



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, October 8, 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 recognition of National 4-H Week.

Mayor Browne will be issuing a Proclamation in observance of Make a Difference Day.

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 September 24, 2019, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for September 18, 2019 through October 1, 2019. *(Toni Ervin, Assistant City Manager)*
- C. Consider and act upon, authorizing the Mayor to sign the renewal of the lease with the Federal Aviation Administration for the Equipment Room located at the McAlester Regional Airport. *(David Horinek, Public Works Director)*
- D. Consider and act upon, ratification of Change Order #3 from Built Right Construction, LLC in the amount of \$17,140.00 for the Downtown Streetscape Project. This Change Order adds one (1) day to the Substantial Completion Date amending it from November 14, 2019 to November 15, 2019. *(Kirk Ridenour, Economic Development Director)*
- E. Consider and act upon, authorizing the Mayor to sign the Sales and Use Tax Administration Agreement recently agreed upon between the Oklahoma Tax Commission and Oklahoma Municipal League Liaison Board. This agreement replaces the current separate Sales and Use Tax Agreements. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, receipt of the Permit No. SL000061190713 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 395 linear feet of PVC sanitary sewer line and all appurtenances at 5th Street and Miami. *(David Horinek, Public Works Director)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR THE SOUTHERLY 135 FEET OF LOT 6, IN BLOCK 294 CITY OF MCALESTER, FORMERLY KNOWN AS SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, FROM C-2 NEIGHBORHOOD CONVENIENCE DISTRICT TO C-4 RESTRICTED COMMERCIAL DISTRICT.

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2656 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2019-20; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider and act upon, acceptance of the Master Drainage Plan by Meshek and Associates and authorizing the Mayor to sign a Resolution for the adoption of a Stormwater Master Drainage Plan. *(Oliver Skimbo, Environmental Program Coordinator, David Horinek, Public Works Director)*

Executive Summary

Motion to approve the Master Drainage Plan and its recommendations for Stormwater Management and authorize the Mayor to sign the Resolution for adoption.

2. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning districts for The Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma, from C-2 Neighborhood Convenience District to C-4 Restricted Commercial District. *(Jayme Clifton, Community Development Director)*

Executive Summary

Motion to act upon and approve the above Ordinance changing the classification of the zoning districts for the property identified in the Ordinance from C-2 Neighborhood Convenience District to C-4 Restricted Commercial District and authorizing the Mayor to sign the ordinance.

3. Consider and act upon, authorizing the City Manager to accept a grant award from the FY 19 Body-Worn Camera Policy and Implementation Program in the amount of \$46,733 for City of McAlester. *(Stephanie Giacomo, Grant Administrator)*

Executive Summary

Staff recommends acceptance of the grant award and conditions and authorizing the City Manager to execute the agreement with the Bureau of Justice Assistance.

4. Consider and act upon, accepting the bid amount of \$49,475.00 from Built Right Construction, LLC and authorize the Mayor to sign the Notice of Award for the 5th and Miami Sewer Improvements Project. *(David Horinek, Public Works Director)*

Executive Summary

The recommendation is to accept the bid amount of \$49,475.00 from Built Right Construction, LLC and authorize the Mayor to sign the Notice of Award for the 5th and Miami Sewer Improvements Project.

5. Consider and act upon, an Ordinance amending Ordinance No. 2656 which established the budget for fiscal year 2019-2020; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Assistant City Manager)*

Executive Summary

Motion to approve the budget amendment ordinance.

6. Consider and act upon, to authorize the Mayor to accept and sign State Contract #0-5137 for a period of one year for the Supplies, Pavement Marking and Traffic Striping Services of city streets pursuant to Section 2-275 of the McAlester City Code. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends authorization for the Mayor to accept and sign State Contract #0-5137 for the Supplies, Pavement Marking and Traffic Striping Services of city streets per the attached list.

7. Consider and act upon, a resolution to rename a public facility commonly known as B & Jefferson Park to Leadership Park and authorizing the mayor to sign the resolution. *(Jayme Clifton, Community Development Director)*

Executive Summary

Motion to act upon and approve the resolution to rename a public facility commonly known as B & Jefferson Park to Leadership Park and authorizing the mayor to sign the resolution.

8. Consider and act upon, authorizing the City Manager to accept a grant award from the Oklahoma Highway Safety Office in the amount of \$44,000.00 to implement the McAlester Impaired Driving Enforcement Program. *(Stephanie Giacomo, Grant Administrator)*

Executive Summary

Staff recommends acceptance of the grant award and conditions and authorizing the City Manager to execute the agreement with the Oklahoma Highway Safety Office.

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 September 24, 2019, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending October 1, 2019. *(Toni Ervin, Assistant City Manager)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the September 24, 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 October 1, 2019. *(Toni Ervin, Assistant City Manager)*
- Confirm action taken on City Council Agenda Item D, ratification of Change Order #3 from Built Right Construction, LLC in the amount of \$17,140.00 for the Downtown Streetscape Project. *(Kirk Ridenour, Economic Development Director)*
- Confirm action taken on City Council Agenda Item F, receipt of the Permit No. SL000061190713 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 395 linear feet of PVC sanitary sewer line and all appurtenances at 5th Street and Miami. *(David Horinek, Public Works Director)*
- Confirm action taken on City Council Agenda Item 1, acceptance of the Master Drainage Plan by Meshek and Associates and authorization for the Mayor to sign a Resolution for

the adoption of a Stormwater Master Drainage Plan. *(Oliver Skimbo, Environmental Program Coordinator, David Horinek, Public Works Director)*

- Confirm action taken on City Council Agenda Item 4, acceptance of the bid amount of \$49,475.00 from Built Right Construction, LLC and authorization for the Mayor to sign the Notice of Award for the 5th and Miami Sewer Improvements Project. *(David Horinek, Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, authorization for the Mayor to accept and sign State Contract #0-5137 for a period of one year for the Supplies, Pavement Marking and Traffic Striping Services of city streets pursuant to Section 2-275 of the McAlester City Code. *(Peter Stasiak, City Manager)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

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

The McAlester City Council met in a Regular session on Tuesday, September 24, 2019, at 6:00 P.M. after proper notice and agenda was posted, September 20, 2019 at 1:50 P.M.

Call to Order

Mayor Browne called the meeting to order.

Mother Jamie Koch, All Saints Episcopal Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, James Brown, Maureen Harrison, Zach Prichard & John Browne

Absent: Cully Stevens,

Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager; Toni Ervin, Asst. City Manager; Jayme Clifton, Community Development Director; Stephanie Giacomo, Grant Writer/Public Information Officer; Kirk Ridenour, Economic Development Director; Brett Brewer, Fire Chief; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Recognition and Awards

Mayor Browne presented Johnny Reich as September Employee of the Month. Mr. Reich received a Certificate of Appreciation, a plaque, a portfolio and one (1) paid day off.

Sean Voskuhl addressed the Council thanking the City for their interest in the AARP Community Grant Challenge.

JoAnn Vermillion addressed the Council commenting about her excitement to see McAlester's application for the grant and also about the Arvest Park project.

Mayor Browne stated that the money received from AARP would be matched by the City to make continued improvements to Arvest Park.

AARP Representatives then presented the City of McAlester with an honorary check in the amount of \$5,000.00.

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.

Assistant Manager Ervin addressed the Council informing them that the City had received the CAFR Award for excellence in accounting for the fifth (5th) year in a row. She briefly explained the process to receive the award and how it became more stringent each year.

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 August 27, 2019, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the September 10, 2019, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for September 4, 2019 through September 17, 2019. *(Toni Ervin, Asst. City Manager)* General Fund - \$178,265.73; Parking Authority - \$140.77; Nutrition - \$2,683.43; Landfill Reserve/Sub-Title D - \$3,047.50; Educational Fund - \$44,224.34; Tourism Fund - \$730.75; SE Expo Center - \$10,069.96; E-911 - \$15,057.21; Economic Development - \$12,288.48; CDBG Grants Fund - \$8,388.00; Fleet Maintenance - \$7,412.17; Worker's Compensation - \$1,750.00; CIP Fund - \$6,065.64; Technology Fund - \$22,600.00; Stormwater Fund - \$64,460.08; Infrastructure Fund - \$69,275.96 and MRHC-Cancer Center Fund - \$44,224.34.
- D. Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 206861-ME. *(Cora Middleton, City Clerk)*
- E. Consider and act upon, authorizing the Mayor to sign a Memorandum of Understanding with Inframark, LLC for receipt of a check in the amount of \$28,421.30 per the 2019-2020 contract as payment for the remaining Water Treatment Plant chemicals as of June 30, 2019. *(Peter Stasiak, City Manager)*

Councilwoman Harrison requested that Item D be removed for individual consideration.

A motion to approve the Consent Agenda items "A, B, C and E" was made by Councilman Smith and seconded by Councilman Read.

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

AYE: Councilmembers Smith, Read, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

Items Removed from Consent Agenda

- D. Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 206861-ME. *(Cora Middleton, City Clerk)*

Councilwoman Harrison asked if there had been any successful Tort Claims filed and how could a citizen file a successful Tort Claim.

Attorney Ervin commented that he had read the report and OMAG's adjuster's determination. He stated that each claim should be considered individually, he then explained the process.

Councilwoman Harrison asked how long OMAG had been the City's insurance provider.

Manager Stasiak stated four (4) or five (5) years.

Attorney Ervin commented that he had been informed by the City Clerk that claimants were notified, in writing, if their claim was denied.

Mayor Browne commented that if the City were unaware of a problem, they would not be liable, only when the City became aware of the problem and failed to act would they be liable.

Manager Stasiak commented that the Council only saw the denials. They did not see the claims that were paid by the City's insurance. He then encouraged all citizens to install backflow preventers on their sewer lines.

A motion was made by Councilman Read and seconded by Councilman Smith to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 206861-ME.

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

AYE: Councilmember Read, Smith, Brown, Prichard & Mayor Browne

NAY: Councilmember Harrison

Mayor Browne declared the motion carried.

A motion to open a Public Hearing to address an ordinance adopting the "Moving McAlester Forward 2040 Comprehensive Plan" was made by Councilman Read and seconded by Councilman Smith.

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

AYE: Councilmembers Read, Smith, Brown, Harrison, Prichard & 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.

AN ORDINANCE ADOPTING THE MOVING MCALESTER FORWARD 2040 COMPREHENSIVE PLAN FOR THE CITY OF MCALESTER, DATED SEPTEMBER 2019, AND AMENDING SECTION 62-7 COMPREHENSIVE PLAN; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

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

AYE: Councilmembers Smith, Read, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:22 P.M.

Scheduled Business

1. Presentation of the McAlester Regional Health Center Quarterly Update. *(David Keith, McAlester Regional Health Center)*
Executive Summary
Presentation.

David Keith, CEO McAlester Regional Health Center addressed the Council updating them on the Hospital's activities and financial status as of their fourth (4th) quarter. He stated that the audit had not been completed at this time. Mr. Keith introduced the members of his administrative staff attending the meeting, Jim Frasher, Vice-President of Finance; Darryl Linnington, Regional Director of Financial Planning and Analysis; Shawn Howard, Vice-President of Support Services; Kim Stout, Vice-President Nursing and Operations; Dr. Tim Cathey, Vice-President of Medical Affairs; Jeff Warmuth, Director of Property Management and Chris Plunkett, SE Clinic Administrator/Director of Marketing. During the review and update each of the Hospital's Administrative staff discussed their areas expertise.

Throughout this update there was discussion concerning the Hospital's cash levels, yearly revenues, how quickly a patient would be seen at the Emergency Department, handling mental illness, if there was an inhouse lab, need for funding for mental illness, the proposed Mental Health Consortium, the Hospital's Sports Medicine program, Occupational Therapy, the Hospital's Residency program and how it affected the Hospital's recruitment.

There was no action taken on this item.

2. Consider and act upon, an ordinance adopting the Moving McAlester Forward 2040 Comprehensive Plan for the City of McAlester, dated September 2019, and amending

Section 62-7 Comprehensive plan; repealing all conflicting ordinances, and providing for severability. *(Jayme Clifton, Community Development Director)*

Executive Summary

Motion to act upon and approve the above ordinance adopting the Moving McAlester Forward 2040 Comprehensive Plan for the City of McAlester, dated September 2019, and amending Section 62-7 Comprehensive plan; repealing all conflicting ordinances, and providing for severability, and authorizing the Mayor to sign the ordinance.

Director Clifton addressed the Council presenting the final version of the Moving McAlester Forward 2040 Comprehensive Plan. She explained that the Planning Commission had reviewed the proposed ordinance to adopt the Plan on September 17, 2019 and voted unanimously to recommend the Plans adoption to the City Council.

Councilwoman Harrison asked if all of the changes had been made and if this was a replacement to the 1996 Plan or something that the Council needed to accept.

Director Clifton explained that there had been an initial plan adopted in 1978. That plan had been updated in 1996 and this new plan had been originally presented to Council on August 13, 2019. She added that this proposed plan would update the 1996 plan and this was the formal adoption. She stated that the action plan was being developed and this plan would be implemented per the recommendations made by the Public.

There was discussion concerning the input received from all groups including the public, reviewing the land development codes and moving forward with the recommendations from the public and the other plans that the City has.

ORDINANCE NO. 2668

AN ORDINANCE ADOPTING THE MOVING MCALESTER FORWARD 2040 COMPREHENSIVE PLAN FOR THE CITY OF MCALESTER, DATED SEPTEMBER 2019, AND AMENDING SECTION 62-7 COMPREHENSIVE PLAN; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

A motion to approve **ORDINANCE NO. 2668**, adopting the Moving McAlester Forward 2040 Comprehensive Plan for the City of McAlester was made by Councilman Read. The motion was seconded by Councilman Prichard, and the vote was taken as follows:

AYE: Councilmembers Read, Prichard, Harrison, Smith, Brown & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, accepting the bid amount of \$28,000 from Sunrise Construction, LLC for the Canal Wall Mitigation Program (Phase 1) Sandy Creek Tributary D (C St. to 4th St.) and authorize the Mayor to sign the notice of award for Canal Wall Mitigation Program – Phase I Sandy Creek Tributary D (C ST to 4th ST). *(Robert Vaughan, Infrastructure Solution Group)*

Executive Summary

The recommendation is to accept the bid amount of \$28,000 from Sunrise Construction for the Canal Wall Mitigation Program (Phase 1) Sandy Creek Tributary D (C St. to 4th St.) and authorize the Mayor to sign the notice of award for Canal Wall Mitigation Program – Phase I Sandy Creek Tributary D (C ST to 4th ST).

Robert Vaughan, P.E. Branch Manager for Infrastructure Solutions Group, LLC addressed the Council explaining that the City had advertised this project for bids. He stated that five (5) bids had been received and opened on Tuesday, September 17, 2019. He added that out of those bids the apparent low bidder had a mathematical error in their bid and once they had been made aware of the error, they voluntarily withdrew their bid. This had made Sunrise Construction, LLC the low bidder with a bid of \$28,000.00.

There was no other discussion, and a motion to accept the bid from Sunrise Construction, LLC in the amount of \$28,000.00 for the Canal Wall Mitigation Program (Phase 1) Sandy Creek Tributary D (C St. to 4th St.) and authorize the Mayor to sign the notice of award for Canal Wall Mitigation Program – Phase I Sandy Creek Tributary D (C ST to 4th ST) was made by Councilman Prichard. The motion was seconded by Councilman Smith, and the vote was taken as follows:

AYE: Councilmembers Prichard, Smith, Read, Brown, Harrison & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

New Business

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

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak informed the Council that he had approved an Emergency Change Order in the amount of \$17,100.00 for a problem found at 2nd Street and Choctaw Avenue in the Streetscape project. He explained that it was related to the Storm Drainage in that area. He added that it was discovered that a lot of the Storm Drainage was not connected and even with this additional amount the project was still below budget. He then reviewed his monthly report updating the Council on the Sales and Use tax receipts, he updated them on the twenty-inch (20") and thirty-inch (30") water line projects, the progress on Arvest Park and he finished with a detailed review of the Asphalt overlay and street reconstruction in each Ward.

There was a brief discussion concerning how the streets were selected for repair or maintenance, using traffic counts and how low traffic roads would be addressed.

Remarks and Inquiries by City Council

Councilman Read inquired about the railroad crossings at “A” and “D” Streets, commenting that “A” Street had been done and he asked Manager Stasiak to remind A-OK Railroad about the “D” Street intersection.

Manager Stasiak commented that he had been in contact with them and they informed him that they would get it on their schedule soon.

Councilman Brown asked for an update on the Retail Shopping Center.

Manager Stasiak reported that he had received an email from the developer today saying that most of the agreements were in place and he was anticipated closing within twenty-four (24) to forty-eight (48) hours.

Councilwoman Harrison stated that she had attended the Lt. Governor’s Tourism Summit and had been surprised to see that Old Town was not on the tour. She then thanked the City employees for their work on the North Town Cemetery and commented that the residents were enjoying Connally Park

Councilman Prichard inquired about the pole at Arvest Park and when it would be set. He also asked about the Highway 69 interchange, when construction would begin and how long construction would take.

Manager Stasiak commented that the pole should have already been set but the City had not heard a date from Public Service. Manager Stasiak stated that bidding was scheduled for the Spring and construction possibly in the Summer with one and a half (1 ½) years for construction.

Mayor’s Comments and Committee Appointments

Mayor Browne read a letter from Joe Brawley with PC Care, Inc. thanking the Council for the funding support of \$4,500.00.

Recess Council Meeting

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

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

AYE: Councilmembers Smith, Read, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:40 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:41 P.M.

Adjournment

There being no further business to come before the Council, Councilman Brown 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: Councilmembers Brown, Prichard, Smith, Read, Harrison & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 7:41 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**September 18, 2019
Thru
October 1, 2019**

PACKET : 18095 18105 18106 18112 18115 18123 18135 18136 18141 18146

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	ALISA COGGIN	I-201909182418	01 -4-0-408	AMBULANCES ALISA COGGIN:EMS REFUND	093410	45.30
	BOB THORNTON	I-201909182428	01 -5652331	EMPLOYEE TRAV BOB THORNTON:MEALS CODES CLASS	093411	30.02
	KRISTINA RIBEIRO	I-201909182429	01 -5324331	EMPLOYEE TRAV KRISTINA RIBEIRO:MEALS HOSTAGE	093412	20.74
	GEORGE GOMEZ	I-201909182430	01 -5225331	EMPLOYEE TRAV TOLLS-2019 OGITA ANN FALL ED	093413	14.00
	GEORGE GOMEZ	I-201909182430	01 -5225331	EMPLOYEE TRAV MILEAGE REIMB-2019 OGITA ANN F	093413	243.60
01-A00026	AT & T LONG DISTANCE					
	I-201909182416	01 -5215315	TELEPHONE UTI AUG 19 LONG DISTANCE	093414	53.68	
01-A00200	ADAM TRUE VALUE & AG SU					
	I-367631	01 -5542203	REPAIRS & MAI NITROGN	093455	40.00	
	I-368322	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093455	270.00	
01-A00219	ADVANCED DATA PROCESSIN					
	I-INVDPI30364	01 -5432308	CONTRACTED SE CONTRACT SVCS AUG 2019	093457	4,484.74	
01-A00267	AIRGAS, INC					
	I-9092287985	01 -5432202	OPERATING SUP SUPPLIES AS NEEDED	093458	44.62	
	I-9092540624	01 -5432202	OPERATING SUP SUPPLIES AS NEEDED	093458	73.13	
	I-9964591797	01 -5432202	OPERATING SUP SUPPLIES AS NEEDED	093458	652.56	
	I-9964824071	01 -5432202	OPERATING SUP SUPPLIES AS NEEDED	093458	188.70	
01-A00362	VYVE BROADBAND					
	I-201909182415	01 -5547328	INTERNET SERV SEPT 19-OAKHILL CEMTERY	093415	63.09	
	I-201909182415	01 -5431328	INTERNET SERV SEPT 19-FIRESTATION #2	093415	62.95	
	I-201909252433	01 -5865328	INTERNET SERV CENTRAL GARAGE SEPT 2019	093438	88.90	
	I-201909252434	01 -5431328	INTERNET SERV FIRE EMER RESP COMP-OCT 2019	093438	99.95	
01-A00454	AMAZON CAPITAL SERVICES					
	I-16X3-VXTK-WDJ9	01 -5215202	OPERATING SUP OFFICE SUPPLIES	093459	24.76	
	I-16X3-VXTK-WDJ9	01 -5542202	OPERATING SUP OFFICE SUPPLIES	093459	27.88	
	I-16X3-VXTK-WDJ9	01 -5653202	OPERATING SUP OFFICE SUPPLIES	093459	59.16	
	I-19P3-93PP-F6VG	01 -5212202	OPERATING SUP BOOK ENDS (CIC)	093459	15.99	
	I-19P3-93PP-F6VG	01 -5212202	OPERATING SUP 8.5X14 MIN BK (CIC)	093459	153.49	
	I-19P3-93PP-F6VG	01 -5212202	OPERATING SUP DESK DRAWER ORG(CIC)	093459	9.95	
	I-1DWN-TCCY-YQ39	01 -5211202	OPERATING SUP GUEST CHAIR (PAYROLL)	093459	76.60	
	I-1RNH-JN3K-D7F1	01 -5212202	OPERATING SUP 2 DRAWER CABINET(CIC	093459	49.49	
	I-IT9C-CTT6-LVHQ	01 -5548203	REPAIRS & MAI SECURITY CAMERA	093459	1,097.00	
01-A00525	AMERICAN PLANNING ASSOC					
	I-2019DUES	01 -5652330	DUES & SUBSCR 2019 APA MEM DUES OK CHAP	093460	216.00	
01-A00751	ATWOODS					
	I-5289/9	01 -5542203	REPAIRS & MAI 5 GAL BUCKET	093465	5.98	
	I-5318/9	01 -5542203	REPAIRS & MAI TIRE REPAIR ITEMS	093465	26.77	
	I-5319/9	01 -5542203	REPAIRS & MAI TIRE FOR 18X950-8 TURF MA	093465	59.99	
01-A00768	AT&T CORP DBA ACC BUSIN					

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00768	AT&T CORP DBA ACC BUSIN	continued				
	I-192590864	01 -5551328		INTERNET SERV JULY 19-FED BLDG INTER NET	093439	264.00
	I-192590864A	01 -5551328		INTERNET SERV AUG 19-FED BLDG INTERNET	093439	1,500.00
01-B00380	BOARD OF TEST FOR ALCOH					
	I-8656	01 -5321331		EMPLOYEE TRAV CHRIS KENNON/COURSE	093470	60.00
	I-8656	01 -5321331		EMPLOYEE TRAV J.BRANT/INTOX COURSE	093470	64.00
01-B00503	BROKEN ARROW ELECTRIC S					
	I-S2557620.001	01 -5548203		REPAIRS & MAI BLDG. MAINT REPAIR ITEMS	093472	115.10
	I-S2568987.001	01 -5548203		REPAIRS & MAI BLDG. MAINT REPAIR ITEMS	093472	2.32
	I-S2569325.001	01 -5548203		REPAIRS & MAI BLDG. MAINT REPAIR ITEMS	093472	252.86
	I-S2574183.001	01 -5548203		REPAIRS & MAI BLDG. MAINT REPAIR ITEMS	093472	84.79
01-C00149	CANON FINANCIAL SERVICE					
	I-20540003	01 -5215312		EQUIPMENT REN COPIER LEASE-UB&C SEPT 19	093416	101.00
	I-20540003	01 -5321202		OPERATING SUP COPIER LEASE-PATROL SEP19	093416	306.00
01-C00161	CARDIAC SCIENCE CORP					
	I-7370923	01 -5653213		SAFETY EXPENS AED BATTERY REPLACEMENT	093474	60.00
	I-7370991	01 -5432316		REPAIRS & MAI REPAIRS TO AED	093474	301.83
01-C00245	CATHEY & ASSOCIATES, L.					
	I-47319	01 -5548316		REPAIRS & MAI GARAGE DOOR REPAIRS	093475	44.95
01-C00354	CHAD WALLER					
	I-201909182420	01 -5544308		CONTRACT LABO UMPIRE 4 GAMES @ \$30/GAME	093417	120.00
	I-201909182427	01 -5544308		CONTRACT LABO UMPIRE 4 GAMES @ \$30/GAME	093417	120.00
01-C00469	CITY OF MCALESTER SPECI					
	I-201909302448	01 -5210115		DEFERRED COMP CM DEFERRED COMP JULY-SEPT 19	093452	1,035.00
01-C00840	CRAWFORD & ASSOCIATES P					
	I-12829	01 -5215302		CONSULTANTS CONSULTING FEES	093478	691.86
01-C00900	CYNTHIE CUMBIE dba CUST					
	I-308815	01 -5431207		CLOTHING ALLO UNIFORM SHIRTS	093479	176.00
01-D00170	DAVIS PIPE & SUPPLY					
	I-S1573879.001	01 -5542319		LIGHTS REPLAC REPLACEMENT BULBS	093481	6,225.71
01-D00413	DIGITAL ALLY INC					
	I-1109314	01 -5321316		REPAIRS & MAI BODY CAM REPLACEMENTS	093484	415.00
	I-1109315	01 -5321316		REPAIRS & MAI BODY CAM REPLACEMENTS	093484	415.00
	I-1109316	01 -5321316		REPAIRS & MAI BODY CAM REPLACEMENTS	093484	415.00
	I-1109317	01 -5321316		REPAIRS & MAI BODY CAM REPLACEMENTS	093484	415.00
01-D00540	DOLESE BROTHERS					
	I-AG19124840	01 -5865218		STREET REPAIR 1 1/2 INCH CRUSHER RUN	093485	876.30

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00540	DOLESE BROTHERS		continued			
	I-AG19125410	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093485	292.95
	I-AG19126048	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093485	866.61
	I-AG19128005	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093485	286.35
	I-AG19128573	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093485	1,521.70
	I-AG19129262	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093485	719.39
	I-AG19129863	01	-5865218	STREET REPAIR 1 1/2 INCH CRUSHER RUN	093485	271.21
01-D00684	DR. JASON MCELYEA					
	I-201909182426	01	-5432308	CONTRACTED SE CONTRACT SVC 9/1-9/15/19	093419	1,071.00
01-E00099	EAST JORDAN IRON WORKS					
	C-110190059580	01	-5865218	STREET REPAIR MANHOLE RINGS & LIDS	093486	478.48-
	I-110190057074	01	-5865218	STREET REPAIR MANHOLE RINGS & LIDS	093486	226.22
	I-110190080379	01	-5865218	STREET REPAIR MANHOLE RINGS & LIDS	093486	4,260.39
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-201909252440	01	-5214302	CONSULTANTS ERVIN & ERVIN ATTORNEYS AT LAW 000007		3,233.33
01-E00267	ERVIN & ERVIN SPECIAL P					
	I-09/24/19	01	-5214302	CONSULTANTS RANDY GREEN OPEN RECORD	093436	220.00
	I-09/24/19	01	-5214302	CONSULTANTS US V GREEN:WRIT OF GARNIS	093436	180.00
	I-09/24/19	01	-5214302	CONSULTANTS SCHRADER V CITY OF MCALES	093436	820.00
	I-09/24/19	01	-5214302	CONSULTANTS PROPOSED HOSPITAL LEGISLA	093436	160.00
	I-09/24/19	01	-5214302	CONSULTANTS MULT SUPPOENA:T/C W/STIPE	093436	260.00
	I-09/24/19	01	-5214302	CONSULTANTS VYVE PERMIT MATTER	093436	100.00
01-I00049	IDEAL CLEANING					
	I-3436	01	-5548308	CONTRACTED SE CLEANING ALL CITY BLDGS	093491	3,000.00
01-I00140	INDIAN NATION WHOLESALE					
	I-7177069	01	-5544202	OPERATING SUP CONCESSION SUPPLIES	093492	530.85
01-I00195	INTEGRIS OCCUPATIONAL H					
	I-2019-25921	01	-5431305	PHYSICALS NEW HIRE PHYSICAL	093494	475.00
01-J00121	JAMESCO ENTERPRISES, LL					
	I-19559	01	-5215202	OPERATING SUP JANITORIAL SUPPLIES	093496	241.90
	I-21162	01	-5542202	OPERATING SUP JANITORIAL SUPPLIES	093496	109.06
	I-21162	01	-5543202	OPERATING SUP JANITORIAL SUPPLIES	093496	109.06
	I-21162	01	-5544202	OPERATING SUP JANITORIAL SUPPLIES	093496	109.06
	I-21162	01	-5547202	OPERATING SUP JANITORIAL SUPPLIES	093496	109.07
	I-21176	01	-5542202	OPERATING SUP JANITORIAL SUPPLIES	093496	229.20
	I-21176	01	-5543202	OPERATING SUP JANITORIAL SUPPLIES	093496	229.20
	I-21176	01	-5544202	OPERATING SUP JANITORIAL SUPPLIES	093496	229.20
	I-21176	01	-5547202	OPERATING SUP JANITORIAL SUPPLIES	093496	229.22
01-J00214	JEREMY JEWELL					
	I-201909182419	01	-5544308	CONTRACT LABO 4 GAMES @ \$30/GAME	093420	120.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00435	JORDAN CARRIS AGENCY	I-9/24/2019	01 -5212202	OPERATING SUP NOTARY BOND FEE/J. OLIVER	093498	30.00
01-K00159	BSN SPORTS	I-906105173	01 -5544203	REPAIRS & MAI BASE PLUGS	093500	114.29
01-L00325	LIBERTY FLAGS INC	I-90762	01 -5431202	OPERATING SUP FLAGS FOR FIRE STATIONS	093506	38.05
01-L00380	LOCKE SUPPLY CO.	I-38194269-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093508	23.34
		I-38268018-00	01 -5542203	REPAIRS & MAI LINE REPAIR ITEMS	093508	66.40
		I-38272797-00	01 -5542203	REPAIRS & MAI RECT BOX, RECT VALVE BOX,	093508	57.92
		I-38343788-00	01 -5548203	REPAIRS & MAI BLDG MAINT&REPAIR ITEMS	093508	5.78
01-L00428	LOWE'S CREDIT SERVICES	I-01591/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093509	56.95
		I-02136	01 -5548203	REPAIRS & MAI HOSE, TAPE	093509	31.28
		I-02373	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093509	53.80
		I-02567/9	01 -5548203	REPAIRS & MAI BLD MAINT REPAIR ITEMS	093509	85.49
		I-02879	01 -5432203	REPAIR & MAIN SUPPLIES AS NEEDED	093509	9.40
		I-06123	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093509	85.44
		I-06572	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093509	20.92
		I-07461/9	01 -5432203	REPAIR & MAIN SUPPLIES AS NEEDED	093509	60.72
		I-902959	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093509	32.98
		I-94422	01 -5431202	OPERATING SUP WASH MACHINE /STATION 4	093509	473.10
01-M00280	FUSION FORMERLY MEGAPAT	I-201909252435	01 -5215315	TELEPHONE UTI OCT 2019 LONG DISTANCE	093441	443.57
01-M00480	MILLER GLASS COMPANY, I	I-21147	01 -5548316	REPAIRS & MAI PLEXIGLASS	093511	75.00
01-M00487	MILLER OFFICE EQUIPMENT	I-MOE132700	01 -5215312	EQUIPMENT REN AUG 19 COPIER SERVICE	093512	734.63
01-M00570	MCKESSON MEDICAL-SURGIC	I-64151750	01 -5432202	OPERATING SUP SUPPLIES AS NEEDED	093513	388.95
01-M00635	MUSTANG EQUIPMENT LEAS	I-MLS130370	01 -5215312	EQUIPMENT REN COPIER LEASE 09/2019	093442	576.00
01-MC0140	MCALESTER PAINT & SUPPL	I-00143137	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	093515	135.36
01-MC0146	PITTSBURG COUNTY EMERGE	I-201909272444	01 -5101353	PITTSBURG EME OCT 2019 EMER MNGT SVC	093516	4,166.67
01-N00028	NATHAN R OSBORNE DBA SO					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00028	NATHAN R OSBORNE DBA SO	continued				
	I-11	01 -5652318	ABATEMENTS	CONTRACT ABATEMENT MOWING	093517	945.00
01-N00250	MCALESTER NEWS CAPITAL					
	I-300026986	01 -5212317	ADVERTISING & COUNCIL&	ORD#2665	093518	14.35
	I-300026987	01 -5212317	ADVERTISING & COUNCIL&	ORD#2665	093518	62.90
01-N00346	NOVALCO INC					
	I-194-217	01 -5548316	REPAIRS & MAI	REPAIRS-HANDICAP DOOR	093520	1,776.47
01-O00039	OCCUPATIONAL MEDICINE					
	I-0024000000000(9-14	01 -5653348	DRUG TESTING/	PYSICAL AGILITY TESTING	093521	392.00
01-O00075	O'REILLY AUTO PARTS					
	C-241223	01 -5432316	REPAIRS & MAI	SUPPLIES AS NEEDED	093522	6.92-
	I-274810	01 -5432316	REPAIRS & MAI	SUPPLIES AS NEEDED	093524	64.90
01-O00520	OIL-OK INDEPENDENT LIVI					
	I-10082019-2015-2016	01 -5101355	OIL-OK FOR IN	CONTRACT-OK FOR INDEPENDENT LI	093527	2,000.00
01-O00530	OML-OK MUNICIPAL LEAGUE					
	I-10547905	01 -5210331	EMPLOYEE TRAV	GRANTS SUMMIT ATTENDANCE	093528	125.00
01-O00610	OTA PIKEPASS CENTER					
	I-20190800206	01 -5542331	EMPLOYEE TRAV	TOLL USAGE	093529	14.65
	I-201909272442	01 -5210331	EMPLOYEE TRAV	PIKEPASS\TONI ERVIN	093530	40.00
01-P00023	P & K EQUIPMENT, INC					
	I-3424617	01 -5542203	REPAIRS & MAI	PK-54 LAMP, HOOD	093531	52.98
	I-3425277	01 -5542203	REPAIRS & MAI	PK-53 DIAL KNOB	093531	10.12
01-P00242	PETER STASIAK					
	I-201909302449	01 -5210112	VEHICLE ALLOW	MNTHLY AUTO ALLOWANCE 10/01/19	093453	500.00
01-P00250	PETTY CASH					
	I-201910012450	01 -5321202	OPERATING SUP	TAG&TITLE NEW ANIMAL CONTROL	093454	46.05
	I-201910012450	01 -5652336	FEES	CO CLERK FILING FEE	093454	15.00
	I-201910012450	01 -5551203	REPAIRS & MAI	STAIN FOR CLERK WINDOW-FED BLD	093454	26.59
	I-201910012450	01 -5101202	OPERATING SUP	COUNCIL EXECUTIVE SESSION	093454	100.00
	I-201910012450	01 -5652336	FEES	LIEN RELEASE COUNTY CLERK OFFI	093454	19.00
	I-201910012450	01 -5321331	EMPLOYEE TRAV	MEAL REIMB-MAFIA MEETING MUSKO	093454	22.67
	I-201910012450	01 -5321331	EMPLOYEE TRAV	MEAL REIMB-MAFIA MEETING MUSKO	093454	13.95
	I-201910012450	01 -5321331	EMPLOYEE TRAV	MEAL REIMB-MAFIA MEETING MUSKO	093454	15.09
	I-201910012450	01 -5652336	FEES	LIEN RELEASE COUNTY CLERK OFFI	093454	15.00
	I-201910012450	01 -5543203	REPAIRS & MAI	MAINT ITEMS CARL ALBERT BLDG	093454	14.31
	I-201910012450	01 -5215317	POSTAGE	PRIORITY EXPRESS MAIL LAND&WAT	093454	30.80
	I-201910012450	01 -5865331	EMPLOYEE TRAV	TOLL FOR GRADALL S-37	093454	2.75
	I-201910012450	01 -5865202	OPERATING SUP	TAG&TITLE 2019 DUMP TRUCKS	093454	173.10
	I-201910012450	01 -5210480	CONTINGENCY	REFURB PHOTO MPD OFF D.SHEEHAN	093454	50.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH	continued				
		I-201910012450	01 -5652336	FEES CO CLERK FILING FEES	093454	15.00
		I-201910012450	01 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE	093454	34.81
		I-201910012450	01 -5324207	CLOTHING ALLO BOOT/SHOE ALLOWANCE	093454	43.89
		I-201910012450	01 -5431202	OPERATING SUP COPIES REG FORMS 2012&15 FORD	093454	2.00
		I-201910012450	01 -5653215	AWARDS/NUC PR DECOR FOR FY 19/20 AWARD DINNE	093454	100.00
		I-201910012450	01 -5431202	OPERATING SUP WEEDEATER STRING	093454	8.77
		I-201910012450	01 -5865331	EMPLOYEE TRAV LUNCH-OU DUMPTRUCKS (3 PEOPLE)	093454	44.72
		I-201910012450	01 -5324207	CLOTHING ALLO REIMB SHOE/BOOT ALLOWANCE	093454	32.84
		I-201910012450	01 -5432331	EMPLOYEE TRAVE MEALS-TULSA TRAUMA/STROKE TRAI	093454	43.15
		I-201910012450	01 -5215310	EDUCATION PRO DONUTS-INCODE TRAINING	093454	15.04
		I-201910012450	01 -4-0-625	REIMBURSEMENT 7.50 LONG IN PETTY CASH DRAWER	093454	7.50
01-P00310	PITNEY BOWES INC					
	I-3309819899		01 -5215312	EQUIPMENT REN LEASE ON POSTAGE MACHINE	093533	1,305.36
01-P00439	PRAETORIAN GROUP, INC d					
	I-010135-2553		01 -5432331	EMPLOYEE TRAVE RENEWAL FEE-EMS TRAIN'G	093535	2,016.00
01-P00510	PRO-KIL, INC					
	I-180680		01 -5548316	REPAIRS & MAI PEST CONTROL@CITY HALL	093537	170.00
01-Q00006	QUALITY CABINETRY/ AARO					
	I-15555		01 -5321202	OPERATING SUP FRAMING/WINDOWS	093538	2,675.00
01-Q00035	QUILL OFFICE SUPPLIES,					
	I-1190228		01 -5210202	OPERATING SUP OFFICE SUPPLIES	093540	54.95
	I-1190228		01 -5215202	OPERATING SUP OFFICE SUPPLIES	093540	22.99
01-R00104	EVERETT R HOLLAR					
	I-1732		01 -5215310	EDUCATION PRO INCODE TRAINING FEE	000008	5,063.58
01-S00180	OKLA SECRETARY OF STATE					
	I-09/24/19		01 -5212202	OPERATING SUP NOTARY RENEWAL APP FEE	093543	20.00
01-S00184	SECURITY BANK CARD CENT					
	I-201909182417		01 -5210331	EMPLOYEE TRAV MEAL-PETE	093422	28.22
	I-201909182417		01 -5210480	CONTINGENCY SANTA SLEIGH & REINDEER/PETE	093422	3,320.10
	I-201909182417		01 -5432331	EMPLOYEE TRAVE INTERPROF TRAUM&STROKE SYMPOSI	093422	125.00
	I-201909182417		01 -5432331	EMPLOYEE TRAVE INTERPROF TRAUM&STROKE SYMPOSI	093422	125.00
	I-201909182417		01 -5431331	EMPLOYEE TRAV MEAL-FIRE MARSHAL CONF-BOBBY T	093422	7.01
	I-201909182417		01 -5431331	EMPLOYEE TRAV MEAL-FIRE MARSHAL CONF-BOBBY T	093422	6.52
	I-201909182417		01 -5431331	EMPLOYEE TRAV MEAL-FIRE MARSHAL CONF-BOBBY T	093422	23.90
	I-201909182417		01 -5431331	EMPLOYEE TRAV HOTEL-FIRE MARSHAL CONF-BOBBY T	093422	282.00
	I-201909182417		01 -5321202	OPERATING SUP CLOTHES RACKS FOR POLICE UNIFO	093422	164.94
	I-201909182417		01 -5321331	EMPLOYEE TRAV MEAL-TULSA RADO AC-1&REWIR U67	093422	53.99
	I-201909182417		01 -5215339	FLEET MAINTEN CAR WASH-TONI	093422	9.00
	I-201909182417		01 -5321331	EMPLOYEE TRAV MEAL-ALERT SCHOOL-TREY ROBERTS	093422	9.14
	I-201909182417		01 -5321331	EMPLOYEE TRAV MEAL-ALERT SCHOOL-TREY ROBERTS	093422	12.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00184	SECURITY BANK CARD CENT	continued				
	I-201909182417	01	-5321331	EMPLOYEE TRAV MEAL-ALERT SCHOOL-TREY ROBERTS	093422	18.73
	I-201909182417	01	-5321331	EMPLOYEE TRAV MEAL-ALERT SCHOOL-TREY ROBERTS	093422	3.79
	I-201909182417	01	-5321331	EMPLOYEE TRAV MEAL-ALERT SCHOOL-TREY ROBERTS	093422	9.99
	I-201909182417	01	-5321331	EMPLOYEE TRAV MEAL-ALERT SCHOOL-TREY ROBERTS	093422	18.66
	I-201909182417	01	-5321331	EMPLOYEE TRAV HOTEL-ALERT SCHOOL-TREY ROBERT	093422	188.00
	I-201909182417	01	-5865331	EMPLOYEE TRAV MEAL-PU GRADALL	093422	28.38
	I-201909182417	01	-5210202	OPERATING SUP LUNCH-UTM-13 SANDWICHES	093422	132.99
	I-201909182417	01	-5210202	OPERATING SUP LUNCH-STREETS APPRE-18 LUNCHES	093422	167.52
01-S00190	SECURITY SYS. & ENG. IN					
	I-32483	01	-5548316	REPAIRS & MAI ALARM FEE LIBRARY	093544	110.00
01-S00249	MORGAN STANLEY SMITH BA					
	I-10082019-2019-2020	01	-5215110	PENSION - DEF OCT 2019- GENERAL CONTRIBUTION	093546	27,957.06
01-S00290	THE SHERWIN WILLIAMS					
	I-4978-7	01	-5542203	REPAIRS & MAI PRIMER/PAINT LAKE BATH RM	093547	420.40
01-S00329	SHRED-IT US JV LLC dba					
	I-8218132762	01	-5212308	CONTRACTED SE SEPT SHRED PICKUP	093548	58.50
01-S00726	STAPLES BUSINESS ADVANT					
	I-3426188843	01	-5215202	OPERATING SUP SUPPLIES FOR OFFICE	093551	27.86
	I-3426188844	01	-5211202	OPERATING SUP OFFICE CHAIR-PAYROLL	093551	129.99
01-S00956	SWANK MOTION PICTURES,					
	I-RG 2748111	01	-5215202	OPERATING SUP SEPT 28 THE GRINCH	093553	463.00
01-T00010	T. H. ROGERS LUMBER CO.					
	I-571387	01	-5865218	STREET REPAIR FORMING MATERIALS	093554	69.16
01-T00320	THYSSENKRUPP ELEVATOR C					
	I-5001138846	01	-5548318	ELEVATOR MAIN ELEV MAINT FEE EXPO	093557	399.00
	I-6000384197	01	-5551318	ELEVATOR MAIN REPAIR ELEVAT FED BLDG	093557	3,630.00
01-T00499	TRACTOR SUPPLY COMPANY					
	I-358803	01	-5542203	REPAIRS & MAI 40" REACH/GRAB TOOL	093558	41.98
01-U00128	UNITED PACKAGING & SHIP					
	I-19-00367	01	-5321202	OPERATING SUP SEND PACKAGES AS NEEDED	093563	20.42
	I-271053	01	-5432202	OPERATING SUP SHIPPING FEES/AED REPAIR	093563	31.08
01-V00150	VULCAN SIGN					
	I-346294	01	-5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	093564	1,272.00
	I-346538	01	-5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	093564	1,574.00
01-W00040	WALMART COMMUNITY BRC					
	I-03610	01	-5431202	OPERATING SUP SUPPLIES AS NEEDED	093565	22.70

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VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC		continued			
	I-05138	01 -5431202	OPERATING SUP	SUPPLIES AS NEEDED	093565	108.43
	I-05146	01 -5215316	REPAIRS & MAI	BREAST FEEDING\ PUMP AREA	093565	56.08
	I-05146	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	093565	46.88
	I-05446	01 -5431202	OPERATING SUP	SUPPLIES AS NEEDED	093565	85.50
	I-06758	01 -5215310	EDUCATION PRO	INCODE TRAINING SUPPLIES	093565	14.52
	I-900871	01 -5321202	OPERATING SUP	5 GAL WATER EXCHANGE	093565	19.50
	I-904829	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	093565	99.80
	I-906026	01 -5215310	EDUCATION PRO	INCODE TRAINING SUPPLIES	093565	36.74
	I-906947	01 -5215310	EDUCATION PRO	INCODE TRAINING SUPPLIES	093565	26.78
	I-907027	01 -5215310	EDUCATION PRO	INCODE TRAINING SUPPLIES	093565	5.34
	I-908599	01 -5544202	OPERATING SUP	CONCESSION SUPPLIES	093565	64.83
01-W00151	WAV11, LLC					
	I-10631	01 -5215330	DUES & SUBSCR	OCT 2019 EMAIL ACCESS	093567	2,124.00
01-W00381	WILLIAM D ROBERTSON					
	I-201909182421	01 -5544308	CONTRACT LABO	UMPIRE 4 GAMES @ \$30/GAME	093426	120.00
01-Z00003	ZUMA OFFICE SUPPLY					
	I-173042	01 -5213202	OPERATING SUP	OFFICE SUPPLIES	093570	59.30
	I-173042	01 -5215202	OPERATING SUP	OFFICE SUPPLIES	093570	38.71
			FUND	01 GENERAL FUND	TOTAL:	111,923.09

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND					
		I-201909252433	02 -5973328	INTERNET SERV E WWP SEPT 2019	093438	62.86
01-A00454	AMAZON CAPITAL SERVICES					
		I-16X3-VXTK-WDJ9	02 -5267202	OPERATING SUP OFFICE SUPPLIES	093459	24.75
01-A00751	ATWOODS					
		I-5129/9	02 -5216202	OPERATING SUP PIPE WRENCH,WASP SPRAY	093465	22.93
01-A00768	AT&T CORP DBA ACC BUSIN					
		I-192551506	02 -5267315	TELEPHONE UTI AUG 19 CITY HALL INTERNET	093439	882.07
01-C00840	CRAWFORD & ASSOCIATES P					
		I-12829	02 -5267302	CONSULTANTS CONSULTING FEES	093478	345.94
01-D00158	DAVID T HARDGRAVE					
		I-4-20-03	02 -5973302	CONSULTANTS (PRETREATMENT CONSULT	093480	2,200.00
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-OE 4539500	02 -5975331	EMPLOYEE TRAV EXAM FEE/CHAD KELLY	093483	62.00
01-D00540	DOLESE BROTHERS					
		I-AG19129864	02 -5975218	STREET REPAIR 1 1/2 "CRUSHER RUN GRAVE	093485	1,212.54
		I-AG19130501	02 -5975218	STREET REPAIR 1 1/2 "CRUSHER RUN GRAVE	093485	1,623.07
		I-AG19131128	02 -5975218	STREET REPAIR 1 1/2 "CRUSHER RUN GRAVE	093485	1,550.56
01-F00037	FASTENAL					
		I-OKMCA17549	02 -5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093489	127.33
		I-OKMCA175673	02 -5975202	OPERATING SUP LINE LOCATOR SUPPLIES	093489	15.18
		I-OKMCA175693	02 -5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093489	21.54
		I-OKMCA175745	02 -5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093489	14.79
		I-OKMCA17586	02 -5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093489	93.78
		I-OKMCA175905	02 -5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093489	44.03
		I-OKMCA175922	02 -5973203	REPAIRS & MAI SUPPLIES BOTH PLANTS	093489	9.14
01-J00121	JAMESCO ENTERPRISES, LL					
		I-19559	02 -5267202	OPERATING SUP JANITORIAL SUPPLIES	093496	241.90
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201909182413	02 -5267313	ELECTRIC UTIL UTM AUG 19 ELECTRIC	093421	526.15
01-K00225	KI BOIS COMMUNITY ACTIO					
		I-09/30/2019	02 -5866307	CONTRACTED RE RECYCLING CENTER LABOR	093504	1,800.00
01-L00429	LOVE BOTTLING CO.					
		I-126687	02 -5973203	REPAIRS & MAI DISTILLED WATER	093510	81.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-19/20-33578	02 -5871330	DUES & SUBSCR YEARLY SUBSCRIPTION	093518	203.88

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 FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS					
		I-0230-274623	02 -5973203	REPAIRS & MAI HI-PWR BELT	093523	32.46
		I-0230-274806	02 -5973203	REPAIRS & MAI HI-PWR BELT, SOCKET	093523	143.82
01-000275	OKLA DEPT OF COMMERCE					
		I-10082019-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	093526	1,145.83
01-P00250	PETTY CASH					
		I-201910012450	02 -5871202	OPERATING SUP FILE PERM EASEMENT CDBG CONNAL	093454	13.00
		I-201910012450	02 -5973203	REPAIRS & MAI ALUMINUM FOIL STERILATION WWP	093454	6.04
		I-201910012450	02 -5975202	OPERATING SUP REPLACE TAG 2015 DUMP TRUCK	093454	10.50
01-Q00035	QUILL OFFICE SUPPLIES,					
		I-1190228	02 -5267202	OPERATING SUP OFFICE SUPPLIES	093540	22.98
01-R00412	RPM STAFFING PROFESSION					
		I-100032	02 -5975308	CONTRACTED SE TEMP EMPLOYEE-UTM	093541	621.76
		I-100110	02 -5975308	CONTRACTED SE TEMP EMPLOYEE-UTM	093541	777.20
01-S00184	SECURITY BANK CARD CENT					
		I-201909182417	02 -5871202	OPERATING SUP BUYROLLS-PLOTTER PAPER	093422	123.90
		I-201909182417	02 -5975331	EMPLOYEE TRAV MEAL-WATER OPER CERT-CHAD KELL	093422	10.29
		I-201909182417	02 -5975331	EMPLOYEE TRAV MEAL-WATER OPER CERT-CHAD KELL	093422	13.99
		I-201909182417	02 -5975331	EMPLOYEE TRAV MEAL-WATER OPER CERT-CHAD KELL	093422	7.97
		I-201909182417	02 -5975331	EMPLOYEE TRAV MEAL-WATER OPER CERT-CHAD KELL	093422	7.95
		I-201909182417	02 -5975331	EMPLOYEE TRAV MEAL-WATER OPER CERT-CHAD KELL	093422	8.98
		I-201909182417	02 -5975331	EMPLOYEE TRAV MEAL-WATER OPER CERT-CHAD KELL	093422	11.51
		I-201909182417	02 -5975331	EMPLOYEE TRAV MEAL-WATER OPER CERT-CHAD KELL	093422	15.49
01-S00249	MORGAN STANLEY SMITH BA					
		I-10082019-2019-2020	02 -5267110	PENSION - DEF OCT 2019- MPWA CONTRIBUTION	093546	5,603.92
01-S00580	AT & T					
		I-201909182414	02 -5267315	TELEPHONE UTI DATA LINE SEPT 19	093424	776.00
01-S00710	STANDARD MACHINE LLC					
		I-259021	02 -5973316	REPAIRS & MAI GUARDS/WEST PLANT #2BASIN	093550	458.00
01-S00726	STAPLES BUSINESS ADVANT					
		I-3426188843	02 -5267202	OPERATING SUP SUPPLIES FOR OFFICE	093551	27.86
01-T00052	TECHNICAL PROGRAMMING S					
		I-104614	02 -5216336	MAILING FEES UB&C MAILING FEES Z2	093555	1,056.76
		I-104614	02 -5216317	POSTAGE UB&C POSTAGE FEES Z2	093555	1,266.92
01-U00051	UTILITY SUPPLY CO., INC					
		I-131077	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	093560	527.49
		I-131078	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	093560	66.16
		I-131079	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	093560	65.93

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00051	UTILITY SUPPLY CO., INC	continued				
	I-131080	02 -5216202	OPERATING SUP METER READER SUPPLIES	093560	153.24	
	I-131081	02 -5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	093560	275.30	
01-U00128	UNITED PACKAGING & SHIP					
	I-272051	02 -5871202	OPERATING SUP SHIPPING FEES/ OPEN PO	093563	22.47	
01-V00072	VERIZON WIRELESS SERVIC					
	I-9838059465	02 -5216328	INTERNET SERV SEPT 19-AMI BASE STATIONS	093445	50.04	
01-Z00003	ZUMA OFFICE SUPPLY					
	I-173042	02 -5267202	OPERATING SUP OFFICE SUPPLIES	093570	38.70	
			FUND	02	MPWA	
				TOTAL:	24,527.90	

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VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00249	MORGAN STANLEY SMITH BA					
		I-10082019-2019-2020	03 -5876110	PENSION-DEFIN OCT 2019- AIRPORT CONTRIBUTION	093546	360.26
				FUND 03 AIRPORT AUTHORITY	TOTAL:	360.26

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FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00054	DANIEL E. REAGAN					
		I-201909182422	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	093418	225.00
		I-201909182423	08 -5549308	CONTRACT SERV MILEAGE REIMB MEAL DELIVERY	093418	140.94
01-J00121	JAMESCO ENTERPRISES, LL					
		I-21162	08 -5549202	OPERATING SUP JANITORIAL SUPPLIES	093496	109.06
		I-21176	08 -5549202	OPERATING SUP JANITORIAL SUPPLIES	093496	229.20
01-P00250	PETTY CASH					
		I-201910012450	08 -5549202	OPERATING SUP TAG&TITLE 2019 FORD GLAVAL SEN	093454	61.85
01-S00249	MORGAN STANLEY SMITH BA					
		I-10082019-2019-2020	08 -5549110	PENSION-DEFIN OCT 2019- NUTRITION CONTRIB	093546	583.41
01-S00407	SOCORRO BARNETT					
		I-201909182424	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	093423	250.00
		I-201909182425	08 -5549308	CONTRACT SERV MILEAGE REIMB MEAL DELIVERY	093423	162.40
01-S00580	AT & T					
		I-201909252438	08 -5549315	TELEPHONE UTI SEPT 2019-NUTRITION	093444	452.45
				FUND 08 NUTRITION	TOTAL:	2,214.31

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VENDOR SET: Mult

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL	I-208	09 -5864365	ALFA ESCROW L LNDFILL PARTICIPATION FEE	093464	4,315.00
01-B00244	BIG MAC TANK TRUCKS, LL	I-MID00168974	09 -5864327	SUB TITLE D E LEACHATE REMOVAL	093469	920.00
	I-MID00171376	09 -5864327	SUB TITLE D E LEACHATE REMOVAL	093469	920.00	
01-E00242	ENVIRO CLEAN CARDINAL L	I-CON1036	09 -5864327	SUB TITLE D E ENVIRO CLEAN CARDINAL LLC	093487	1,015.00
01-F00016	FAIRBANKS SCALES, INC	I-1467663	09 -5864327	SUB TITLE D E REPAIRS SCALES/LANDFILL	093488	1,245.00
				FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		8,415.00

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 FUND : 27 TOURISM FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND	I-201909252434	27 -5655328	INTERNET SERV TOURISM-OCT 2019	093438	86.77
01-B00490	BRIGGS PRINTING	I-PC-69016	27 -5655318	PRINTING PRINTING BROCHURES	093471	98.91
01-C00149	CANON FINANCIAL SERVICE	I-20569721	27 -5655318	PRINTING COPIER LEASE/TOUR	093440	71.00
01-C00337	CERTIFIED FOLDER DISPLA	I-569860	27 -5655214	TOURISM EXPEN BROCHURE DISTIR YRL FEE	093476	3,261.24
01-K00208	CHOCTAW COUNTRY	I-INVOICE# 1	27 -5655318	PRINTING 1/2 PG AD OK STATE TRAVEL	093503	3,850.00
		I-INVOICE# 12	27 -5655318	PRINTING FACT,FIGURES&FUTURE BOOKS	093503	963.50
01-MC0134	MCALESTER MAIN STREET	I-10082019-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	093514	1,250.00
01-P00250	PETTY CASH	I-201910012450	27 -5655214	TOURISM EXPEN BAND 4TH OF JULY	093454	100.00
		I-201910012450	27 -5655214	TOURISM EXPEN BAND 4TH OF JULY	093454	100.00
		I-201910012450	27 -5655202	OPERATING SUP PU POSTAGE DUE LETTER	093454	0.90
		I-201910012450	27 -5655202	OPERATING SUP BASKETS-TOURISM-4 BAGS BASKETS	093454	50.00
01-P00450	PRIDE IN MCALESTER	I-10082019-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	093536	2,500.00
01-S00184	SECURITY BANK CARD CENT	I-201909182417	27 -5655214	TOURISM EXPEN SNOWONDER SNOW MACHINE/CHRISTM	093422	724.00
01-S00249	MORGAN STANLEY SMITH BA	I-10082019-2019-2020	27 -5655110	PENSION-DEFIN OCT 2019- TOURSIM CONTRIB	093546	224.28
01-T00500	TRACY PARROTT, DBA PARR	I-201909272443	27 -5655340	OFFICE RENT OCT 2019 OFFICE RENT	000000	1,292.50
01-W00040	WALMART COMMUNITY BRC	I-904961	27 -5655214	TOURISM EXPEN MISC OFFICE SUPPLIES	093565	164.79
			FUND 27 TOURISM FUND	TOTAL:		14,737.89

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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-192574441	28 -5654328	INTERNET SERV AUG 19-EXPO INTERNET	093439	661.00
01-B00180	UNION IRON WORKS, INC.	I-S2167146.001	28 -5654203	REPAIR & MAIN TOILET&PARTS FOR RESTROOM	093468	150.89
01-C00149	CANON FINANCIAL SERVICE	I-20569721	28 -5654202	OPERATING SUP COPIER LEASE/EXPO	093440	77.00
01-C00361	CD SERVICES	I-3765	28 -5654316	REPAIRS & MAI CLEAN SEPTIC TANK/CK LINE	093477	650.00
01-P00210	PEPSI COLA	I-10008846	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	093532	545.25
01-P00250	PETTY CASH	I-201910012450	28 -5654202	OPERATING SUP KEYS FOR RECYCLE CENTER	093454	10.00
01-P00560	PSO/SOUTHWESTERN ELECTR	I-201909252437	28 -5654313	ELECTRIC UTIL SEPT 2019-EXPO RV PRK	093443	717.29
01-S00249	MORGAN STANLEY SMITH BA	I-10082019-2019-2020	28 -5654110	PENSION-DEFIN OCT 2019- EXPO CONTRIBUTION	093546	518.18
01-W00040	WALMART COMMUNITY BRC	I-900575	28 -5654210	CONCESSION SU CONCESSION ITEMS	093565	94.34
			FUND 28 SE EXPO CENTER	TOTAL:		3,423.95

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VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH					
		I-201910012450	29 -5324207	CLOTHING ALLO REIMB SHOE/BOOT ALLOWANCE	093454	42.39
01-S00249	MORGAN STANLEY SMITH BA					
		I-10082019-2019-2020	29 -5324110	PENSION-DEFIN OCT 2019- E911 CONTRIBUTION	093546	1,496.01
01-S00580	AT & T					
		I-201909182414	29 -5324401	CAPITAL OUTLA EQUIP LEASE SEPT 19	093424	2,403.33
01-W00392	WINDSTREAM CORPORATION					
		I-201909252436	29 -5324315	TELEPHONE UTI SEPT 2019-911 CO TRUNK LINE	093446	473.59
				FUND 29 E-911	TOTAL:	4,415.32

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
JAYME CLIFTON	I-201909252439	30 -5652331	EMPLOYEE TRAV MEALS MDSA STAMPEDE	093437	85.17	
JAYME CLIFTON	I-201909252439	30 -5652331	EMPLOYEE TRAV TRANSPORTATION MDSA STAMPEDE	093437	26.25	
01-C00149	CANON FINANCIAL SERVICE					
	I-20569721	30 -5652202	OPERATING SUP COPIER LEASE ECON DEV	093440	28.00	
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-17-03A-04	30 -5652402	ECONOMIC DEV GRANT PROJ/ECON DEV.	093493	14,900.00	
01-MC0134	MCALESTER MAIN STREET					
	I-10082019-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	093514	1,250.00	
01-O00275	OKLA DEPT OF COMMERCE					
	I-10082019-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	093525	282.50	
01-P00450	PRIDE IN MCALESTER					
	I-10082019-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	093536	2,500.00	
01-S00184	SECURITY BANK CARD CENT					
	I-201909182417	30 -5652350	BUSINESS DEVE LUNCH-ELEC VEH CHARG STAT-KIRK	093422	41.19	
	I-201909182417	30 -5652331	EMPLOYEE TRAV FLIGHT-2019 ANN STAMPEDE-KIRK	093422	225.98	
	I-201909182417	30 -5652331	EMPLOYEE TRAV FLIGHT-2019 ANN STAMPEDE-JAYME	093422	276.97	
	I-201909182417	30 -5652331	EMPLOYEE TRAV FLIGHT-2019 ANN STAMPEDE-TONI	093422	381.96	
	I-201909182417	30 -5652331	EMPLOYEE TRAV HOTEL-GOV WORKFORCE& ECON DEV	093422	104.38	
	I-201909182417	30 -5652350	BUSINESS DEVE LUNCH 20 ATTEN, OK SE ANN MEET	093422	465.25	
01-S00249	MORGAN STANLEY SMITH BA					
	I-10082019-2019-2020	30 -5652114	PENSION-DEFIN OCT 2019- ECON DEV CONTRIBUTIO	093546	324.67	
FUND	30	ECONOMIC DEVELOPMENT	TOTAL:		20,892.32	

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VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING	I-92519-02	32 -5215334	OSU WELLNESS DESIGN /PRINTED MATERIALS	093471	210.00
			FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:	210.00

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VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS					
	I-8117923341662	35	-5862203	REPAIRS & MAI VAN-1	093456	87.09
	I-8117925571291	35	-5862203	REPAIRS & MAI VAN-1	093456	149.39
	I-8117926871480	35	-5862203	REPAIRS & MAI VAN-1	093456	45.50
01-B00043	B & S SUPPLY, INC.					
	I-66090	35	-5862203	REPAIRS & MAI CASE OF GLASS CLEANER	093466	39.60
	I-66090	35	-5862203	REPAIRS & MAI CASE OF COIL CLEANER	093466	70.68
01-B00150	BEALES GOODYEAR TIRES					
	I-1-61111	35	-5862203	REPAIRS & MAI 125/80-18 DEE STONE TIRE	093467	450.00
	I-1-61111	35	-5862203	REPAIRS & MAI 21L24 DEESTONE	093467	1,150.00
	I-1-61111	35	-5862203	REPAIRS & MAI WASTE TAX FEE	093467	22.00
	I-1-GS61699	35	-5862203	REPAIRS & MAI LT245/70R17 FIRSTONE TRAN	093467	462.04
	I-1-GS61970	35	-5862317	EMERGENCY VEH P225/60R18 EAGLE TIRES	093467	2,518.00
01-J00310	JET TIRE SERVICE					
	I-204623	35	-5862203	REPAIRS & MAI OPEN PO/ALIGNMENT/REPAIR	093497	58.95
01-K00190	YELLOWHOUSE MACHINERY C					
	I-466390	35	-5862316	REPAIRS & MAI REPAIRS / UTM 10 BACKHOE	093501	12,903.21
	I-467651	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	093501	132.46
01-K00205	KIAMICHI AUTOMOTIVE WHO					
	I-097386	35	-5862203	REPAIRS & MAI FUEL FILTER	093502	21.90
	I-097462	35	-5862203	REPAIRS & MAI FUEL FILTER	093502	85.68
	I-097478	35	-5862203	REPAIRS & MAI FUEL FILTER	093502	79.98
	I-097512	35	-5862203	REPAIRS & MAI FUEL FILTER	093502	11.99
	I-097653	35	-5862203	REPAIRS & MAI FUEL FILTER	093502	162.89
01-N00271	FREEDOM FORD INC					
	I-96531	35	-5862203	REPAIRS & MAI MEDIC 2	093519	160.16
	I-96543	35	-5862203	REPAIRS & MAI MEDIC 2	093519	71.71
01-O00075	O'REILLY AUTO PARTS					
	C-0230-271934	35	-5862203	REPAIRS & MAI FIRE MED-3 CREDIT	093522	32.89-
	C-0230-273633	35	-5862203	REPAIRS & MAI CREDIT	093522	105.68-
	C-0230-274549	35	-5862203	REPAIRS & MAI RETURN	093522	278.10-
	C-0230-274777	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093522	111.78-
	C-0230-275161	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093522	105.88-
	I-0230-272273	35	-5862203	REPAIRS & MAI UTM-10	093522	76.83
	I-0230-272294	35	-5862203	REPAIRS & MAI UTM-10	093522	11.81
	I-0230-272326	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093522	107.94
	I-0230-272903	35	-5862203	REPAIRS & MAI TC-1	093522	21.99
	I-0230-273108	35	-5862203	REPAIRS & MAI UTM-10	093522	72.52
	I-0230-273157	35	-5862203	REPAIRS & MAI UO-7337	093522	104.08
	I-0230-273168	35	-5862203	REPAIRS & MAI WP-14	093522	97.51
	I-0230-273392	35	-5862203	REPAIRS & MAI PD-90	093522	14.87
	I-0230-273435	35	-5862203	REPAIRS & MAI UTM-10	093523	9.66

PACKET : 18095 18105 18106 18112 18115 18123 18135 18136 18141 18146

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS	continued				
	I-0230-273551	35	-5862203	REPAIRS & MAI PD-91	093523	170.91
	I-0230-273636	35	-5862203	REPAIRS & MAI PD-78	093523	76.29
	I-0230-273639	35	-5862203	REPAIRS & MAI PD-100 (RETURNED)	093523	107.19
	I-0230-273950	35	-5862203	REPAIRS & MAI I-3	093523	31.70
	I-0230-274080	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093523	62.31
	I-0230-274509	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093523	529.70
	I-0230-274533	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093523	181.15
	I-0230-274577	35	-5862203	REPAIRS & MAI S-54	093523	3.54
	I-0230-274678	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093523	76.78
	I-0230-274765	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093523	43.08
	I-0230-274939	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093524	112.35
	I-0230-275017	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093524	83.55
	I-0230-275027	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093524	46.16
	I-0230-275054	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093524	89.59
	I-0230-275057	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093524	15.19
	I-0230-275168	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	093524	114.89
01-P00023	P & K EQUIPMENT, INC					
	C-3264429	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	093531	2.16-
	I-3435350	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS L-80	093531	242.03
	I-3435355	35	-5862203	REPAIRS & MAI ENGINE/WW-15 ZTURN MOWER	093531	2,500.00
	I-3438043	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS L-80	093531	22.26
	I-3441169	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS L-80	093531	37.15
	I-3446170	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS L-80	093531	88.26
01-P00329	PATRICK WALLING DBA PIT					
	I-13726	35	-5862203	REPAIRS & MAI AUTO PARTS	093534	10.00
	I-14208	35	-5862203	REPAIRS & MAI AUTO PARTS	093534	95.00
01-Q00022	KEITH COFFEE DBA QUALIT					
	I-3262	35	-5862317	EMERGENCY VEH RPAIRS/TRANSMISSION /PD89	093539	635.59
01-R00480	ROGER KEY EQUIPMENT					
	I-01-2530	35	-5862203	REPAIRS & MAI GEAR OIL -PK657 BATWING	093542	141.36
01-S00234	SHARE CORPORATION					
	I-104003	35	-5862203	REPAIRS & MAI 20 GALLODRUM EVAPO-KLEEN	093545	846.00
01-S00249	MORGAN STANLEY SMITH BA					
	I-10082019-2019-2020	35	-5862110	PENSION-DEFIN OCT 2019- FLEET MAINT CONTRIB	093546	732.37
01-S00710	STANDARD MACHINE LLC					
	I-259133	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	093550	19.24
	I-259162	35	-5862317	EMERGENCY VEH COMPARTMENT DOOR ENG#1	093550	680.00
01-T00612	ATC FREIGHTLINER GROUP,					
	I-125283229	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	093559	223.17
	I-125284297	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	093559	384.25

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FUND : 35 FLEET MAINTENANCE

FUND	35	FLEET MAINTENANCE	TOTAL:	27,698.52
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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET : 18095 18105 18106 18112 18115 18123 18135 18136 18141 18146

VENDOR SET: Mult

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00197	INSURICA	I-179306	36 -5215309	INSURANCE	ADJUSTED PREMIUM	093495 5,709.00
			FUND	36	WORKER'S COMPENSATION	TOTAL: 5,709.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00570	AMERICAN SOD FARMS	I-6350	41 -5210401	ARVEST PARK P 14K SQ FT SOD-ARVEST PARK	093461	4,200.00
01-A00712	ARVEST BANK dba ARVEST	I-10082019-003	41 -5865510	LEASE PAYMENT LOAN PMT-2016 JD EXCAVATOR	093463	1,326.45
01-D00217	DEERE CREDIT, INC.	I-10082019-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	093482	1,821.57
01-F00170	FIRST NATIONAL BANK	I-10082019-#135002	41 -5974501	MCC CONTROLS LOAN #135002-MCC CONTROLS	093490	4,709.36
		I-10082019-LN#134438	41 -5975510	UTM LOAN PAYM AMI LOAN PAYMENT LOAN #134438	093490	18,395.29
		I-10082019-LOAN#1374	41 -5321501	PATROL LEASE 4 PD CARS-INTEREST	093490	296.54
		I-10082019-LOAN#1374	41 -5321501	PATROL LEASE 4 PD CARS-PRINCIPLE	093490	1,543.11
01-P00250	PETTY CASH	I-201910012450	41 -5210401	ARVEST PARK P SUPPLIES ARVEST PARK	093454	24.28
01-W00072	WARREN CAT	I-S2519101	41 -5865404	CAPITAL OUTLA TRUCK HITCH NEW ASPHALT	093566	7,546.89
01-W00194	WELCH STATE BANK	I-10082019-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	093568	1,517.90
		I-10082019-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	093568	2,555.73
			FUND 41 CIP FUND	TOTAL:		43,937.12

PACKET : 18095 18105 18106 18112 18115 18123 18135 18136 18141 18146

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES BUSINESS ADVANT					
		I-3423654071	44 -5225401	TECHNOLOGY UP MISC.COMPUTER COMPONENTS	093551	79.98
		I-3425617487	44 -5225401	TECHNOLOGY UP MISC.COMPUTER COMPONENTS	093551	198.99
		I-3425617488	44 -5225401	TECHNOLOGY UP HP P24 MONITORS	093551	359.96
		I-3426188842	44 -5225401	TECHNOLOGY UP PRINTER	093551	198.89
01-T00058	BIZTEL COMMUNICATIONS					
		I-8286	44 -5225401	TECHNOLOGY UP TROUBLESHOOT CONNECT	093556	95.00
		I-8286	44 -5225401	TECHNOLOGY UP PORT SWITCH HR/PURCH	093556	118.00
		I-8306	44 -5225401	TECHNOLOGY UP 48 PORT POE SWITCH	093556	1,029.00
01-W00151	WAV11, LLC					
		I-10513	44 -5225401	TECHNOLOGY UP SERVER/CABLE ISSUES	093425	427.50
				FUND 44 TECHNOLOGY FUND	TOTAL:	2,507.32

PACKET : 18095 18105 18106 18112 18115 18123 18135 18136 18141 18146

VENDOR SET: Mult

FUND : 46 STORMWATER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST	I-10082019-004	46 -5871501	LOAN PAYMENTS LOAN PMT-SWEEPER 1503001-004	093463	3,284.13
01-L00340	LIMESTONE GAP CONSTRUCT	I-9/23/19	46 -5871405	STORMWATER PR DRAINAGE MAINT\LIST 3	093507	17,967.44
01-N00250	MCALESTER NEWS CAPITAL	I-300026883	46 -5871405	STORMWATER PR PUB FEE/ STEEL BRAC	093518	50.44
01-S00949	SUNRISE CONSTRUCTION, L	I-PAYMENT 1	46 -5871405	STORMWATER PR 10TH ST CANAL BANK STABIL	093552	32,870.00
		I-PAYMENT 2	46 -5871405	STORMWATER PR 10TH ST CANAL BANK STABIL	093552	34,679.75
			FUND	46 STORMWATER FUND	TOTAL:	88,851.76

PACKET : 18095 18105 18106 18112 18115 18123 18135 18136 18141 18146

VENDOR SET: Mult

FUND : 48 INFRASTRUCTURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00661	APAC-CENTRAL, INC.					
		I-7001284990	48 -5865403	ASPHALT OVERL ASPHALT-CHOCTAW(5TH&6TH	093462	8,151.04
		I-7001288884	48 -5865403	ASPHALT OVERL ASPHALT-CHOCTAW(5TH&6TH	093462	5,791.36
01-B00592	BUILT RIGHT CONSTRUCTIO					
		I-PAYAPP#4	48 -5975403	SEWER LINE RE CONNALLY ADD SEWER IMPROV	093473	14,389.01
01-E00099	EAST JORDAN IRON WORKS					
		I-110190080636	48 -5865401	STREET RECONS STORM SEWER GRATES	093486	2,816.10
01-K00005	K-BAR CO CONSTRUCTION					
		I-14838	48 -5865403	ASPHALT OVERL ASPHALT HAULING FEE	093499	675.00
01-L00078	LAMBERT MECHANICAL INC					
		I-190718	48 -5548401	INFRASTRUCTUR A/C UNIT/W.ACRE RM-LIB	093505	45,500.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-300026940	48 -5975403	SEWER LINE RE BID AD-5TH&MIAMI SEWER	093518	51.97
01-S00184	SECURITY BANK CARD CENT					
		I-201909182417	48 -5210480	CONTINGENCY ARVEST PARK MATERIALS	093422	28.63
01-S00360	SIMPLEXGRINNELL LP					
		I-86108406	48 -5548401	INFRASTRUCTUR FED BLDG-REPAIR FIRE ALAR	093549	533.98
01-U00052	UTILITY TECHNOLOGY SERV					
		I-S103113063.003	48 -5975402	WATER LINE RE WATER MAIN REPAIR PARTS	093561	3,855.86
				FUND 48 INFRASTRUCTURE FUND TOTAL:		81,792.95
				REPORT GRAND TOTAL:		441,616.71

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2019-2020	01 -4-0-408	AMBULANCES *NON-EXPENS	45.30	498,500-	371,289.67-		
	01 -4-0-625	REIMBURSEMENTS *NON-EXPENS	7.50-	35,200-	13,689.84-		
	01 -5101202	OPERATING SUPPLIES	100.00	1,900	1,600.00		
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	33,333.32		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	18,000.00		
	01 -5210112	VEHICLE ALLOWANCE	500.00	6,000	4,000.00		
	01 -5210115	DEFERRED COMPENSATION-CONT	1,035.00	4,138	3,103.00		
	01 -5210202	OPERATING SUPPLIES	355.46	2,000	1,249.54		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	193.22	12,500	11,003.59		
	01 -5210480	CONTINGENCY	3,370.10	32,800	22,816.74		
	01 -5211202	OPERATING SUPPLIES	206.59	1,845	1,128.00		
	01 -5212202	OPERATING SUPPLIES	278.92	650	55.67-	Y	
	01 -5212308	CONTRACTED SERVICES	58.50	2,720	1,418.26		
	01 -5212317	ADVERTISING & PRINTING	77.25	2,500	1,960.96		
	01 -5213202	OPERATING SUPPLIES	59.30	1,500	1,440.70		
	01 -5214302	CONSULTANTS	4,973.33	68,000	42,977.68		
	01 -5215110	PENSION - DEFINED BENEFIT	27,957.06	335,485	223,656.76		
	01 -5215202	OPERATING SUPPLIES	819.22	31,800	20,508.23		
	01 -5215302	CONSULTANTS	691.86	42,000	19,016.62		
	01 -5215310	EDUCATION PROJECTS	5,162.00	4,500	662.00-	Y	
	01 -5215312	EQUIPMENT RENTALS	2,716.99	25,562	3,050.00		
	01 -5215315	TELEPHONE UTILITY	497.25	80,000	53,327.73		
	01 -5215316	REPAIRS & MAINTENANCE	56.08	5,000	4,943.92		
	01 -5215317	POSTAGE	30.80	12,000	5,739.42		
	01 -5215330	DUES & SUBSCRIPTIONS	2,124.00	1,000	7,448.00-	Y	
	01 -5215339	FLEET MAINTENANCE CONTINGE	9.00	64,562	64,553.00		
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	257.60	7,000	5,002.61		
	01 -5321202	OPERATING SUPPLIES	3,231.91	15,000	7,462.35		
	01 -5321316	REPAIRS & MAINTENANCE	1,660.00	5,000	2,768.00		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	490.01	12,000	11,499.33		
	01 -5324207	CLOTHING ALLOWANCE	111.54	1,000	888.46		
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	20.74	1,800	1,249.26		
	01 -5431202	OPERATING SUPPLIES	738.55	14,000	11,804.55		
	01 -5431207	CLOTHING ALLOWANCE	176.00	30,500	7,222.06		
	01 -5431305	PHYSICALS	475.00	12,500	12,025.00		
	01 -5431328	INTERNET SERVICE	162.90	2,300	1,320.47		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	319.43	6,925	4,399.49		
	01 -5432202	OPERATING SUPPLIES	1,379.04	31,000	25,042.50		
	01 -5432203	REPAIR & MAINT SUPPLIES	70.12	2,750	1,967.18		
	01 -5432308	CONTRACTED SERVICES	5,555.74	65,025	51,605.89		
	01 -5432316	REPAIRS & MAINTENANCE	359.81	5,000	4,537.93		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	2,309.15	3,500	1,190.85		
	01 -5542202	OPERATING SUPPLIES	366.14	9,000	7,636.18		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,238.21	38,500	26,007.89		
	01 -5542319	LIGHTS REPLACEMENT	6,225.71	13,500	89.33		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5542331	EMPLOYEE TRAVEL & TRAININ	14.65	3,000	1,066.35				
01	-5543202	OPERATING SUPPLIES	338.26	7,540	5,094.44				
01	-5543203	REPAIRS & MAINT SUPPLIES	14.31	8,469	3,955.07				
01	-5544202	OPERATING SUPPLIES	1,033.74	16,250	12,262.77				
01	-5544203	REPAIRS & MAINTENANCE SUPP	384.29	6,983	3,287.94				
01	-5544308	CONTRACT LABOR	480.00	13,000	9,530.00				
01	-5547202	OPERATING SUPPLIES	338.29	500	1,676.03-	Y			
01	-5547328	INTERNET SERVICE	63.09	755	565.73				
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,674.62	35,200	26,698.74				
01	-5548308	CONTRACTED SERVICES-CLEANI	3,000.00	23,000	13,275.00-	Y			
01	-5548316	REPAIRS & MAINTENANCE	2,176.42	19,000	5,089.31				
01	-5548318	ELEVATOR MAINTENANCE AGREE	399.00	6,200	1,575.00-	Y			
01	-5551203	REPAIRS & MAINTENANCE	26.59	1,800	748.91				
01	-5551318	ELEVATOR MAINTENANCE	3,630.00	3,200	6,700.00-	Y			
01	-5551328	INTERNET SERVICE	1,764.00	17,108	15,344.00				
01	-5652318	ABATEMENTS	945.00	15,000	7,960.00				
01	-5652330	DUES & SUBSCRIPTIONS	216.00	2,000	1,649.00				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	30.02	5,100	4,525.98				
01	-5652336	FEES	64.00	1,800	1,336.00				
01	-5653202	OPERATING SUPPLIES	59.16	713	429.49				
01	-5653213	SAFETY EXPENSE	60.00	25,500	1,926.88				
01	-5653215	AWARDS/NUC PROGRAM	100.00	10,000	9,551.11				
01	-5653348	DRUG TESTING/PHYSICALS	392.00	11,000	3,633.45				
01	-5865202	OPERATING SUPPLIES	173.10	750	421.91				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	2,846.00	26,525	4,384.11				
01	-5865218	STREET REPAIRS & MAINTENAN	8,911.80	84,350	11,939.38-	Y			
01	-5865328	INTERNET SERVICE	88.90	2,100	1,600.39				
01	-5865331	EMPLOYEE TRAVEL & TRAININ	75.85	500	424.15				
02	-5216202	OPERATING SUPPLIES	176.17	5,000	2,506.99				
02	-5216317	POSTAGE	1,266.92	30,100	20,603.51				
02	-5216328	INTERNET SERVICE	50.04	629	478.88				
02	-5216336	MAILING FEES	1,056.76	25,100	18,103.94				
02	-5267110	PENSION - DEFINED BENEFIT	5,603.92	67,248	44,832.32				
02	-5267202	OPERATING SUPPLIES	356.19	19,200	11,976.11				
02	-5267302	CONSULTANTS	345.94	28,000	13,000.00				
02	-5267313	ELECTRIC UTILITY	526.15	526,687	446,080.08				
02	-5267315	TELEPHONE UTILITY	1,658.07	124,020	86,019.94				
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	9,166.68				
02	-5866307	CONTRACTED RECYCLE SERVICE	1,800.00	23,000	14,000.00				
02	-5871202	OPERATING SUPPLIES	159.37	1,400	480.40				
02	-5871330	DUES & SUBSCRIPTIONS	203.88	1,500	1,296.12				
02	-5973203	REPAIRS & MAINT SUPPLIES	573.93	24,899	3,279.59				
02	-5973302	CONSULTANTS (IND. PRETREAT	2,200.00	26,400	0.00				
02	-5973316	REPAIRS & MAINTENANCE	458.00	17,800	13,157.00				
02	-5973328	INTERNET SERVICE	62.86	2,100	1,624.57				

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
02	-5975202	OPERATING SUPPLIES	25.68	1,565	304.50				
02	-5975218	STREET REPAIRS & MAINTENAN	4,386.17	125,000	78,107.63				
02	-5975235	WATER MAIN REPAIR	934.88	100,000	24,632.81				
02	-5975308	CONTRACTED SERVICES	1,398.96	10,000	423.67				
02	-5975331	EMPLOYEE TRAVEL & TRAININ	138.18	2,500	2,003.82				
03	-5876110	PENSION-DEFINED BENEFIT	360.26	4,324	2,882.96				
08	-5549110	PENSION-DEFINED BENEFIT	583.41	7,001	4,667.36				
08	-5549202	OPERATING SUPPLIES	400.11	1,000	478.86-	Y			
08	-5549308	CONTRACT SERVICES	778.34	23,000	18,338.06				
08	-5549315	TELEPHONE UTILITY	452.45	4,650	3,078.55				
09	-5864327	SUB TITLE D EXPENSE	4,100.00	80,000	53,627.29				
09	-5864365	ALFA ESCROW LIABILITY PAYM	4,315.00	24,000	7,684.00				
27	-5655110	PENSION-DEFINED BENEFIT	224.28	2,692	1,794.88				
27	-5655202	OPERATING SUPPLIES	50.90	2,500	2,421.10				
27	-5655214	TOURISM EXPENSE	4,350.03	40,000	13,926.96				
27	-5655318	PRINTING	4,983.41	30,000	17,227.80				
27	-5655328	INTERNET SERVICE	86.77	1,138	789.46				
27	-5655340	OFFICE RENT	1,292.50	15,500	11,075.50				
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	22,500.00				
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	11,250.00				
28	-5654110	PENSION-DEFINED BENEFIT	518.18	6,219	4,146.28				
28	-5654202	OPERATING SUPPLIES	87.00	4,400	3,041.35				
28	-5654203	REPAIR & MAINT SUPPLIES	150.89	17,000	9,982.02				
28	-5654210	CONCESSION SUPPLIES	639.59	40,000	22,368.62				
28	-5654313	ELECTRIC UTILITY	717.29	80,000	65,784.90				
28	-5654316	REPAIRS & MAINTENANCE	650.00	34,000	21,072.26				
28	-5654328	INTERNET SERVICE	661.00	9,000	7,462.51				
29	-5324110	PENSION-DEFINED BENEFIT	1,496.01	17,953	11,968.96				
29	-5324207	CLOTHING ALLOWANCE	42.39	2,500	2,248.91				
29	-5324315	TELEPHONE UTILITY	473.59	99,550	76,028.85				
29	-5324401	CAPITAL OUTLAY	2,403.33	29,000	21,790.01				
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	22,500.00				
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	11,250.00				
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,260.00				
30	-5652114	PENSION-DEFINED CONTRIBUTI	324.67	4,661	3,173.95				
30	-5652202	OPERATING SUPPLIES	28.00	2,000	1,694.00				
30	-5652331	EMPLOYEE TRAVEL & TRAINING	1,100.71	15,000	12,329.63				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	506.44	39,600	36,588.94				
30	-5652402	ECONOMIC DEV GRANT PROJECT	14,900.00	65,000	5,765.00				
32	-5215334	OSU WELLNESS PROGRAM	210.00	0	3,604.00-	Y			
35	-5862110	PENSION-DEFINED BENEFIT	732.37	8,789	5,859.52				
35	-5862203	REPAIRS & MAINTENANCE SUPP	10,229.35	182,714	113,294.42				
35	-5862316	REPAIRS & MAINTENANCE	12,903.21	21,941	12,076.29				
35	-5862317	EMERGENCY VEHICLES	3,833.59	53,875	40,163.70				
36	-5215309	INSURANCE	5,709.00	65,000	7,509.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
41	-5210401	ARVEST PARK PROJECT	4,224.28	16,864	24,073.61-	Y			
41	-5321501	PATROL LEASE PAYMENTS	1,839.65	22,100	14,741.40				
41	-5865404	CAPITAL OUTLAY - EQUIPMENT	7,546.89	139,012	136,308.77-	Y			
41	-5865510	LEASE PAYMENTS	7,221.65	162,521	133,634.40				
41	-5974501	MCC CONTROLS - WTP	4,709.36	56,513	37,675.56				
41	-5975510	UTM LOAN PAYMENTS	18,395.29	220,745	147,163.84				
44	-5225401	TECHNOLOGY UPGRADES	2,507.32	24,000	15,149.35				
46	-5871405	STORMWATER PROJECT	85,567.63	178,000	105,472.44-	Y			
46	-5871501	LOAN PAYMENTS-STREET SWEEP	3,284.13	39,410	26,273.48				
48	-5210480	CONTINGENCY	28.63	189,558	189,529.37				
48	-5548401	INFRASTRUCTURE IMPROVEMENT	46,033.98	135,000	41,044.10				
48	-5865401	STREET RECONSTRUCTION PROJ	2,816.10	1,179,970	1,006,465.90				
48	-5865403	ASPHALT OVERLAY PROJECTS	14,617.40	613,417	116,266.08				
48	-5975402	WATER LINE REPLACEMENT	3,855.86	65,000	274,639.93-	Y			
48	-5975403	SEWER LINE REPLACEMENT	14,440.98	200,000	49,656.40-	Y			
** 2019-2020 YEAR TOTALS **			441,616.71						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	10/2019	111,923.09
02	10/2019	24,527.90
03	10/2019	360.26
05	10/2019	0.00
08	10/2019	2,214.31
09	10/2019	8,415.00
11	10/2019	0.00
14	10/2019	0.00
16	10/2019	0.00
24	10/2019	0.00
26	10/2019	0.00
27	10/2019	14,737.89
28	10/2019	3,423.95
29	10/2019	4,415.32
30	10/2019	20,892.32
32	10/2019	210.00
33	10/2019	0.00
35	10/2019	27,698.52
36	10/2019	5,709.00
38	10/2019	0.00
41	10/2019	43,937.12
42	10/2019	0.00
44	10/2019	2,507.32
46	10/2019	88,851.76
48	10/2019	81,792.95
49	10/2019	0.00
		441,616.71



McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019

Item Number: Consent Agenda C

Department: _____

Prepared By: David Horinek, Public

Account Code: _____

Date Prepared: September 30, 2019

Budgeted Amount: _____

Exhibits: Multiple

Subject

Consider and act upon, authorizing the Mayor to sign the renewal of the lease with the Federal Aviation Administration for the Equipment Room located at the McAlester Regional Airport.

Recommendation

Motion to approve the lease renewal and authorize the Mayor to sign the lease with the Federal Aviation Administration.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



U.S. Department
of Transportation
**Federal Aviation
Administration**

Central Service Area
Real Estate Branch, AAQ-920



10101 Hillwood Parkway
Fort Worth, TX 76177

APR 25 2019

Ms. Cora Middleton
City of McAlester
P.O. Box 578
McAlester, OK 74502

Dear Ms. Middleton:

Subject: Expiring Lease No. DTFACN-13-L-00151
Succeeding Lease No. 697DCM-19-L-00091
(MLC) FAA Equipment Space
McAlester, OK

The Federal Aviation Administration's (FAA) Lease No. DTFACN-13-L-00151 providing FAA Equipment Space at McAlester Regional Airport, McAlester, Oklahoma expires by its terms on September 30, 2019. I have enclosed two (2) copies of the succeeding lease 697DCM-19-L-00091 to provide for continued use of the space.

Please have an authorized official sign and date each copy, complete the Public Authorization Certificate and return all copies to Department of Transportation, Federal Aviation Administration, Real Estate and Utilities Group, AAQ-920, 10101 Hillwood Parkway, Fort Worth Texas 76177. A postage paid envelope is enclosed for your use. Once received, a fully executed copy will be returned to you for your records.

If you require additional information, please contact me at 817-222-4458.

Sincerely,

Martha G. Turner
Real Estate Contracting Officer

Enclosures (2)

ANTENNA AND EQUIPMENT SPACE LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF MCALESTER, OKLAHOMA

**Lease No. 697DCM-19-L-00091
(MLC) FAA Equipment Space
McAlester, Oklahoma**

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between the City of McAlester, Oklahoma hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DTFACN-13-L-00151 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (OCT 1996)

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations: Approximately 280 square feet of rentable space for installed Government-owned equipment in room 113, as shown on exhibit "A" Drawing CE-550-472, dated May 8, 2008, identified as Exhibit "A", attached hereto and made a part of.

In addition, Lessor shall furnish and maintain a 40-foot free-standing tower, identified as Tower No. 2, separate and adjacent to the premises. The Government shall have the right to install and maintain coaxial cable and radio antennas on Lessor's tower to meet technical requirements.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on October 1, 2019 and continuing through September 30, 2024 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (JUL 2017)

The Government shall pay the Lessor for the premises in the amount of \$1493.00 per annum, payable to the City Of McAlester, Oklahoma, at the end of each Government fiscal year. Payment is not for rental but as reasonable reimbursement for utilities and general maintenance cost. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Enter Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 60 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

6.3.16 Failure in Performance (OCT 1996)

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.29 Alterations (FEB 2019)

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

6.3.30 Hold Harmless (OCT 1996)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.44 Inspection (OCT 1996)

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1-2 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

A. UTILITIES

B. MAINTENANCE SERVICES

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
City of McAlester, Oklahoma
P.O. Box 578
McAlester, Oklahoma 74554

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Pkwy
Fort Worth, Texas 76177

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF MCALESTER, OKLAHOMA

By: _____
John Browne
Mayor

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Martha G. Turner
Real Estate Contracting Officer

Date: _____

SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS

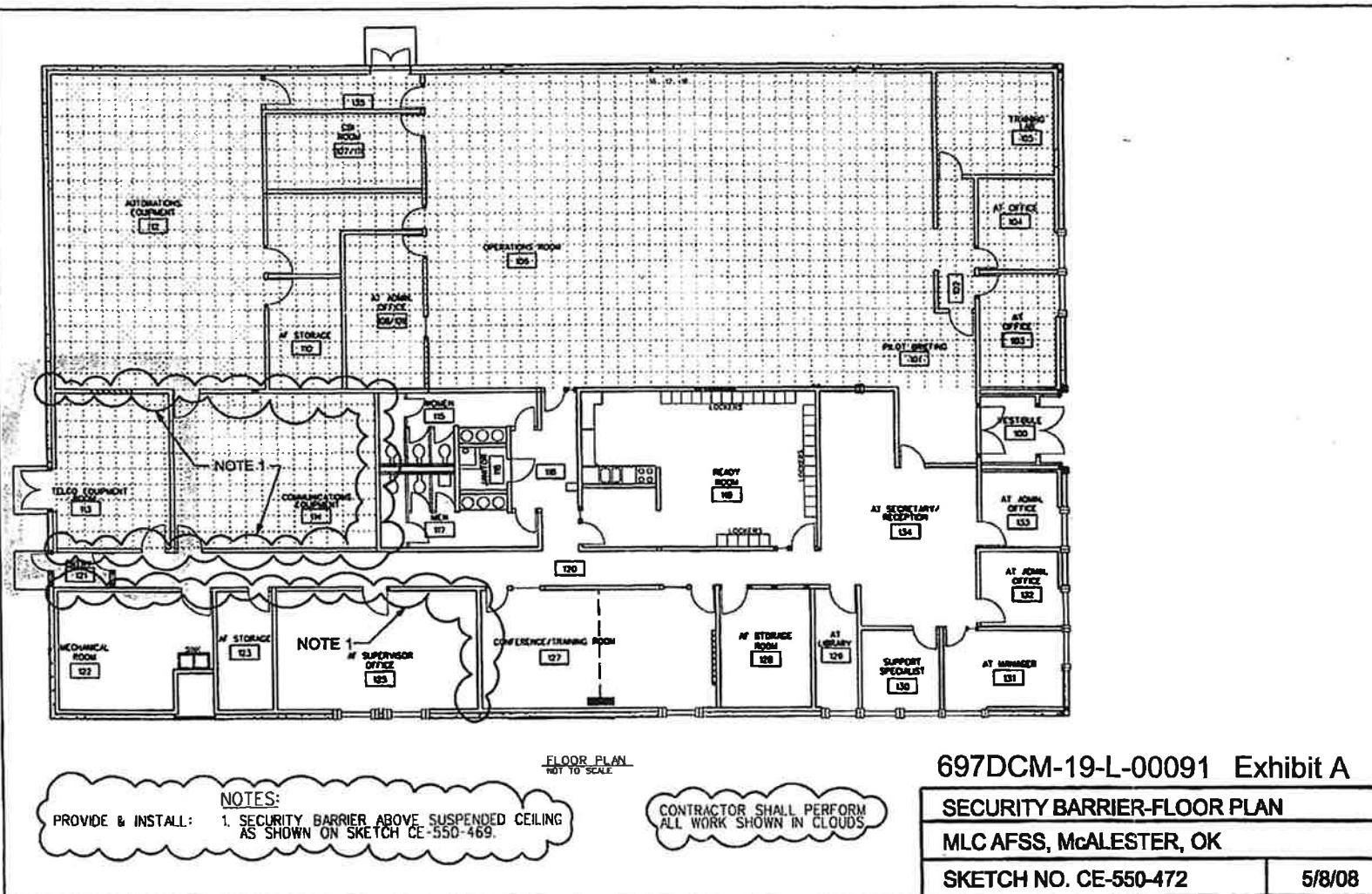
Attachment/Exhibit List

Number	Title	Date	Number of Pages
1	Drawing No. CE-550-472 Exhibit A	May 8, 2008	1

PUBLIC AUTHORIZATION CERTIFICATE

I, _____, (name) certify that I am the
_____ (title) of the _____
named in the foregoing agreement, that _____,
and _____ who signed said agreement on behalf
of said Public authority and was then _____ of that Public
Authority and said agreement was duly signed for and in behalf of said by authority
of its governing body, and is within the scope of its powers.
Dated this _____ day of _____, in the year 201_.

(Signature)





McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019 **Item Number:** Consent Agenda D
Department: Economic Development
Prepared By: Kirk Ridenour **Account Code:** _____
Date Prepared: September 30, 2019 **Budgeted Amount:** _____
Exhibits: 1

Subject

Consider and act upon, ratification of Change Order #3 from Built Right Construction, LLC in the amount of \$17,140.00 for the Downtown Streetscape Project. This Change Order adds one (1) day to the Substantial Completion Date amending it from November 14, 2019 to November 15, 2019.

Recommendation

Staff recommends ratification of Change Order #3 for the Downtown Streetscape Project.

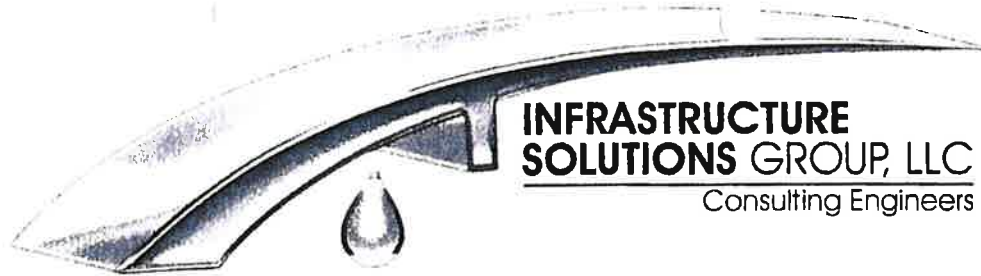
Discussion

It was discovered during the final phase of streetscape construction that the underground drainage at the northwest corner of 2nd Street and Choctaw Avenue was inadequate and needed major revisions and repairs to ensure proper drainage.

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

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	KR	September 30, 2019
City Manager	P. Stasiak	



September 23, 2019

Pete Stasiak, City Manager
City of McAlester
P.O. Box 578
McAlester, OK 74502

Re: Change Order No. Three (3)
Choctaw Ave Streetscape Improvements

Dear Mr. Horinek:

Enclosed for your review and execution are four (4) copies of Change Order No. Three (3) for the referenced project.

It was discovered during construction the underground drainage on the Northwest corner the 2nd and Choctaw needed major revisions and repairs. This work has to be completed immediately to not slow down the construction schedule.

We recommend this Change Order be approved. The contractor cannot proceed forward without the approval of this Change Order. Please 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 500 Village Blvd, 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-17-03

CHANGE ORDER
No. Three (3)

Date of Issuance: 9/23/2019

Effective Date: 9/23/2019

Project: Choctaw Ave Streetscape	Owner: City of McAlester	Owners Contract No.: MC-17-03
Contract: Choctaw Avenue Streetscape		Date of Contract: June 7, 2019
Contractor: Built Right Construction, LLC		

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

Description:

Additions encountered during construction. See attached detailed breakdown.

Attachments: (documents supporting change):

Change in Contract Price:	Change in Contract Times:
Original Contract Price:	Original Contract Time: Calendar Days
\$ 669,583.00	Substantial Completion: 150 days November 14, 2019
Decrease from previously approved Change Orders No. <u>2</u> to No. <u>2</u> .	Increase from previously approved Change Orders No. <u>2</u> to No. <u>2</u> .
\$ (17,924.40)	Substantial Completion: 1 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 651,658.60	Substantial Completion: 151 days November 15, 2019
Increase of this Change Order:	Increase of this Change Order:
\$ 17,140.00	Substantial Completion: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 668,798.60	Substantial Completion: 151 days November 15, 2019

Recommended:

Accepted:

Accepted:

by: _____
ISG LLC Project Manager

by: _____
Owner (Authorized Signature) / Title

by: _____
Contractor (Authorized Signature) / Title

Date: _____

Date: _____

Date: _____

CITY OF MCALESTER
CHOCTAW AVENUE STREETScape IMPROVEMENTS

BASE BID						Change Order No. 3		Total to Date	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	QTY	TOTAL PRICE	QTY	TOTAL PRICE
1	Superpave, Type S4 (PG 64-22 OK)	48	Ton	\$ 400.00	\$ 19,200.00	2.5	\$ 1,000.00	77.5	\$ 31,000.00
2	Unclassified Backfill (Landscape Area Backfill)	112	CY	\$ 80.00	\$ 8,960.00		\$ -	112	\$ 8,960.00
3	Unclassified Backfill (Void Backfill)	190	CY	\$ 100.00	\$ 19,000.00	6.5	\$ 650.00	19.5	\$ 1,950.00
4	Retaining Wall (at Void location)	68	LF	\$ 1,100.00	\$ 74,800.00		\$ -	0	\$ -
5	Concrete Curb & Gutter (6" Barrier)	1861	LF	\$ 50.00	\$ 93,050.00		\$ -	1901	\$ 95,050.00
6	4-inch Concrete Sidewalk	325	SY	\$ 88.00	\$ 28,600.00	2	\$ 176.00	389	\$ 34,232.00
7	6-inch Concrete Sidewalk (Driveways)	15	SY	\$ 98.00	\$ 1,470.00		\$ -	40	\$ 3,920.00
8	Brick Sidewalk	560	SY	\$ 130.00	\$ 72,800.00		\$ -	560	\$ 72,800.00
9	Tactile Warning Device	10	SF	\$ 300.00	\$ 3,000.00		\$ -	14	\$ 4,200.00
10	Inlet CI DES. 1 (STD)	7	Each	\$ 1,600.00	\$ 11,200.00	2	\$ 3,200.00	11	\$ 17,600.00
11	Area Inlet and Box	1	Each	\$ 6,100.00	\$ 6,100.00		\$ -	1	\$ 6,100.00
12	Storm Junction Box	1	Each	\$ 6,100.00	\$ 6,100.00	1	\$ 6,100.00	3	\$ 18,300.00
13	Replacement of Top of Inlet Box	4	Each	\$ 1,600.00	\$ 6,400.00	3	\$ 4,800.00	8	\$ 12,800.00
14	18" Corrugated Polypropylene (ADS HP Storm Pipe)	214	LF	\$ 36.00	\$ 7,704.00		\$ -	214	\$ 7,704.00
15	1" PVC Pipe	150	LF	\$ 7.00	\$ 1,050.00		\$ -	250	\$ 1,750.00
16	2" PVC Pipe	870	LF	\$ 10.00	\$ 8,700.00		\$ -	1164	\$ 11,640.00
17	8" PVC Pipe (AWWA C900)	1045	LF	\$ 21.00	\$ 21,945.00	16	\$ 336.00	1250	\$ 26,250.00
18	2" Ball Valve	2	Each	\$ 550.00	\$ 1,100.00		\$ -	2	\$ 1,100.00
19	8" Gate Valve	1	Each	\$ 1,350.00	\$ 1,350.00		\$ -	6	\$ 8,100.00
20	8" Tapping Valve and Box	2	Each	\$ 2,050.00	\$ 4,100.00		\$ -	2	\$ 4,100.00
22	Reconnect 6" Fire Suppression Line	2	Each	\$ 1,550.00	\$ 3,100.00		\$ -	2	\$ 3,100.00
23	Fire Hydrants	3	Each	\$ 5,500.00	\$ 16,500.00		\$ -	3	\$ 16,500.00
24	Water Meter Reconnection	5	Each	\$ 500.00	\$ 2,500.00		\$ -	5	\$ 2,500.00
25	2" Irrigation Backflow Preventer	2	Each	\$ 200.00	\$ 400.00		\$ -	2	\$ 400.00
26	Removal of Curb and Gutter	1193	LF	\$ 12.00	\$ 14,316.00		\$ -	1203	\$ 14,436.00
27	Removal of Concrete Pavement and Sidewalk	845	SY	\$ 16.00	\$ 13,520.00	8	\$ 128.00	1087	\$ 17,392.00
28	Removal of Stormwater Manhole	1	Each	\$ 750.00	\$ 750.00	1	\$ 750.00	2	\$ 1,500.00
29	2" PVC Sch 40 Plastic Conduit	2680	LF	\$ 8.00	\$ 21,440.00		\$ -	2700	\$ 21,600.00
30	Remove and Reset Existing Sign (Wayfinding Sign)	1	Each	\$ 450.00	\$ 450.00		\$ -	1	\$ 450.00
31	Decorative Pole and Street Sign	2	Each	\$ 1,000.00	\$ 2,000.00		\$ -	2	\$ 2,000.00
32	25' Corner Lamp Post	7	Each	\$ 5,400.00	\$ 37,800.00		\$ -	7	\$ 37,800.00
33	12' Midblock Lamp Post	8	Each	\$ 4,400.00	\$ 35,200.00		\$ -	8	\$ 35,200.00
34	Electrical Wire and Installation for Lighting	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -	1	\$ 50,000.00
35	Traffic Stripe (Paint) 4" Wide	1792	LF	\$ 4.00	\$ 7,168.00		\$ -	1792	\$ 7,168.00
36	Traffic Stripe (Paint) 12" Wide (Stop Bar)	30	LF	\$ 15.00	\$ 450.00		\$ -	30	\$ 450.00
37	Painted Handicap Symbol	3	Each	\$ 600.00	\$ 1,800.00		\$ -	3	\$ 1,800.00
38	Handicap Parking Sign and Pole	3	Each	\$ 600.00	\$ 1,800.00		\$ -	3	\$ 1,800.00
39	Construction Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00		\$ -	1	\$ 7,500.00
40	Sidewalk Pedestrian Separation Barrier	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	1	\$ 10,000.00
41	Tree Grates and Wells	11	Each	\$ 2,850.00	\$ 31,350.00		\$ -	11	\$ 31,350.00
42	Trench Grate and Concrete Flume	21	LF	\$ 710.00	\$ 14,910.00		\$ -	21	\$ 14,910.00
TOTAL AMOUNT OF BASE BID					\$ 669,583.00			0	
								0	
								0	
New Items								1	\$ 2,750.00
N1	Center Double Yellow Stripe on Choctaw		LS	\$ 2,750.00				1	\$ 2,750.00
N2	Brace tunnel @ 24 and 30 E Choctaw		LS	\$ 5,100.00				1	\$ 5,100.00
N3	Underground Wall removal for light foundations @ Main and Choctaw		LS	\$ 3,405.00				1	\$ 3,405.00
N4	Underground Wall removal for utility trench @ Main and Choctaw going east 200 feet.		LS	\$ 6,710.00				1	\$ 6,710.00
N5	Metal Plating at void area at 24 and 30 E choctaw		LS	\$ 1,888.30				1	\$ 1,888.30
N6	Build storm manhole lid and top		LS	\$ 1,861.00				1	\$ 1,861.00
N7	4-inch Alpha Cap on 4-inch fire line		LS	\$ 1,672.30				1	\$ 1,672.30
							\$ 17,140.00		\$ 668,798.60



CONTRACTORS SUPPLIES • TOOLS AND EQUIPMENT
SALES • RENTALS • SERVICE

Removal of concrete = 8 SY ✓

4" concrete sidewalk = 2 SY ✓

Super pave Type 54 = 2.5 TON ✓

UNclassified Backfill = 6.5 CY ✓

VOID Backfill

Inlet C1 Dest. STD = 2 each ✓

Storm Junction Box = 1 each ✓

8" pipe = 216 LF ✓

Replacement of top inlet Box = 3 each ✓

Removal of stormwater manhole = 1 each ✓



McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019
Department: Finance
Prepared By: Cora Middleton, City Clerk
Date Prepared: September 30, 2019

Item Number: Consent Agenda E
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign the Sales and Use Tax Administration Agreement recently agreed upon between the Oklahoma Tax Commission and Oklahoma Municipal League Liaison Board. This agreement replaces the current separate Sales and Use Tax Agreements.

Recommendation

Approve and authorize the Mayor to sign the Sales and Use Tax Administration Agreement recently agreed upon between the Oklahoma Tax Commission and Oklahoma Municipal League Liaison Board. This agreement replaces the current separate Sales and Use Tax Agreements.

Discussion

The agreement between the City of McAlester and the Oklahoma Tax Commission for Administration of the Sales and Use Tax Ordinances has been updated to reflect the change in tax rate.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CMM	09.30.19
City Manager	P. Stasiak	

**AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN AND AN AGREEMENT TO ENGAGE IN COMPLIANCE
ACTIVITIES BY THE CITY/TOWN OF**
McAlester

THIS AGREEMENT is entered into this ____ day of _____, ____ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of McAlester Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of Three & 3/4 percent (3.75%) upon sales within or outside of the Municipality and to authorize Municipality to engage in compliance activities as hereinafter defined.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto as provided in the Ordinances except as provided, in paragraph 16 below. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Section 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same

meaning as the term "use" has in the Oklahoma Use Tax Code; and

(e) the permits for sales and use tax issued by the Commission shall be the sales and use tax permits used by the municipality for the enforcement and collection of sales and use taxes within and without the municipality and said permits, as issued by the Commission, shall include the zip code plus the four digit location code commonly called the zip plus 4, when available.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

- B. (a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,
- (b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,
- (c) consulting with municipalities concerns and trends with respect to local taxes,
- (d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,
- (e) coordinating the provision by the Commission to municipalities of information and
- (f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state

and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount not to exceed one-half of one percent (0.5%) of the municipal sales or use taxes collected for services rendered in connection with such collections and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports, receipts and collections from vendors. The Commission shall maintain the records in such a manner that the amount due the Municipality each month by a vendor can be determined by the Commission and can be provided to the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall make available to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately preceding calendar month and the amount withheld by the Commission under Paragraph 5. The Commission shall allow an annual review of the Commission's expenditures associated with the collection and enforcement of municipal sales and use taxes.

9. In the event a vendor remits sales or use taxes due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making

refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality, in the immediately following calendar month following the notice requirements set out in paragraph eleven (11).

11. The Commission shall provide notice to the Municipality via the OKTap user Account to municipalities so that a municipality may view all the requests for refunds that have been filed, processed and recommended approval. All claims for refund shall be documented as outlined in OAC 710:65-11-1 upon discovery of a remittance error by the vendor. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. The Commission shall make available to a municipality, upon request, copies of the claims processed and recommended for approval in the amount of two thousand dollars (\$2000.00) or more and related supporting documents prior to the claim being considered for approval by the Commission. The Commission shall post the requested claim documents on the municipality's OKTap user account to comply with this requirement. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide written notice of the hearing date and time via electronic mail, e-mail, or mail through the United States Postal Service to the municipality affected.

12. In the event a municipality is notified as required and set out in paragraph 11, above, that it has been paid sales or use tax funds that should have been paid to another municipality, the Tax Commission shall adhere to repayment provisions of the provisions of paragraph 10.

13. The Commission shall provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year via the OKTap user Account. In addition the Commission shall via OKTap provide the following:

A. additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the

preceding calendar year within the boundary of the Municipality;

B. a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

C. a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

D. the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

A. The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

B. The report complies with all terms and statutes outlined within this agreement.

C. The information requested is available to the Commission.

D. Commission will be provided a minimum of thirty (30) days to compile new requests unless otherwise agreed.

E. Commission shall provide the requested report(s) within ninety (90) days unless otherwise agreed.

14. The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

15. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

16. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest

required by law to be paid on such refunds.

17. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof except as provide in paragraph 18 below.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality subject to the requirements of paragraph 19. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the

Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

18. The Commission acknowledges the need for municipalities to have input into rulings made by the Commission regarding requests for waivers of penalties and interest assessed on municipal sales and use taxes. Therefore, the Commission agrees to provide municipalities with the opportunity to make recommendations regarding such waiver requests. Such notification shall not include waiver requests received by the Commission through its Voluntary Disclosure Agreement Program.

The Account Maintenance Division or the General Counsel's Office of the Commission will notify municipalities at least two weeks prior to submission of a waiver request to the Commission. The notification will apply to all waiver requests for penalties and interest that was assessed on state and local sales and use taxes in excess of Two Thousand Dollars (\$2,000.00). Any recommendation made by the municipality will be presented to the Commission at the time of consideration of the request. If the municipality fails to make a recommendation in the time allotted, the Division will present the request to the Commission without a municipal recommendation. The Division will notify the municipality of the Commission decision.

19. A City/town may commence compliance activities under the following conditions:

A. The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

1. "Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent

for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

2. "Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

a. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

b. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

c. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities **shall not include** the following activities, over which the Tax Commission shall have sole authority:

- a. Registering new taxpayer accounts,
- b. Issuing and administering taxpayer permits,
- c. Receiving returns,
- d. Receiving remittances of sales and use taxes,
- e. Issuing assessments,
- f. Conducting hearings under Section 212 of Title 68,
- g. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
- h. Revoking permits,
- i. Taking legal action to close a business,
- j. Issuing refunds and credits,
- k. Managing audits, and
- l. Determination of taxability of sales transactions.

3. "Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

4. "Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

B. Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

C. This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

D. The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate

withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

E. As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;

2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and

3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements as a separate distribution to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

20. It is recognized and acknowledged that the Municipal Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

21. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to

maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

22. Where the municipality takes the action recognized by paragraph 20 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

23. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

24. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

25. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

26. If a dispute arises from the application of paragraph nineteen (19) of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of Management and Enterprise Services in the manner the Director deems appropriate.

27. This Agreement shall be in effect from _____, ____ until _____, _____, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

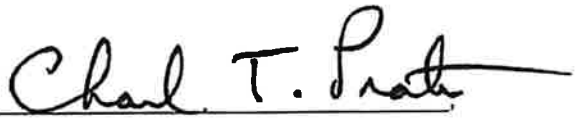
IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals
the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

A Municipal Corporation

Mayor



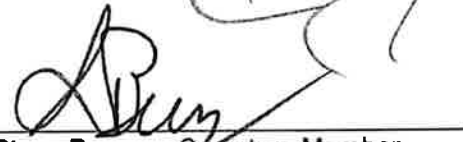
Charles T. Prater, Chairman



Clark Jolley, Vice-Chairman

ATTEST: (CITY SEAL)

Municipal Clerk



Steve Burrage, Secretary-Member

ATTEST: (STATE SEAL)

Assistant Secretary – OTC

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

City Attorney

EXHIBIT A

Retention Fee = 0.5%



McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019 Item Number: Consent Agenda F
Department: _____
Prepared By: David Horinek, Public Works Director Account Code: _____
Date Prepared: October 3, 2019 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, receipt of the Permit No. SL000061190713 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 395 linear feet of PVC sanitary sewer line and all appurtenances at 5th Street and Miami.

Recommendation

Staff recommends acceptance of the Permit No. SL000061190713 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 395 linear feet of PVC sanitary sewer line and all .

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

September 24, 2019

Mr. John Browne, Mayor/Chairman
City of McAlester
PO Box 578
McAlester, Oklahoma 74501

Re: Permit No. SL000061190713
City of McAlester
Facility No. S-20635

Dear Mr. Browne:

Enclosed is Permit No. SL000061190713 for the construction of 395 Linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of McAlester, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 24, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of McAlester, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Adam Divine".

D. Adam Divine, E.I.
Construction Permit Section
Water Quality Division

AD/RC/ag

Enclosure

c: Jeff Brents, Regional Manager, DEQ
MCALESTER DEQ OFFICE
Robert D. Vaughan, P.E., Infrastructure Solutions Group, LLC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. SL000061190713

SEWER LINES

FACILITY No. S-20635

PERMIT TO CONSTRUCT

September 24, 2019

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct 395 Linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of McAlester, located in SE 1/4 of SW 1/4 of NW 1/4 of Section 7, T-5-N, R-15-E, Pittsburg County, Oklahoma, in accordance with the plans approved September 24, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. SL000061190713

SEWER LINES

FACILITY No. S-20635

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019
Department: Public Works
Oliver Skimbo/David
Prepared By: Horinek, Public Works
Date Prepared: September 25, 2019

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, acceptance of the Master Drainage Plan by Meshek and Associates and authorizing the Mayor to sign a Resolution for the adoption of a Stormwater Master Drainage Plan.

Recommendation

Motion to approve the Master Drainage Plan and its recommendations for Stormwater Management and authorize the Mayor to sign the Resolution for adoption.

Discussion

This project was implemented 3 years ago to address flooding problems within the City of McAlester. Numerous complaints of flooding in specific areas of the City prompted a need to determine what the concerns were and how to address them. This Master Drainage Plan is the result.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

10-3-19

RESOLUTION NO. _____

Master Drainage Plan

WHEREAS, uncontrolled stormwater runoff may cause pollution to the drinking water supply and threaten private property with flood damage, erosion and declining property values; and

WHEREAS, the city of McAlester is required to meet Storm Water regulations as promulgated by the Environmental Protection Agency; and

WHEREAS, the City of McAlester has undertaken a comprehensive review and analysis of flooding, water quality and erosion over a period of three years aimed at reducing flooding dangers, protecting water quality, enhancing the environment and advancing recreational opportunities; and

WHEREAS, the City has received a Storm Water Master Drainage Plan with detailed data maps, analysis of hydraulic modeling, flood prone soils and water quality, all of which are valuable for planning purposes and future policy development; and

WHEREAS, the City has sought input from the citizens of McAlester by providing opportunity for submission of written comments and for attendance and comment at a series of public meetings; and

WHEREAS, a Storm Water Utility, has been implemented for providing enhanced maintenance of creeks and existing and future stormwater detention facilities, as well as completing several capital projects that will reduce flooding and erosion throughout the urbanized area of McAlester.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester, Oklahoma, that the City of McAlester hereby adopts the stormwater master drainage plan dated March 2019 as a flexible planning tool to assist in the development of future policy and regulations; and

That the City Council of the City of McAlester acknowledges the adoption of the Storm Water Master Drainage Plan does not impose any new fees at this time and that all utility rates are by city charter subject to a vote by McAlester residents.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 8th day of October, 2019.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 8, 2019</u>	Item Number:	<u>2</u>
Department:	<u>Community Development</u>	Account Code:	<u></u>
Prepared By:	<u>Jayne Clifton, Director</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 27, 2019</u>	Exhibits:	<u>9</u>

Subject

Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning districts for The Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma, from C-2 Neighborhood Convenience District to C-4 Restricted Commercial District.

Recommendation

Motion to act upon and approve the above Ordinance changing the classification of the zoning districts for the property identified in the Ordinance from C-2 Neighborhood Convenience District to C-4 Restricted Commercial District and authorizing the Mayor to sign the ordinance.

Discussion

The applicant, Pietro's First Post, LLC, represented by Mark E. Fields, is requesting a zoning change for the subject property from C-2 Neighborhood Convenience District to C-4 Restricted Commercial District. The McAlester Planning and Zoning Commission met on September 17, 2019 and unanimously voted (7 Yes to 0 No) to recommend that the applicant's rezoning request be approved as presented.

The following documents are attached for your reference:

1. Draft Ordinance
2. Draft Minutes of the September 17, 2019 Planning Commission Meeting
3. Community Development's Staff Report
4. Application for Zoning
5. Abstractor's Certified Radius Report
6. Area of Request & Site Location Maps
7. Notice to Property Owners within 300 feet
8. Affidavit of Publication in Newspaper
9. Picture(s) of Sign Posted on Property

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	J. Clifton	09/27/2019
City Manager	P. Stasiak <i>PJS</i>	10-3-19

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR THE SOUTHERLY 135 FEET OF LOT 6, IN BLOCK 294 CITY OF MCALESTER, FORMERLY KNOWN AS SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, FROM C-2 NEIGHBORHOOD CONVENIENCE DISTRICT TO C-4 RESTRICTED COMMERCIAL DISTRICT.

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

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

Changing the classification of zoning district for the Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma, from C-2 Neighborhood Convenience District to C-4 Restricted Commercial District.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____ 2019.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By _____
John Browne, Mayor

Cora Middleton, City Clerk

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

By _____
William J. Ervin, City Attorney

McAlester Planning Commission Minutes
Tuesday September 17, 2019 Regular Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1

Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:31 p.m. Roll was called, and a quorum was present.

Commissioners Present: 8

Primus Moore	Frank Phillips	Justin Few	Carl Gullick
Mark Emmons	Susan Kanard	Chris Taylor	

Commissioners Absent: 3

Karen Stobaugh	Tony Korp	Michelle Mabray	Steve Cox
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Item 2

Approval of the Minutes from March 14, August 13, August 20, 2019 Meetings

A motion made by Commissioner Kanard was seconded by Commissioner Few to approve the March 14, 2019 planning meeting minutes. The vote was taken.

The vote was: 7-0

AYE: Gullick, Few, Phillips, Moore, Taylor, Kanard, Emmons.

NAY: None

A motion made by Commissioner Few was seconded by Commissioner Taylor to approve the August 13, 2019 planning meeting minutes. The vote was taken.

The vote was: 7-0

AYE: Emmons, Moore, Gullick, Few, Taylor, Kanard, Phillips.

NAY: None

A motion made by Commissioner Gullick was seconded by Commissioner Kanard to approve the August 20, 2019 planning meeting minutes. The vote was taken.

The vote was: 7-0

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

NAY: None

GENERAL BUSINESS:

Item 3

**Public Hearing: Discussion and action on P.C. #419, a request to rezone the property described below from C-2 Neighborhood Convenience District to C-4 restricted Commercial District. LOCATION: 10th & Washington Ave, McAlester, Oklahoma
LEGAL: The Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma.**

Chairman Emmons opened the item for public hearing at 6:35 p.m. Samantha Perry, Planning Technician presented the staff report to the Commission and it is hereby incorporated in the minutes by reference.

Chairman Emmons asked if there was anyone that would like to speak on behalf of the application at that time Mark Fields at 13 Georgetown Circle, McAlester, OK 74501 and Brett Cable at 2004 Sandpiper, McAlester, OK 74501 approached the podium and supplied a copy of an updated rendering to introduce as a visual for the Planning Commissioners present. Mr. Cable stated that Mr. Fields and himself were essentially landlords and

introduced BJ Howell at 2032 N 14th St, McAlester, OK 74501 and William Shawn Scott at 2254 Krebs Lake Rd, McAlester, OK 74501 as the future managers of the microbrewery and stated that they would be able to answer more specific questions. Chairman Emmons asked Mr. Howell if he would like to fill them in on details. Mr. Howell stated that the business would be a taproom with a Euro theme and different types of beers brewed on site, along with a beer garden and would be a family friendly environment. Mr. Scott stated it would be a small impact and foot print on the property and surrounding area. Commissioner Moore expressed concern about the slope located on the north of the property. Mr. Howell and Mr. Scott stated that there will be screening around the property in the rear of the building.

Chairman Emmons asked if anyone else wanted to speak in favor of or against the proposed zoning. Cecil Lee at 912 E. Jackson Ave, McAlester, OK 74501 came forward and expressed concern for his grandchildren and family that is located across the street from the proposed property and also mentioned the Grand Ave and the activities that take place there.

Chairman Emmons closed the public hearing at 6:50 p.m. and asked if there was any other discussion from the Commission.

Commissioner Gullick motioned to approve the request to rezone the property described below from C-2 Neighborhood Convenience District to C-4 restricted Commercial District. LOCATION: 10th & Washington Ave, McAlester, Oklahoma LEGAL: The Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma. Commissioner Taylor seconded the motion. Chairman Emmons asked if there was any other discussion. There was not. Roll was called.

The vote was 7-0

AYE: Moore, Taylor, Phillips, Few, Gullick, Kanard, Emmons.

NAY: None

The motion carried.

Item 4

Public Hearing: Discussion and action upon recommendation to the City Council of the Moving McAlester Forward 2040 Comprehensive Plan.

Chairman Emmons opened the item for public hearing at 6:51 p.m. and Mrs. Perry presented the documents attached in the agenda packet pertaining to the Comp Plan, to the Commission and is hereby incorporated in the minutes by reference.

Pete Stasiak, City Manager, spoke on behalf of the action plan and the meetings taken place. He stated that the action plan team has targeted 6 out of 12 present action plans. He reassured the Commissioners that the Comp Plan would not sit on a shelf.

Chairman Emmons asked if there was anyone who would like to comment. There was none. Chairman Emmons closed the public hearing at 6:55 p.m. and called for a motion. Commissioner Moore motioned for approval of the recommendation to the City Council of the Moving McAlester Forward 2040 Comprehensive Plan. Commissioner Few seconded the motion. Chairman Emmons asked if there was any other discussion. There was not. Roll was called.

The vote was 7-0

AYE: Phillips, Few, Gullick, Kanard, Moore, Taylor, Emmons.

NAY: None

The motion carried.

- Item 5** **Public Hearing: Discussion and action on SN #310, a request to rename the public facility described below. LOCATION: A public park at B Street & W Jefferson Avenue. EXISTING NAME: None. PROPOSED NAME: Leadership Park.**

Chairman Emmons opened the item for public hearing at 6:56 p.m. and Mrs. Perry presented the staff report to the Commission and it is hereby incorporated in the minutes by reference.

Billy Sumner 1311 E Wichita Ave, McAlester, OK 74501 presented as the representative of the 2019-2020 Leadership class. Mr. Sumner stated that the leadership class project was to improve the park at B and Jefferson Ave. and needed a proper name. His proposal was the "Leadership Park". Mr. Stasiak stated that the leadership class raised funds and was partnered with other entities and organizations funding to improve the park.

Chairman Emmons asked if anyone else would like to speak for or against the application. No one came forward. Chairman Emmons closed the public hearing at 7:01 p.m. and called for a motion. Commissioner Gullick motioned to approve renaming the public facility described below. LOCATION: A public park at B Street & W Jefferson Avenue. EXISTING NAME: None. PROPOSED NAME: Leadership Park. Commissioner Few seconded the motion. Chairman Emmons asked if there was any other discussion. There was not. Roll was called.

The vote was 7-0

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

NAY: None

The motion carried.

- Item 6** **New Business**
None

- Item 7** **Staff Report**
None

- Item 8** **Commission Report**
Chairman Emmons stated there was a meeting with the City of Hartshorne along with a presentation created by Jayme Clifton, Community Development Director for the creation of a planning commission in Hartshorne.

- Item 9** **Adjournment**
A motion made by Commissioner Taylor was seconded by Commissioner Few to adjourn the meeting at 7:17 p.m. There was no objection. Roll was called.

The vote was 7-0

AYE: Taylor, Phillips, Few, Gullick, Kanard, Moore, Emmons.

NAY: None

The motion carried.

Approved:

Planning Commission Chairman	Date
------------------------------	------

McALESTEROK

Community Development Department

28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4970



PLANNING COMMISSION STAFF REPORT September 17, 2019

To: McAlester Planning Commission
From: Samantha Perry, Planning Technician/Executive Assistant
Date: September 12, 2019

Case: PC #419 Request to Rezone

Applicant: Pietro's First Post, LLC
Represented by Mark E. Fields

Zoning District: C-2 Neighborhood Convenience District

Location: NW Corner of 10th Street & Washington Avenue, McAlester, Oklahoma

Legal Description: The Southerly 135 feet of Lot 6, in Block 294, City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma.

General Description:
Applicant is requesting a change in zoning from C-2 Neighborhood Convenience District To C-4 Restricted Commercial District.

General Notifications:

Posting of Sign on Property	August 30, 2019
Publication in McAlester News Capital	August 31, 2019

Notification to Property Owners within 300 Feet:

Property Owners within 300 feet	26 (Mailed on August 30, 2019)
Notification receipts received	18
Notification Returned Unclaimed	1
Notifications Still Out	7

Attachments:

Application
Area of Request Map with Area Zoning Shown
Site Location Map
Notice to Property Owners within 300 feet
Affidavit of Publication
Picture of Sign Posted on Property

Background Information:

The applicant Pietro's First Post, LLC, represented by Mark E. Fields, purchased the property on July 18, 2019 and wishes to develop the property to include a microbrewery.

Sec. 62-261. C-2 neighborhood convenience district.

- (a) *General description.* This commercial district is intended for a unified grouping, in one or more buildings, of retail shops and stores that provide for the regular needs and are for the convenience of the people residing in the adjacent residential neighborhoods. It is intended that the suburban convenience center be developed as a unit with adequate off-street parking space for customers and employees, and with appropriate landscaping and screening.
- (b) *Uses permitted.* All buildings or uses hereafter established or enlarged shall comply with the following conditions and restrictions: *examples of businesses allowed in C-2 neighborhood convenience district:* Bakery Shop, Beauty Shop, Drugstore, Florist Shop, Liquor Store, Self Service Laundries etc.

Sec. 62-263. C-4 restricted commercial district.

- (a) *General description.* This commercial district is established for a high grade restricted commercial district removed from the central business district, along a thoroughfare, provided with adequate open space and parking.
- (b) *Uses permitted.* All buildings or uses hereafter established or enlarged shall comply with the conditions and restrictions enumerated below. It is intended that the grouping of buildings and parking areas be designed, insofar as possible, next to adjacent residential areas. In no case shall the permitted uses provide less than the standards outlined within. *examples of businesses allowed in C-4 restricted commercial district:* Bakery, Car Wash, Dairy Products Store, Delicatessen, Grocery Store, Liquor Store, Lodge Halls, Restaurants, Variety Store.

Sec. 62-303. New commercial district areas.

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

Staff Analysis:

The subject property currently includes a vacant lot on 15,525 square feet. The property adjoins E Washington Ave and N 10th St. and is near N Strong Blvd. Washington Ave appears to be 36 feet wide as measured from back of curb and is considered a collector street.

The surrounding area includes C-4 Restricted Commercial District to the south, R-1B Single Family Residential District to the east, west and north. The surrounding uses include a mix of agriculture, residential, institutional, and commercial. Such as the Grand Community Center, Physical Therapy and Dr. Offices. Lots on the west and north side of property appear undeveloped.

Staff has not received any written responses from the surrounding property owners that are in favor or in opposition to the application.

Staff Recommendation:

The impact to the adjacent community appears to be reasonable, the zoning is comparable to existing zoning located across the street to the south of the property. The property has ample area to accommodate a microbrewery development and good road access. Staff has had meetings with the applicants and applicants are confident they can meet all building and parking requirements. Staff recommends approval of the applicant's request to rezone the property described above from the C-2 neighborhood convenience district to C-4 restricted commercial district.

The zoning map amendment request is tentatively scheduled for the October 8, 2019 council meeting, pending the recommendation of the planning commission. A majority vote of the planning commission members present, and voting are required to recommend approval to the council.

Appeal Language if Rezoning Request Not Approved by Planning Commission

Sec. 62-157 (g) If the planning commission fails to set up a petition for amendment for public hearing within 30 days after its proper filing with the planning commission at a regular scheduled meeting; or if after public hearing, the planning commission fails to recommend that this article be amended in accordance with such petition for amendment, such failure shall be deemed the final determination and decision of the planning commission. The final determination of the planning commission may be appealed to the city council provided a written request for a hearing before the city council is served on the chairman of the planning commission within 15 days after the final determination of the planning commission.

FOR OFFICE USE ONLY

AUG 06 2019

Received

- CITY OF McALESTER, OKLAHOMA -

APPLICATION FOR ZONING, REDISTRICTING
AND PERMISSIVE USE

DATE _____ APPLICATION NUMBER _____

A filing fee of _____ has been paid.

PROCEDURE

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

LEGAL DESCRIPTION: SOUTH 135' LOT 6 BLK 294 SO McALESTER

LOCATION OR ADDRESS OF PROPERTY: _____

THE PROPERTY REQUESTED TO BE REZONED IS OWNED BY:

NAMEADDRESS

A. PIETRO'S FIRST POST LLC C/O MARK B FIELDS
B. _____ 13 GEORGETOWN CIR
C. _____ McALESTER OK 74501
D. _____

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

FROM: C-2 TO: C-4

FRONTAGE IN FEET:

DEPTH IN FEET:

TOTAL SQUARE FEET:

115'135'15,525

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

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

Signature of Applicant(s)

Address (include zip code)

Telephone #

Beth Culah 2004 SANDPIPER ST McAlester, OK 74501 918-916-3238
Mike Furr 13 Georgetown Cir, McAlester, OK 74501 918-329-7055

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

PROPOSED USE TO BE: OKLAHOMA SMALL BREWER

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

	Existing Structures	Proposed Structures
a. Front Yard Set-Back	_____ ft.	<u>25'</u> ft.
b. Side Yard Set-Back	_____ ft.	<u>25'</u> ft.
c. Rear Yard Set-Back	_____ ft.	<u>40'</u> ft.
d. Building Height	_____ ft.	<u>12'</u> ft.
e. Number Off-Street Parking Spaces	_____	
f. Type of Parking Surface	_____	
g. Percent of Lot area Covered	<u>15.45%</u>	

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

a. Street Name _____	Easement Width _____
Surface Width _____	Surface Type _____
b. Storm Sewer Size _____	c. Sanitary Sewer Size _____
d. Water Main Size _____	e. Septic System _____

PIONEER ABSTRACT COMPANY

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

CERTIFICATE

The Southerly 135 feet of Lot 6, in Block 294, City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma.

I, Pamela Bennett, Bonded Abstractor, License No. 1820 and Vice President of PIONEER ABSTRACT COMPANY of McAlester, Inc., hereby certifies that the attached list constitutes all the names of all owners of record as shown by the current year's tax rolls in the Office of the County Treasurer of Pittsburg County and State of Oklahoma, of property abutting and within three hundred feet in any direction from the legal description shown above. All persons required to be notified by 11 O. S. Section 659.3 (1975) and all mailing addresses obtainable are indicated as required.

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

Dated this 9th day of August, 2019.

Pamela Bennett

**Pamela Bennett, License No. 1820
PIONEER ABSTRACT COMPANY
Of McAlester, Inc.**

Subscribed and sworn to before me this 9th day of August, 2019.

My commission expires:

Shelli Pitcher
Notary Public

Order No. 5363-19 sc



RECORD OWNER

Miller Newman
Alice Newman
911 East Adams Avenue
McAlester, Oklahoma 74501

Pentecost Church
102 North 13th Street
Phoenix, Arizona 85034

Brenda Baxter
P.O. Box 323
Crowder, Oklahoma 74430

Luther Jones
c/o Lynita Marsh Carter
10409 North McKinley
Oklahoma City, Oklahoma 73114

Ysidro Santamaria
Eufemia Santamaria
1020 East Adams Avenue
McAlester, Oklahoma 74501

Sherry Green
Terry Green
1010 East Adams Avenue
McAlester, Oklahoma 74501

Christine Ellis
Don Laws
1002 East Adams Avenue
McAlester, Oklahoma 74501

Leo Thompson
Elizabeth Thompson
1201 East Adams Avenue
McAlester, Oklahoma 74501

Damon Mascoto
P.O. Box 3685
McAlester, Oklahoma 74502

Roger Key Equipment Inc
1327 South George Nigh
McAlester, Oklahoma 74501

Erva M. Braxton
c/o Tommy Braxton
1007 East Washington
McAlester, Oklahoma 74501

Stuart F. Webber
P.O. Box 22
Hartshorne, Oklahoma 74547

Willard W. Kreimeier
525 East Creek Avenue
McAlester, Oklahoma 74501

LEGAL DESCRIPTION OF PROPERTY

Lot 4 and the Westerly 50 feet of Lot 5, in Block 277, South McAlester.

The Easterly 70 feet of Lot 5, in Block 277, South McAlester.

Lot 6, in Block 277, South McAlester.

Lots 4 and 5, in Block 278, South McAlester.

The Westerly 35 feet of Lot 1 and the Easterly 40 feet of Lot 2, in Block 293, South McAlester.

The Westerly 80 feet of Lot 2, in Block 293, South McAlester.

Lot 3, in Block 293, South McAlester.

The Westerly 65 feet of Lot 4, in Block 293, South McAlester.

The Easterly 50 feet of Lot 4, in Block 293, South McAlester.

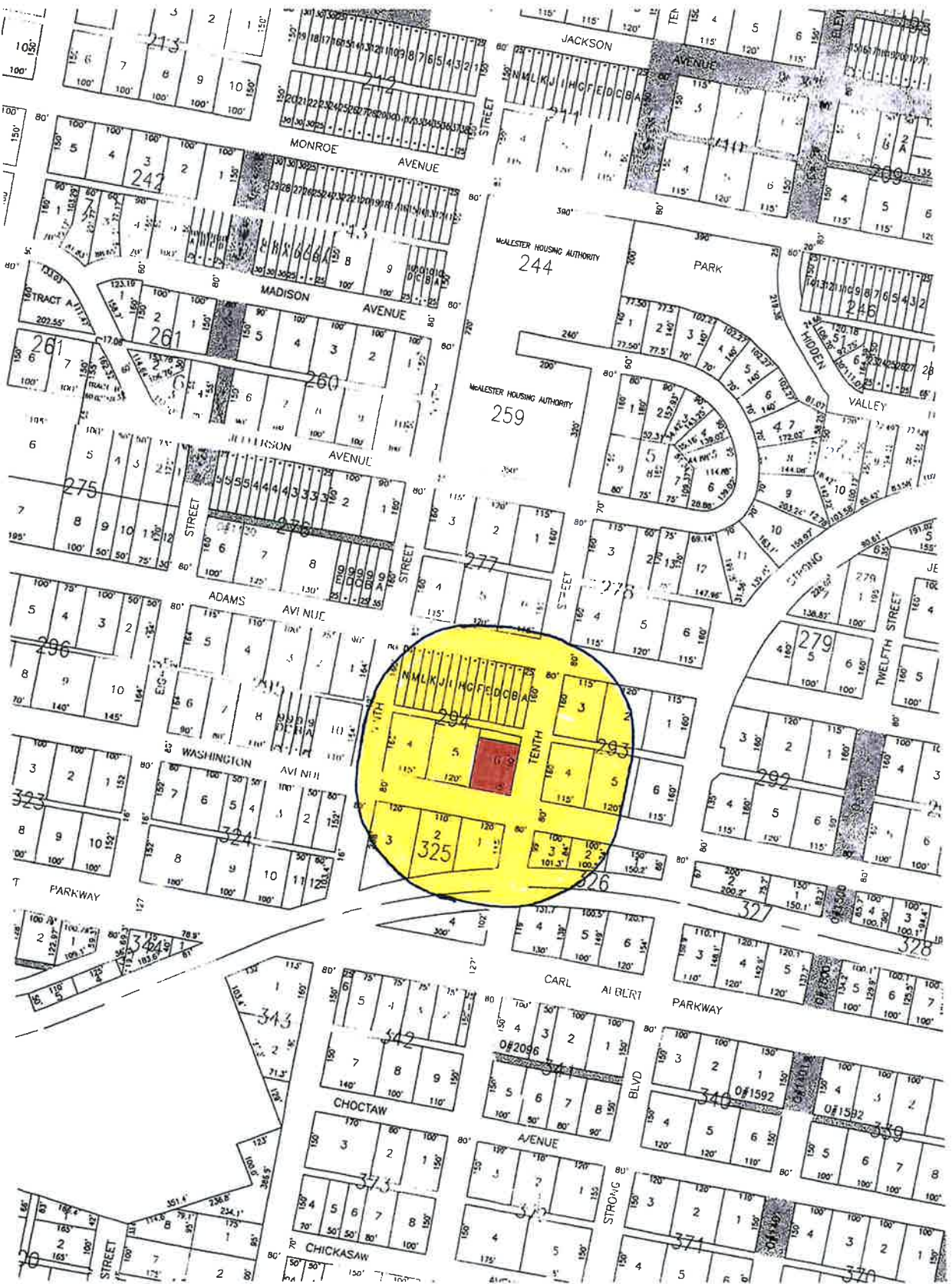
The Westerly 60 feet of Lot 5, in Block 293, South McAlester.

The Easterly 60 feet of Lot 5, in Block 293, South McAlester.

Lots A, B and C, in Block 294, South McAlester.

Lots D, E, F, G, H, I, J, K, L, M and N, in Block 294, South McAlester.

Jerry Robert Troy 1001 Leewood Edmond, Oklahoma 73034	The Southerly 135 feet of Lot 6, in Block 294, South McAlester.
S and S Zeal P.O. Box 51 Wilburton, Oklahoma 74578	The Northerly 25 feet of Lot 6, in Block 294, South McAlester.
William M. Ward Jr. c/o Wendell Ward 2807 Northeast 17 th Oklahoma City, Oklahoma 73111	The Easterly 75 feet of Lot 5, in Block 294, South McAlester.
Roger Key Equipment Inc 1327 South George Nigh McAlester, Oklahoma 74501	The Westerly 45 feet of Lot 5, in Block 294, South McAlester.
Mae C. Boxley Wilson Maceo "Cookie" P. Settle 2421 Cales Drive Arlington, Texas 76013	Lot 4, in Block 294, South McAlester.
McAlester Housing Authority 520 West Kiowa McAlester, Oklahoma 74501	Lot 3, in Block 325, South McAlester.
Cecil R. Lee 912 East Washington McAlester, Oklahoma 74501	The Westerly 73 feet of Lot 2, in Block 325, South McAlester.
Edwin Lee c/o Cecil R. Lee 912 East Washington McAlester, Oklahoma 74501	The Easterly 37 feet of Lot 2, in Block 325, South McAlester.
Grand Avenue Community Center Inc 918 East Washington McAlester, Oklahoma 74501	Lot 1, in Block 325, South McAlester.
James Dwayne Smith 7246 East Highway 270 McAlester, Oklahoma 74501	Lot 3, in Block 326, South McAlester.
Gary K. Augter Revocable Living Trust 1030 East Washington McAlester, Oklahoma 74501	Lots 1 and 2, in Block 326, South McAlester.
R & J Property Management LLC c/o CVS #10275-01 Woonsocket, Rhode Island 02895	Lot 1, CVS McAlester Addition, a subdivision of Blocks 325 and 326 lying South of the Railroad, in South McAlester.
Chicago Rock Island & Pacific Railroad LLC P.O. Box 601 165 W. South Street Suite 210 Hernando, Missouri 38632	Railroad Right-of-Way.
City of McAlester McAlester, Oklahoma	Easements, Alleys, Public Ways.
Pittsburg County Board of County Commissioners	Easements, Alleys, Public Ways.





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

SCALE: 1" = 200'

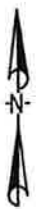
AREA OF
REQUEST



Prepared By:
City of McAlester
Engineering Department
08/22/19



SITE
LOCATION



SCALE: 1" = 200'



Prepared By:
City of McAlester
Engineering Department
08/22/19

McALESTEROK

Community Development Department

28 E. Washington • PO Box 578 • McAlester, Oklahoma 74502 • 918-423-9300 • FAX 918-421-4970



August 30, 2019

RE: P.C. Case #419

Dear Property Owner:

An application requesting the rezoning of the following described property from C-2 Neighborhood Convenience District to C-4 restricted Commercial District has been filed with the Community Department of the City of McAlester:

LOCATION: NW Corner of 10th St & Washington Ave, McAlester, Oklahoma

LEGAL: The Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma.

PROPOSED CHANGE: From C-2 Neighborhood Convenience District to C-4 Restricted Commercial District

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, September 17, 2019 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community Development Department prior to the Public Hearing. Written responses should be received by Tuesday, September 10, 2019.

Please be advised that if the Tuesday, September 17, 2019 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc.; the September 17, 2019 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the September 17th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, October 15, 2019 McAlester Planning Commission meeting at 6:30 p.m.

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

Sincerely,

Jayme Clifton
Community Development Director

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

cc: John Browne, Mayor
Weldon Smith, 1st Ward Councilman
Mark Emmons, Planning Commission Chairman

AFFP

B STREET RENAM. \$33.30

McAlester News-Capital

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

I, Cindi Perez, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of McAlester News-Capital, a daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the city of McAlester, for the county of Pittsburg, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

August 31, 2019

(Published in the McAlester News-Capital on August 31st, 2019.)

CITY OF McALESTER
NOTICE OF RENAMING A PUBLIC FACILITY

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, September 17, 2019 at 6:30 p.m. concerning the application to rename a public facility at the described location:

LOCATION: NW Corner of B Street & Jefferson Avenue

LEGAL DESCRIPTION: Lots 6, 7, 8 & 9, Block 234,
South McAlester

EXISTING NAME: Commonly known as "B & Jefferson Park"

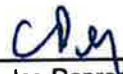
PROPOSED NAME: Leadership Park

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

Date: 8/29/19
/S/Cora Middleton, City Clerk

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

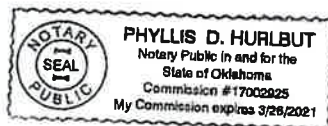
SIGNED:


Sales Representative

Subscribed to and sworn to me this 31st day of August 2019.


Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



03100051 00028267

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

Community & Economic
Development Department

SEP 06 2019

Received







McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019
Department: Grants Administration
Prepared By: S. Giacomo
Date Prepared: September 30, 2019

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: 1 – Award Report

Subject

Consider and act upon, authorizing the City Manager to accept a grant award from the FY 19 Body-Worn Camera Policy and Implementation Program in the amount of \$46,733 for City of McAlester.

Recommendation

Staff recommends acceptance of the grant award and conditions and authorizing the City Manager to execute the agreement with the Bureau of Justice Assistance.

Discussion

City Staff completed and submitted an application to the Bureau of Justice Assistance's FY 19 Body-Worn Camera Grant Program in June 2019 in order to update and expand the use of Body-Worn Cameras and necessary software within the McAlester Police Department. The request for funding was approved with \$46,733 awarded through the grant and required match from the City of \$46,789. If accepted, the program will be implemented before September 30, 2022.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PJS

10-3-19



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 25, 2019

Mr. Peter J. Stasiak
City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

Dear Mr. Stasiak:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Body-Worn Camera Policy and Implementation Program in the amount of \$46,733 for City of McAlester.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Yolaine Faustin, Program Manager at (202) 353-1720; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Jon Adler".

Jon Adler
Director

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 25, 2019

Mr. Peter J. Stasiak
City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

Dear Mr. Stasiak:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 42.205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director


cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 15

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of McAlester P.O. Box 578 McAlester, OK 74502-0578		4. AWARD NUMBER: 2019-BC-BX-0025	
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022	
		6. AWARD DATE 09/25/2019	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 736005314	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 074263849	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE FY 19 Body Worn Camera Program	10. AMOUNT OF THIS AWARD		\$ 46,733
	11. TOTAL AWARD		\$ 46,733
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - Body-Worn Camera Program) Pub. L. No. 116-6, 133 Stat 13, 114			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.835 - Body Worn Camera Policy and Implementation Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Jon Adler Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Peter J. Stasiak City Manager	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B BC 80 00 00 46733		21. UBCUGT1537	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 15

PROJECT NUMBER 2019-BC-BX-0025

AWARD DATE 09/25/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

33. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 15

PROJECT NUMBER 2019-BC-BX-0025

AWARD DATE 09/25/2019

SPECIAL CONDITIONS

34. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

36. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

37. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 15

PROJECT NUMBER 2019-BC-BX-0025

AWARD DATE 09/25/2019

SPECIAL CONDITIONS

38. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

39. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
40. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-BC-BX-0025 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
41. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 15

PROJECT NUMBER 2019-BC-BX-0025

AWARD DATE 09/25/2019

SPECIAL CONDITIONS

42. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
43. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of McAlester

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2019-BC-BX-0025

PAGE 1 OF 1

This project is supported under FY19(BJA - Body-Worn Camera Program) Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Yolaine Faustin
(202) 353-1720

2. PROJECT DIRECTOR (Name, address & telephone number)

Stephanie L. Giacomo
Grant Writer / Administrator
P.O. Box 578
McAlester, OK 74502
(918) 423-9300

3a. TITLE OF THE PROGRAM

Category 1: Implementation or Expansion of BWC Programs for Small to Mid-sized Agencies

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 19 Body Worn Camera Program

5. NAME & ADDRESS OF GRANTEE

City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 46,733

10. DATE OF AWARD

09/25/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to limited public agencies (i.e., states, units of local government, (including tribal government, recognized by the Secretary of the Interior), combinations of such states or units, or any department, agency, or instrumentality of the foregoing), that perform criminal justice functions; and national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee.

The BWC PIP, funded under the Department of Justice Appropriations Act, 2019 (P.L. 116-6), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is to help agencies develop, implement, and assess their BWC program as one tool in a law

enforcement agency's comprehensive problem-solving approach to leverage the evidentiary value of BWC digital footage; enhance officer and citizen safety, promote mutual trust and civility between officers and the public; and build community trust. Elements of such an approach include: implementation of a BWC program developed in a planned and phased approach; collaboration that leverages partnerships with cross-agency criminal justice stakeholders including prosecutors and advocacy organizations; implementation of appropriate privacy policies; implementation of operational procedures and tracking mechanisms; training of officers, administrators, and associated agencies requiring access to digital media evidence; adoption of practices and deployment of BWC programs appropriately addressing operational requirements. CA/NCF



McAlester City Council

AGENDA REPORT

Meeting Date:	October 8, 2019	Item Number:	4
Department:	Public Works		
	David Horinek, Public	Account Code:	
Prepared By:	Works Director		
Date Prepared:	September 30, 2019	Budgeted Amount:	
		Exhibits:	2

Subject

Consider and act upon, accepting the bid amount of \$49,475.00 from Built Right Construction, LLC and authorize the Mayor to sign the Notice of Award for the 5th and Miami Sewer Improvements Project.

Recommendation

The recommendation is to accept the bid amount of \$49,475.00 from Built Right Construction, LLC and authorize the Mayor to sign the Notice of Award for the 5th and Miami Sewer Improvements Project.

Discussion

Approved By

Initial

Date

Department Head
City Manager

D.
Horinek
P. Stasiak

PJS

10-3-19



September 26, 2019

City of McAlester
28 East Washington
McAlester, OK 74501

Re: ^{Miami} 5th & Washington Sewer Improvements
Letter of Recommendation; Notice of Award

Dear Mr. Stasiak:

The above referenced project was bid at 2:00 p.m., on Thursday, September 26, 2019 at the McAlester City Hall. Four (4) contractors had received plans and specifications for this project and three (3) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Built Right Construction, LLC was the apparent low bidder with a bid of \$49,475.00.

We recommend that the City of McAlester award the contract to Built Right Construction, LLC in the amount of \$49,475.00.

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

Dale Burke, P.E.
President

DB/dv
Enclosure
Project No. MC-19-03

NOTICE OF AWARD

TO: Built Right Construction, LLC
9662 US Highway 69
Savanna, OK 74565

Project Description: 5th & Miami Sewer Improvements

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 31, 2019 & September 7, 2019 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
\$ Forty-Nine Thousand Four Hundred Seventy-Five Dollars (\$49,475.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE 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: Vice President



McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019

Item Number: 5

Department: Finance

Toni Ervin, Assistant City

Prepared By: Manager

Account Code: _____

Date Prepared: September 30, 2019

Budgeted Amount: _____

Exhibits: A-1

Subject

Consider and act upon, an Ordinance amending Ordinance No. 2656 which established the budget for fiscal year 2019-2020; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

The budget amendment ordinance is necessary to cover a budget transfer over the allowed \$25,000.

Approved By

Department Head

City Manager

P. Stasiak

Initial

PS

Date

10-3-19

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,
AMENDING ORDINANCE NO. 2656 WHICH ESTABLISHED THE
BUDGET FOR FISCAL YEAR 2019-20; REPEALING ALL
CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY
CLAUSE; AND DECLARING AN EMERGENCY.**

WHEREAS, the City Council heretofore adopted Ordinance No. 2656 setting forth the Budget for Fiscal Year 2019-2020 beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2019-2020 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2019-2020 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2019-2020 Budget.

SECTION 2: All portions of the existing FY 2019-2020 Budget, Ordinance No. 2656 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION 3: That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this _____ day of _____, 2019.

**CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation**

By _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

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

William J. Ervin, City Attorney

[illegible][illegible]

A1120-006



McAlester City Council

AGENDA REPORT

Meeting Date: October 8, 2019 **Item Number:** 6

Department: _____

Prepared By: Peter Stasiak, City Manager **Account Code:** _____

Date Prepared: October 1, 2019 **Budgeted Amount:** _____

Exhibits: 4

Subject

Consider and act upon, to authorize the Mayor to accept and sign State Contract #0-5137 for a period of one year for the Supplies, Pavement Marking and Traffic Striping Services of city streets pursuant to Section 2-275 of the McAlester City Code.

Recommendation

Staff recommends authorization for the Mayor to accept and sign State Contract #0-5137 for the Supplies, Pavement Marking and Traffic Striping Services of city streets per the attached list.

Discussion

The attached list contains prioritized streets and locations to be serviced by the contract from Action Safety Supply Co., LLC in the amount of \$63,664.00. Should the higher priority locations require additional work, i.e., scraping, cleaning, etc., for preparation of new applications, funds may be consumed at a faster rate. Funds will be applied to the highest priorities with the remainder to be used in consecutive order.

Approved By

Initial

Date

Department Head
City Manager

P. Stasiak

PJS

10-3-19



Statewide Contract Addendum

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

Statewide Contract #: SW0776

PeopleSoft Contract ID: 0-5137

Contract Title: Traffic Striping

Contract Issuance Date: 03-13-2018

Contract Supplier: Action Safety Supply Co., LLC

Addendum # 1

Addendum Date: 01-25-2019

OMES Point of Contact:

Contracting Officer: Lisa Bradley

Phone Number: 405-522-4480

E-mail address: Lisa.Bradley@omes.ok.gov

Addendum Information:

Action Safety has agreed to a one year contract renewal The contract period has been revised to include:

03-13-2019 through 03-25-2022

Vendor ID# 000074266

PO Box 270238

OKC, OK 73137

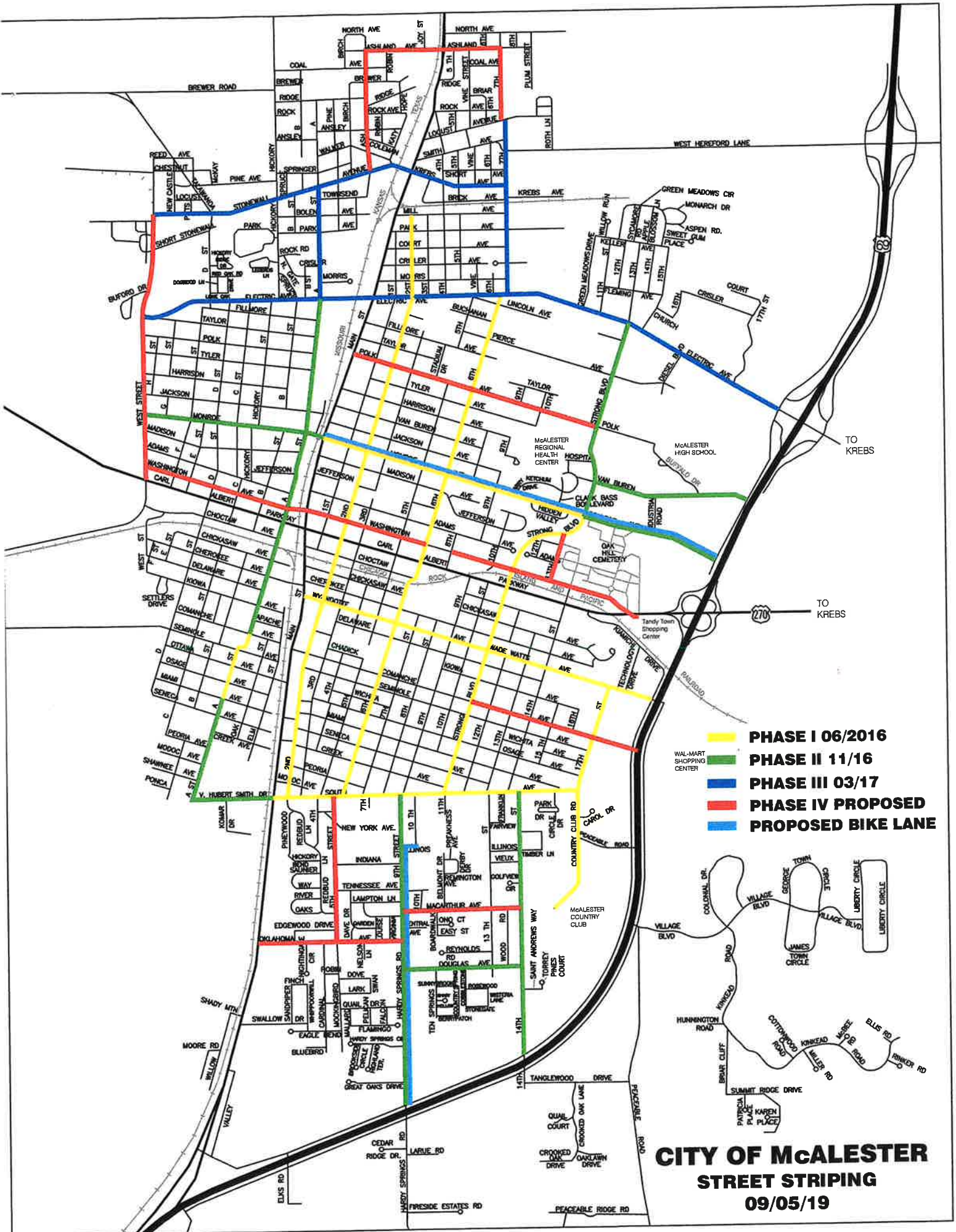
Contact: Greg Hietpas

405-787-2244

sales@actionsafetysupply.com

**2019 STREET STRIPING(PHASE IV) AND BIKE LANES
QUANTITIES AND LOCATIONS -10-1-19**

Location	4" Yellow(LF)	6"White(LF)	Total LF/EA.	Cost
N. 7th St. - Locust Ave. to Ashland Ave.	2906	0	2906	\$1,570
Ashland Ave. - N. 7th St. to Ash St.	5074	0	5074	2,740
Ash St. - Ashland Ave. to Stonewall Ave.	4252	0	4252	2,296
West St. - Stonewall Ave. to Carl Albert Pkwy.	10044	0	10044	5,424
Washington Ave. - West St. to Tandy Town	20796	0	20796	11,230
Polk Ave. - Main St. to Strong Blvd.	10074	0	10074	5,440
N. 13th St. - Wash. Ave. to Strong Blvd.	1524	0	1524	823
Comanche Ave. - Strong Blvd. to US 69 Serv. Rd.	6644	0	6644	3,588
S. 5th St. - South Ave. to Oklahoma Ave.	5860	0	5860	3,164
Oklahoma Ave. - Main St. to S. 9th/Hardy Springs	5300	0	5300	2,862
MacArthur Ave. - S. 9th St. to S. 14th St.	4620	0	4620	2,495
Subtotal for 4" Double Yellow Centerline Striping	77094	0	77094	\$41,632
Monroe Ave. Bike Lanes - Main St. to US 69 Serv. Rd.	0	16724	16724	\$13,212
Illinois Ave. - S. 9th St. to Belmont Bridge - S. Side	0	600	600	474
S. 9th St. - Illinois Ave. to US 69 Service Road	0	10564	10564	8,346
Subtotal for 6" White Bike Lane Striping				\$22,032
TOTAL EST. COST FOR STRIPING STREETS/BIKE LANES				\$63,664
NOTES ON COST ESTIMATES:				
Striping Cost Estimates are based on the State of Oklahoma Central Purchasing Bid Prices for ODOT East Region (Divisions 1,2 & 8)				
4" wide yellow multi-polymer traffic stripe cost is \$ 0.47/LF				
4" wide pavement marking removal cost is \$ 0.07/LF				
6" wide white multi-polymer traffic stripe cost is \$ 0.72/LF				
6" wide pavement marking removal cost is \$ 0.07/LF				



- PHASE I 06/2016**
- PHASE II 11/16**
- PHASE III 03/17**
- PHASE IV PROPOSED**
- PROPOSED BIKE LANE**

CITY OF McALESTER
STREET STRIPING
09/05/19



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 8, 2019</u>	Item Number:	<u>7</u>
Department:	<u>Community Development</u>	Account Code:	<u></u>
Prepared By:	<u>Jayne Clifton, Director</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 30, 2019</u>	Exhibits:	<u>9</u>

Subject

Consider and act upon, a resolution to rename a public facility commonly known as B & Jefferson Park to Leadership Park and authorizing the mayor to sign the resolution.

Recommendation

Motion to act upon and approve the resolution to rename a public facility commonly known as B & Jefferson Park to Leadership Park and authorizing the mayor to sign the resolution.

Discussion

The applicants, McAlester Area Chamber of Commerce and Leadership McAlester, is requesting that a public facility be formally renamed to Leadership Park. Staff has been unable to locate any name for the park other than it has been commonly known as B & Jefferson Park. The McAlester Planning Commission met on September 17, 2019 and unanimously voted (7 Yes to 0 No) to recommend that the applicant's request be approved.

Attachments:

1. Resolution to Rename a Public Facility
2. Draft Minutes of the September 17, 2019 McAlester Planning Commission Meeting
3. Staff Report
4. Application
5. Area of Request Map
6. Site Location Map
7. Affidavits of Publications
8. Quit Claim Deed filed March 11, 1948
9. Photos of Park

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	J. Clifton	<u>09/30/2019</u>
City Manager	P. Stasiak <i>PJS</i>	<u>10-3-19</u>

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCALESTER TO
RENAME A PUBLIC FACILITY COMMONLY KNOWN AS B & JEFFERSON PARK
TO LEADERSHIP PARK**

WHEREAS, the McAlester Area Chamber of Commerce's class of Leadership McAlester has petitioned to change the name of a public facility commonly known as B & Jefferson Park to Leadership Park, and;

WHEREAS, the City of McAlester has owned the property since March 11, 1948 and there is no record of a name for the public facility other than B & Jefferson Park; and

WHEREAS, the Planning Commission, after due consideration, has recommended that the public facility name be changed to Leadership Park.

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

The public facility located at the northwest corner of B Street and Jefferson Avenue, described as Lots 6, 7, 8, and 9, in Block 234, South McAlester, Pittsburg County, State of Oklahoma, that is commonly known as B & Jefferson Park be renamed and established as Leadership Park.

PASSED AND APPROVED by the Council of the City of McAlester, Oklahoma on this 8th day of October 2019.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

McAlester Planning Commission Minutes
Tuesday September 17, 2019 Regular Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1

Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:31 p.m. Roll was called, and a quorum was present.

Commissioners Present: 8

Primus Moore	Frank Phillips	Justin Few	Carl Gullick
Mark Emmons	Susan Kanard	Chris Taylor	

Commissioners Absent: 3

Karen Stobaugh	Tony Korp	Michelle Mabray	Steve Cox
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Item 2

Approval of the Minutes from March 14, August 13, August 20, 2019 Meetings

A motion made by Commissioner Kanard was seconded by Commissioner Few to approve the March 14, 2019 planning meeting minutes. The vote was taken.

The vote was: 7-0

AYE: Gullick, Few, Phillips, Moore, Taylor, Kanard, Emmons.

NAY: None

A motion made by Commissioner Few was seconded by Commissioner Taylor to approve the August 13, 2019 planning meeting minutes. The vote was taken.

The vote was: 7-0

AYE: Emmons, Moore, Gullick, Few, Taylor, Kanard, Phillips.

NAY: None

A motion made by Commissioner Gullick was seconded by Commissioner Kanard to approve the August 20, 2019 planning meeting minutes. The vote was taken.

The vote was: 7-0

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

NAY: None

GENERAL BUSINESS:

Item 3

Public Hearing: Discussion and action on P.C. #419, a request to rezone the property described below from C-2 Neighborhood Convenience District to C-4 restricted Commercial District. LOCATION: 10th & Washington Ave, McAlester, Oklahoma
LEGAL: The Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma.

Chairman Emmons opened the item for public hearing at 6:35 p.m. Samantha Perry, Planning Technician presented the staff report to the Commission and it is hereby incorporated in the minutes by reference.

Chairman Emmons asked if there was anyone that would like to speak on behalf of the application at that time Mark Fields at 13 Georgetown Circle, McAlester, OK 74501 and Brett Cable at 2004 Sandpiper, McAlester, OK 74501 approached the podium and supplied a copy of an updated rendering to introduce as a visual for the Planning Commissioners present. Mr. Cable stated that Mr. Fields and himself were essentially landlords and

introduced BJ Howell at 2032 N 14th St, McAlester, OK 74501 and William Shawn Scott at 2254 Krebs Lake Rd, McAlester, OK 74501 as the future managers of the microbrewery and stated that they would be able to answer more specific questions. Chairman Emmons asked Mr. Howell if he would like to fill them in on details. Mr. Howell stated that the business would be a taproom with a Euro theme and different types of beers brewed on site, along with a beer garden and would be a family friendly environment. Mr. Scott stated it would be a small impact and foot print on the property and surrounding area. Commissioner Moore expressed concern about the slope located on the north of the property. Mr. Howell and Mr. Scott stated that there will be screening around the property in the rear of the building.

Chairman Emmons asked if anyone else wanted to speak in favor of or against the proposed zoning. Cecil Lee at 912 E. Jackson Ave, McAlester, OK 74501 came forward and expressed concern for his grandchildren and family that is located across the street from the proposed property and also mentioned the Grand Ave and the activities that take place there.

Chairman Emmons closed the public hearing at 6:50 p.m. and asked if there was any other discussion from the Commission.

Commissioner Gullick motioned to approve the request to rezone the property described below from C-2 Neighborhood Convenience District to C-4 restricted Commercial District. LOCATION: 10th & Washington Ave, McAlester, Oklahoma LEGAL: The Southerly 135 feet of Lot 6, in Block 294 City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma. Commissioner Taylor seconded the motion. Chairman Emmons asked if there was any other discussion. There was not. Roll was called.

The vote was 7-0

AYE: Moore, Taylor, Phillips, Few, Gullick, Kanard, Emmons.

NAY: None

The motion carried.

Item 4

Public Hearing: Discussion and action upon recommendation to the City Council of the Moving McAlester Forward 2040 Comprehensive Plan.

Chairman Emmons opened the item for public hearing at 6:51 p.m. and Mrs. Perry presented the documents attached in the agenda packet pertaining to the Comp Plan, to the Commission and is hereby incorporated in the minutes by reference.

Pete Stasiak, City Manager, spoke on behalf of the action plan and the meetings taken place. He stated that the action plan team has targeted 6 out of 12 present action plans. He reassured the Commissioners that the Comp Plan would not sit on a shelf.

Chairman Emmons asked if there was anyone who would like to comment. There was none. Chairman Emmons closed the public hearing at 6:55 p.m. and called for a motion. Commissioner Moore motioned for approval of the recommendation to the City Council of the Moving McAlester Forward 2040 Comprehensive Plan. Commissioner Few seconded the motion. Chairman Emmons asked if there was any other discussion. There was not. Roll was called.

The vote was 7-0

AYE: Phillips, Few, Gullick, Kanard, Moore, Taylor, Emmons.

NAY: None

The motion carried.

- Item 5** **Public Hearing: Discussion and action on SN #310, a request to rename the public facility described below. LOCATION: A public park at B Street & W Jefferson Avenue. EXISTING NAME: None. PROPOSED NAME: Leadership Park.**

Chairman Emmons opened the item for public hearing at 6:56 p.m. and Mrs. Perry presented the staff report to the Commission and it is hereby incorporated in the minutes by reference.

Billy Sumner 1311 E Wichita Ave, McAlester, OK 74501 presented as the representative of the 2019-2020 Leadership class. Mr. Sumner stated that the leadership class project was to improve the park at B and Jefferson Ave. and needed a proper name. His proposal was the "Leadership Park". Mr. Stasiak stated that the leadership class raised funds and was partnered with other entities and organizations funding to improve the park.

Chairman Emmons asked if anyone else would like to speak for or against the application. No one came forward. Chairman Emmons closed the public hearing at 7:01 p.m. and called for a motion. Commissioner Gullick motioned to approve renaming the public facility described below. LOCATION: A public park at B Street & W Jefferson Avenue. EXISTING NAME: None. PROPOSED NAME: Leadership Park. Commissioner Few seconded the motion. Chairman Emmons asked if there was any other discussion. There was not. Roll was called.

The vote was 7-0

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

NAY: None

The motion carried.

- Item 6** **New Business**
None

- Item 7** **Staff Report**
None

- Item 8** **Commission Report**
Chairman Emmons stated there was a meeting with the City of Hartshorne along with a presentation created by Jayme Clifton, Community Development Director for the creation of a planning commission in Hartshorne.

- Item 9** **Adjournment**
A motion made by Commissioner Taylor was seconded by Commissioner Few to adjourn the meeting at 7:17 p.m. There was no objection. Roll was called.

The vote was 7-0

AYE: Taylor, Phillips, Few, Gullick, Kanard, Moore, Emmons.

NAY: None

The motion carried.

Approved:

Planning Commission Chairman

Date



Community Development Department

28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4970



PLANNING COMMISSION STAFF REPORT September 17, 2019

To: McAlester Planning Commission
From: Jayme Clifton, Community Development Director
Samantha Perry, Planning Technician/Executive Assistant
Date: September 12, 2019

Case: SN #310 Request to Name a Public Facility

Applicant: Leadership McAlester, Class 2018-2019
and the McAlester Area Chamber of Commerce
Location: NW Corner of B Street & Jefferson Avenue, McAlester, Oklahoma
Legal Description: Lots 6, 7, 8 & 9, Block 234, South McAlester

General Description:

Applicant is requesting a rename a public facility, a public park commonly known as "B & Jefferson Park" to be renamed "Leadership Park".

General Notifications:

Publication in McAlester News Capital August 31, 2019
September 14, 2019

Attachments:

Application
Area of Request Map with Area Zoning Shown
Site Location Map
Affidavit of Publication

Background Information:

The Leadership McAlester Class of 2018-2019, the applicant, chose to remodel the B & Jefferson park as part of their community service project challenge. Leadership McAlester is a ten-month course offered by the McAlester Area Chamber of Commerce to educate participants in all facets of our community including history, government, education, businesses, healthcare, and economic development. In addition to learning about our community, each class chooses a community service project that will be of benefit to a neighborhood or organization. The applicant currently has the project underway to add a splash pad, to repaint the existing play equipment and courts, and to add new playground equipment. They wish to finally give the park a formal name in addition to its renovation.

The property at B Street & Jefferson Avenue where the park is located was conveyed to the City of McAlester by James E. Arnold on January 29, 1948 by Quit Claim Deed that was recorded on March 11,

1948. There is no record of any name for the park and it has always been known simply as “B & Jefferson Park.”

Staff has gathered relevant information from the City of McAlester Code of Ordinances for street or public facility name change and they are as follows:

Sec. 94-177. - Street or public facility name restriction.

No public street or public facility in the city shall be named for any living individual or individual that has not been deceased for at least five years, or more.

Sec. 94-178. - Filing petition.

Petition for changing of the name of a public street or public facility within the municipal limits of the city shall hereafter be filed with the planning commission by any person, firm or corporation proposing the name change, or his or its duly authorized representative, on a form furnished by the commission.

Sec. 94-179. - Fees to be paid by petitioner.

Upon filing a petition for a name change, the person, firm or corporation, or their authorized representative, shall pay a filing fee as provided in chapter 48. In addition to the fee, the petitioner shall pay all expenses for all public notification(s).

Sec. 94-180. - Hearing on petition, recommendation.

The planning commission shall hold one or more public hearings upon a petition filed under this article, notice of which shall be given by the commission as follows:

- 1) Notice of the proposed name change shall be given by publication in a newspaper of general circulation in the city two times within a period of two weeks. First notification shall not be less than 15 days and not more than 30 days prior to such hearing.
- 2) The planning commission will forward their recommendation concerning the name change to the city council within 30 days of the final public hearing.

Staff Recommendation:

Staff ensures all the technical requirements are met to rename the park and recommends the Planning Commission approves the applicants request.

The applicant's request is tentatively scheduled for the October 8, 2019 council meeting, pending the recommendation of the planning commission. A majority vote of the planning commission members present, and voting are required to recommend approval to the council.

CITY OF McALESTER, OKLAHOMA

APPLICATION FOR NAMING/RENAMING
A PUBLIC FACILITY, PUBLIC STREET OR AVENUE

DATE: _____ APPLICATION NUMBER: _____

A filing fee of \$50.00.

Actual costs of \$ _____ for publication & mailing.

No public facility, including streets shall be named for any living individual or individual that has not been deceased for at least five (5) years or more.

1. I, (we), the undersigned, being owner(s) of property within the City of McAlester, do hereby respectfully make application and petition to the City Planning Commission and the City Council to name or rename said street or avenue as requested below.

LOCATION OF PUBLIC
FACILITY, STREET OR AVENUE:

NE CORNER B & Jefferson

PRESENT NAME:

Commonly known as B & Jefferson Park

REQUESTED NAME:

(Leadership Park)

2. Attach a sketch, plan or copy of a map of the area surrounding the street or avenue to be named or renamed.

Application submitted by:

SIGNATURE OF APPLICANT(S):

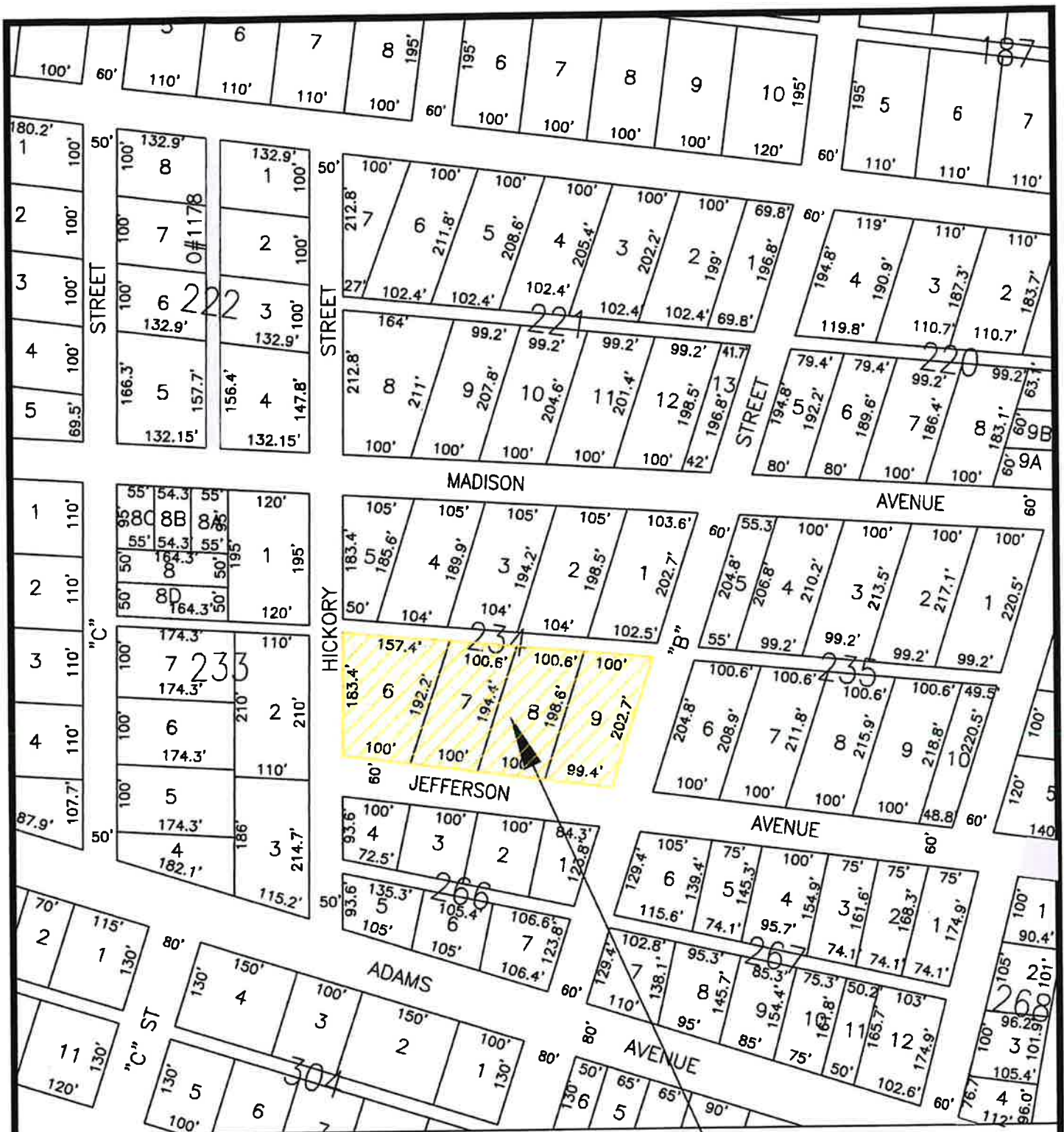
ADDRESS

PHONE

McAlester Chamber of Commerce & Agriculture

216 E Chockaw
McAlester OK
74501

918.423.2550



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

SCALE: 1" = 200'



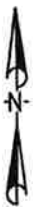
Prepared By:
City of McAlester
Engineering Department

St & Jefferson Ave Park

Description for your map.



SITE
LOCATION



SCALE: 1" = 200'



Prepared By:
City of McAlester
Engineering Department

AFFP

B STREET RENAM. \$33.30

McAlester News-Capital

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

I, Cindi Perez, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of McAlester News-Capital, a daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the city of McAlester, for the county of Pittsburg, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

August 31, 2019

(Published in the McAlester News-Capital on August 31st, 2019.)

CITY OF McALESTER
NOTICE OF RENAMING A PUBLIC FACILITY

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, September 17, 2019 at 6:30 p.m. concerning the application to rename a public facility at the described location:

LOCATION: NW Corner of B Street & Jefferson Avenue

LEGAL DESCRIPTION: Lots 6, 7, 8 & 9, Block 234,
South McAlester

EXISTING NAME: Commonly known as "B & Jefferson Park"

PROPOSED NAME: Leadership Park

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

Date: 8/29/19
/S/Cora Middleton, City Clerk

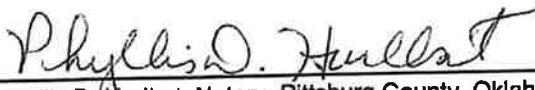
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



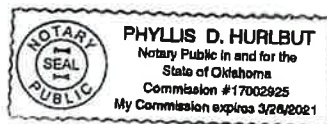
Sales Representative

Subscribed to and sworn to me this 31st day of August 2019.



Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



03100051 00028267

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

Community & Economic
Development Department

SEP 06 2019

Received

AFFP
B STREET RENAM. \$33.30

McAlester News-Capital

Affidavit of Publication

STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

I, Cindi Perez, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of McAlester News-Capital, a daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the city of McAlester, for the county of Pittsburg, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

September 14, 2019

(Published in the McAlester News-Capital on September 14th, 2019.)

CITY OF McALESTER
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Date: 8/29/19
/S/Cora Middleton, City Clerk

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SIGNED:



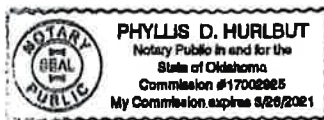
Sales Representative

Subscribed to and sworn to me this 14th day of September 2019.



Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



03100051 00028476

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

QUIT-CLAIM DEED

THIS INDENTURE, Made this 29th day of January in the year
A. D. 19 48, between James E. Arnold, sometimes known as J. E. Arnold,
a single man,

Part Y
of the first part, and The City of McAlester, Oklahoma, a municipal corporation,

part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of
One Dollar and Other Good and Valuable Considerations ~~XXXXXX~~
to him duly paid, the receipt whereof is hereby acknowledged, do hereby quit claim, grant,
bargain, sell and convey unto the said part Y of the second part, and to its ~~successors and~~
all his right, title, interest and estate, both at law and in equity, of, in, and to the following described
real estate situated in the County of Pittsburg and State of Oklahoma, to-wit:

Lots Six (6), Seven (7), Eight (8) and Nine(9) in Block
Two Hundred Thirty Four (234) in the City of McAlester, and
that part thereof formerly South McAlester, according to the
official map and plat of said City,

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the
above granted premises unto the said part Y of the second part its successors ~~and~~ and assigns forever.

IN WITNESS WHEREOF, The said part Y of the first part ha S hereunto set his hand
the day and year first above written.

James E. Arnold
James E. Arnold

Susie M. Reiley

City of Washington, District of Columbia. ss

~~STATE OF OKLAHOMA~~

Before me the undersigned, a Notary Public
City and District 29 day of Jan, 19 48
in and for said ~~State~~ on this
personally appeared James E. Arnold, a single ~~man,~~

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that he executed the same as his free and voluntary act and deed for the uses and purposes
therein set forth.

Witness my hand and official seal seal the day and year above set forth.

Susie M. Reiley
Notary Public.

My Commission expires 2/29/52

ACKNOWLEDGMENT BY MARK

STATE OF OKLAHOMA,

County, } ss.

On this _____ day of _____ A. D., 19_____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____

and _____

to me known to be the identical person _____ who executed the within and foregoing instrument by _____ mark _____, in my presence and in the presence of _____ and _____

as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year above written.

My Commission expires _____

Notary Public.

NOTE—The Signature by mark of a lessor who cannot write his name must be witnessed by two witnesses one of whom must write grantor's name near such mark.

48394

QUIT-CLAIM DEED

(20-20)

FROM

James E. Arnold

The City of Muskogee,
Oklahoma.

STATE OF OKLAHOMA,

County, } ss.

This instrument was filed for record on

the _____ day of _____ A. D.,

19_____ at _____ o'clock _____ M., and duly

recorded in Book _____ on page _____

Fee, \$ _____ in advance.

Register of Deeds.

STATE OF OKLAHOMA, FILED FOR RECORD

I hereby certify that this instrument was duly recorded in my office at _____ o'clock _____ M.

MAR 11 1948

GRACE J. CARTER, County Clerk

WHITECROFT PRINT, W. ALBERT, DALLAS

James E. Arnold
Grace J. Carter
W. Albert

FOR DEPENDABLE
REAL ESTATE SERVICE



SEE ANY MEMBER OF THE
MCALISTER
REAL ESTATE BOARD

VICTORY PARK DUDLEY BURN Tel. 411-R

124 1/2 E. Choctaw J. A. COWLING Tel. 645

Harris Bldg. HALL & GRAVITT Tel. 2124

208 E. Choctaw JONES & WALLACE Tel. 925

New McAlester Bldg. LIBERTY ABSTRACT COMPANY Tel. 631

202 1/2 E. Choctaw MCGOWAN REAL ESTATE CO. Tel. 84

110 N. Third H. D. PARSONS Tel. 247

108 E. Grand PHOENIX FEDERAL SAVINGS AND LOAN ASSOCIATION Tel. 622

101 E. Grand PIONEER ABSTRACT COMPANY Tel. 817

23 1/2 E. Choctaw RINGLAND AND JONES Tel. 714













McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 8, 2019</u>	Item Number:	<u>8</u>
Department:	<u>Grants Administration</u>	Account Code:	<u></u>
Prepared By:	<u>S. Giacomo</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>October 2, 2019</u>	Exhibits:	<u>1 – Grant Agreement Summary</u>

Subject

Consider and act upon, authorizing the City Manager to accept a grant award from the Oklahoma Highway Safety Office in the amount of \$44,000.00 to implement the McAlester Impaired Driving Enforcement Program.

Recommendation

Staff recommends acceptance of the grant award and conditions and authorizing the City Manager to execute the agreement with the Oklahoma Highway Safety Office.

Discussion

Richard Parker completed and submitted an application to the Oklahoma Highway Safety Office Highway Safety Grant in January 2019 in order to implement a McAlester Impaired Driving Enforcement. The request for funding was approved with \$44,000 awarded through the grant. If accepted, the program will be implemented until September 30, 2020.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>10-3-19</u>

OHSO Highway Safety Application FFY2020

Organization: McAlester, City of

OHSO-FFY2020-McAlester CI-00052

Grant Agreement Summary – Part 1

Title of Contract: McAlester Impaired Driving Enforcement

OHSO Project Number: AL-20-03-04-11

Award Amount: \$44,000.00

CFDA Number: 20.6000000

FAIN Number: 69A37520300004020OK0

TTA Number:

OHSO Project Number:

Award Amount:

CFDA Number:

FAIN Number:

TTA Number:

TOTAL AWARD: \$44,000.00

Project Period: Oct 01, 2019 – Sep 30, 2020

Primary Program Area:

Impaired Driving

Organization: McAlester Police Department

Address: PO Box 388

City: McAlester

State: OK

Zip: 74502

FEI Number: 736005314

DUNS Number: 074263849

Project Director: Richard Parker

Title: Lt.

Phone Number: (918) 423-1212

Fax Number: (918) 426-6225

Project Goals:

To reduce the number of alcohol and drug-related crashes in the City of McAlester by conducting increased enforcement.

To contribute to a statewide decrease in the number of alcohol-related fatalities from 189 in 2016 to 143 in 2020, (state data).

Problem Identification:

The City of McAlester is located in Southeastern Oklahoma and is the county seat of Pittsburg County. The city's jurisdiction includes major highways US Hwy 69 and US Hwy 270, as well as several state highways. According to 2017 data provided by the Oklahoma Highway Safety Office (OHSO), the City of McAlester is above the state rate for Total KAB crashes, Alcohol-Related KAB crashes, Drug-Related KAB crashes, and Motorcyclists KAB Injuries, per 100 million vehicle miles traveled (VMT). Additionally, the City of McAlester ranks 19th for Alcohol-Related KAB crashes among 77 cities in Oklahoma with 5,000 or more population.

The McAlester Police Department does not have the manpower to adequately enforce traffic violations during regular patrol shifts due to high call volumes. Grant funding for overtime enforcement will allow officers to focus on traffic safety issues.

Project Description:

The McAlester Police Department will conduct enforcement and PI&E activities utilizing overtime hours in support of State and National goals to reduce the incidence of impaired driving crashes in their community. Officers will be assigned to work high visibility enforcement (HVE), and saturation patrols in identified areas. Saturation patrols and/or sobriety checkpoints will be conducted as part of the cooperation with ENDUI task force efforts as much as possible with a primary focus on those violations that may cause or contribute to impaired driving crashes. Public information (PI&E) supporting enforcement activities will be conducted along with a variety of public information and education activities to inform and educate the community about traffic safety issues. To identify those times and locations where impaired driving crashes most often occur, the Project Director will utilize all data and reference sources available including crash reports, arrest records, public complaints, and other sources.

Funding is provided, for out-of-state travel for project personnel to attend the Lifesavers Conference to learn new and improved traffic safety strategies and submit a report to the OHSO to assist in statewide planning efforts.

The McAlester Police Department will employ the following evidence based strategies in conducting

OHSO Highway Safety Application FFY2020

Organization: McAlester, City of

OHSO-FFY2020-McAlester CI-00052

Grant Agreement Summary – Part 1

grant-related activities:

1) Countermeasure: High Visibility Enforcement

Planned Activity: State and Local Impaired Driving High Visibility Enforcement

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I–Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the "Start of Project Number" for each grant awarded to obtain the information your agency's financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.
AI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	RailRoad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Traffic Safety Program	20.6000000	State and Community Highway Safety	402
M2	MAP 21 405b OP Low	20.6160000	Occupant Protection	405b
M3	MAP 21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405C
M5	MAP 21 405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d

OHSO Highway Safety Application FFY2020

Organization: McAlester, City of

OHSO-FFY2020-McAlester CI-00052

Grant Agreement Summary – Part 1

M9	MAP 21 405f Motorcyclist Programs	20.6160000	Motorcyclist Safety	405f
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McAlester, City of
Organization: McAlester, City of

OHSO-FFY2020-McAlester CI-00052

Budget Summary Projections

Cost Category Items	1st Quarter			2nd Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
I. Personnel						
A. Salaries	\$3,294.00	\$3,294.00	\$3,294.00	\$3,295.00	\$3,294.00	\$3,294.00
B. Benefits	\$81.00	\$81.00	\$81.00	\$80.00	\$81.00	\$81.00
II. Travel						
A. In-State Travel	\$500.00	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
III. Operating Costs	\$0	\$0	\$0	\$0	\$0	\$0
IV. Contractual Costs	\$0	\$0	\$0	\$0	\$0	\$0
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$3,875.00	\$3,375.00	\$3,375.00	\$3,375.00	\$3,375.00	\$3,375.00

[illegible]

Cost Category Item: I.A. 1		Project Number: AL-20-03-04-11				
Description: Salary for overtime impaired driving enforcement/PI&E, (rate not to exceed 1.5 times regular hourly rate unless contractually required and pre-approved by OHSO).						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
\$3,294.00	\$3,294.00	\$3,294.00	\$3,295.00	\$3,294.00	\$3,294.00	\$19,765.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$3,294.00	\$3,295.00	\$3,294.00	\$3,294.00	\$3,294.00	\$3,295.00	\$39,531.00

Cost Category Item: I.B. 2		Project Number: AL-20-03-04-11				
Description: Benefits for overtime impaired driving enforcement/PI&E, (rate is currently 2.45%, not to exceed 7.65% unless contractually required and pre-approved by OHSO).						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
\$81.00	\$81.00	\$81.00	\$80.00	\$81.00	\$81.00	\$485.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$81.00	\$80.00	\$81.00	\$81.00	\$81.00	\$80.00	\$969.00

Cost Category Item: II.A. 1		Project Number: AL-20-03-04-11				
Description: In-state travel to attend OHSO Project Director's Training Course and Annual Traffic Safety Summit to include: lodging, M&IE, and transportation expenses in accordance with the State Travel Reimbursement Act.						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
\$500.00						\$500.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$500.00						\$1,000.00

Cost Category Item: II.B. 1		Project Number: AL-20-03-04-11				
Description: Out of state travel to attend Annual Lifesavers Conference to include: registration, lodging, M&IE, and transportation expenses in accordance with the State Travel Reimbursement Act.						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$2,500.00						\$2,500.00

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

**** SECTION 2 ****

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Activity/Milestones Projections

[illegible]

GENERAL PROVISIONS – PART II

GLOSSARY OF DEFINITIONS

This glossary defines terms with meanings which may be unclear in the context in which they are used. These definitions are meant to apply only to the usage of these terms in this contract agreement.

Activity - The smallest unit of work that can be time-framed, quantified, and is critical to the success of a project.

Actual - The attained level of resources and/or accomplishments

Authorizing Official - The duly authorized representative of the State Agency, Local Subdivision or subrecipient agency having signatory authority and the responsibility of executing the contract agreement.

C. F. R. - Code of Federal Regulations

Director - The Director authorized by the Governor's Representative to direct the activities of the Oklahoma Highway Safety Office

DUNS Number – Data Universal Numbering System

FAIN Number – Federal Award Identification Number

FY - Fiscal year which starts October 1 and ends September 30 each year

Governor's Representative - A representative appointed by the Governor of Oklahoma to oversee the activities of the Oklahoma Highway Safety Office

Grantor Agency - Oklahoma Highway Safety Office

Local Subdivision - An administrative division of local government

Milestone - A level of accomplishment of an activity within a specific period of time

Obligated - The proposed level of resources and/or accomplishments

OMB - Office of Management and Budget (Federal)

OHSO - Oklahoma Highway Safety Office

OS - Oklahoma Statute

Program Manager - An OHSO staff member authorized to act as the liaison between the Highway Safety Office and the State Agency or Local Subdivision in all matters pertaining to a contract.

Project Director - A representative of the State Agency, Local Subdivision or subrecipient agency responsible for directing the activities of the project as outlined in the contract agreement

Projection - An anticipated level of performance or expenditure necessary to attain the stated project goal(s).

Project Number - A number assigned to one of the highway safety program areas as defined by the Highway Safety Act of 1966.

QTD - Quarter-to-date.

State Agency - An administrative division of state government.

Subrecipient - An agency or organization receiving pass-through funds from the OHSO through a duly authorized grant agreement, Memorandum or Agreement or Memorandum of Understanding

TTA Number – Taxpayer's Transparency Act number

U. S. C. - United States Code

YTD - Year-to-date

REGULATIONS AND DIRECTIVES

The subrecipient, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Project Implementation

Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Nondiscrimination (applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities "). These include but are not

limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors , whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities , public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

3. Political Activity (Hatch Act)
(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**4. Buy America Act
(applies to subrecipients as well as States)**

The state and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**5. Prohibition on using grant funds to check for helmet usage.
(applies to subrecipients as well as State)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds:

Ownership of equipment purchased is vested in the subrecipient, who must use the property only for the authorized purpose of this project (2 CFR Part 200.313)

- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory;
- Equipment maintenance and liability coverage are the subrecipient's responsibility;
- Subrecipient shall not remove, transfer, or dispose of the property without prior written approval from OHSO;
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report.

To dispose of *ANY* equipment, the subrecipient *MUST*:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;

3. Maintain equipment until subrecipient receives letter of approval;
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this

proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment , suspension, ineligible, participant, person, principal, and voluntarily excluded , as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, declared ineligible , or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled " Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended , debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals , as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred , ineligible, or voluntarily excluded from participation in this transaction , in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies , including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier

Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Specific Agreements - Part III

1. Subrecipient shall adopt (if none presently exists) and enforce a written safety belt use policy requiring all employees and others riding in Subrecipient owned or leased vehicles and/or on Subrecipient business to use safety belts in all seating positions and provide a copy of the same prior to initiation of a grant.
2. Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of the subrecipient's entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant agreement.
3. Subrecipient shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.
4. Subrecipient shall require all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures prior to working grant funded enforcement shifts.
5. Subrecipient shall submit activity and reimbursement reports to OHSO monthly through the OKGrants system unless otherwise pre-approved. Reports shall include all appropriate and required backup documentation. Reports shall be submitted within 30 days of the end of the reporting month. Failure to timely submit reports may result in denial of the reimbursement claim or delay in reimbursement of the same.
6. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each subrecipient with pertinent information regarding the grant award to assist in providing the subrecipient's financial department information which may be needed for Federal/State reporting purposes. Said information is contained within the Grant Agreement Summary-Part 1 of the award documents. A subrecipient agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Subrecipient.
7. Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/ Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.) These "Specific Agreement" topics have been provided in an effort to assist subrecipients. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.
8. The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Chief Executive Officer:

Title:

Date:

NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.

Signature: _____

Council Chambers
Municipal Building
September 24, 2019

The McAlester Airport Authority met in Regular session on Tuesday September 24, 2019, at 6:00 P.M. after proper notice and agenda was posted September 20, 2019.

Present: James Brown, Maureen Harrison, Weldon Smith, Travis Read, Zach Prichard & John Browne
Absent: Cully Stevens
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 September 10, 2019, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 17, 2019. (*Toni Ervin, Asst. City Manager*) in the amount of \$ 1,675.64.

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

AYE: Trustees Brown, Harrison, Read, Smith, Prichard & Chairman Browne
NAY: None

Chairman Browne declared the motion carried.

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

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

AYE: Trustees Brown, Harrison, Smith, Read, Prichard & Chairman Browne
NAY: None

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
September 24, 2019

The McAlester Public Works Authority met in Regular session on Tuesday September 24, 2019, at 6:00 P.M. after proper notice and agenda was posted September 20, 2019.

Present: James Brown, Maureen Harrison, Weldon Smith, Travis Read, Zach Prichard & John Browne
Absent: Cully Stevens
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 September 10, 2019, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 17, 2019. (*Toni Ervin, Asst. City Manager*) in the amount of \$ 296,889.51.
- Confirm action taken on City Council Agenda Item D, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 206861-ME. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item E, authorization for the Mayor to sign a Memorandum of Understanding with Inframark, LLC for receipt of a check in the amount of \$28,421.30 per the 2019-2020 contract as payment for the remaining Water Treatment Plant chemicals as of June 30, 2019. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 3, acceptance of the bid amount of \$28,000 from Sunrise Construction, LLC for the Canal Wall Mitigation Program (Phase 1) Sandy Creek Tributary D (C St. to 4th St.) and authorization for the Mayor to sign the notice of award for Canal Wall Mitigation Program – Phase I Sandy Creek Tributary D (C ST to 4th ST). (*Robert Vaughan, Infrastructure Solution Group*)

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

AYE: Trustees Brown, Harrison, Smith, Read, Prichard & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

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

AYE: Trustees Smith, Brown, Harrison, Read, Prichard & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary