing Concrete Pavement | 30,000 | SY | $6.10 | $183,000.00 | 30,000 | $183,000.00 | | |
| | **Total Alternate 1** | | | | **$183,000.00** | | **$183,000.00** | | |
| | **ALTERNATE 2** | | | | | | | | |
| 1 | Furnish and Install Lighting Cable in Existing Conduit and Cans– No. 8 AWG, 5 kV, 1/C, Type C, Stranded | 15,370 | LF | $2.10 | $32,277.00 | $2.10 | $32,277.00 | | |
| 2 | Furnish and Install New L-861 LED MIRL Light Fixtures with Yellow/White and White/White Glassware, Isolation Transformers, and Connections on Existing Cans | 53 | Each | 605.80 | $32,107.40 | 605.80 | $32,107.40 | | |
| 3 | Furnish and Install New L-861E LED MITHL Light Fixtures with Red/Green Glassware, Isolation Transformers, and Connections on Existing Cans | 16 | Each | 605.80 | $9,692.80 | 605.80 | $9,692.80 | | |
| 4 | Remove the Existing Above Grade Elements, and Transformers, of the Existing Runway Edge and Runway Threshold Light Fixtures | 1 | LS | 3,286.00 | $3,286.00 | 3,286.00 | $3,286.00 | | |
| | **Total Alternate 2** | | | | **$77,363.20** | | **$77,363.20** | | |
| | | | | **Planned Total Project Amount** | **$4,297,849.84** | | | | |
| | | | | | **Actual Total Project Amount** | | **$4,628,829.10** | | |

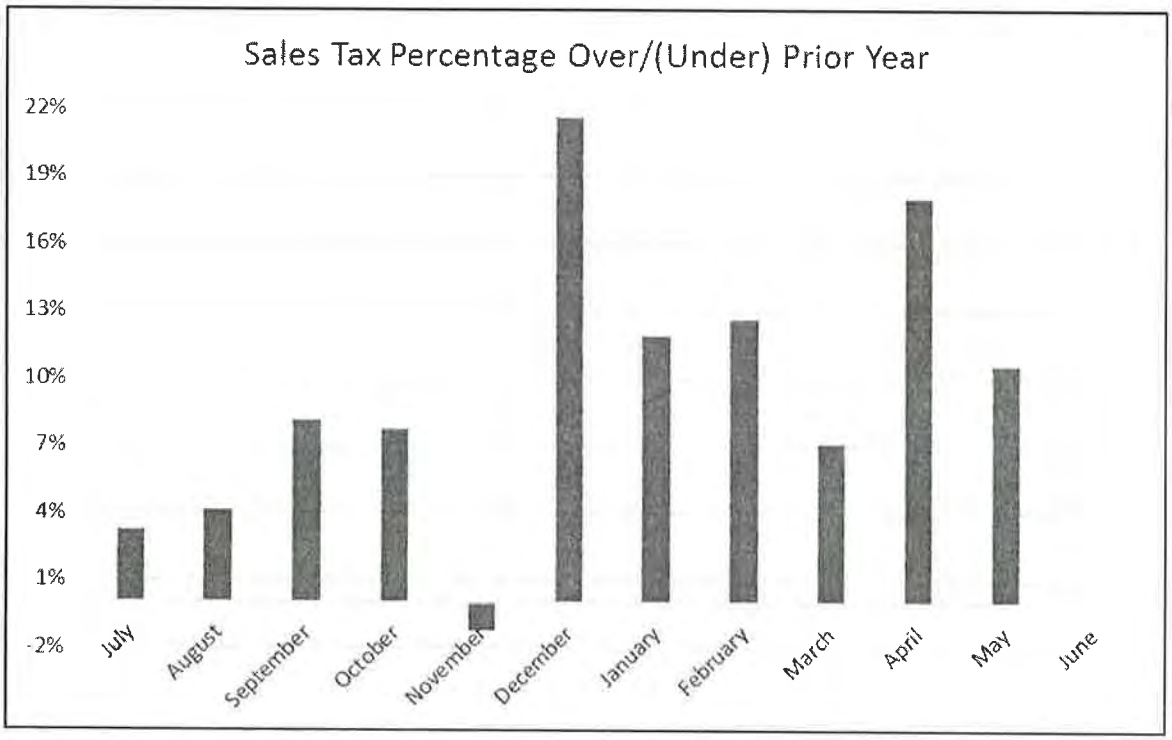
McALESTER OK
Small Town. Big Frontier.
PO Box 578 (1st & Washington) McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

# City Manager Report to the Council

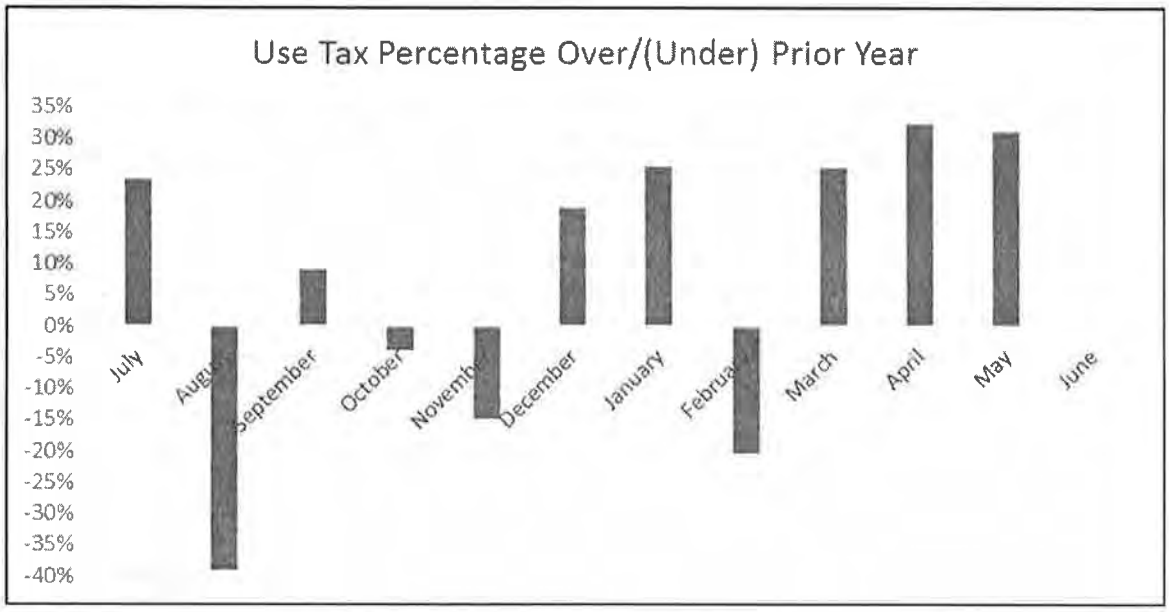
## May 14, 2019

**Business:**

- The City has received preliminary sales tax numbers for the period March 16, 2019 through April 15, 2019. The preliminary sales tax number to be received from the Oklahoma Tax Commission is $1.393M. The budgeted number for this period is $1.262M or $131K over budget. For the second consecutive month, we are experiencing the largest sales tax numbers in the past ten (10) years. For the first eleven (11) months of the year, sales tax revenue is over budget $328K. Sales tax revenue compared to last year is $1.362M higher.



- The preliminary Use Tax received for the period is $123K as compared to $102K budgeted, or $21K over budget. For the first eleven (11) months of the year, use tax revenue is $37K over budget. Use tax revenue compared to last year is $121K higher.




## Vyve Communication Contract:

- Bill Ervin has completed two (2) conference calls with the Vyve legal department. All sections of the contract have been reviewed and discussed. Vyve's legal department will be incorporating all the changes into a new draft red line version for review. This draft is anticipated to be received Wednesday, May 8, 2019. Barring any changes to the draft, we are anticipating bringing this to the Council meeting on May 28, 2019.

## Comprehensive Plan:

- The draft plan has been reviewed by all City Departments and comments have been forwarded and are being incorporated into the plan. The problems that existed with the web site have been resolved and we have a fully functioning web site available for the public to review. The next step is for the Plan to be forwarded on to the Steering committee for comments and review. From this point moving forward, the Plan will go to the public for review and finally to the Planning Commission and City Council for a joint meeting. The Plan will then move on for adoption. At this point in time, we are approximately 85% complete with the Plan.

- Two tasks remain to be completed with the Plan.
    1. Housing Study
    2. Economic Development Study

  Plan web site: **movingmcalesterforward.guernsey.us**

**Carl Albert Federal Building:**

- The move to the Federal Building has gone well. Criminal Investigation, Police and E911 have completed their move and are fully functional in the newly renovated building. The Courts Department relocation is anticipated to occur the week of May 13, 2019. This will complete the renovation and move to the Federal Building. We will be planning open houses for the month of June 2019.

**Parks & Recreation:**

- The playground equipment scheduled for installation at Thunderbird Park located on Pierce Ave. is complete. The park has a new swing set, slide, and zip line situated on engineered wood fibers. Future plans call for the installation of benches, a drinking fountain, and a sidewalk. **(See exhibit A attached)**

- Arvest Park is on hold as we are awaiting the delivery of brick pavers to be utilized in the sidewalk areas. City crews will finish the sidewalks and contractors will be hired to remove the concrete parking lot and sterilized dirt.

- The playground equipment scheduled for installation at Connolly Park is anticipated to arrive the week of May 6, 2019. The contractor has indicated that it will take approximately five (5) days to install.

- The Thunder Basketball Court at Chaddick Park is well underway. This court is made possible between the Thunder Organization and Enable Midstream Partners of Oklahoma City. The court will be completed in May and dedication is being planned for early June 2019. This is the 5$^{th}$. Thunder basketball court built in Oklahoma and is a great addition to our community.

- Approximately 45 people gathered at the Stipe Center Gymnasium on Monday, May 6$^{th}$ to paint the lower half of the gym. In addition, the outside walls of the pool were painted and completed. This was a project spearheaded by Life Church and the City of McAlester in conjunction with their I Love My City campaign. Each month, Life Church picks a project in our community that needs attention and through volunteerism completes the project.

**Public Works:**

- The Street Department has begun preparation for our asphalt paving program. Washington Street from "A" to "D" has been ground, soft spots repaired and is ready for an asphalt overlay. This is anticipated to take three (3) days so the crews are watching the weather closely for a window of opportunity. In addition, "E" Street from Washington to Adams is also being readied for asphalt. This entire block had a new sewer line installed which resulted in the street being dug up. The following streets will be overlay this spring and summer:
  - East Pierce Street from Strong west to bridge over the canal
  - Adams Street from Main to First Street
  - Van Buren from 3rd. Street to 6th. Street
  - Choctaw from 5th. Street to 6th. Street
  - Cherokee from 3rd. Street to 6th. Street
  - 3rd. Street from Wyandotte to railroad tracks
  - Seminole from 4th Street to 7th. Street
  - Tyler from D Street to West Street
  - Wichita from 6th. Street to 7th. Street
  - Osage from 2nd. Street to 3rd. Street

  The following streets have been identified for overlays but will require base work:
  - Indiana from 5th. Street to 9th. Street
  - Central from 9th. Street to the end of the road
  - Miami from Main to 2nd. Street

| **Stormwater:** | **Construction** |
|---|---|
| • Indiana 5th to 9th | In Process |
| • Belmont & Preakness | June 2019 |
| • 102 Saunier Way | Fall 2019 |
| • Saunier Way North Side | Fall 2019 |
| • 10th and McArthur | July 2019 |

**Personnel (Open Positions):**

- Administration (3)
- Police (1)
- Fire (1)
- Community Services (2)
- Public Works (2)
- Public Utilities (1)

There are two recent resignations that will cause a delay in our special projects moving forward. Dalton Carlton, Utility Maintenance Supervisor, resigned and his last day is May 8, 2019. Cliff Pitner, Storm Water Manager, resigned and his last day was April 24, 2019.

**Water Leak Adjustments:**

- 3201 N. Robin, Patrick & Sons Plumbing replaced rotted galvanized pipe, leak adjustment $109.05
- 706 Flamingo Road, Humphrey's Plumbing repaired leak under driveway, leak adjustment $124.57
- 803 Tennessee, Humphrey's Plumbing repaired a leak in a copper joint, leak adjustment $19.07
- 1024 E. Kiowa Avenue, All About U Plumbing repaired a leaking pipe, leak adjustment $52.58
- 2713 Highland Terrace, Humphrey's Plumbing repaired a leak under the concrete slab, leak adjustment $98.93
- 1310 S. 2nd. Street, Longs Plumbing repaired a pin hole leak in the main line, leak adjustment $411.96
- 1837 S. 14th Street, Bill Milligan Plumbing replaced 60' of service line, leak adjustment $95.33
- 2124 N. 2nd, Customer repaired pipe, leak adjustment $110.89
- 1705 Dave Drive, All About U Plumbing repaired a leak in the slab, leak adjustment $17.37

Exhibit "A"

Council Chambers
Municipal Building
April 23, 2019

The McAlester Airport Authority met in Regular session on Tuesday April 23, 2019, at 6:00 P.M. after proper notice and agenda was posted April 22, 2019.

Present: Zach Prichard, Weldon Smith, Cully Stevens, James Brown, Maureen Harrison, 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 April 9, 2019, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending April 16, 2019. *(Toni Ervin, Assistant City Manager)* in the amount of $ 132.57.

- Confirm action taken on City Council Agenda Item 5, a Resolution to adopt the Capital Improvement Program 2019/2020-2023/2024. *(Peter Stasiak, City Manager)*

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

AYE: Trustees Prichard, Smith, Stevens, Read, Brown, Harrison & 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 Prichard, Smith, Stevens, Read, Brown, Harrison & Chairman Browne
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 23, 2019

The McAlester Public Works Authority met in Regular session on Tuesday April 23, 2019, at 6:00 P.M. after proper notice and agenda was posted April 22, 2019.

Present: Zach Prichard, Weldon Smith, Cully Stevens, Travis Read, James Brown, Maureen Harrison & 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 April 9, 2019, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B regarding claims ending April 16, 2019. *(Toni Ervin, Assistant City Manager)* in the amount of $ 164,173.86.

- Confirm action taken on City Council Agenda Item 2, implementation of the Second Five Year Term of the Water System Operation and Maintenance Agreement with INFRAMARK, LLC (previously Severn Trent Environmental Services, Inc.) for operation and maintenance of the City of McAlester's water facilities. *(Mike Moler, Regional Director, INFRAMARK, LLC)*

- Confirm action taken on City Council Agenda Item 5, a Resolution to adopt the Capital Improvement Program 2019/2020-2023/2024. *(Peter Stasiak, City Manager)*

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

AYE: Trustees Smith, Stevens, Read, Brown & Chairman Browne.
NAY: Trustee Prichard
ABSTAIN: Trustee Harrison (counted as a no)

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 Prichard, Smith, Stevens, Read, Brown, Harrison & Chairman Browne.
NAY: Trustee Prichard
ABSTAIN: Trustee Harrison (counted as a no)

Chairman Browne declared the motion carried.

ATTEST:

_____
John Browne, Chairman

_____
Cora Middleton, Secretary

Council Chambers
Municipal Building
October 23, 2018

The McAlester Economic Development Authority met in Special 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, Travis Read, James Brown, Zach Prichard, Cully Stevens & John Browne
Absent: None
Presiding: John Browne, Chairman

Mr. Read moved to convene the Special session of the McAlester Economic Development Authority. The motion was seconded by Mr. Smith. There was no discussion, and the vote was taken as follows:

AYE: Trustees Read, Smith, Brown, Garvin, Prichard & Chairman Browne
NAY: Trustee Stevens

Chairman Browne declared the motion carried and the Special session was convened at 6:14 P.M.

- Consider and act upon, to approve the Developer Agreement for the Shops at McAlester Project located at 14th Street and George Nigh Expressway in the City of McAlester, Oklahoma. *(Kirk Ridenour, Economic Development)*

A motion to approve the Developer Agreement for the Shops at McAlester Project located at 14th Street and George Nigh Expressway in the City of McAlester, Oklahoma was made by Mr. Read and seconded by Mr. Smith. There was no discussion, and the vote was taken as follows:

AYE: Trustees Read, Smith, Brown, Garvin & Chairman Browne
NAY: Trustees Stevens & Prichard

Chairman Browne declared the motion carried

A motion was made by Mr. Brown and seconded by Mr. Smith to approve the following Minutes.

- Approval of the Minutes from the October 9, 2018 Special Meeting of the McAlester Economic Development Authority. (*Cora Middleton, City Clerk)*

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

AYE: Trustees Smith, Read, Brown, Garvin, Prichard & Chairman Browne.
NAY: Trustee Stevens

Chairman Browne declared the motion carried.

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

AYE: Trustees Read, Smith, Stevens, Brown, Garvin, Prichard & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

# AGREEMENT

# INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

# LOCAL 2284

# and

# CITY OF MCALESTER

**July 1, ~~2018~~ 2019** through **June 30, ~~2019~~ 2020**

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# ARTICLE 1
## PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of McAlester, Oklahoma, a municipal corporation, hereinafter referred to as Employer and Local 2284, International Association of Firefighters, AFL-CIO/CLC, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of McAlester, Oklahoma, from strikes, work stoppages, or slow-downs by the Union; to insure that the employees in the Bargaining Unit not be denied other well-recognized rights of labor, including the right to be represented by the Bargaining Agent of their choice and the right to bargain collectively with Employer concerning wages, hours and other terms and conditions of employment; and to provide for the equitable and orderly settlement of grievances which may arise during the term of this Agreement. The parties to this Agreement agree that uninterrupted and prompt fire service to the public is the basis for the existence of the fire service.

## ARTICLE 2

### RECOGNITION

The Union proposes that of the sworn personnel, only the Chief and one designated representative may be excluded from the bargaining unit. The City and Union agree that the following personnel shall be excluded from the bargaining unit:

A. Fire Chief

B. Assistant Fire Chief or One (1) Designated Administrative Assistant

C. Probationary Firefighters

D. Civilian Employees

## ARTICLE 3

### AUTHORITY AND TERM

**SECTION 1.** The articles in this Agreement constitute an agreement by and between the Employer and the Union.

**SECTION 2.** This Agreement shall be effective as of the 1st day of July, ~~2018~~ **2019** and shall remain in full force and effect until the 30th day of June, ~~2019~~ **2020**.

**SECTION 3.** The terms of this Agreement shall not exceed one (1) year, provided this Agreement shall continue from year-to-year and be automatically extended for one-year terms unless

written notice of request for negotiations is given by either party at least thirty (30) days before the anniversary date of this Agreement. Should a new agreement be in stages of current negotiations, the existing agreement shall be automatically in effect.

**SECTION 4.** It shall be the obligation of the Employer to meet at reasonable times and confer in good faith within ten (10) days after receipt by the Employer of written notice from the Union requesting a meeting for collective bargaining purposes.

**SECTION 5.** Whenever wages, rates of pay, or any other matters requiring the appropriation of monies by the Employer are included as matters of collective bargaining under the provisions of this Agreement, it is the obligation of the Union to serve notice of request for collective bargaining at least one-hundred twenty (120) days before the last day on which monies can be appropriated by the Employer to cover the contract period, which is the subject of the collective bargaining procedure.

**SECTION 6.** In the event the Union and the Employer are unable within thirty (30) days from and including the date of the first meeting to reach an agreement, any and all unresolved arbitrative issues may be submitted to arbitration at the request

of either party, in accordance with the provisions of Title 11, O.S.A. (1978), Section 51-106 through 51-110.

## ARTICLE 4

### MANAGEMENT RIGHTS SECTION

**SECTION 1.** Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power of authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer; and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer, and remain exclusively without limitation within the rights of the Employer.

**SECTION 2.** Except as may be limited herein, the Employer retains the right in accordance with the Constitution and Laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of McAlester, Oklahoma, and the ordinances and regulations promulgated thereunder;

A. To determine Fire Department policy, including the right to manage the affairs of the Fire Department in all respects, except as above stated;

B. To assign working hours, including overtime;

C. To direct the members of the Fire Department, including the right to hire, terminate, suspend, discipline, promote or transfer any Firefighter;

D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Fire Department;

F. To allocate and assign work to Firefighters within the Fire Department;

G. To be the sole judge of the qualification of applicants and training of new employees;

H. To schedule the operations and to determine the number and duration of hours assigned duty per week;

I. To establish and enforce Fire Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods and techniques;

K. To determine the amount of supervision necessary;

L. To control the departmental budget, and;

M. To take whatever action may be necessary to carry out the mission of the Employer in situations of emergency.

## ARTICLE 5

### UNION RIGHTS

**SECTION 1.** The Union President and his two (2) designees shall be granted time off with pay to conduct bona fide and necessary business, up to an aggregate maximum of ninety-six (96) hours during the term of this Agreement, provided, approval is obtained from the Fire Chief or his designee. Records of time off for Union business will be maintained by the Fire Department Administration. A copy of this record will be provided to the Union President and/or his two (2) designees upon request.

**SECTION 2.** It is agreed by the City that up to three (3) members of the bargaining unit may serve as members of the Union negotiation team for the purpose of negotiating annual agreements and shall be excused from duty without loss of pay, if prior approval is obtained from the Fire Chief. The parties expressly understand that no Union member shall receive additional

compensation from the City due to the Union member's status as a member of the negotiation committee for the Union.

**SECTION 3.** The Union may have a bulletin board within the Fire Station, its size and location subject to the approval of the Fire Chief. It is for notices concerning Union; education, recreation and social affairs, and other matters the Union and the Employer may agree upon. It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purposes of this section, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of the fire service, local government or toward elected officials of the City of McAlester. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board that does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to insure prompt removal of out-dated material, and further

insure that the posting of such material is limited only to the bulletin board.

## ARTICLE 6

### DEFINITIONS

**SECTION 1.** Grievance – Grievance shall mean any alleged unilateral violation of this Agreement by either party or any dispute or controversy concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

**SECTION 2.** Management – Management shall mean the City Manager, his designated representative or such other persons carrying out his directions or policies or acting in his behalf.

**SECTION 3.** Employee – Employee shall mean any full-time employee engaged in the occupation of fire fighting for the City, excluding the Chief and one Assistant Fire Chief or one Administrative Assistant, probationary employees and civilian employees.

**SECTION 4.** Immediate Family – Immediate family shall mean spouse, children, brothers, sisters, parents, guardians or other relatives of the employee who reside in employee's household and brothers, sisters and parents of employee's spouse.

**SECTION 5.** Probationary Period – Probationary period shall apply to any employee who has served the City Fire Department less than twelve (12) months. Probationary period for employees advancing into a higher rank shall not be less than six (6) months, or more than twelve (12) months, at the discretion of the Chief, substantiated by written evaluation.

**SECTION 6.** Twenty (20) Year Anniversary Date – The anniversary date is twenty (20) years from the date of the employee date of hire in the McAlester Fire Department. Any interruption or break in service shall be added to the employee anniversary date to insure that the employee has a full twenty (20) years of service with the McAlester Fire Department.

**SECTION 7.** Anniversary Date – Anniversary date for all merit evaluations will occur on an employee's initial hire date and will remain with the employee during his/her entire tenure with the City of McAlester Fire Department, irregardless of promotions. For all employees who have an anniversary date based on their last promotion and were not topped out as of 7/1/2006, they will continue to have merit evaluations based on their last promotion. This date will remain with the employee for future merit evaluations irregardless of future promotions until the

employee tops out and reverts to date of hire for anniversary date. (This definition will change language in a number of locations in the agreement and if the parties miss a particular location this definition is controlling.)

## ARTICLE 7

### PREVAILING RIGHTS

**SECTION 1.** All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department currently in effect on the effective date of this Agreement shall be deemed a part of this Agreement, unless and except as modified or changed by the specific terms of this Agreement.

**SECTION 2.** It is mutually recognized by the parties that this statutory requirement applies equally to each of the parties.

# ARTICLE 8

## PROHIBITION OF STRIKES

**SECTION 1.** During the term of this Agreement, the Union agrees to prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being party to such activities. In addition, the Union agrees not to petition its affiliate, AFLCIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions heretofore enumerated are not caused or authorized by the Union. Union shall not aid or assist any person or parties engaging in the above prohibited conduct, by giving direction or guidance to such activities and conduct, or by providing funds, financial and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefit to those persons or parties participating in such prohibited conduct and activities; provided, however, that Union may provide legal representation.

**SECTION 2.** Upon notification, confirmed in writing by the City to Union, that certain of its members are engaging in wildcat strike. Union shall immediately in writing, order such members to return to work at once and provide City with a copy of

such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike is in-progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representation of Employer. In the event that a wildcat strike occurs, Union agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible.

## ARTICLE 9

### MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, size, national origin, status or union membership, political affiliation or mental or physical handicap. Specifically, pursuant to Equal Employment Opportunity Commission Guidelines, each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended.

## ARTICLE 10

### UNFAIR LABOR PRACTICE

**SECTION 1.** The Employer and the Union agree that unfair labor practices, as defined in Title 11 O.S.A. (1978), Section 51-102 (6), (6a), and (6b), shall constitute unfair labor practices for the purpose of this Agreement, and shall be subject to review by the P.E.R.B. of the State of Oklahoma.

## ARTICLE 11

### PERSONNEL REDUCTION

**SECTION 1.** In the event of a personnel reduction, the employee with the least seniority shall be laid off first. Seniority shall be determined by the last date of hire within the Fire Department.

**SECTION 2.** No new employees shall be hired until the employee or employees laid off have been notified that an opening exists by certified or registered mail. Within fifteen (15) days after receipt of such notification, employee or employees on layoff will notify the City Personnel Office of their intention. Any employee's failure to respond within fifteen (15) days shall be considered as indication that the employee does not intend to

continue his employment with the McAlester Fire Department.

**SECTION 3.** Employees who have been laid off shall retain the recall preference for a period of twelve (12) months from the date of individual lay off from duty.

## ARTICLE 12

### GRIEVANCE PROCEDURE

**SECTION 1.** The City, Union or any employee covered under this Agreement may file a grievance within thirty (30) days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. For the purposes of this Article, "City" shall mean the Fire Chief or his designated representative.

**SECTION 2.** The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence; similarly, the Union may be so informed by the City.

**SECTION 3.** Any controversy between the City and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement shall be adjusted in the following manner:

A. The grievance shall be discussed by the employee involved with the City. The answer shall be orally submitted by the City within ten (10) calendar days to the employee involved and to the Union President.

B. If the grievance is not settled by the provision of Section 3A, it shall be submitted, in writing, to the Union Grievance Committee. Within ten (10) calendar days, the Union Grievance Committee shall determine, in its sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.

1. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit, in writing, the grievance and written report of their fact-finding investigation to the Fire Chief for adjustment.

2. If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.

C. The Fire Chief shall submit his answer, in writing, to the employee involved and to the Union Grievance

Committee within five (5) business days. If the grievance has not been settled within that time, it then shall be sent to the City Manager for adjustment.

D. The City Manager shall submit his answer, in writing, to the Grievance Committee within ten (10) business days. If the Fire Chief, the employee involved, the City Manager, and the Union Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration for adjustment as follows:

1. The bargaining agent and the City shall each select and name one (1) arbitrator and shall immediately thereafter notify each other, in writing, of the name and address of the person so selected.
2. The two (2) arbitrators so selected and named shall, within ten (10) days, agree upon and select a third arbitrator.
3. If, on expiration of the period as above stated, the arbitrators are unable to agree upon the selection of a third arbitrator, the bargaining agent and the City shall request the

Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

4. Within seven (7) calendar days from the receipt of such panel, the two (2) arbitrators already selected shall meet and alternately strike names until one (1) arbitrator remains who shall be chairman of the Arbitration Board. The parties will alternate who shall strike the first name.

5. The Arbitration Board (acting through its Chairman) shall call a hearing to be held within thirty (30) calendar days after the date of the appointment of the Chairman.

6. Within twenty (20) days after the conclusion of the hearing, the arbitrators shall issue a written opinion containing findings and recommendations with respect to the issue presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.

7. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the

arbitrator shall be final and binding on the parties to this Agreement.

8. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement hereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provisions or amendments thereof. This shall not preclude individual wage grievance.

9. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

**SECTION 4.** All time limits set forth in this Article may be extended by mutual consent but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

**SECTION 5.** It is specifically and expressly understood that filing a grievance under this Article, which has as its last step

final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union, or other representatives of the party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any Court or other appeal forum.

## ARTICLE 13

## MAINTENANCE OF PHYSICAL CONDITION AND FITNESS FOR DUTY

**SECTION 1.** The City and Union mutually recognize that the health and physical fitness of its Firefighters are of paramount importance. It is recognized that it is each employee's responsibility to maintain a physical condition sufficient to perform the position he/she holds. In order to maintain said condition, City may develop, and each employee shall undertake, a program of progressive physical condition and exercise on a regular basis.

**SECTION 2.** The City agrees that positions shall be filled with due regard to the physical capabilities of applicants and in that regard, the City may, at any time, order an employee to undergo fitness-for-duty medical examinations at the City's

expense. The City will advise the employee, in writing, of the basis for the examination and shall furnish a copy of said examination to the affected employee. If it is determined by the established medical evaluation procedure that the employee in question is not physically fit for duty, a written explanation will be forwarded to the employee at that time. The employee will be placed on probation as required by the appropriate medical authority. If the medical authority determines that a life-threatening condition exists, suspension may be ordered.

**SECTION 3.** An employee who is suspended or terminated from active duty for failure to meet physical requirements shall not have any of his accrued legal rights penalized by action of this Article.

**SECTION 4.** It is understood and agreed that the City shall seek and receive from Union input as to review and conditioning programs. It is agreed that the City and Union have, by this Article, made a mutual commitment to improve the physical health and safety of the members of the bargaining unit. The physical conditioning program shall not be employed in a disciplinary or correctional manner. Prior to participation in the program, each employee shall receive medical evaluation to establish participation parameter.

**SECTION 5.** Prior to implementation of a functional employment testing program and/or a program of progressive physical conditioning and exercise both Management and the Bargaining Agent must agree with the program in its entirety.

## ARTICLE 14

### MERIT INCREASES

**SECTION 1.** The parties hereto recognize that increases and steps of pay are to be granted on the basis of merit, knowledge and performance, and that employees are not automatically entitled to step increases. (Additional Steps 11 and 12, effective July 1, 2017, see attached) In order to insure proficiency in advancement, the City may administer proficiency examinations.

**SECTION 2.** The City will prepare proficiency examinations with respect to training and materials actually made available at least sixty (60) days prior to the testing date.

**SECTION 3.** All employee merit evaluations will occur on his/her current anniversary date and that date thereafter unless the employee is promoted or demoted. Anniversary date is as defined in Article 6 above.

**SECTION 4.** Employees promoted to a higher rank shall move one step back from the step they were in at a lower rank in the new higher pay class while the employee is on probation. Once released from probation, the employees will advance to the same pay step they had previously held, but in the new classification. If the increase in pay while on probation is less than 3 percent of the previous base pay the employee will be placed in the same step of the new classification and will not receive an increase when released from probation.

**SECTION 5.** Employees governed under this agreement with five (5) years or more of service will receive an additional step increase upon successful evaluation for fiscal year 2018-2019. This step increase will occur on the employee's anniversary date. Employees eligible for step increases during the current fiscal year will receive two (2) steps. All other eligible employees will receive one (1) step on their anniversary date. See attached Schedule A.

# ARTICLE 15

## HOURS OF DUTY

**SECTION 1.** Employees shall work a schedule of twenty-four (24) hours on-duty and forty-eight (48) hours off-duty.

**SECTION 2.** Employees work period shall be twenty-seven (27) days averaging two hundred and four (204) hours per work period on an annual period.

**SECTION 3.** Shift change shall be executed at 0700. In the event an employee is moved from one station to another station during the normal shift the employee will receive normal city mileage for the distance they travel from one station to another to compensate him/her for use of their personal vehicle. The travel expense will be calculated and submitted quarterly.

**SECTION 4.** It is agreed that members of the bargaining unit who are injured as a result of their personal pursuits while on the Employer's premises shall have no basis for claim against the Employer under Title 85 of the Oklahoma Statutes, entitled "Workmen's Compensation".

# ARTICLE 16

## CALL BACK AND OVERTIME

**SECTION 1.** Employees who are called back to duty from an off-duty status shall be credited with a minimum of one (1) hour of duty at a time and one-half computation. A callback list shall be established beginning with the most senior fire department member to the least senior member. When situations arise that require one or more employees to be employed for 12 hours or more at time and one-half (1 1/2) their regular rate of pay, due to occurrences relating to manning the employee at the top of the list, will be given the opportunity to work the overtime. Regardless of whether the employee is unable to work or works the callback, his name will go to the bottom of the list. The next employee rotates into the top spot until all employees have been given the opportunity to work the callback.

**SECTION 2.** Overtime shall consist of authorized duty in excess of the number of hours in any scheduled work week. Checking in and checking out time shall not be counted when computing overtime. The Fire Chief or City Manager shall have the authority to schedule departmental meetings six (6) times annually. These meetings will be mandatory for attendance.

**SECTION 3.** No member of the bargaining unit shall be awarded overtime compensation without the prior approval of the Fire Chief or his designee.

**SECTION 4.** Each employee shall furnish the Manager's Office with a letter from his "outside" employer stating the employee acknowledges that the McAlester Fire Department is his primary responsibility. All "outside" employment shall be approved by the Fire Chief or City Manager each year.

## ARTICLE 17

### HOLIDAY BANK TIME

**SECTION 1.** Each employee shall be granted thirteen (13) days of holiday bank time on the first day of July. ~~In transitioning from a calendar year to a fiscal year, all employees will earn five holidays for the period of January 1, 2018 to June 30, 2018. Employees whose birthday falls within this time frame will earn an additional holiday. (See attached schedule for a listing of employees and earned holidays.) Total earned holidays for the period January 1, 2018 through June 30, 2018 will be added to the holiday bank time granted on July 1, 2018. Total holidays granted for the period January 1, 2018~~

~~through June 30, 2019 will be recorded on the books. Depending on the employee's birthday, all employees will be granted eighteen (18) or nineteen (19) holidays for the period. Holidays used during the period January 1, 2018 through June 30, 2019 will be deducted from each employee's awarded holiday bank time. See attached Schedule B.~~ **In lieu of the thirteenth (13th) holiday, members shall be compensated straight time plus 1/3 (total of 28 hours) for a 24 hour shift at the employee's normal rate of pay. The Fire Marshal shall be compensated straight time plus 1/3 for a total of 11 hours at the employee's normal rate of pay. These checks shall be distributed between August 1st and August 15th of each current year.**

**SECTION 2.** Employees may take holiday bank time at any time subject to the following:

A. It must be approved and scheduled in advance with the Fire Chief or his designee;

B. It must be taken in amounts not less than twenty-four (24) hours at one occurrence.

C. Earned time may be taken in twelve (12) hour increments with approval of Captain. Captains shall request approval from the Fire Chief.

**SECTION 3.** Holidays observed by the City are:

A. New Year's Day

B. Martin Luther King Day

C. Good Friday

D. Memorial Day

E. Independence Day

F. Labor Day

G. Presidents Day

H. Veterans Day

I. Thanksgiving Day and the Friday following Thanksgiving Day

J. Christmas Day and the day before or the day after, that day being the same as observed by other city employees;

K. Birthday

**SECTION 4.** In the event other City employees receive an extra holiday during the year, the members of the Fire Department will receive an extra holiday also.

**SECTION 5.** All holidays are to be scheduled and used in the fiscal year in which the hours are accrued. The only exception will be where an individual cannot take certain hours of leave due to the demands of work as determined by the Fire Chief or his designee. All hours not used at the end of the fiscal year must be used within the next three months and, if they cannot be used due

to work demands as determined by the Fire Chief, the hours will be paid out of the next regular pay period following September 30th of the applicable year. Subject to this exception, holiday leave hours cannot be carried over from year to year.

**SECTION 6.** Firefighters working holidays shall accrue twelve (12) hours of comp time for working that holiday. This comp time accrual is restricted to fire department employees working the majority of the holiday.

## ARTICLE 18

### SICK LEAVE

**SECTION 1.** Each member of the bargaining unit shall accumulate accrued sick leave at the rate of one (1) day per month.

**SECTION 2.** All sick leave accrual shall be subject to a maximum accrual of ninety (90) days as of January 1st of each year.

A. An employee's sick leave accumulation shall be reduced by at least one and one-half (1.5) days per month beginning when the employee reaches seventeen and one-half (17.5) years of employment with the McAlester Fire Department. As the accumulation is reduced, the City shall pay the employee for the excess over accumulation. The City shall be

required to purchase no more than two and one-half (2.5) days per month of excess sick leave at the employee's normal rate of pay on an hour per hour basis with a maximum accumulation of 75 days over the 30 month period. The hourly rate shall be recalculated in January and July of each year and any increase in pay in the last six (6) months shall be used to calculate buyback rate. After the employee's twenty (20) year anniversary date the City shall have no further obligation to buy the employee's accumulated sick leave. However, the employee following his twenty (20) year anniversary date shall be able to accumulate up to forty-five (45) shifts of sick leave. This additional accumulation, plus any sick leave that may have been accumulated prior to the twenty (20) year anniversary date that was not subject to buyback, at retirement, these employees will not be compensated for accrued but unused sick leave.

B. Upon separation, prior to an employee becoming eligible to receive their regular service pension,

the employee shall be paid for unused sick leave on a one to three basis i.e. pay for one (1) shift for each three (3) shifts of accumulated leave. However, no employee may receive payment for more than the number of hours set forth in Subparagraph A, above, respectively based on hire date. The parties acknowledge that Administrative Policy No. 27 and Section 3.02 entitled Compensation for Unused Sick Leave contained in the City's Personnel Manual shall not apply to those employees covered by Subsection A above.

**SECTION 3.** Computation of sick leave shall be accomplished and recorded as of December 31st of each year by crediting each employee with one (1) day of sick leave for each month of employment during that year, and then deducting one (1) day for each shift period used as sick leave.

**SECTION 4.** Sick leave shall be used when sickness or injury incapacitates employees, which is not job-related.

**SECTION 5.** Sick leave with pay shall be granted to employees in accordance with the following provisions:

A. Sick leave used shall not exceed the total amount accrued to the employee at the time of his absence;

B. Leave without pay may be granted by the Chief or his appointed designee for sickness or injury extending beyond the amount of accrued sick leave;

C. Non-scheduled work days shall not be included in computing sick leave expenditures; employees shall be granted up to two (2) work days of sick leave as emergency leave with pay in the event of a death or serious illness of the employees or employees' spouses, immediate family and/or grandparents, grandchildren, aunts and uncles.

**SECTION 6.** Employees who are absent from duty for reasons which entitle them to sick leave shall notify the Chief, or his designee, within a reasonable time after their usual reporting time, if physically able to do so. Reasonable time is generally considered to be one (1) hour after the usual reporting time.

**SECTION 7.** Sick leave with pay in excess of two (2) work days for reasons of personal illness or injury shall be allowed only after presentation of a written statement by physician certifying that the employee's condition or his immediate

family's condition prevented him from appearing for work or presenting himself for duty. Employee calling in for sick leave shall leave telephone number and address where he/she can be reached. Employee will be checked. Failure to answer telephone check will result in loss of pay for that shift. A written reprimand will accompany the loss of pay.

**SECTION 8.** All costs for medical care required by employee because of an injury in the line of duty shall be the responsibility of the City through the Workmen's Compensation system. However, an employee may not receive both paid benefits in the form of sick leave and/or injury leave, and concurrently receive benefits in the form of temporary disability payments through the State-required Workmen's Compensation System.

**SECTION 9.**

A. Employees who accrue sick leave in excess of their maximum accumulation days during any year shall be permitted to exchange such excess for annual leave time on a two to one (2 to 1) basis two (2) sick days of such leave for one (1) day of annual leave) or to be paid for such excess on the same basis (payment for one (1) annual leave day for each two (2)sick days. Excess sick leave will be exchanged

for annual leave at the rate of two (2)for one (1) in January following the year in which it is earned.

B. A one-day bonus shall be given to any member of the Fire Department who has not used a sick day during the year. Accumulation of ninety (90) sick days is not necessary to receive the bonus day. The City reserves the right to determine whether any buy back of sick leave shall occur. For buy back purposes, refer to Administrative Policy No. 27. Buy back of sick leave under Section 2A shall have no effect on receiving the one (1) day bonus. Bonus day is to be taken and not bought back.

**SECTION 10.** As a matter of definition, one sick day will be equal to one twenty-four hour shift. This sick day accrual will be at the rate of one day per month.

**SECTION 11.** Upon depletion of sick leave for any reason, the City will grant an employee one-shift advancement of sick leave for every year of service up to a maximum of twenty (20) shifts. The employee will pay back any advancement within a thirty (30) month period.

Employees will be eligible for the employee donation program if they have exhausted all sick leave, including any advanced leave by the Employer. Any advance not paid back when an

employee terminates for any reason may be deducted from employees' last check.

## ARTICLE 19

### INJURY LEAVE

**SECTION 1.** Injury leave shall be granted to any member of the bargaining unit who is injured on the job or who contracts an occupational illness on the job.

A. Injury leave will not exceed sixty (60) consecutive scheduled shifts for each injury or occupational illness.

B. Injury leave will be granted only on the written recommendation and evaluation of a medical doctor. In the event an employee is granted injury leave, such employee shall submit a physician's written evaluation for each thirty (30) days so granted for injury leave, or any portion thereof, until said employee returns to work.

C. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not accumulate sick leave during the time they are on injury leave.

D. Should an employee die as a result of an occupational illness or injury sustained on the job, the City agrees to

pay funeral expenses of the deceased employee up to a maximum of $5,000.

## ARTICLE 20

### SENIORITY

**SECTION 1.** Seniority shall mean the status attained by length of continuous service for the Employer. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of, not to exceed one (1) year, probationary period.

**SECTION 2.** Upon completion of the probationary period, the employee shall be credited toward seniority with the time served during the probationary period.

**SECTION 3.** Where two or more employees in the same classification were appointed on the same date, their relative seniority standing shall be determined in the order of their employment application.

**SECTION 4.** Seniority shall be lost upon the occurrence of any of the following:

A. Discharge, if not reversed;

B. Resignation;

C. Unexcused failure to return to work upon the expiration of a formal leave of absence, and

D. D. Retirement.

## ARTICLE 21

### UNIFORM ALLOWANCE AND PROTECTIVE EQUIPMENT

**SECTION 1.** Such uniforms and/or equipment will be repaired or replaced by the City, when, in the opinion of the Chief, or his designee, such repairs or replacements are deemed necessary.

**SECTION 2.** Each employee shall be responsible for the proper care and maintenance of his assigned protective equipment, and if such equipment is lost or damaged through over-sight or inattention by the individual employee, then said employee shall be financially responsible for the repair or replacement of such equipment.

**SECTION 3.** Each employee shall receive a check in the amount of $585.00 for annual clothing allowance paid to each individual in the month of July. These monies are to be used only for the purchase and replacement of uniformed clothing as prescribed by the Fire Department Rules & Regulations. Checks shall be paid to each member prior to July 31st of each contract year.

**SECTION 4.** The City shall make every good faith effort to schedule a uniform vendor on the premises, on not less than a quarterly basis.

## ARTICLE 22

### ANNUAL LEAVE

**SECTION 1.** Employees with zero (0) to five (5) years of service shall earn twelve (12) hours per month of annual leave with pay each calendar year, or a total of six (6) days per year.

**SECTION 2.** Employees with five (5) to ten (10) years of service shall earn twenty (20) hours per month of annual leave with pay each calendar year or a total of ten (10) days per year.

**SECTION 3.** Employees with excess of ten (10) years of service shall earn thirty (30) hours per month of annual leave with pay each calendar year or a total of fifteen (15) days per year.

**SECTION 4.** The vacation schedule shall be posted no later than the 1st day of February, and employees may sign and bid for vacation scheduling through the 1st day of March. Seniority

shall be a factor in granting annual leave. The Fire Chief or his designee shall schedule annual leave.

**SECTION 5.** Employees may accumulate annual leave up to a maximum of forty-five (45) calendar days. The City may buy back any excess annual leave over the forty-five (45) day maximum but not to exceed the (10) days over forty-five (45) days. The City reserves the right to determine whether any buy back shall be affected.

**SECTION 6.** One (1) day equals twenty-four (24) hours (1 = 24 hours).

**SECTION 7.** For those employees hired prior to 2007, the City shall be required to purchase up to 720 hours of accumulated annual leave at separation or retirement. For those that were hired after 2007, the City shall be required to purchase up to 260 hours of accumulated annual leave at separation or retirement. There will be no City obligation for probationary employees.

## ARTICLE 23

### DUES AND SUBSCRIPTIONS

**SECTION 1.** The employer agrees to pay all dues, certification fees, recertification fees, and subscription fees for all employees qualified for membership or certification in the following organizations:

A. Oklahoma State Firefighters Association;

B. National Registry of Emergency Medical Technicians;

C. Oklahoma State Emergency Medical Technicians Association.

D. Pittsburg County Fire Fighters Association

## ARTICLE 24

### INSURANCE

**SECTION 1.** The City shall have no responsibility to offer or provide any insurance to members of the bargaining unit. The City shall pay to the designated representative of the members of the bargaining unit an amount equal to the city's cost in providing each City employee with medical, dental and life insurance or $603.11 per bargaining unit member, whichever is more.

**SECTION 2.** Should the bargaining agent provide the City thirty days' notice prior to the beginning of a new contract year that they wish to join the City's medical insurance plan, the City agrees to accept all employees subject to acceptance by the City's insurance carrier.

**SECTION 3.** The Employer agrees to payroll deduct dependent coverage for members of the bargaining unit who have authorized and approved such payroll deduction.

## ARTICLE 25

### UNIFORM MAINTENANCE ALLOWANCE

**SECTION 1.** Each employee shall be responsible for cleaning and laundering of uniforms and maintenance of footwear.

## ARTICLE 26

### LONGEVITY SERVICE PAY

**SECTION 1.** In addition to the base rate for each position, City agrees to provide a longevity service pay benefit for each member of the bargaining unit, which shall be calculated on a basis of five-dollars ($5.00) per month for each year of continuous service with the City. The longevity benefit shall

commence with the fifth anniversary date of employment. Said longevity shall be paid semi-annually in the months of June and December of each calendar year with a maximum benefit of thirty (30) years.

## ARTICLE 27

### DUES DEDUCTIONS

**SECTION 1.** City agrees to deduct regular monthly Union dues from earned wages of those members of the bargaining unit. The deduction shall be made from one (1) paycheck each month. The check for the total payment of dues withheld by the City shall be made monthly to the Secretary-Treasurer of the Union.

**SECTION 2.** Employees authorizing deductions shall present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction.

**SECTION 3.** City shall deduct dues only from employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions. Deductions shall be at a stated rate throughout the term of the collective bargaining agreement executed herein. No deductions shall be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

**SECTION 4.** All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation shall be refunded by the Union. The City shall not be responsible for errors or omissions. In the case of an error or improper deduction made by the City, a proper adjustment of same shall be made by the Union with the employee affected.

**SECTION 5.** The Union shall indemnify, defend, and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of payroll deduction of Union dues. The cost for the payroll deduction service charged by the City shall be in accordance with the following:

A. All extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the Union, or due to the furnishing of indefinite, erroneous or conflicting data shall be paid for or borne by the Union. The charges are to be based upon the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the Union;

B. For normal services contemplated by this section, the Union shall be charged $200.00 per year.

C. City shall not be liable either at law or equity for any damages incurred by the Union which occurs from the City's nonperformance or delay of the duties and obligations of this covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

D. Any member of the Union wishing to stop Union dues deductions shall notify the personnel/payroll office by the first day of each month.

E. Employees in the bargaining unit who are not members of the Union may voluntarily elect to have an amount deducted from their paycheck, which reflects 85% of the monthly Union dues amount. In order to provide for such a voluntary, monthly deduction from a paycheck, an employee must present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction. Further, any such employee may revoke such authorization and such voluntary deduction at any time, upon presenting written notice of revocation to the City more than thirty days prior to the next deduction.

**SECTION 6.** The Employer agrees to make payroll deductions of an IAFF payroll assessment fee in addition to those provided in Section 1 from the paychecks of dues-paying members of the Union. The assessment shall be applicable to members who have signed and have on file with the Employer a voluntary, effective, authorized and approved payroll deduction card. The special assessment shall be revocable by the Employee notifying Employer in writing. The Union shall be notified of any revocation.

## ARTICLE 28

### WAGES

**SECTION 1.** Base Pay: The parties agree to a ~~3% Cost of Living increase for the 2018-2019~~ **same percentage Cost of Living increase as other city employees for the 2019/2020** contract year. The rank structure shall be as follows:

FIREFIGHTERS PAY RANGE

Captains C-19

Lieutenants C-17

Operators C-15

Firefighter II C-13

Firefighter I C-11

Probationary Firefighter C-9

**SECTION 2.** All members of the Fire Department shall obtain State EMT Certification within the first two (2) years of employment with the McAlester Fire Department unless circumstances warrant extending the time period by the Fire Chief. After the first registry obligation there will be no further requirements to maintain National EMT Certification status. Fire Department personnel who receive their EMT/Paramedic or Advanced EMT/EMT Intermediate license shall be reimbursed for books and tuition upon receiving their certification and license. Fire Department personnel receiving this reimbursement will be required to pay the city back said reimbursement if the employee voluntarily terminates from employment within two (2) years of receiving their license. Incentives for completion of licensure is as follows; Advanced EMT/EMT Intermediate, $100.00 per month; EMT/Paramedic, $200.00 per month. Fire Department personnel who received their license prior to July 1st, 2015, will be reimbursed for books and tuition after July 1st, 2015. Each firefighter/officer shall receive an additional $20.00 per month per training sticker, not to exceed $470 per month for all stickers and units inclusive and those identified by separate article in Article 36. Only five (5)

refresher stickers will be counted toward training sticker incentive pay. The second five (5) training stickers may include one (1) refresher sticker per course only. Each party reserves the right to request reopening this contract if requirements of EMTs change during the course of this contract period.

A. Each firefighter obtaining an Associate's Degree shall receive $25.00 per month over base salary. Each firefighter obtaining a Bachelor's Degree shall receive $50.00 per month over base salary. Each firefighter obtaining a Master's Degree shall receive $75.00 per month over base salary. These educational incentives are not cumulative, and satisfactory proof of qualification must be provided by the firefighter.

B. Each firefighter shall receive an additional $10.00 a month for obtaining the first instructor certification and $5.00 a month for the next three (3), with a maximum of $25.00 a month. Instructor certifications are limited to Instructor Level I, Instructor Level II, Fire Cause Determination and Investigation (FCDI), Level I, FCDI, Level II and CPR Instructor.

C. Each firefighter/officer shall receive an additional $50.00 per month over base salary for obtaining the qualifications required to be a Fire Department Inspector/Investigator.

D. Each firefighter/officer shall receive an additional $5.00 per month per Hazardous Material Training course not to exceed $25.00 per month. Each firefighter/officer shall receive an additional $5.00 per month per Hazardous Material Train-the-Trainer course or Hazardous Material Response Team Instructor (as identified in Article 36, Section 4) not to exceed $25.00 per month. This incentive is no long obtainable after 07-01-05. Incentives earned under this sub-section prior to 07-01-05 shall continue.

E. Certified EMT instructors shall receive one hundred Fifty dollars ($150.00) a month incentive pay. No more than three EMT instructors will be eligible to receive this pay and the Fire Chief shall be responsible for making the assignments.

F. Each Firefighter will be paid $5, $10, or $20 per month for completion of any fire/rescue/Haz-mat accredited classes according to the incentive pay schedule below:

1. $5 incentive per month for four hours or less
2. $10 incentive per month for five to fifteen hours
3. $20 incentive per month for sixteen hours or more

The following classes shall not be eligible for incentive pay:

HAZ-MAT AWARENESS

HAZ-MAT OPERATIONS

NIMS TRAINING

ON LINE TRAINING

FIREFIGHTER I

BASIC EMT

This is subject to the incentive limitation as identified in Article 28, Section 2a. All members of the McAlester Fire Department shall obtain and maintain Hazardous Materials Operations Level Certification. Any employee wanting to receive incentive pay and serve on Hazardous Materials Response Team (HMRT) at Technician certification level will be paid an additional seventy-five ($75.00) per month. Not subject to limitation as identified in Article 28, Sec.2-A. Employees may sign up for this incentive upon completion of the course or each year in July. Employees may remove this incentive after two (2) years of signing up. (This would

allow for the choice to be on the HMRT.) Should the number of Techs fall below the required minimum, the Employer may request negotiations and re-open this section of the agreement with ten (10) days notice to the Bargaining Agent.

G. The Fire Marshall shall receive an additional one hundred fifty dollars ($150) per month for successfully completing and maintaining CLEET Certification and Bonding.

**SECTION 3.** A Firefighter shall obtain the rank of Firefighter II after:

A. The successful completion of Firefighter I certification/accreditation.

B. The successful completion of EMT basic training and issuance of the Oklahoma State EMT registration.

C. The successful completion of five (5) $20 incentives as identified in Article 36, McAlester Fire Service Training.

D. Anniversary date shall be date of obtaining rank of Firefighter II.

**SECTION 4.** A new recruit has to have completed OSU training courses A and B, Recognizing and Identifying Hazardous Materials, and Wild Land Fire. Rodney Ragan and Larry Glover shall be grandfathered in as having completed these courses even though

OSU Fire Service Training does not recognize that they have completed the course.

**SECTION 5.** Firefighters will receive comp time for time spent in class off-duty when the city determines that they are not going to pay for the expenses related to the class or registration fees. These training classes include any class instructed by OSU Fire Service Training or National Fire academy except those incentives taught at the McAlester Fire Department by McAlester Fire Department instructors with comp time earned on an hour for hour actually spent in class.

## ARTICLE 29

### SAVINGS CLAUSE

**SECTION 1.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

**SECTION 2.** It is understood that the foregoing is a complete understanding of all the terms and conditions of

employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner save by the complete written concurrence of the parties subscribing hereto.

**SECTION 3.** Any Appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provisions of this Agreement unless the terms of said Appendices specifically delete or change a provision of this Agreement; and all Appendices shall become part of this Agreement as is specifically set forth herein.

**SECTION 4.** It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

## ARTICLE 30

### REIMBURSEMENT FOR PERSONAL PROPERTY

**SECTION 1.** Personal articles necessary to enable Firefighters to better perform their duties that are damaged or broken in the line of duty shall be repaired or replaced at the option of the City; however, with regard to watches, the City's responsibility to repair or replace may not exceed $75.00.

**SECTION 2.** Personal articles, as contained in this Article,

shall include, but are not limited to: 1. Prescription eyeglasses and/or contact lens; 2. Dentures; 3. Hearing aides; 4. Watches; 5. Medical ID jewelry.

**SECTION 3.** A written report of the damage or breakage shall be made to the on-duty Shift Commander when such damage or breakage occurs.

**SECTION 4.** When repair or replacement is necessary, the Firefighter's report stating how, when, and where such damage or breakage occurred shall be forwarded to the Fire Chief.

## ARTICLE 31

### WORKING OUT OF CLASSIFICATION

**SECTION 1.** When an authorized budgeted position is temporarily and/or permanently vacant and the Fire Chief has authority to fill said vacancy, the Fire Chief shall appoint an employee to fill said vacancy on a temporary basis.

**SECTION 2.** After forty-five (45) calendar days from the date of actual vacancy, an employee appointed to fill that position on a temporary basis shall be entitled to receive the base salary pay of that position. Once the position is

permanently filled, this working out of classification pay shall cease on the date of the permanent appointment.

## ARTICLE 32

### GARNISHMENTS AND LEVY ON WAGES

**SECTION 1.** Employees shall be expected to pay their bona fide debts so as not to bring discredit to the department and the City.

**SECTION 2.** Failure to comply with this Article by means of the City being served with a Garnishment and/or Levy on Wages on an employee may be cause for dismissal, providing such employee has had more than two (2) Garnishments and/or Levy on Wages served on the City for process within one (1) calendar year, excluding continuous orders.

## ARTICLE 33

### UTILITY SUBSIDY

**SECTION 1.** Each employee residing within the McAlester City limits will be required to pay 100% of his/her municipal utility bill.

## ARTICLE 34

### SHORT TIME LEAVE

**SECTION 1.** Fire personnel may take leave off in twelve (12) hour increments, provided such absence does not create manning problems. Such short-time leave shall be deducted from accrued, unused holiday, sick or annual leave, as appropriate under existing criteria for leave usage in Article 17, 18 or 22, subject to Management or Management's designee's discretion as listed in each specific article.

## ARTICLE 35

### PROMOTION PLANS FOR McALESTER FIRE DEPARTMENT

**SECTION 1.** The Promotion Board shall consist of five members: City Manager or his designee, Fire Chief, Local 2284 Union President, and two (2) at-large firefighters elected by the Bargaining Unit. The City Manager, Fire Chief, and Union President shall serve as long as they occupy the office described above. The at-large representatives shall serve a period of two (2) years. Each member shall have one (1) vote and the majority

of the votes shall be the final decision on Promotion Board matters. The Fire Chief shall serve as Board Chairman.

**SECTION 2.** Eligibility questions and Promotional Issues not contained specifically herein shall be posed to the Promotion Board for a ruling. If such an issue should arise any member will call the Board Chairman and it shall be his purpose to set notice, call meetings, and notify each member when a Promotion Board meeting is required.

**SECTION 3.** All testing for promotion shall contain at least three (3) applicants. In the event there are not three (3) applicants eligible as identified in Section 4, the Promotion Board shall recess back one day at a time, utilizing time in service, until at least three (3) applicants are obtained. If more than one applicant falls eligible in the same day that the third applicant has become eligible, then these applicants will likewise be eligible.

**SECTION 4.** Eligibility requirements for promotion shall be:

A. Driver/Operator - Must have been a firefighter for three (3) years without any interrupted service with the McAlester Fire Department.

B. Lieutenant - Must have six (6) years of uninterrupted service with the McAlester Fire Department and three (3) years of the six (6) years must have been as a Driver/Operator.

C. Captain - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) years must have been as Lieutenant.

D. Training Captain/Fire Marshall - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) must have been as a Lieutenant. Must have satisfactorily completed the following O.S.U. Fire Service Training Courses:

Fire/Arson Detection (12 hours),

Fire Cause Determination and Investigation Level II (72 hours), Fire Instructor Level II

Inspection Practices (60 hours),

Three (3) college hours relating to Fire Inspection Practices or a Fire Service Training Inspection Certificate from an accredited school, and eight (8) weeks of Basic Police Academy Training by C.L.E.E.T.

Should any employee applying not have the required

C.L.E.E.T. training or the three (3) college hours relating to Fire Inspection Practices but meet all other criteria, then these requirements shall be waived. The Fire Marshall appointed will have up to one (1) year to successfully complete these requirements unless Management determines that additional time is necessary to complete these requirements.

**SECTION 5.** All tests shall be administered by O.S.U. Fire Service Training and shall consist of 100 multiple choice, true/false, or matching questions; the combination to be determined by O.S.U. Each question shall be worth one (1) point each. For Captain the test questions shall come from the most current edition of the following books: Company Officer, 40 questions; Fire Instructor, 30 questions; Essentials, 30 questions. For Lieutenant the test questions shall come from the most current edition of the following books: Company Officer, 35 questions; Fire Instructor, 30 questions; Essentials, 35 questions. For Driver/Operator the test questions shall come from the most current edition of the following books: Apparatus, 60 questions; Essentials, 40 questions. Passing score shall be a minimum of 60 points. If an applicant achieves the minimum passing score, they shall add one (1) point for each year of service over the minimum eligibility requirement for the

position; they shall add one (1) point for each year of in grade service over the minimum eligibility requirements; they shall add one (1) point for each Certified Fire Instructor class (I or II) and one (1) point for each Fire/Arson class (I or II). A practical examination on streets, driving and operation of tools and apparatus utilizing a checklist shall be prepared and agreed upon by both parties on the Driver/Operator exam and a copy of the last street exam be provided to all applicants two weeks prior to the exam. This checklist and street test will be prepared within the Department, with the street test being prepared and the streets chosen on the day of the exam. For Fire Marshall/Training Captain the test questions shall come from the most current edition of the following books: Company Officer, 30 questions; Fire Instructor, 30 questions; Essentials, 10 questions and Inspection Practices, 30 questions.

**SECTION 6.** The Fire Chief shall make the promotional appointment from either of the top two (2) applicants with the highest total score. If the highest scoring applicant is not chosen the Chief shall give a reasonable explanation of why the highest scoring applicant was not chosen. Scores shall remain valid and eligible for one (1) year. If another vacancy occurs within this one (1) year, the Chief shall then make his

appointment from the top two (2) applicants on the eligibility list.

**SECTION 7.** Any employee who has been reduced in rank by administrative action or on his/her own accord will not be eligible to test for that position for a period of one year.

**SECTION 8.** The Chief or his designee shall post an opening for promotion testing within thirty days from the date the position has become vacant.

**SECTION 9.** Any applicant who is eligible to test for any promotion shall notify the Chief in writing within the allotted deadline.

**SECTION 10.** Upon the Fire Chief's promotional appointment, the successful appointee will have a performance evaluation in six (6) months to sustain the appointment.

## ARTICLE 36

### DEPARTMENTAL FIRE SERVICE TRAINING

**SECTION 1.** Basic Continuing Education – Basic firefighting continuing education shall consist of the following. All Fire Department Training must be taught by an Instructor 1 or 2, in house, or by an established training organization. All Training

must meet NFPA/JPR and minimum training requirements for completion of each course.

Unit 1—U1, Forcible Entry, Rope and Portable Fire Extinguisher

Unit 2—U2, Ladder Practices

Unit 3—U3, Hose Practices

Unit 4—U4, Salvage and Overhaul Practices

Unit 5—U5, Fire Stream Practices

Unit 6—U6, Fire Apparatus Practices

Unit 7—U7, Ventilation Practices

Unit 8—U8, Rescue Practices

Unit 9—U9, First Aid Practices

Unit 10—U10, Inspection Practices

**SECTION 2.** Change over to New System - Both parties agree that the Fire Department shall change over to the new O.S.U. Fire Service record-keeping system on July 1, 1993.

**SECTION 3.** Additional Continuing Education Courses Additional fire-fighting continuing education shall consist of the following Fire Service courses, under the new recordkeeping system, and the minimum training required for completion of each course.

Unit 11—U11, Basic Strategy and Tactics

Unit 12—U12, Firefighter Safety and Protective Equipment

Unit 13—U13, Fire Behavior and Chemistry of Fire

Unit 14—U14, Self-Contained Breathing Apparatus and Cascade

Unit 15—U15, Company Officer

Unit 16—U16, Public Fire Education

Unit 17—U17, Wild Land Firefighting Fundamentals

Unit 18—U18, Leadership for Company Officer

Unit 19-U19, Industrial Fire Protection

Unit 20-U20, Fire Fighter Health and Safety

ALL FIRE/RESCUE, HAZ-MAT CLASSES OFFERED FOR FIRE SERVICE TRAINING WILL BE COUNTED TOWARDS MCALESTER FIRE DEPARTMENT'S SERVICE TRAINING.

**SECTION 4.** Hazardous Material Training — Hazardous material training courses shall consist of the following Fire Service, N.F.A. Fire Service Training courses and/or Train-the Trainer hand-off courses and the minimum training required for completion of each course. Reference Article 36, Section 1

Hazardous Materials Incident Analysis

Hazardous Materials the Pesticide Challenge

Recognizing and Identifying Hazardous Materials

Incident Command System

Hazardous Materials Response Team Training

Hazardous Materials Operations

Hazardous Materials Technician

LPG Class

Emergency Vehicle Driver Training

Confined Space Operations

Confined Space Rescue

Emergency response to terrorism

Should any of the "Hazardous Material Train the Trainer" courses be discontinued by the O.S.U. or N.F.A., employees having had the course either within the Fire Department or outside the department and being certified as a Level I or II instructor shall then meet the qualifications required to instruct these courses within the McAlester Fire Department and receive the incentive pay attached to these courses.

Each firefighter who attends any courses taught by certified/accredited Fire Service Training or National Fire Academy or offered by any certified/accredited Fire Service Facility/Organization and is taught by their instructors will

qualify as additional continuing education courses as if listed in Sections 1, 3, and including Article 28, Section H.

## ARTICLE 37

### PENSION/RETIREMENT

**SECTION 1.** In accordance with 11 O.S. 49-122, the City shall contribute the statutorily required percentage of the employees' total actual paid gross salaries to the Oklahoma Firefighters Pension and Retirement System.

**SECTION 2.** In accordance with 11 O.S. 49-122, the employee shall contribute nine percent (9%) to the Oklahoma Firefighters Pension and Retirement System. The new conversion calculation shall begin on November 1, 2013.

**SECTION 3.** All other terms of pension and retirement shall be governed by the Oklahoma Firefighters Pension and Retirement System as provided in 11 O.S. 49-100.1 to 11 O.S. 49-143, et al.

## ARTICLE 38

### TRANSFERS

**SECTION 1.** Any Full-time employee working for the City of McAlester excluded as an employee under the terms and conditions

of this agreement may transfer into the Fire Department and the Bargaining Unit subject to approval by the Fire Chief and City Manager and pursuant to the terms of the agreement and the following sections.

A. Any full-time employee who is approved for transfer into the Fire Department shall be allowed to transfer annual leave and sick leave accumulation into the Fire Department at a rate of eight (8) hours per day of accumulated leave. Annual leave accrual rates shall be based on time in service as an employee as defined in Article 6 of the Agreement.

B. Any full-time employee who is approved for transfer into the Fire Department shall have longevity figured on continuous time in service with the City of McAlester rather than service with the Fire Department.

C. Any full-time employee who is approved for transfer into the Fire Department shall begin his/her salary at the beginning pay classification, Step One (1) for a Fire Recruit. However, if the employee has prior documented fire service experience or is at least a Certified EMT he/she may begin his/her salary at Steps Two (2) or Three (3) but still at the same pay grade of a Fire Recruit.

D. Any successful applicant who is not a City employee shall likewise start at the Fire Recruit pay classification, Step One (1) unless he/she has prior documented fire service or is at least a Certified EMT. He/she too, must start at the Fire Recruit pay classification but start at a higher step grade as described in Section Four.

**SECTION 2.** Fire Department Employees (as defined under Article 6) transferring within the Department from a Line position to a Staff position or from a Staff position to a Line position shall make the conversion pursuant to the terms of the agreement and the following sections or sub-sections.

A. Any employee transferring from a Line position to a Staff position shall be allowed to maintain all annual leave and sick leave accumulations based on the total hours allowed under Article 22 and Article 18. Example: A) 45 days X 24 hrs = 1080 hours of annual leave accumulation. B) 90 days X 24 hrs = 2160 hours of sick leave accumulation. The employee may exercise an option to have all hours of accumulation reduced to eight hour days and to be compensated for all excess leave over and above the maximum accumulations on an hour for hour basis at the employee's regular hourly

rate of pay. Example: 1200 hours of annual leave accumulation reduced to maximum of 360 hours leaving 840 hours to be bought back by the City at the employee's hourly rate; or 2400 hours of sick leave accumulation reduced to maximum of 720 hours leaving 1680 hours to be bought back by the City at the employee's hourly rate.

B. Any Employee transferring from a Line position to a Staff position shall accrue or earn annual leave and sick leave in the following manner.

1. Employees with less than nine (9) years of service shall not be allowed to transfer from a Line position to a Staff position.

2. Employees with nine years of service shall earn fourteen (14) hours per month of annual leave with pay each calendar year or a total of twenty-one (21) days per year and shall take annual leave based on eight (8) hours = one (1) day of leave.

3. Staff employees will earn sick leave at a rate of eight (8) hours per month and shall take sick leave based on eight (8) hours = one

(1) day of leave.

4. Staff employees will receive thirteen (13) holidays based on eight (8) hours = one (1) holiday.

5. Staff Employees shall begin to earn their leave and Holidays based on an eight (8) hour day (forty (40) hour work-week) on the first (1st) day of the month following the transfer from line to staff. All leave and holidays earned prior to this date will be at the 24hour day. (Fifty-three (53) hour week)

6. Staff Employees shall work a schedule of eight (8) hours per day five (5) days per week or forty (40) hours per week. The daily and weekly work schedule is flexible and may be scheduled with the approval of the Chief as long as forty (40) hours per week are scheduled and worked.

C. Fire Department Employees (as defined under Article 6) transferring within the department from a Staff position to a Line position shall earn and accumulate all leave as listed in the specific article

of the agreement for such leave beginning on the first (1st) day of the month the transfer takes place. All leave and holidays earned while employed as a Staff Employee will be at eight (8) hours = one (1) day rate.

**SECTION 3.** Transfers within the same pay grade from Staff to Line position or from Line to Staff position may be allowed only if the employee has tested for and is still eligible to fill a position that is created or has become vacant, or the employee is transferring to a position, either Staff or Line, that the employee formerly held.

## ARTICLE 39

### ALCOHOL AND DRUG TESTING POLICY

**SECTION 1.** Alcohol and Drug Testing Policy and Purpose

The purpose of this article is to maintain a work environment that is safe and conducive to high work standards. The policy is a joint effort of the City of McAlester and the IAFF Local 2284 for the elimination of substance abuse and the improvement of related job performance. Having a substance abuse problem may render an employee unfit for duty. Such behavior shall not be tolerated and the City will administer a program to

educate employees regarding the hazards of substance abuse and to eliminate such abuse. The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems. This policy shall be in accordance with and administered pursuant to OKLA. STAT. title 40, 551, et, seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 49 U.S.C. sections 2717 and 1434 of the Federal statutes and the Department of Transportation (D.O.T.) Rules and Regulations found at 40 CFR Part 121 and 40 CFR Parts 382, 391, and 392 and any amendments thereto. Drug or alcohol testing required by and conducted pursuant to federal law or regulation shall be exempt from the provisions of the Standards for Workplace Drug and Alcohol Testing Act and the rules promulgated pursuant thereto.

**SECTION 2.** Effective Date

This policy will be effective thirty (30) days after official posting and following distribution of the policy to all members of the bargaining unit.

**SECTION 3.** Application and Violation

This policy shall apply to all employees of the McAlester Fire Department. Employees who violate any aspect of this policy (including receiving a confirmed positive test or refusing to

submit to testing) may be subject to disciplinary action, up to and including termination.

**SECTION 4.** Pre-Placement Testing

All applicants for position with the McAlester Fire Department shall undergo drug and alcohol testing as part of their physical prior to assignment.

Job applicants shall be tested only after conditional offer of employment. Refusal to undergo a test, or a confirmed positive test, shall be the basis for withdrawing offer of employment.

**SECTION 5.** Random Testing

A. The City may request or require unit members to undergo drug testing on a random selection basis.

B. "Random selection basis" means a mechanism for selecting employees for drug testing that:

1. Results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected; and

2. Does not give the employer discretion to waive the selection of any employee selected under the mechanism.

C. Unit employees shall be randomly tested at the following test rates:

1. The maximum yearly percentage rate for random-controlled substances testing shall be twenty-five (25%) percent of all Fire Department members.

D. The City shall strive to ensure that random-controlled substance tests, conducted pursuant to this article, are unannounced. Following the testing of the pool of Fire Department members, the City will provide the Union President a listing of all members scheduled for testing and those tested.

E. Every unit member who is selected for random drug testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a safety-sensitive function at the time of notification, which will not reasonably allow his/her replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceeds to the testing site as soon as possible.

F. Unit members will be informed that they have been selected to submit samples after they have arrived at work

on the day of collection. Specimen collections shall occur as soon as possible after the beginning of the work shift. Unit members shall be tested only during working hours.

G. Fire Department employees shall be considered a separate pool of employees for purposes of random testing.

**SECTION 6.** Reasonable Suspicion

Drug and alcohol testing may be required of any employee if there is "reasonable suspicion" that the employee is using or has used drugs or alcohol in violation of this policy. Reasonable suspicion is, among other things:

6.1 Observable and articulable phenomena, such as physical symptoms or manifestation of being under the influence of drugs or alcohol while at work or on duty:

6.2 The direct observation of such use while at work or on duty.

6.3 A report of drug or alcohol use while at work or on duty provided by reliable and credible sources and which have been independently corroborated;

6.4 Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty or while on the employer's premises or

operating the employer's vehicle, machinery, or equipment.

No testing under "reasonable suspicion" shall be initiated unless the circumstances are properly reviewed and agreed upon by a least two (2) supervisory-level personnel within the Fire Department. A written record of the observations leading to any drug or alcohol tests shall be created by the supervisor(s) who made such observation within 8 hours of the observed behavior.

**SECTION 7.** Post-Accident Testing

Post-accident drug and alcohol testing may be conducted on any employee where there has been damage to City property which the City reasonably believes at the time exceeds Five Hundred Dollars ($500.00) or where there has been injury to any employee or third party, or where there exists "reasonable suspicion" that the accident, injury, or damage was a result of the use of drugs or alcohol by the employee.

**SECTION 8.** Post-Rehabilitation Testing

The City of McAlester may require an employee to undergo drug or alcohol testing without notice for a period of two (2) years after returning to work after a confirmed positive test and/or following participation in a drug or alcohol dependency

treatment program. (Post-rehabilitation testing shall be in addition to any other testing the rehabilitation program requires.)

**SECTION 9.** Substance for Which Test May be Given (Includes Related Metabolites)

9.1 Ethyl Alcohol or Ethanol (beer, liquor, etc.)

9.2 Cannabinoids or Marijuana (pot, weed, grass)

9.3 Cocaine (including crack)

9.4 Amphetamines (including speed)

9.5 Opiates (including morphine, codeine, dilaudid, percodan)

9.6 Phencyclidine (including angel dust, PCP)

Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse.

**SECTION 10.** Testing Methods and Collection Procedures

10.1 All collection and testing shall be done in accordance with the rules promulgated by the Oklahoma State Board of Health.

10.2 All sample collection and testing for drugs and alcohol pursuant to the provisions of this article shall be conducted in accordance with the following:

a. Samples shall be collected and tested by labs deemed qualified by the State Board of Health.

b. The collection of samples shall be performed under reasonable and sanitary conditions.

c. A sample shall be collected in sufficient quantity for splitting into separate specimens pursuant to rules of the State Board of Health to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen.

d. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instance of urinalysis, no employer shall observe an applicant or employee in the process of producing a urine sample.

e. Sample collections shall be documented, and the documentation shall include:

1. Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and

2. An opportunity for the applicant or

employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information.

**SECTION 11.** Cost

The City shall pay all costs of testing for drugs or alcohol required by this policy including confirmation tests required by this policy. If an employee requests a retest of a sample in order to challenge the results of a positive test result, the employee shall pay all costs of the retest. If the retest reverses the findings of the challenged positive test, the City shall reimburse the individual for the cost of the retest.

**SECTION 12.** Refusal to Undergo Testing; Tampering with Samples

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action up to and including termination. Employees found supplying or attempting to supply an altered sample or a substituted sample, not their

own, by whatever means, shall be subject to disciplinary action up to and including termination.

**SECTION 13.** Confidentiality

The City shall treat all tests and all information related to such test, including interviews, memoranda, reports, and statements as confidential.

**SECTION 14.** Disciplinary Action

The City shall not take disciplinary action against any employee who tests positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of paid leave in cases involving reasonable suspicion. Non-probationary employees with a previously satisfactory work record will be given an opportunity to continue employment after an initial occurrence of a positive drug or alcohol test. Some period of leave with pay may be granted dependent on the employee's leave accrual for the employee to be enrolled in an approved rehabilitation program.

Continued employment, if offered, shall be contingent upon the employee agreeing in writing to undergo random or periodic

drug and/or alcohol post-rehabilitation testing for two (2) years.

If an employee tests positive for drugs and alcohol, said employee may be suspended, demoted, or terminated following a pre-termination hearing. Employees refusing to enroll in an approved rehabilitation program shall be terminated.

**SECTION 15.** Upon demand that the employee submit a sample for testing, the employee shall receive a written description of his/her rights, obligations and options, as set forth in Subsection 1 below. Thereafter, the employee shall be escorted to the designated medical or collection facility where samples will be given for the purpose of analysis.

A. RIGHTS OF EMPLOYEES UNDER THE SUBSTANCE ABUSE POLICY FOR THE CITY OF MCALESTER

You, as an employee of the City of McAlester, have been asked to give the City a breath sample for alcohol testing and/or a urine sample for drug testing under the substance abuse policy. You, as an employee, have the following rights:

1. You may refuse to provide the City with the appropriate sample. However, if your refuse, it may result in termination of your employment.

2. If you agree to give a breath and/or urine sample for testing, you will be asked to sign a consent form which authorizes the taking and sending of the sample to the laboratory used by the City to conduct the analysis and to release said results of the analysis to the medical review officer and to the designated Substance Abuse Policy Administrator for the City of McAlester, which is the Personnel Director for the City of McAlester.

3. If you agree to be tested, you will be escorted to a medical facility by the applicable supervisor. If you are tested for alcohol and not drugs, you will be returned to work upon a negative finding subject to special instruction for safety-sensitive employees. If positive, you will be

unable to return to work for at least twenty-four (24) hours and will be subject to possible disciplinary action. Upon being tested for drugs under reasonable suspicion, post accident, or post vehicular accident testing, you will be suspended with pay. Suspension will be effective immediately after the testing and shall be for the period of time required to process, screen and confirm test results. If your test results are negative, you will be reinstated and all reference to the suspension shall be removed from your personnel file. Random testing and return to duty follow-up testing for drugs does not require immediate suspension.

4. If your test results are positive for drugs or alcohol, you will be given the opportunity to participate in the Employee Assistance Program. Participation in the Employee Assistance Program will not avoid any discipline, including termination, which may be imposed.

5. You may, within seventy-two (72) hours on receipt of the drug test results, request the split specimen be analyzed by a different certified laboratory site. If you request the split specimen test, you will be responsible for

its cost unless the test results are negative. On this

____day of_____, 20__, I_____

have read the foregoing rights and fully understand them.

_____

Employee Signature

Prior to testing, the employee shall sign a consent form authorizing: (1) the medical facility to take the specimen; and (2) authorizing the testing laboratory to release the test results to the medical review officer and the designated substance abuse policy administer. The consent form shall provide space for the employee to acknowledge that he or she has been notified of the substance abuse policy. An employee's refusal to sign the consent form shall constitute a refusal to be tested.

## MEDICAL CONSENT AND RELEASE OF INFORMATION

The undersigned voluntarily consents and agrees, as a condition of employment, to submit to a drug and/or alcohol test, which may include a urine test for controlled substances and/or evidential breath or blood alcohol test by doctors or other qualified persons.

The results of any such examination and tests may be released to the Personnel Director of the City of McAlester, Oklahoma.

I hereby release the physicians, medical facilities, clinics, and their employees, agents and representatives from any and all liability, except for inaccurate test results arising from the release and use of the information discovered in such test including the results of any test and any decision regarding my employment or prospective employment with the City of McAlester, Oklahoma.

_____

(Employee Signature)

CONFIDENTIALITY OF TESTING RESULTS AND RECORDS

A. The City shall maintain all drug and alcohol test results and related information including, but not limited to, interviews, reports, statements and memoranda, as confidential records separate from other personnel records.

B. Such records, including the records of the testing facility, shall not be used in a criminal proceeding or a civil or administrative proceeding, except in administrative actions taken by the employer.

C. The records maintained by the City shall be the property of the employer and, upon request of the unit member, shall be made available for inspection and copying to the unit member.

D. The City shall not release records to any person other than the unit member or the City's medical review officer except the list of those scheduled for testing and those who have been tested to the Union President, unless the unit member, in writing following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to valid court order.

E. A testing facility, or any agent, representative or designee of the facility, or any review officer shall not disclose to any employer, based on the analysis of a sample collected from a unit member for the purpose of testing for the presence of drugs or alcohol, any information relating to:

1. The general health, pregnancy or other physical or mental condition of the unit member;

2. The presence of any drug other than the drug or its metabolites that the City requested to be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the unit member, provided however, a testing facility shall release the records of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his request.

F. If the test result is negative, the MRO shall only inform the City that the test was negative without disclosing any other information.

EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)

The City shall maintain either an in-house or contract an "Employee Assistance Program", which at a minimum provides for drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

APPEAL PROCEDURES AND REMEDIES

A. Unit members may appeal any discipline imposed as a result of drug or alcohol testing via the grievance procedure.

B. The Oklahoma Standards for Workplace Drug and Alcohol Testing Act provides that any person aggrieved by a willful violation of the Act may institute a civil action for declaratory or injunctive relief and damages, and provide for misdemeanor penalties for knowing and willful violations of the Act.

C. The party's agreement to random drug testing in no way diminishes, acquiesces, or removes a unit member's civil rights under the U.S. Constitution.

# ARTICLE 40

## HEALTH AND SAFETY COMMITTEE

There is hereby established a Health and Safety Committee and responsibilities are as follows:

**SECTION 1.** Committee shall consist of five (5) members, which include one firefighter, one driver, one lieutenant, one captain, and the Fire Chief or his designee.

**SECTION 2.** Any and all recommendations shall be presented to the Fire Chief for action or non-action. If this committee disagrees with the Chief's action or non-action, the matter shall automatically go to the Safety Officer.

**SECTION 3.** The Safety Officer will review all details and submit a final report in writing to the Chief and Safety Committee.

**SECTION 4.** The Committee of Rank will be selected to serve as follows:

A) Firefighters will designate their representative

B) Drivers will designate their representative

C) Lieutenants will designate their representative

D) Captains will designate their representative

**SECTION 5.** Elections and Term limitations shall be as follows:

a.Elections will be held July 20th, July 21st, and July 22nd every two years beginning July, 2016.

b.Representatives shall serve two (2) year terms. In the event that a representative is promoted, retires, or resigns, a special election shall be held within fifteen (15) days of the vacancy. Voting will be held for three (3) days within each shift.

**SECTION 6.** It is understood this committee will act solely as an advisory and non-authoritative committee.

## ARTICLE 41

### AFFILIATION LEAVE

**SECTION 1.** Any employee who becomes an officer or maintains an appointment on a fire service related board or committee such as Fire Chiefs Association, International Association of Arson Investigators, Oklahoma State Firefighter Pension Board, Oklahoma State Firefighters Association, International Association of Fire Fighters, Professional Fire Fighters of Oklahoma, State Fire Marshalls Office at either the state or national level shall be given time off of up to one day per month to attend committee

meetings, board meetings, or conventions. This leave will not be accumulated from month to month.

## ARTICLE 42

## SAFE STAFFING LEVELS

**SECTION 1.** The parties agree the McAlester Fire Department is an organization of dedicated professionals who are committed to serving the community by protecting life, property, and the environment through fire and injury prevention, education, fire suppression, and emergency medical response.

**SECTION 2.** The parties agree staffing levels have not been increased since 1981.

**SECTION 3.** The parties agree to prioritize staffing and strive to increase staffing to adequate levels consistent with the national recommended minimum staffing level needed to safely and efficiently extinguish a 2000 square foot residential structure. The parties further agree that grants or other funding sources will be sought to offset additional costs to the City.

**SECTION 4.** The parties agree that increasing staffing levels will be incremental in nature and cannot fully be accomplished in one fiscal year. A committee made up of three (3) designated representatives of management and three (3) designated

representatives of the bargaining unit will agree on the duration of time needed and the incremental number of staff per fiscal year needed to meet the needed staffing level based on revenues available.

**Section 5.** The parties agree a minimum staffing level of thirty-nine (39) bargaining unit employees plus the fire marshal will be the base number of employees for implementing increases in staffing.

**IN WITNESS WHEREOF,** the parties hereto have set their hands this

_____ day of _____, ~~2018~~ **2019**.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By_____

John Browne, Mayor

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
Local 2284
Bargaining Agent

By_____
President of Bargaining Agent

ATTEST:

_____
Cora Middleton, City Clerk

_____
Secretary of Bargaining Agent

Attachment 1: IAFF Classified Pay Scale
Attachment 2: Memorandum of Understanding
Schedule A Merit/Step Increases per 2018-2019 Negotiations
Schedule B Holiday Bank Time per 2018-2019 Negotiations