



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 12, 2020 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Attending in Person

John Browne Mayor
Maureen Harrison..... Ward Five
Peter J. Stasiak City Manager
Cora M. Middleton..... City Clerk

Attending by Teleconference

Weldon Smith..... (918)423-4161..... Ward One
Cully Stevens, Vice Mayor.....(918)424-1391 Ward Two
Steve Cox(918)429-8406..... Ward Three
James Brown.....(918)426-1636..... Ward Four
Zach Prichard.....(918)521-3893 Ward Six
William J. Ervin.....(918)429-9358..... City Attorney

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. Public call-in number is 1-866-899-4679, Access Code 538-080-397

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the April 28, 2020, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for April 22, 2020 through May 5, 2020. *(Sherri Swift, Chief Financial Officer)*
- C. Consider and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(Dalton Carlton, Public Works Director)*
- D. Consider and act upon, ratifying the attached Contract with AMS Collections to renew for the 2020-2021 fiscal year. *(Toni Ervin, Assistant City Manager)*
- E. Consider and act upon, ratifying the attached Contract with AMS Collections to renew for the 2020-2021 fiscal year. *(Toni Ervin, Assistant City Manager)*
- F. Consider and act upon, approval to ratify a Contract, for the 2020-2021 fiscal year, with Miller Office Equipment for the rental of 3 copiers. *(Toni Ervin, Assistant City Manager)*
- G. Consider and act upon, approval to ratify a Contract, for the 2020-2021 fiscal year, with Miller Office Equipment for maintenance of City copiers. *(Toni Ervin, Assistant City Manager)*
- H. Consider and act upon, approval to continue a Contract with U.S. Payments, LLC for installed kiosks in operation and accepting payments for court and utilities payments. *(Toni Ervin, Assistant City Manager)*
- I. Concur with the Mayor's appointment of Mr. Gary Wansick to the McAlester Ethics Board to replace Mr. Jimmy Williams for a term to expire February, 2023. *(John Browne, Mayor)*
- J. Concur with City Manager's recommendation for selection of three (3) nominees for the OMAG Board of Trustees. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

SCHEDULED BUSINESS

1. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay No. 4 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 5th and Miami Sewer Improvements and accept the project as completed.
(Dalton Carlton, Public Works Director)

Executive Summary

Motion to authorize the Mayor to sign the Contractor's Final pay No. 4 in the amount of \$3,603.75 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for 5th and Miami Sewer Improvements and accept the project as completed.

2. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay No. 3 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 745 W. Adams Sewer Relocation and accept the project as completed.
(Dalton Carlton, Public Works Director)

Executive Summary

Motion to authorize the Mayor to sign the Contractor's Final pay No. 3 in the amount of \$1,990.60 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 745 W. Adams Sewer Relocation and accept the project as completed.

3. Consider and act upon, authorizing the Mayor to sign and accept a grant award from the Federal Aviation Administration (FAA) in the amount of \$69,000.00 as part of the Coronavirus Aid, Relief, and Economic Security "CARES" Act of 2020 funding.
(Stephanie Giacomo, Grant Administrator)

Executive Summary

Staff recommends acceptance of the grant award and conditions and authorizing the Mayor to execute the agreement with the Federal Aviation Administration.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY THE COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 28, 2020, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 5, 2020. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, authorization for the Mayor to sign and accept a grant award from the Federal Aviation Administration (FAA) in the amount of \$69,000.00 as part of the Coronavirus Aid, Relief, and Economic Security "CARES" Act of 2020 funding. *(Stephanie Giacomo, Grant Administrator)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the April 28, 2020, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 5, 2020. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item E, ratification of the Contract with AMS Collections to renew for the 2020-2021 fiscal year. *(Toni Ervin, Assistant City Manager)*
- Confirm action taken on City Council Agenda Item F, approval and ratification of a Contract for the 2020-2021 fiscal year, with Miller Office Equipment for the rental of 3 copiers. *(Toni Ervin, Assistant City Manager)*
- Confirm action taken on City Council Agenda Item G, approval and ratification of a Contract for the 2020-2021 fiscal year, with Miller Office Equipment for maintenance of City copiers. *(Toni Ervin, Assistant City Manager)*

- Confirm action taken on City Council Agenda Item H, approval to continue a Contract with U.S. Payments, LLC for installed kiosks in operation and accepting payments for court and utilities payments. *(Toni Ervin, Assistant City Manager)*
- Confirm action taken on City Council Agenda Item 1, authorization for the Mayor to sign the Contractor's Final Pay No. 4 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 5th and Miami Sewer Improvements and acceptance of the project as completed. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 2, authorization for the Mayor to sign the Contractor's Final Pay No. 3 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 745 W. Adams Sewer Relocation and acceptance of the project as completed. *(Dalton Carlton, Public Works Director)*

ADJOURN MPWA

EXECUTIVE SESSION

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

- Consider and Act to convene in executive session pursuant to Title 25 O.S. § 307(B)(1) for confidential communications between a public body and its attorney to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee, more particularly City Manager, Peter Stasiak.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

- Consider and act upon the proposed contract for City Manager Peter Stasiak.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2020 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, April 28, 2020, at 6:00 P.M. after proper notice and agenda was posted, April 23, 2020 at 1:53 P.M.

Call to Order

Mayor Browne

Roll Call

Council Roll Call was as follows:

Present in Person: Weldon Smith, Maureen Harrison & John Browne
Present via Teleconference: Cully Stevens, Steve Cox, James Brown & Zach Prichard
Absent: None
Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager and Cora Middleton, City Clerk
Staff Attending via Teleconference: William J. Ervin, City Attorney

Councilwoman Harrison gave the invocation and led the Pledge of Allegiance.

Citizens Comments on Non-Agenda Items

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

There were no citizen comments.

Consent Agenda

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

- A. Approval of the Minutes from the March 31, 2020, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the April 14, 2020, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for April 8, 2020 through April 21, 2020. *(Sherri Swift, Chief Financial Officer)* In the following amounts: General Fund - \$69,763.91; Educational Fund - \$38,580.11; Tourism Fund - \$7,773.71; SE Expo Center - \$2,273.08; E-911 - \$3,133.18; Grants & Contributions - \$37,952.29; CDBG Grants Fund - \$60,056.49; Fleet

Maintenance - \$430.84; Worker's Compensation - \$1,750.00; CIP Fund - \$5,126.73; Stormwater Fund - \$23,874.00; Infrastructure Fund - \$34,882.30 and MRHC – Cancer Center Fund - \$38,580.11.

- D. Consider and act upon, authorizing the Mayor to sign the Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2020 through June 30, 2021. *(Sherri Swift, Chief Financial Officer)*
- E. Accept and place on file the McAlester Defense Support Association Third Quarter Report for FY19-20. *(Jessica Gregg, Executive Director)*
- F. Concur with the Mayor's reappointments of Dr. Michael Boyer, Stephen Otis, David Verner, Mike Hogan, Randy Walters, and Les Cashmere to the Airport Advisory Board for terms to expire April 30, 2022. *(John Browne, Mayor)*
- G. Concur with the Mayor's appointment of John Alford as a replacement for Ben Kennedy to the Airport Advisory Board for a term to expire April 30, 2022. *(John Browne, Mayor)*

Councilwoman Harrison requested that items "C, D and F" be removed for individual consideration.

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

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

AYE: Councilmembers Smith, Stevens, Cox, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

Items removed from Consent Agenda

- C. Approval of Claims for April 8, 2020 through April 21, 2020. *(Sherri Swift, Chief Financial Officer)* In the following amounts: General Fund - \$69,763.91; Educational Fund - \$38,580.11; Tourism Fund - \$7,773.71; SE Expo Center - \$2,273.08; E-911 - \$3,133.18; Grants & Contributions - \$37,952.29; CDBG Grants Fund - \$60,056.49; Fleet Maintenance - \$430.84; Worker's Compensation - \$1,750.00; CIP Fund - \$5,126.73; Stormwater Fund - \$23,874.00; Infrastructure Fund - \$34,882.30 and MRHC – Cancer Center Fund - \$38,580.11.

Councilwoman Harrison inquired about Economic Development and Payroll not being on the report, the Meriweather Group, payments made for a building that was not being used, the Capital Outlay payments, the Expo expenditures, what Grant Funds could be used for, who Consolidated Benefits was, and the notes written on three (3) of the pages on the report. She

inquired about the total of the claims paid and the breakdown of the payments on page nineteen (19) of the payables report. She also inquired about the use of purchase cards and P.O.s and the Banks that the City had loans with.

Manager Stasiak explained that payroll was not on claims, there were no payments out of the Economic Development Fund, the Meriweather Group had performed a compensation and benefits study that the Council had approved, the expenses related to the OKLA Theater being transferred to the City, had been made prior to COVID-19, and repairs and maintenance at Chadick Park. He explained the Expo expenses, that grant funds could only be used for what they were allocated for, Consolidated Benefits was the third party administrator for the City's worker's compensation claims, and claims were only paid after work completed and invoices were processed. He explained the total page of the claims report, how purchase cards were used, the use of P.O.s and he reviewed the banks that the City had loans with.

- D. Consider and act upon, authorizing the Mayor to sign the Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2020 through June 30, 2021. *(Sherri Swift, Chief Financial Officer)*

Councilwoman Harrison inquired about the agreement with Crawford & Associates, P.C.

Manager Stasiak explained that Crawford & Associates, P.C. was the firm that the City had contracted with, for eleven (11) years, to prepare its' financial statements for the auditors and the auditors gave the assurances. He added that it was the Council's responsibility to review the Audit and financial statements.

- F. Concur with the Mayor's reappointments of Dr. Michael Boyer, Stephen Otis, David Verner, Mike Hogan, Randy Walters, and Les Cashmere to the Airport Advisory Board for terms to expire April 30, 2022. *(John Browne, Mayor)*

Councilwoman Harrison inquired about what the Airport Advisory Board did.

Manager Stasiak stated that the Board made recommendations.

Mayor Browne explained that the members terms had expired, and he had spoken with the Chairman who confirmed the members had all wanted to continue to serve on the Board except for one.

There was no further discussion, and a motion to approve Consent Agenda Items "C, D and F" was made by Councilman Smith. The motion was seconded by Mayor Browne, and the vote was taken as follows:

AYE: Councilmembers Smith, Stevens, Cox, Brown, Prichard & Mayor Browne

NAY: Councilmember Harrison

Mayor Browne declared the motion carried.

A motion to open a Public Hearing to address three (3) ordinances was made by Councilman Smith. The motion was seconded by Mayor Browne, and the vote was taken as follows:

AYE: Councilmembers Smith, Cox, Brown, Harrison, Prichard, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was opened at 6:30 P.M.

Public Hearing

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

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

AN ORDINANCE OF THE CITY OF MCALESTER TEMPORARILY REDUCING CERTAIN FEES AUTHORIZED IN CHAPTER 106, UTILITIES, ARTICLE V, STORMWATER UTILITY PROGRAM, DIVISION 1, GENERALLY, THE MCALESTER CITY CODE; AMENDING CHAPTER 48, FEES FOR CHAPTER 106, UTILITIES, ARTICLE V, STORMWATER UTILITY PROGRAM, DIVISION 1, GENERALLY; TEMPORARILY REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

AN ORDINANCE OF THE CITY OF MCALESTER TEMPORARILY SUSPENDING CERTAIN FEES AUTHORIZED IN CHAPTER 106, UTILITIES, ARTICLE V, STORMWATER UTILITY PROGRAM, DIVISION 1, GENERALLY, THE MCALESTER CITY CODE; AMENDING CHAPTER 48, FEES FOR CHAPTER 106, UTILITIES, ARTICLE V, STORMWATER UTILITY PROGRAM, DIVISION 1, GENERALLY; TEMPORARILY REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

There were no comments.

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

AYE: Councilmembers Smith, Brown, Harrison, Prichard, Stevens, Cox & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Public Hearing was closed at 6:31 P.M.

Mayor Browne commented that since there were a number of people present that wanted to speak on the item and with the potential severe weather, he was changing the order of business and moving item six (6) to be addressed first.

Scheduled Business

6. Discussion and possible action on the local modification of Governor Stitt's guidelines for re-opening the economy. (*John Browne, Mayor*)

Executive Summary

Discussion and possible action.

Mayor Browne commented that nothing had changed about COVID-19, it was still as contagious and deadly as it was prior to re-opening. He then reviewed the ways that the virus could be spread and explained that flattening the curve was to keep the healthcare system from becoming overwhelmed with patients. He added that this would not keep people from contracting the virus but would continue to help control the number of patients in the hospital. He continued saying that there was no cure or vaccine for this virus at this time.

Mayor Browne stated that with the Governor reopening the State, the City had no choice but to follow his guidelines. He commented that if McAlester did not reopen also, citizens would be traveling elsewhere to purchase goods and possibly increase the number of citizens contracting the disease with the interaction with a larger circle of people. He added that he felt that even with the recommendations made by the Governor, the City of McAlester should take some of the recommendations further to protect not only the customer but the employees of the businesses also.

Mayor Browne then made the following recommendations in the form of a motion "Continue to follow the guideline concerning social distancing and sanitation and disinfection as given in the Governor's re-opening plan OURS; require anyone, employees and customers, entering a re-opening business have their temperature checked by an infra-red touchless thermometer, anyone with a temperature of 100.4 or higher will not be allowed access; anyone entering a business will be required to wear a mask or other type of barrier covering both their mouth and nose and be required to keep the barrier in place while in the business, with the exceptions of dining, cutting hair when needed to complete the cut, and other special situations particular to said business; hand sanitizer of at least 60% alcohol be available to both employees and customers when paying for merchandise or services." Mayor Browne added that this proposal was not intended to replace The OURS Plan but would be in addition to the plan.

There was no second to the motion.

Dr. John Tedesco, 19 Colonial Circle addressed the Council briefly about re-opening the City. He urged the City to use caution and stated that there was not enough evidence to scientifically know the correct way to go. He added that data indicates that McAlester was still on the upswing. He then reviewed guidelines that were still being recommended.

There was a brief discussion among the Council including Dr. Tedesco regarding the number of tests that had been administered, the percent of positive test, what the current requirements were for getting tested, the Choctaw Nation's requirements, the percent of the State's residents that had been tested, if any children had been tested, the National Guard decontaminating a Nursing Home, elective surgeries beginning again, how deaths were being listed at this time and who would make that determination.

Blake Jennings, 308 Bluebird Lane addressed the Council requesting clarity on how churches would be regulated regarding nurseries and social distancing.

Mayor Browne recommended that Mr. Jennings go to OKCommerce.gov to find the information he needed.

Lesa Curry, 1400 E. College Ave. addressed the Council explaining that the Health Department was working with a team to create resources for citizens and making educational videos for businesses. Ms. Curry reviewed items that would be included in a packet that the Health Department was creating.

There was a brief discussion regarding the Health Departments work with the Hospital, what other services were being offered and how those services would be offered.

There was no vote on this item.

Manager Stasiak commented that this had been a collaboration between several groups.

1. Consider and act upon, an ordinance amending the City of McAlester Defined Contribution Retirement Plan. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to adopt and authorize the Mayor to sign an ordinance amending the City of McAlester Defined Contribution Retirement Plan and Joinder and to become effective April 1, 2020.

Roll was called at 6:57 P.M.

Manager Stasiak addressed the Council explaining that this would amend the City's Defined Contribution Plan changing the vesting schedules from seven (7) years to five (5) years. He commented that the City had employees that were taking advantage of the early retirement program and the seven (7) year vesting did not allow them to be 100% vested. He added that this was money that the employee had contributed and money that the City had contributed also. He stated that there would be no additional cost to the City.

Councilwoman inquired about the benefits that the employees would receive, if severance pay, accrued sick and vacation would affect the compensation paid, how forfeitures would affect the Plan, how Worker's Compensation could affect an employee's vesting and if employees were allowed to take loans against their retirement funds.

Manager Stasiak explained that benefits would be the same with the five (5) year vesting schedule, that retirement benefits would not be paid on severance, sick or vacation pay, and that while an employee was on worker's compensation the time would count toward vesting. He then explained how the loan against an employee's retirement funds was handled.

Councilman Prichard asked how many additional employees and much more money would this add.

Manager Stasiak stated that this was not for the Defined Benefit Plan but for the Defined Contribution Plan and would not add any additional money.

ORDINANCE NO. 2684

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

Councilman Smith moved to approve ORDINANCE NO. 2684, amending the City of McAlester's Defined Contribution Retirement Plan by changing the vesting schedule from seven (7) years to five (5) years. The motion was seconded by Mayor Browne, and the vote was taken as follows:

AYE: Councilmembers Smith, Stevens, Cox, Brown, Harrison, Prichard & Mayor Browne
NAY: None

Mayor Browne declared the motion carried.

A motion approving the EMERGENCY CLAUSE was made by Councilman Smith and seconded by Mayor Browne. There was no discussion, and the vote was taken as follows:

AYE: Councilmembers Smith, Brown, Harrison, Prichard, Stevens, Cox & Mayor Browne
NAY: None

Mayor Browne declared the motion carried.

2. Consider and act upon, a Resolution to adopt the Capital Improvement Program 2020/2021-2024/2025. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve the Resolution adopting the Capital Improvement Program for 2020/2021-2024/2025.

Manager Stasiak addressed the Council explaining that all steps had been taken and he had not received any new feedback on the proposed Capital Improvement Program 2020/2021-2024/2025.

Councilwoman asked if there had been any adjustments after March 25, 2020 or had this been put together before that date.

Manager Stasiak commented that the Plan had been put together prior to the Pandemic and it was what had been identified as the list of needs. He added, the adoption of the Plan did not mean that the City had funding for all of it.

There was no other discussion, and a motion to approve RESOLUTION NO. 20-12, adopting the Capital Improvement Plan 2020/2021-2024/2025 was made by Councilman Smith. The motion was seconded by Mayor Browne, and the vote was taken as follows:

AYE: Councilmembers Smith, Stevens, Cox, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, authorizing the purchase of a new cardboard baler from Sebright Products Inc. of Hopkins, MI. (*Mel Priddy, Community Services*)

Executive Summary

Motion to approve and authorize the purchase of one new cardboard baler from Sebright Products, Inc. for the low bid of \$11,070.00.

Manager Stasiak addressed the Council explaining that this had been part of a grant opportunity that had been identified by the City's Grant Writer and the application had been done about four (4) months ago. He stated that it was for a new Cardboard Baler for the Recycling Center, it had been advertised and the bids had been opened April 16, 2020.

Councilwoman Harrison commended Stephanie Giacomo, Grant Writer/Public Information Officer for applying for the grant.

A motion to award the bid for a new Cardboard Baler and authorize its' purchase from Sebright Products, Inc. of Hopkins, MI was made by Councilman Smith. The motion was seconded by Mayor Browne, and the vote was taken as follows:

AYE: Councilmembers Smith, Stevens, Cox, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

Mayor Bowne commented that the Choctaw Nation was starting their recycling program back up and hopefully the City could do the same soon.

4. Consider and act upon, a temporary reduction or suspension of the Stormwater Service Charge Fee to last until June 30, 2020, at 11:59pm. (*Cully Stevens, Ward 2 Councilman*)

Executive Summary

Motion to approve a temporary reduction or suspension of the Stormwater Service Charge Fee until June 30, 2020, 11:59 pm.

Vice-Mayor Stevens addressed the Council commenting that they had discussed multiple ways to help citizens. He then proposed two (2) things that could be done, one was to eliminate the stormwater fee until the end of the fiscal year or to reduce the fee to \$2.00 until the end of the fiscal year.

There was discussion concerning donating funds through the water utility bill payments, having that information added to the City's Facebook page, and funds available through the banks.

Councilman Smith moved to reduce the stormwater fee to zero until June 30, 2020. The motion was seconded by Vice-Mayor Stevens.

Before the vote, Mayor Browne commented that there were a number of projects planned for the stormwater fee and he asked if the Council would be willing to defer the fee until the end of the fiscal year to allow the projects to continue.

Councilman Smith withdrew his first motion and changed it to defer the stormwater fee until the end of June.

Vice-Mayor Stevens stated that he would not be willing to second that motion. Councilman Cox commented that he thought that would be burdensome for the citizens and businesses.

Councilwoman Harrison asked for clarity between suspension and deferment.

Mayor Browne explained that suspension would mean that you would not have to pay the fee for the last two (2) months of the fiscal year and the fee would not need to be repaid. He explained that deferment meant that you would not have to pay the fee for the last two months of the fiscal year but would have to pay it back over the next year.

Mayor Browne asked Attorney Ervin for clarity of what actions could be taken.

Attorney Ervin stated that there was a motion and a second, then the first motion was withdrawn, and a new motion was made but there was no second on the new motion.

Mayor Browne seconded the motion to defer the stormwater fee until the end of June, 2020.

Vice-Mayor Stevens moved to suspend the stormwater fee for the rest of the fiscal year. The motion was seconded by Councilman Cox.

Councilman Prichard asked if the City could handle the suspension or the deferral of the stormwater fee. He also asked what the fee was based on.

There was a brief discussion regarding projects that were dependent on the stormwater funds for the last two (2) months of the fee, the possibility of some accounts not being there when the fee is reactivated, and the amount of the current stormwater fee.

There was no further discussion on the motion to defer the payment of the stormwater fee until the end of June, 2020. The motion was taken as follows:

AYE: Councilmembers Smith, Brown & Mayor Browne

NAY: Councilmembers Cox, Harrison, Prichard & Stevens

Mayor Browne declared the motion failed.

There was no further discussion on the suspension of the stormwater fee until the end of June, 2020, and the vote was taken as follows:

AYE: Councilmembers Stevens, Cox, Brown, Harrison, Prichard & Smith

NAY: Mayor Browne

Mayor Browne declared the motion carried.

A motion to approve the EMERGENCY CLAUSE was made by Councilman Smith and seconded by Mayor Browne. There was no further discussion, and the vote was taken as follows:

AYE: Councilmembers Smith, Harrison, Prichard, Stevens, Cox, Brown & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

5. Presentation and discussion of Fiscal Year 2020/2021 Budget. *(Peter Stasiak, City Manager)*

Executive Summary
Presentation.

Manager Stasiak presented the preliminary budget for Fiscal Year 2020/2021 to the Council. During his presentation he reviewed effects of the decline of the local oil and gas industry, how the COVID-19 Virus had effected the local economy, how revenues were modeled and how there was no details of sales tax revenue past March 15th. He stated that the Budget reflected a \$3.5 million to \$4 million decrease. He thanked all of the staff that had been involved in the production of the preliminary Budget. He informed the Council that the Budget was balanced and met the required 10% in the Emergency Fund. He then reviewed the decreases in Sales Tax and Use Tax. He commented that there was equipment back at the Retail Development site and it was working. He reviewed the General Fund Expenditures by Department, he compared the Fiscal Year 2019-2020 expenditures to the Fiscal Year 2020-2021 preliminary expenditures, he reviewed the Public Works revenues and stated that all of those accounts were projected to decrease.

Councilman Smith asked why a decrease was projected.

Manager Stasiak explained that the receipts had been annualized and the City had identified Water District master meters that needed to be replaced. He continued with a review of the Public Works projected expenses and the funding of the other agencies. He added that funding to those agencies had been cut twenty percent (20%) if they were funded at all. He continued the presentation with a review of the Nutrition program, the Airport and commented that there was no plan in place at this time for the Expo. He reviewed the City's bond payments and how those would be covered, he reviewed the personnel benefits for the 2020/2021 fiscal year, the number of employees in each department, and the Capital Fund Budget and the Infrastructure Fund Budget. He informed the Council that the bulk of the reductions fell on the employees and that there was currently sixty-five (65) to seventy (70) employees to run the City. He reviewed the items that would be frozen, the number of furloughs that would be taken, by all employees, over the next ten (10) months, the number of early retirements, the number of vacant and frozen positions and that the City would continue to pay the health, dental, vision and life insurance premiums for all employees including those that were furloughed.

Mayor Browne commented that it was important that all furloughed employees knew it was the City's intent to bring them back.

Manager Stasiak reviewed the requirements of the Budget process and stated that all Charter requirements would be met.

There was discussion regarding repayment into the Emergency Fund, if any Department heads were furloughed or took early retirement, having a table of contents and page numbers for the budget, if all furloughed employees would come back at the same time, and if they would be eligible to take another position.

Manager Stasiak stated that critical positions would be filled. He announced that he had appointed Captain Kevin Hearod as Interim Police Chief with the retirement of Chief Wansick.

Roll was taken at 8:15 P.M.

Manager Stasiak explained that no cuts had been made to the Fire or Police Departments, they had been asked for reductions of \$500,00.00 in total.

He asked the Council to review the budget and send any questions or comments to him prior to the workshop with the Audit and Finance Advisory Board, so they could have the answers for the meeting.

Vice-Mayor Stevens asked when the City would receive the most recent sales tax numbers and if there could be an Emergency meeting when those numbers were received.

Mayor Browne stated that the information would be sent out and then it would be determined if there was a need for an Emergency meeting.

Manager Stasiak stated that even with receipt of the numbers the detail would not be received until later.

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 stated that the initial letter he had issued to shut the city facilities down ended at midnight on April 30th, and he would be issuing another letter to extend the shutdown until the middle of May. He commented that next week he would be looking at what was needed to reopen Municipal buildings. He added that it had not been determined that any of the buildings would reopen in mid-May, he wanted to ensure that everything was in place to protect employees and citizens. He informed the Council that the CARES Act included money for airports and the City's airport had received \$69,000.00 for materials, supplies, payroll, and benefits for the next year. He commented that money would help fund some of the operations at the Airport.

He commented that he had asked Chief Wansick to be interim Police Chief about five (5) or seven (7) years ago and that decision had turned into a wonderful relationship during this time. He thanked Chief Wansick for the job that he had done and his ability to work with all departments in the City. He stated that he was excited about Captain Kevin Heard stepping into the Interim Chief's position and commented that he felt he would do a great job. He finished his report by thanking Chief Wansick again.

Remarks and Inquiries by City Council

Councilman Smith thanked Manager Stasiak and his staff for the work that had been put into the Budget, he thanked all of the City employees and he expressed his appreciation for Chief Wansick.

Vice-Mayor Stevens thanked the Council for the action that was taken to help the citizens. He expressed his appreciation for the City's employees and encouraged everyone to continue to follow the guidelines that were currently in place to help reduce the spread of the virus.

Councilman Cox wished Chief Wansick congratulations on his retirement. He thanked all of the City employees for everything they do every day.

Councilman Brown thanked the City employees and Manager Stasiak for the Budget and he wished Chief Wansick congratulations on his retirement and wished Captain Heard good luck in the Interim Police Chief position.

Councilwoman Harrison thanked Chief Wansick for his service. She thanked the schools for their ability to make the transition to distance learning. She expressed her appreciation for the City's employees, she reminded the local businesses to approach the banks for the available stimulus funds and she thanked the health care workers for all they were doing. She then asked Manager Stasiak about the April 30th expiration date and who would be allowed to reopen.

Manager Stasiak stated that he would be reissuing a letter extending the public facility closings and the businesses could go to the Department of Commerce website for a complete list and the requirements to reopen.

Councilman Prichard did not have any comments for the evening.

Mayor's Comments and Committee Appointments

Mayor Browne congratulated Chief Wansick for his retirement and commented that he felt that Captain Hearod would do a great job for the City. He commented that if there was a way to do things differently, they would, but this is a bad time, but the City employees were a priority to get back to work. He thanked Mike Pruitt and his brother for going into neighborhoods playing music. He then requested that everyone going into businesses to wear masks and take all the necessary precautions.

Recess Council Meeting

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

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

AYE: Councilmembers Smith, Brown, Harrison, Prichard, Stevens, Cox & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 8:32 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:35 P.M.

A motion to recess the Regular meeting for an Executive Session pursuant to Title 25 O.S. § 307(B)(1) for confidential communications between a public body and its attorney to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee, more particularly City Manager, Peter Stasiak, was made by Councilman Smith. The motion was seconded by Mayor Browne.

Before the vote, Councilman Prichard asked how long this session would take. He expressed concern over the impending weather.

Mayor Browne commented that he did not think it would last very long.

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

AYE: Councilmembers Smith, Stevens, Cox, Brown, Harrison, Prichard & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 8:37 P.M.

Executive Session

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

- Consider and Act to convene in executive session pursuant to Title 25 O.S. § 307(B)(1) for confidential communications between a public body and its attorney to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee, more particularly City Manager, Peter Stasiak.

Reconvene into Open Session

The Council returned to Open session at 8:53 P.M. Mayor Browne stated that the Council had recessed the Regular meeting for an Executive Session in accordance with Title 25 O.S. § 307(B)(1) for confidential communications between a public body and its attorney to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee, more particularly City Manager, Peter Stasiak. Only that matter was discussed, no action was taken, and the Council returned to Open session at 8:53 P.M., and that constitutes the minutes of the Executive Session.

Adjournment

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

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

AYE: Councilmembers Smith, Harrison, Brown, Prichard, Stevens, Cox & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:54 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

April 22, 2020

Thru

May 5, 2020

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01-A00026	AT & T LONG DISTANCE	I-202004203079	01 -5215315	TELEPHONE UTI AT & T LONG DISTANCE	095760	49.24
01-A00267	AIRGAS, INC	I-9100611778	01 -5432202	OPERATING SUP SUPPLIES AS NEEDED	000000	81.41
01-A00362	VYVE BROADBAND	I-202004173077	01 -5431328	INTERNET SERV MAY 2020-NSIDE FIRE STATION	095761	63.09
		I-202004173077	01 -5865328	INTERNET SERV MAY 2020-CENTRAL GARAGE	095761	87.95
		I-202004173077	01 -5431328	INTERNET SERV MAY 2020-EMER FIRE RESPONSE CO	095761	99.95
		I-202004243086	01 -5542328	INTERNET SERV MAY 2020-STIPE CENTER	095817	84.23
01-A00500	AMERICAN MUNICIPAL SERV	I-46177	01 -2105	COLLECTION AG MARCH 2020 COLLECTIONS	000000	9,122.95
01-A00751	ATWOODS	I-5667/9	01 -5547339	VEHICLE/EQUIP WEEDEATER LINE & 2 C	000000	41.98
01-B00180	UNION IRON WORKS, INC.	I-S2204867.001	01 -5548203	REPAIRS & MAI BUILDING MAINT SUPPLIES	000000	48.75
		I-S2205492.001	01 -5548203	REPAIRS & MAI PRESSURE TEMP RELIEF VALV	000000	112.22
01-B00503	BROKEN ARROW ELECTRIC S	C-S2587645.001A	01 -5548203	REPAIRS & MAI CREDIT	000000	135.48-
		I-S2652948.001	01 -5548203	REPAIRS & MAI BUILDING MAINT SUPPLIES	000000	249.98
		I-S2657769.001	01 -5548203	REPAIRS & MAI BUILDING MAINT SUPPLIES	000000	26.60
01-C00320	CENTERPOINT ENERGY ARKL	I-202004273089	01 -5215314	GAS UTILITY MAR 2020-FIRE EMER RESPONSE CO	095820	187.32
		I-202004273089	01 -5215314	GAS UTILITY MAR 2020-315 E KREBS	095820	21.52
01-C00649	COMPUTER SUPPLIES & SER	I-25727	01 -5215202	OPERATING SUP ENVELOPES FOR ALL DEPT	000000	168.12
01-C00840	CRAWFORD & ASSOCIATES P	I-13389	01 -5215302	CONSULTANTS TRAINING & PREP	000000	486.25
01-D00684	DR. JASON MCELYEA	I-108	01 -5432308	CONTRACTED SE CONTRACTED SVC 04/01-04/15/20	095762	1,071.00
01-E00266	ERVIN & ERVIN ATTORNEYS	I-202004293092	01 -5214302	CONSULTANTS MAY 2020 CONTRACTED LEGAL SVCS	000036	3,233.33
01-F00015	FLEETCOR TECHNOLOGIES	I-NP58184574	01 -5210212	FUEL EXPENSE APR 2020 CITY MANGER FUEL EXP	000000	6.23
		I-NP58184574	01 -5321212	FUEL EXPENSE APR 2020 POLICE FUEL EXPENSE	000000	2,758.35
		I-NP58184574	01 -5431212	FUEL EXPENSE APR 2020 FIRE DEPT FUEL EXPEN	000000	246.28
		I-NP58184574	01 -5542212	FUEL EXPENSE APR 2020 PARKS FUEL EXPENSE	000000	243.04
		I-NP58184574	01 -5547212	FUEL EXPENSE APR 2020 CEMETERY FUEL EXPENSE	000000	84.13

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES	continued				
	I-NP58184574	01 -5548212	FUEL EXPENSE	APR 2020 FAC MAIN FUEL EXPENSE	000000	28.78
	I-NP58184574	01 -5652212	FUEL EXPENSE	APR 2020 ECON DEV FUEL EXPENSE	000000	95.23
	I-NP58184574	01 -5225212	FUEL EXPENSE	APR 2020 IT FUEL EXPENSE	000000	22.85
	I-NP58184574	01 -5432212	FUEL EXPENSE	APR 2020 AMBULANCE FUEL EXPENS	000000	447.08
	I-NP58184574	01 -5544212	FUEL EXPENSE	APR 2020 SBC FUEL EXPENSE	000000	56.11
	I-NP58184574	01 -5653212	FUEL EXPENSE	APR 2020 SAFETY FUEL EXPENSE	000000	26.24
	I-NP58184574	01 -5865212	FUEL EXPENSE	APR 2020 STREETS FUEL EXPENSE	000000	797.88
	I-NP58184575	01 -5431212	FUEL EXPENSE	APR 2020 FIRE DEPT FUEL EXPENS	000000	53.39
01-F00212	AT&T MOBILITY (FIRSTNET					
	I-202004243085	01 -5215315	TELEPHONE UTI	APR 2020 GENERAL CELL EXPENSE	095821	1,686.75
	I-202004243085	01 -5215315	TELEPHONE UTI	APR 2020 TICKET WRITER/HOTSPOT	095821	4,031.66
	I-202004243085	01 -4-0-625	REIMBURSEMENT	APR 2020 CREDIT	095821	1,383.60-
01-H00290	HUMPHREY PLUMBING, INC.					
	I-11514	01 -5548203	REPAIRS & MAI	REPAIRS TO HVAC AT AIRPORT	000000	682.00
01-H00129	HEALTH CARE SERVICE COR					
	I-239026(MAR 2020)	01 -5653308	CONTRACTED SE	COBRA ADMINISTRAT FY19-20	000000	95.00
01-I00049	IDEAL CLEANING					
	I-3342	01 -5548308	CONTRACTED SE	APR 2020 CLEAN CITY BLDGS	000000	1,800.00
	I-3342	01 -5551308	CONTRACT SERV	ARP 2020 CLEAN FED BLDG	000000	1,200.00
01-I00120	TYLER TECHNOLOGIES					
	I-025-294046	01 -5213336	FEES	MAY 20 COURT MNTH SUPPORT FEE	095763	200.00
	I-025-294046	01 -5225349	SOFTWARE MAIN	MAY 20 IT MNTH SUPPORT FEE	095763	220.50
	I-025-294720	01 -5213336	FEES	JUNE 20-COURT MNTHLY SUPPORT	095822	200.00
	I-025-294720	01 -5225349	SOFTWARE MAIN	JUNE 20-IT MNTHLY SUPPORT	095822	220.50
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-20-02-01	01 -5548203	REPAIRS & MAI	MOLD TEST AIRPORT AIR-MED BLDG	000000	2,840.00
01-J00121	JAMESCO ENTERPRISES, LL					
	I-22370	01 -5542202	OPERATING SUP	GLOVES-NUTRITION	000000	39.24
	I-22371	01 -5215202	OPERATING SUP	TOILET PAPER	000000	21.23
01-K00226	CROWNOVER VETERINARY db					
	I-221381	01 -5321208	CANINE UNIT S	BOARDING FEES/VISITS,SPLY	000000	42.00
01-L00067	COMPLIANCE RESOURCE GRO					
	I-2020-2	01 -5653348	DRUG TESTING/	RANDOM DRUG TEST-ORTLY	000000	495.00
	I-57740	01 -5653348	DRUG TESTING/	RANDOM DRUG TESTING	000000	50.00
	I-57741	01 -5653348	DRUG TESTING/	RANDOM DRUG TESTING	000000	50.00
	I-58322	01 -5653348	DRUG TESTING/	RANDOM DRUG TESTING	000000	50.00
	I-58323	01 -5653348	DRUG TESTING/	RANDOM DRUG TESTING	000000	107.00
01-L00428	LOWE'S CREDIT SERVICES					

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01-L00428	LOWE'S CREDIT SERVICES	continued				
	I-11419	01 -5432202	OPERATING SUP	COVID-19 SUPPLIES/MAINT	000000	115.68
	I-902730	01 -5210480	CONTINGENCY	SUPPLIES-KINDNESS SIGN	000000	81.91
01-M00280	FUSION FORMERLY MEGAPAT					
	I-9112202	01 -5215315	TELEPHONE UTI	MAY 2020 LONG DISTANCE	095764	456.31
01-M00487	MILLER OFFICE EQUIPMENT					
	I-MOE151455	01 -5215312	EQUIPMENT REN	MAR 20 COPIER SERVICE	000000	292.42
01-M00635	MUSTANG EQUIPMENT LEASI					
	I-MLS133922	01 -5215312	EQUIPMENT REN	COPIER LEASE 05/2020	095765	576.00
01-MC0146	PITTSBURG COUNTY EMERGE					
	I-202005013099	01 -5101353	PITTSBURG EME	MAY 2020 EMER MNGT SVS	000000	4,166.67
01-O00418	OKLA TAX COMMISSION					
	I-TAG&TITLE PK-19	01 -5542202	OPERATING SUP	TAG&TITLE PK-19	000000	43.15
01-O00520	OIL-OK INDEPENDENT LIVI					
	I-05122020-2015-2016	01 -5101355	OIL-OK FOR IN	CONTRACT-OK FOR INDEPENDENT LI	000000	2,000.00
01-P00242	PETER STASIAK					
	I-202005013096	01 -5210112	VEHICLE ALLOW	AUTO ALLOWANCE	095828	500.00
01-P00310	PITNEY BOWES INC					
	I-3310979081	01 -5215312	EQUIPMENT REN	LEASE MACHINE/FOLDER	095823	1,305.36
01-P00451	PURCHASE POWER / PITNEY					
	I-1015501944	01 -5215317	POSTAGE	INK CARTRIDGE	095824	246.49
	I-1015501945	01 -5215317	POSTAGE	CLEANING KIT	095824	26.99
01-P00560	PSO/SOUTHWESTERN ELECTR					
	I-202004273090	01 -5215313	ELECTRIC UTIL	APR 2020-1699 E CARL ALBERT	095825	17.94
01-S00013	SAF-T-GLOVE INC					
	I-924904-00	01 -5653213	SAFETY EXPENS	2 5 GAL JUG HAND SANITIZE	000000	424.16
	I-926918-00	01 -5653213	SAFETY EXPENS	2 5 GAL JUGS HAND SANITIZ	000000	424.16
01-S00249	MORGAN STANLEY SMITH BA					
	I-05122020-2019-2020	01 -5215110	PENSION - DEF	MAY 2020- GENERAL CONTRIBUTION	000000	27,957.06
01-T00010	T. H. ROGERS LUMBER CO.					
	I-579424	01 -5865218	STREET REPAIR	FORMING MATERIALS	000000	10.75
	I-579461	01 -5865218	STREET REPAIR	FORMING MATERIALS	000000	23.27
	I-579546	01 -5865218	STREET REPAIR	FORMING MATERIALS	000000	199.69
	I-579548	01 -5865218	STREET REPAIR	FORMING MATERIALS	000000	39.78
	I-579581	01 -5865218	STREET REPAIR	FORMING MATERIALS	000000	11.36

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01-U00020	UNITED STATES CELLULAR	I-202003032961	01 -5542202	OPERATING SUP MAR 2020 SBC INTERNET SVC	095759	43.61
01-U00128	UNITED PACKAGING & SHIP	I-154137	01 -5320202	OPERATING EXP PACKAGE MAILED-CID/POLICE	000000	22.07
01-W00040	WALMART COMMUNITY BRC	I-04095	01 -5431202	OPERATING SUP OPERATING SUPPLIES	000000	93.56
		I-07021	01 -5431202	OPERATING SUP OPERATING SUPPLIES	000000	65.91
		I-906231	01 -5431202	OPERATING SUP OPERATING SUPPLIES	000000	58.68
01-W00151	WAV11, LLC	I-11501	01 -5321316	REPAIRS & MAI TROUBLESHOT VIRTUAL MACHINES	000000	287.20
			FUND 01 GENERAL FUND	TOTAL:		72,103.46

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01-A00362	VYVE BROADBAND					
		I-202004243086	02 -5866230	RECYCLING CEN MAY 2020-RECYCLE CENTER	095817	61.20
		I-202004243086	02 -5975328	INTERNET SERV MAY 2020-HEREFORD LN	095817	73.19
01-A00768	AT&T CORP DBA ACC BUSIN					
		I-201032179	02 -5267315	TELEPHONE UTI MAR 2020 INTERNET CITY HALL	095818	882.07
		I-201073221	02 -5267315	TELEPHONE UTI MAR 2020 INTERNET CH/FED BLDG	095818	882.50
01-B00180	UNION IRON WORKS, INC.					
		I-S2204538.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	000000	90.72
		I-S2206533.001	02 -5973203	REPAIRS & MAI REPAIRS & MAINT. SUPPLIES	000000	589.50
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2656386.001	02 -5973203	REPAIRS & MAI ELECTRIC REPAIR ITEMS	000000	107.21
01-C00320	CENTERPOINT ENERGY ARKL					
		I-202004273089	02 -5267314	GAS UTILITY MAR 2020-CENTRAL GARAGE	095820	179.13
01-C00649	COMPUTER SUPPLIES & SER					
		I-25727	02 -5267202	OPERATING SUP ENVELOPES FOR ALL DEPT	000000	168.12
01-D00158	DAVID T HARDGRAVE					
		I-4-20-10	02 -5973302	CONSULTANTS (PRETREATMENT CONSULT	000000	2,200.00
01-D00540	DOLESE BROTHERS					
		I-RM20018454	02 -5975218	STREET REPAIR MAIN & CRISLER	000000	2,204.00
		I-RM20019266	02 -5975218	STREET REPAIR MAIN & CRISLER	000000	2,669.16
		I-RM20020356	02 -5975218	STREET REPAIR WISTERIA & ROSEWOOD	000000	484.00
		I-RM20020655	02 -5975218	STREET REPAIR 2ND ST	000000	1,450.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP58184575	02 -5216212	FUEL EXPENSE APR 2020 UB&C FUEL EXPENSE	000000	144.55
		I-NP58184575	02 -5864212	FUEL EXPENSE APR 2020 LANDFILL FUEL EXPENSE	000000	49.08
		I-NP58184575	02 -5866212	FUEL EXPENSE APR 2020 SANITATION FUEL EXPEN	000000	59.34
		I-NP58184575	02 -5871212	FUEL EXPENSE APR 2020 ENGINEER FUEL EXPENSE	000000	64.24
		I-NP58184575	02 -5973212	FUEL EXPENSE APR 2020 WWT FUEL EXPENSE	000000	357.67
		I-NP58184575	02 -5975212	FUEL EXPENSE APR 2020 UTM FUEL EXPENSE	000000	1,858.78
01-F00030	FAO USACE, TULSA DISTRI					
		I-10900	02 -5974308	CONTRACTED SE YEARLY WATER STORAGE FEE	000000	16,804.62
01-F00037	FASTENAL					
		I-OKMCA179112	02 -5975202	OPERATING SUP FLAGS	000000	94.14
01-F00212	AT&T MOBILITY (FIRSTNET					
		I-202004243085	02 -5267315	TELEPHONE UTI APR 2020 MPWA CELL EXPENSE	095821	992.31
01-H00016	CORE & MAIN LP					
		I-M200941	02 -5975235	WATER MAIN RE WATERLINE REPAIR	000000	560.94

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01-I00120	TYLER TECHNOLOGIES					
		I-025-294046	02 -5216336	MAILING FEES MAY 20 UB&C MNTH SUPPORT FEE	095763	293.16
		I-025-294720	02 -5216336	MAILING FEES JUNE 20-UB&C MNTHLY SUPPOT	095822	293.16
01-I00187	WATER HOLDINGS ACQUISIT					
		I-50549	02 -5974302	CONSULTANTS MAY 2020 OPERATIONAL SVC WTP	000000	111,111.01
01-J00121	JAMESCO ENTERPRISES, LL					
		I-22371	02 -5267202	OPERATING SUP TOILET PAPER	000000	21.23
01-L00428	LOWE'S CREDIT SERVICES					
		I-902297	02 -5975209	UTILITY MAINT SAKRETE LEAK STOPPER 20LB	000000	28.54
01-O00275	OKLA DEPT OF COMMERCE					
		I-05122020-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	000000	1,145.83
01-O00418	OKLA TAX COMMISSION					
		I-TAG&TITLE ENGINEER	02 -5871202	OPERATING SUP TAG&TITLE-ENGINEER	000000	46.05
01-S00249	MORGAN STANLEY SMITH BA					
		I-05122020-2019-2020	02 -5267110	PENSION - DEF MAY 2020- MPWA CONTRIBUTION	000000	5,603.92
01-S00580	AT & T					
		I-202003062988	02 -5267315	TELEPHONE UTI MARCH 2020 MPWA	095758	9,482.93
		I-202003122999	02 -5267315	TELEPHONE UTI MARCH 2020 - DATA LINE	095758	970.00
01-T00052	TECHNICAL PROGRAMMING S					
		I-106153	02 -5216336	MAILING FEES UB&C MAILING FEES	000000	893.83
		I-106153	02 -5216317	POSTAGE UB&C POSTAGE FEES	000000	1,369.82
		I-106246	02 -5216336	MAILING FEES UB&C MAILING FEE Z1	000000	795.29
		I-106246	02 -5216317	POSTAGE UB&C POSTAGE FEE Z1	000000	1,208.64
01-T00630	TWIN CITIES READY MIX,					
		I-202676	02 -5975218	STREET REPAIR CONCRETE-ROSEWOOD	000000	721.50
01-U00051	UTILITY SUPPLY CO., INC					
		I-137043	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	305.12
		I-137044	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	180.04
		I-137067	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	243.36
		I-137068	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	608.08
		I-137069	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	562.49
		I-137480	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	193.20
		I-137481	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	96.73
		I-137482	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	38.27
		I-137483	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	96.96
		I-137484	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	6.25
		I-137485	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	276.76
		I-137486	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	772.76
		I-137488	02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	44.38

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PACKET : 18843 18845 18851 18856 18864 18870 18876 18892
VENDOR SET: Mult
FUND : 02 MPWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00051	UTILITY SUPPLY CO., INC	continued				
	I-137489		02 -5975235	WATER MAIN RE WATERLINE MAIN REPAIRS	000000	48.30
01-U00052	UTILITY TECHNOLOGY SERV					
	I-S103484954.001		02 -5975211	WATER METERS 1" IPERL WATER METERS	000000	2,150.00
01-V00072	VERIZON WIRELESS SERVIC					
	I-9852529629		02 -5216328	INTERNET SERV APR 2020-AMI BASE STATIONS	095827	50.12
01-W00371	WILLIAMS SCOTSMAN, INC.					
	I-7758704		02 -5864312	EQUIPMENT REN OFFICE RENT-LANDFILL	000000	334.78
			FUND 02 MPWA	TOTAL:		173,018.98

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PACKET : 18843 18845 18851 18856 18864 18870 18876 18892

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-202004273089	03 -5876314	GAS UTILITY MAR 2020-AIRPORT	095820	67.53
01-F00015	FLEETCOR TECHNOLOGIES	I-NP58184575	03 -5876212	FUEL EXPENSE APR 2020 AIRPORT FUEL EXPENSE	000000	37.61
01-F00212	AT&T MOBILITY (FIRSTNET	I-202004243085	03 -5876315	TELEPHONE UTI APR 2020 AIRPORT CELL EXPENSE	095821	74.90
01-S00249	MORGAN STANLEY SMITH BA	I-05122020-2019-2020	03 -5876110	PENSION-DEFIN MAY 2020- AIRPORT CONTRIBUTION	000000	360.26
			FUND 03 AIRPORT AUTHORITY	TOTAL:		540.30

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 REGULAR DEPARTMENT PAYMENT REGISTER
 PACKET : 18843 18845 18851 18856 18864 18870 18876 18892
 VENDOR SET: Mult
 FUND : 08 NUTRITION

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
	I-NP58184574	08 -5549212	FUEL EXPENSE	APR 2020 NUTRITION FUEL EXPENS	000000	11.24
01-F00212	AT&T MOBILITY (FIRSTNET					
	I-202004243085	08 -5549315	TELEPHONE UTI	APR 2020 NUTRITION CELL EXPENS	095821	89.51
01-S00249	MORGAN STANLEY SMITH BA					
	I-05122020-2019-2020	08 -5549110	PENSION-DEFIN	MAY 2020- NUTRITION CONTRIB	000000	583.41
01-S00580	AT & T					
	I-202004203078	08 -5549315	TELEPHONE UTI	MAY 2020-NUTRITION	095767	266.95
			FUND	08 NUTRITION	TOTAL:	951.11

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PACKET : 18843 18845 18851 18856 18864 18870 18876 18892

VENDOR SET: Mult

FUND : 16 STATE FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00499	ROE TACTICAL	I-INV2020-73	16 -5323401	CAPITAL OUTLA ARMOR EXPRESS-RAZOR	000000	4,359.23
			FUND	16 STATE FORFEITURE FUND	TOTAL:	4,359.23

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 PACKET : 18843 18845 18851 18856 18864 18870 18876 18892
 VENDOR SET: Mult
 FUND : 27 TOURISM FUND

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VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	VYVE BROADBAND	I-202004243086	27	-5655328	INTERNET SERV MAY 2020-TOURISM	095817	86.20
01-C00149	CANON FINANCIAL SERVICE	I-2136769	27	-5655318	PRINTING COPIER LEASE/TOUR 05/2020	095819	71.00
01-F00212	AT&T MOBILITY (FIRSTNET	I-202004243085	27	-5655315	TELEPHONE UTI APR 2020 TOURISM CELL EXPENSE	095821	44.59
01-MC0134	MCALESTER MAIN STREET	I-05122020-2015-2016	27	-5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	000000	1,250.00
01-P00450	PRIDE IN MCALESTER	I-05122020-2015-2016	27	-5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	000000	2,500.00
01-S00249	MORGAN STANLEY SMITH BA	I-05122020-2019-2020	27	-5655110	PENSION-DEFIN MAY 2020- TOURSIM CONTRIBUTION	000000	224.28
01-T00500	TRACY PARROTT, DBA PARR	I-202005013100	27	-5655340	OFFICE RENT MAY 2020-TOURISM OFFICE RENT	000000	1,044.00
					FUND 27 TOURISM FUND	TOTAL:	5,220.07

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 VENDOR SET: Mult
 FUND : 28 SE EXPO CENTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00768	AT&T CORP DBA ACC BUSIN	I-201056124	28 -5654328	INTERNET SERV MAR 2020 INTERNET EXPO	095818	611.00
01-C00149	CANON FINANCIAL SERVICE	I-2136769	28 -5654202	OPERATING SUP COPIER LEASE/EXPO 05/2020	095819	77.00
01-F00212	AT&T MOBILITY (FIRSTNET	I-202004243085	28 -5654315	TELEPHONE UTI APR 2020 EXPO CELL EXPENSE	095821	164.12
01-P00560	PSO/SOUTHWESTERN ELECTR	I-202004223083	28 -5654313	ELECTRIC UTIL APRIL 2020-EXPO RV PARK	095766	36.52
		I-202004273090	28 -5654313	ELECTRIC UTIL APR 2020-EXPO	095825	2,169.54
01-S00190	SECURITY SYS. & ENG. IN	I-32697	28 -5654316	REPAIRS & MAI ALARM MONITORING 1ST QTR	000000	135.00
01-S00249	MORGAN STANLEY SMITH BA	I-05122020-2019-2020	28 -5654110	PENSION-DEFIN MAY 2020- EXPO CONTRIBUTION	000000	518.18
01-S00580	AT & T	I-202003062988	28 -5654315	TELEPHONE UTI MARCH 2020 ATM LINE @ EXPO	095758	234.72
			FUND 28 SE EXPO CENTER	TOTAL:		3,946.08

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 REGULAR DEPARTMENT PAYMENT REGISTER
 PACKET : 18843 18845 18851 18856 18864 18870 18876 18892
 VENDOR SET: Mult
 FUND : 29 E-911

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00662	APCO INTERNATIONAL, INC	I-696268	29 -5324331	EMPLOYEE TRAV MEMBERSHIP//EMD TRAINING	000000	94.00
01-F00015	FLEETCOR TECHNOLOGIES	I-NP58184574	29 -5324212	FUEL EXPENSE APR 2020 E911 FUEL EXPENSE	000000	22.88
01-F00212	AT&T MOBILITY (FIRSTNET	I-202004243085	29 -5324315	TELEPHONE UTI APR 2020 E911 CELL EXPENSE	095821	89.18
01-000276	OKLA DEPT OF PUBLIC SAF	I-38-3000093	29 -5324308	CONTRACTED SE TELETYPE RENTAL-OPEN PO	000000	350.00
01-R00123	RAVE WIRELESS, INC. DBA	I-21086	29 -5324308	CONTRACTED SE MASS NOTIFICATION SYS REN	000000	8,977.50
01-S00249	MORGAN STANLEY SMITH BA	I-05122020-2019-2020	29 -5324110	PENSION-DEFIN MAY 2020- E911 CONTRIBUTION	000000	1,496.01
01-S00580	AT & T	I-202003062988	29 -5324315	TELEPHONE UTI MARCH 2020 911 WIRELESS	095758	228.36
		I-202003122999	29 -5324401	CAPITAL OUTLA MARCH 2020 - EQUIP LEASE	095758	2,403.33
		I-202004293093	29 -5324315	TELEPHONE UTI MAY 2020-E911	095826	5,777.14
01-W00392	WINDSTREAM CORPORATION	I-202004213081	29 -5324315	TELEPHONE UTI APRIL 2020-911 CO TRUNK LINE	095768	430.58
			FUND 29 E-911	TOTAL:		19,868.98

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 PACKET : 18843 18845 18851 18856 18864 18870 18876 18892
 VENDOR SET: Mult
 FUND : 30 ECONOMIC DEVELOPMENT

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VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	I-2136769	30	-5652202	OPERATING SUP COPIER LEASE ECON DEV5/20	095819	28.00
01-M00277	MDSS MCALESTER DEFENSE	I-027	30	-5652343	2016 OSMPC GR APR 2020 EXEC DIR-SALARY&TAXES	000000	2,078.67
		I-027	30	-5652343	2016 OSMPC GR MAR 2020 CREDIT CARD EXPENSE	000000	55.00
		I-027	30	-5652343	2016 OSMPC GR ARP 2020 TRAVEL REIMB	000000	250.00
		I-027	30	-5652343	2016 OSMPC GR MAR 2020 OFFICE SPACE	000000	650.00
		I-027	30	-5652343	2016 OSMPC GR ARP 2020 CELL PHONE EXPENSE	000000	95.00
01-MC0134	MCALESTER MAIN STREET	I-05122020-2015-2016	30	-5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	000000	1,250.00
01-O00275	OKLA DEPT OF COMMERCE	I-05122020-#12248	30	-5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	000000	282.50
01-P00450	PRIDE IN MCALESTER	I-05122020-2015-2016	30	-5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	000000	2,500.00
01-P00454	PRICE'S PRINTING, INC.	I-61520	30	-5652350	BUSINESS DEVE PLACE MATS	000000	1,480.00
01-S00249	MORGAN STANLEY SMITH BA	I-05122020-2019-2020	30	-5652114	PENSION-DEFIN MAY 2020- ECON DEV CONTRIBUTIO	000000	324.67
01-S00349	SIGN DEPOT, LLC	I-26835	30	-5652350	BUSINESS DEVE FOOTPRINTS	000000	1,346.00
01-U00069	ULINE, INC	I-119302056	30	-5652350	BUSINESS DEVE CAUTION TAPE	000000	2,599.59
		I-119302056	30	-5652350	BUSINESS DEVE SHIPPING	000000	165.00
			FUND	30	ECONOMIC DEVELOPMENT	TOTAL:	13,104.43

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VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00952	SUPERIOR INTERNATIONAL	I-INV0161948	32 -5215204	EXPENSE FOR P LEADERSHIP PARK	000000	4,729.98
				FUND 32 GRANTS & CONTRIBUTIONS	TOTAL:	4,729.98

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PACKET : 18843 18845 18851 18856 18864 18870 18876 18892

VENDOR SET: Mult

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-19-11-04	33 -5971521	2019 CDBG PRO RESIDENT PROJ REP		000000	3,555.00
01-M00488	MILLIE VANCE INC					
	I-CIV1454	33 -5971521	2019 CDBG PRO ADMIN SERV.2019 CDBG		000000	2,000.00
			FUND 33 CDBG GRANTS FUND	TOTAL:		5,555.00

PACKET : 18843 18845 18851 18856 18864 18870 18876 18892

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES						
	I-NP58184574	35	-5862212	FUEL EXPENSE	APR 2020 FLEET MAINT FUEL EXP	000000	40.68
01-F00212	AT&T MOBILITY (FIRSTNET						
	I-202004243085	35	-5862315	TELEPHONE UTI	APR 2020 FLEET MAINT CELL EXP	095821	89.18
01-K00190	YELLOWHOUSE MACHINERY C						
	I-520893	35	-5862203	REPAIRS & MAI	C-75	000000	37.80
01-K00205	KIAMICHI AUTOMOTIVE WHO						
	I-107942	35	-5862203	REPAIRS & MAI	LF-7	000000	19.13
	I-108064	35	-5862203	REPAIRS & MAI	FM SHOP	000000	13.68
	I-108925	35	-5862203	REPAIRS & MAI	UTM-9	000000	80.63
	I-109216	35	-5862203	REPAIRS & MAI	UTM-28	000000	34.98
01-O00075	O'REILLY AUTO PARTS						
	C-0230-320078	35	-5862203	REPAIRS & MAI	RETURN-AIR FILTER	000000	13.94-
	C-0230-323720	35	-5862203	REPAIRS & MAI	RETURN-WIPER BLADE	000000	14.30-
	C-0230-325614	35	-5862203	REPAIRS & MAI	WARRANTY RETURN OLD WW-5	000000	67.44-
	C-0230-325715	35	-5862203	REPAIRS & MAI	EXCHANGE BOOT KIT	000000	7.16-
	I-0230-318948	35	-5862203	REPAIRS & MAI	SW-11	000000	5.93
	I-0230-319125	35	-5862203	REPAIRS & MAI	S-44	000000	8.36
	I-0230-319769	35	-5862203	REPAIRS & MAI	PD-68	000000	77.34
	I-0230-320064	35	-5862203	REPAIRS & MAI	UO-3	000000	31.80
	I-0230-320221	35	-5862203	REPAIRS & MAI	LF-21	000000	65.17
	I-0230-320325	35	-5862203	REPAIRS & MAI	PK-07	000000	142.07
	I-0230-320377	35	-5862203	REPAIRS & MAI	PD-85	000000	67.49
	I-0230-320488	35	-5862203	REPAIRS & MAI	C-75	000000	158.10
	I-0230-320489	35	-5862203	REPAIRS & MAI	C-75	000000	32.38
	I-0230-320509	35	-5862203	REPAIRS & MAI	SHOP	000000	40.74
	I-0230-320587	35	-5862203	REPAIRS & MAI	PK-7	000000	7.19
	I-0230-320722	35	-5862203	REPAIRS & MAI	SHOP	000000	89.70
	I-0230-320730	35	-5862203	REPAIRS & MAI	SHOP	000000	89.70
	I-0230-320731	35	-5862203	REPAIRS & MAI	C-78	000000	5.28
	I-0230-321590	35	-5862203	REPAIRS & MAI	SHOP	000000	41.96
	I-0230-321834	35	-5862203	REPAIRS & MAI	PD-45	000000	5.52
	I-0230-321850	35	-5862203	REPAIRS & MAI	C-75	000000	4.54
	I-0230-321851	35	-5862203	REPAIRS & MAI	PD-87	000000	14.13
	I-0230-321875	35	-5862203	REPAIRS & MAI	PD-87	000000	4.49
	I-0230-321917	35	-5862203	REPAIRS & MAI	PD-87	000000	5.09
	I-0230-322094	35	-5862203	REPAIRS & MAI	PD-90	000000	71.39
	I-0230-322200	35	-5862203	REPAIRS & MAI	UTM-3	000000	101.83
	I-0230-322521	35	-5862203	REPAIRS & MAI	PD-92	000000	4.35
	I-0230-323513	35	-5862203	REPAIRS & MAI	PD-78	000000	59.17
	I-0230-323557	35	-5862203	REPAIRS & MAI	PD-78	000000	2.40
	I-0230-323648	35	-5862203	REPAIRS & MAI	WW-5	000000	67.44
	I-0230-323828	35	-5862203	REPAIRS & MAI	PD-103	000000	77.34
	I-0230-323881	35	-5862203	REPAIRS & MAI	PD-103	000000	136.72
	I-0230-324117	35	-5862203	REPAIRS & MAI	FIRE CHIEF	000000	26.10

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS		continued			
	I-0230-324598	35	-5862203	REPAIRS & MAI LANDFILL	000000	176.99
	I-0230-324996	35	-5862203	REPAIRS & MAI LANDFILL	000000	54.99
	I-0230-325037	35	-5862203	REPAIRS & MAI LANDFILL	000000	24.26
	I-0230-325643	35	-5862203	REPAIRS & MAI PD-71	000000	71.39
	I-0230-325711	35	-5862203	REPAIRS & MAI PD-71	000000	61.76
	I-0230-325787	35	-5862203	REPAIRS & MAI PD-25	000000	112.35
	I-0230-326028	35	-5862203	REPAIRS & MAI MEGACRIMP	000000	8.09
01-P00023	P & K EQUIPMENT, INC					
	I-3626298	35	-5862203	REPAIRS & MAI WW-11	000000	13.60
01-S00249	MORGAN STANLEY SMITH BA					
	I-05122020-2019-2020	35	-5862110	PENSION-DEFIN MAY 2020- FLEET MAINT CONTRIB	000000	732.37
01-S00710	STANDARD MACHINE LLC					
	I-261137	35	-5862203	REPAIRS & MAI LF-5	000000	236.23
01-T00151	T & W TIRES, LLC					
	I-1250001525	35	-5862203	REPAIRS & MAI TIRES FOR UO-3	000000	183.66
	I-1250001525	35	-5862203	REPAIRS & MAI OK STATE TIRE FEE	000000	8.70
01-W00195	WELDON PARTS INC.					
	I-2459813-00	35	-5862203	REPAIRS & MAI S-44	000000	286.53
	I-2462715-00	35	-5862203	REPAIRS & MAI UTM-44	000000	69.63
	I-2467589-00	35	-5862203	REPAIRS & MAI STREETS/UTM DIESEL ADDITI	000000	246.30
	FUND	35	FLEET MAINTENANCE	TOTAL:		3,943.81

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FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST						
	I-05122020-003	41	-5865510	LEASE PAYMENT	LOAN PMT-2016 JD EXCAVATOR	000000	1,326.45
01-F00170	FIRST NATIONAL BANK						
	I-05122020-#135002	41	-5974501	MCC CONTROLS	LOAN #135002-MCC CONTROLS	000000	4,709.36
	I-05122020-LN#134438	41	-5975510	UTM LOAN PAYM	AMI LOAN PAYMENT LOAN #134438	000000	18,395.29
	I-05122020-LOAN#1374	41	-5321501	PATROL LEASE	4 PD CARS-INTEREST	000000	261.67
	I-05122020-LOAN#1374	41	-5321501	PATROL LEASE	4 PD CARS-PRINCIPLE	000000	1,577.98
01-W00193	HTW ENTERPRISES INC dba						
	I-73035	41	-5210401	ARVEST PARK P	AARP DECALS-ARVEST PRK	000000	34.53
				FUND	41 CIP FUND	TOTAL:	26,305.28

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VENDOR SET: Mult

FUND : 46 STORMWATER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST	I-05122020-004	46 -5871501	LOAN PAYMENTS LOAN PMT-SWEEPER 1503001-004	000000	3,284.13
01-B00592	BUILT RIGHT CONSTRUCTIO	I-PMT#2	46 -5871401	CAPITAL OUTLA BLOCK 213 ALLEY DRAINAGE	000000	28,386.00
			FUND	46 STORMWATER FUND	TOTAL:	31,670.13

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VENDOR SET: Mult
FUND : 48 INFRASTRUCTURE FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00592	BUILT RIGHT CONSTRUCTIO					
	I-PAY APP #3	48 -5975403	SEWER LINE RE RELOCATION PROJ-745 W ADA	000000		1,990.60
	I-PAYMENT#4	48 -5975403	SEWER LINE RE CHANGE ORDER#1	000000		3,603.75
	I-PMT#2	48 -5975403	SEWER LINE RE IMPROVEMENT PROJECT	000000		20,776.50
			FUND 48 INFRASTRUCTURE FUND	TOTAL:		26,370.85
				REPORT GRAND TOTAL:		391,687.69

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2019-2020	01 -2105	COLLECTION AGENCY 25% (COU	9,122.95						
	01 -4-0-625	REIMBURSEMENTS *NON-EXPENS	1,383.60-	35,200-	39,098.09				
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	4,166.63				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	2,000.00				
	01 -5210112	VEHICLE ALLOWANCE	500.00	6,000	500.00				
	01 -5210212	FUEL EXPENSE	6.23	820	426.02				
	01 -5210480	CONTINGENCY	81.91	40,897	29,855.53				
	01 -5213336	FEES	400.00	3,000	44.89				
	01 -5214302	CONSULTANTS	3,233.33	68,000	12,525.33				
	01 -5215110	PENSION - DEFINED BENEFIT	27,957.06	335,485	27,957.34				
	01 -5215202	OPERATING SUPPLIES	189.35	31,800	10,916.92				
	01 -5215302	CONSULTANTS	486.25	42,000	5,225.69				
	01 -5215312	EQUIPMENT RENTALS	2,173.78	25,562	494.26				
	01 -5215313	ELECTRIC UTILITY	17.94	417,603	143,618.09				
	01 -5215314	GAS UTILITY	208.84	57,139	24,542.48				
	01 -5215315	TELEPHONE UTILITY	6,223.96	80,000	7,034.63-	Y			
	01 -5215317	POSTAGE	273.48	12,000	5,295.85-	Y			
	01 -5225212	FUEL EXPENSE	22.85	1,000	317.19				
	01 -5225349	SOFTWARE MAINTENANCE	441.00	160,008	5,044.60-	Y			
	01 -5320202	OPERATING EXPENSE	22.07	2,296	670.92				
	01 -5321208	CANINE UNIT SUPPLIES	42.00	1,800	929.65				
	01 -5321212	FUEL EXPENSE	2,758.35	86,000	11,455.75				
	01 -5321316	REPAIRS & MAINTENANCE	287.20	5,000	2,386.80				
	01 -5431202	OPERATING SUPPLIES	218.15	13,000	3,494.71				
	01 -5431212	FUEL EXPENSE	299.67	9,701	966.02-	Y			
	01 -5431328	INTERNET SERVICE	163.04	3,050	500.37-	Y			
	01 -5432202	OPERATING SUPPLIES	197.09	31,000	12,359.35				
	01 -5432212	FUEL EXPENSE	447.08	10,500	564.92-	Y			
	01 -5432308	CONTRACTED SERVICES	1,071.00	65,025	19,125.42				
	01 -5542202	OPERATING SUPPLIES	126.00	9,000	3,026.61				
	01 -5542212	FUEL EXPENSE	243.04	21,728	5,302.57				
	01 -5542328	INTERNET SERVICE	84.23	2,092	136.45				
	01 -5544212	FUEL EXPENSE	56.11	2,300	2,212.67				
	01 -5547212	FUEL EXPENSE	84.13	5,600	1,071.53				
	01 -5547339	VEHICLE/EQUIP. MAINTENANCE	41.98	7,597	2,645.22				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	3,824.07	35,200	10,487.94				
	01 -5548212	FUEL EXPENSE	28.78	3,300	1,226.06				
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,800.00	23,000	1,125.00				
	01 -5551308	CONTRACT SERVICES	1,200.00	19,620	5,220.00				
	01 -5652212	FUEL EXPENSE	95.23	1,400	264.84				
	01 -5653212	FUEL EXPENSE	26.24	640	288.48				
	01 -5653213	SAFETY EXPENSE	848.32	25,500	6,285.06				
	01 -5653308	CONTRACTED SERVICES	95.00	26,500	11,547.39-	Y			
	01 -5653348	DRUG TESTING/PHYSICALS	752.00	11,000	1,162.45				
	01 -5865212	FUEL EXPENSE	797.88	25,472	5,688.77				

** 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	-5865218	STREET REPAIRS & MAINTENAN	284.85	84,350	10,386.13				
01	-5865328	INTERNET SERVICE	87.95	2,100	436.81				
02	-5216212	FUEL EXPENSE	144.55	6,000	1,847.11				
02	-5216317	POSTAGE	2,578.46	30,100	1,158.80				
02	-5216328	INTERNET SERVICE	50.12	629	128.52				
02	-5216336	MAILING FEES	2,275.44	25,100	1,290.36				
02	-5267110	PENSION - DEFINED BENEFIT	5,603.92	67,248	5,604.88				
02	-5267202	OPERATING SUPPLIES	189.35	19,200	4,007.05				
02	-5267314	GAS UTILITY	179.13	13,909	4,227.57				
02	-5267315	TELEPHONE UTILITY	13,209.81	126,776	16,422.62-	Y			
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	1,145.87				
02	-5864212	FUEL EXPENSE	49.08	3,608	343.54-	Y			
02	-5864312	EQUIPMENT RENTALS	334.78	0	2,013.31-	Y			
02	-5866212	FUEL EXPENSE	59.34	7,500	3,415.95				
02	-5866230	RECYCLING CENTER EXPENSE	61.20	800	123.85				
02	-5871202	OPERATING SUPPLIES	46.05	2,200	55.68				
02	-5871212	FUEL EXPENSE	64.24	722	130.50-	Y			
02	-5973203	REPAIRS & MAINT SUPPLIES	696.71	34,899	5,114.50				
02	-5973212	FUEL EXPENSE	357.67	9,440	1,384.05				
02	-5973302	CONSULTANTS (IND. PRETREAT	2,200.00	26,400	0.00				
02	-5974302	CONSULTANTS	111,111.01	1,353,338	149,194.51				
02	-5974308	CONTRACTED SERVICES	16,804.62	71,244	9,918.72				
02	-5975202	OPERATING SUPPLIES	94.14	1,906	352.92				
02	-5975209	UTILITY MAINTENANCE SUPP.	28.54	39,101	16,007.39				
02	-5975211	WATER METERS	2,150.00	135,000	41,897.11				
02	-5975212	FUEL EXPENSE	1,858.78	33,073	1,801.66				
02	-5975218	STREET REPAIRS & MAINTENAN	7,528.66	125,000	34,189.48				
02	-5975230	SEWER MAIN REPAIR	90.72	20,000	4,760.18				
02	-5975235	WATER MAIN REPAIR	4,033.64	165,000	44,218.73				
02	-5975328	INTERNET SERVICE	73.19	894	71.45				
03	-5876110	PENSION-DEFINED BENEFIT	360.26	4,324	361.14				
03	-5876212	FUEL EXPENSE	37.61	2,593	498.50				
03	-5876314	GAS UTILITY	67.53	730	18.96-	Y			
03	-5876315	TELEPHONE UTILITY	74.90	340	95.50-	Y			
08	-5549110	PENSION-DEFINED BENEFIT	583.41	7,001	583.49				
08	-5549212	FUEL EXPENSE	11.24	5,800	1,020.56				
08	-5549315	TELEPHONE UTILITY	356.46	4,650	181.05				
16	-5323401	CAPITAL OUTLAY	4,359.23	0	4,188.39-	Y			
27	-5655110	PENSION-DEFINED BENEFIT	224.28	2,692	224.92				
27	-5655315	TELEPHONE UTILITY	44.59	555	56.73-	Y			
27	-5655318	PRINTING	71.00	40,000	19,303.73				
27	-5655328	INTERNET SERVICE	86.20	1,138	183.81				
27	-5655340	OFFICE RENT	1,044.00	15,500	4,016.00				
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	5,000.00				
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	2,500.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
28	-5654110	PENSION-DEFINED BENEFIT	518.18	6,219	519.02				
28	-5654202	OPERATING SUPPLIES	77.00	4,400	668.85				
28	-5654313	ELECTRIC UTILITY	2,206.06	80,000	23,518.21				
28	-5654315	TELEPHONE UTILITY	398.84	3,500	432.79-	Y			
28	-5654316	REPAIRS & MAINTENANCE	135.00	34,000	16,261.09				
28	-5654328	INTERNET SERVICE	611.00	9,000	2,611.09				
29	-5324110	PENSION-DEFINED BENEFIT	1,496.01	17,953	1,496.89				
29	-5324212	FUEL EXPENSE	22.88	818	446.38				
29	-5324308	CONTRACTED SERVICES	9,327.50	37,600	9,620.38				
29	-5324315	TELEPHONE UTILITY	6,525.26	99,550	13,122.81				
29	-5324331	EMPLOYEE TRAVEL & TRAININ	94.00	5,200	1,254.88				
29	-5324401	CAPITAL OUTLAY	2,403.33	29,000	4,966.70				
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	5,000.00				
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	2,500.00				
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	282.50				
30	-5652114	PENSION-DEFINED CONTRIBUTI	324.67	4,661	388.06-	Y			
30	-5652202	OPERATING SUPPLIES	28.00	2,000	1,694.00				
30	-5652343	2016 OSMPC GRANT-DEFENSE D	3,128.67	203,228	169,758.98				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	5,590.59	39,600	24,194.00				
32	-5215204	EXPENSE FOR PARKS (OTHER)	4,729.98	0	64,634.69-	Y			
33	-5971521	2019 CDBG PROJECT	5,555.00	275,804	49,018.70				
35	-5862110	PENSION-DEFINED BENEFIT	732.37	8,789	732.93				
35	-5862203	REPAIRS & MAINTENANCE SUPP	3,081.58	182,714	35,936.24				
35	-5862212	FUEL EXPENSE	40.68	2,306	345.59				
35	-5862315	TELEPHONE UTILITY	89.18	746	44.83				
41	-5210401	ARVEST PARK PROJECT	34.53	61,917	48,615.47				
41	-5321501	PATROL LEASE PAYMENTS	1,839.65	22,100	1,863.85				
41	-5865510	LEASE PAYMENTS	1,326.45	162,521	4,897.46				
41	-5974501	MCC CONTROLS - WTP	4,709.36	56,513	4,710.04				
41	-5975510	UTM LOAN PAYMENTS	18,395.29	220,745	18,396.81				
46	-5871401	CAPITAL OUTLAY	28,386.00	297,993	11,639.31				
46	-5871501	LOAN PAYMENTS-STREET SWEEP	3,284.13	39,410	3,284.57				
48	-5975403	SEWER LINE REPLACEMENT	26,370.85	415,000	5,445.78				

** 2019-2020 YEAR TOTALS ** 391,687.69

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	05/2020	72,103.46
02	05/2020	173,018.98
03	05/2020	540.30
05	05/2020	0.00
08	05/2020	951.11
09	05/2020	0.00
11	05/2020	0.00
14	05/2020	0.00
16	05/2020	4,359.23
24	05/2020	0.00
26	05/2020	0.00
27	05/2020	5,220.07
28	05/2020	3,946.08
29	05/2020	19,868.98
30	05/2020	13,104.43
31	05/2020	0.00
32	05/2020	4,729.98
33	05/2020	5,555.00
35	05/2020	3,943.81
36	05/2020	0.00
38	05/2020	0.00
41	05/2020	26,305.28
42	05/2020	0.00
44	05/2020	0.00
46	05/2020	31,670.13
48	05/2020	26,370.85
49	05/2020	0.00
		391,687.69



McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2020 Item Number: Consent Agenda C
Department: Dalton Carlton, Public
Prepared By: Works Director Account Code: _____
Date Prepared: May 4, 2020 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, a "Pledge and Guarantee" document which authorizes the annual renewal of the City of McAlester's Participation Agreement with the Association for Landfill Financial Assurance (ALFA).

Recommendation

Staff recommends authorization for the Mayor to sign the "Pledge & Guarantee" approving the renewal of the Participation Agreement.

Discussion

Approved By

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



ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE
100 E Street SW, Ste 200, Ardmore, OK 73401
Phone: (580) 223-6454, Fax: (800) 858-9329

Date: May 4, 2020

To: Dalton Carlton

Re: Participation Agreement Renewal for FY 2020 - 2021

Enclosed are originals of the annual "Pledge and Guarantee" document, which includes language authorizing the subject renewal. Upon execution by the appropriate parties, this document will also become Exhibit "B" in the Participation Agreement.

Please process these documents for approval and execution. Retain one original to add as Exhibit B in your copy of the Participation Agreement. Send the other original back to me for ALFA's records and so I can send a copy to ODEQ along with ALFA's annual financial assurance report.

I would like to have ALFA's original of the executed Pledge and Guarantee returned to me within the next 30 days or sooner if possible.

If I can be of any further help or if you have any questions, please let me know.

Thank you,

Rheba Henderson,
ALFA Secretary

cc: Mr. Steve Schuller
Gable & Gotwals



**Exhibit B****PLEDGE AND GUARANTEE**

WHEREAS, The City of McAlester (hereinafter "City") is the beneficial owner of a Municipal Solid Waste Landfill (hereinafter "MSWLF") owned and operated by the McAlester Public Works Authority (hereinafter "Trust"), and

WHEREAS, The City and the Trust are required to comply with financial assurance requirements for the closure of its MSWLF and for post-closure care for thirty (30) years after closing the MSWLF pursuant to RCRA Subtitle D regulations and Oklahoma Department of Environmental Quality rules and regulations, and

WHEREAS, The City and the Trust are in compliance with the aforementioned rules, regulations and laws by its participation as a member of the Association for Landfill Financial Assurance, an Oklahoma not for profit association (hereinafter "ALFA"), such entity being an approved mechanism under the laws of the state of Oklahoma for compliance with all financial assurance requirements, and

WHEREAS, The City and the Trust are required pursuant to the ALFA Participation Agreement to annually reaffirm its membership and pledge and guarantee to provide funding for the closure and post-closure care costs which are currently unfunded, where current estimated closure and post-closure care costs less the current Escrow Balance equals, and is hereinafter referred to as, "Unfunded Costs."

WHEREFORE, The City and the Trust hereby reaffirm and renew their membership in ALFA, (the City through the fiscal year ending June 30, 2021), pursuant to the terms and covenants as contained in said Participation Agreement dated July 25, 1995, an original copy of which is on file in the offices of the Trust.

WHEREFORE, both the City and Trust hereby pledge to pay any Unfunded Costs for the closure costs and post-closure care in the event its MSWLF should close or cease to operate prior to the time full funding has been accumulated in the ALFA Escrow Account according to the terms of the Participation Agreement.

WHEREFORE, both the City and Trust further assign any proceeds of this pledge and guarantee to the ALFA, or its successors or assigns as security for the financial obligations of the City and Trust for closure and post-closure care of its MSWLF and the related obligations under law to the Oklahoma Department of Environmental Quality and/or the United States Environmental Protection Agency in the event the City or Trust fails to comply with applicable Federal and State laws for the closure and post-closure care of the MSW Facility.

Dated this ____ day of _____, 2020.

MAYOR

Attest:

City Clerk





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 12, 2020</u>	Item Number:	<u>Consent Agenda D</u>
Department:	<u>City Council</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin, Assistant City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 21, 2020</u>	Exhibits:	<u>1 (Contract)</u>

Subject

Consider and act upon, ratifying the attached Contract with AMS Collections to renew for the 2020-2021 fiscal year.

Recommendation

Motion to approve and to ratify a contract with AMS Collections to renew the contract for the 2020-2021 fiscal year.

Discussion

AMS Collections assists the City of McAlester with collecting Court fines, citations, etc. The attached Contract was approved by the City Council on June 25, 2019 and is currently in effect for the 2019-2020 fiscal year.

Approved By

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



American Municipal Services
Corporate Office
3724 Old Denton Road
Carrollton, Texas 75007
Phone: 888-290-5660
Fax: 469.568.1119
Web: www.amsltd.us

COLLECTION AGREEMENT

The City of McAlester, Oklahoma hereinafter collectively referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection activities for the Municipality, and American Municipal Services desires to undertake such collection activities. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS citations, fees, fines and/or warrants for collection. No specific number or dollar amount of citations and/or warrants that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those citations and/or warrants sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and/or court costs due to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 7:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendant's request to contact the defendant during specified hours, or at a specified location. Provided further, any provisions contained herein to the contrary notwithstanding, AMS agrees that in providing the collection services herein, it and any of its agents, shall strictly abide by the provisions and requirements of the Federal Fair Debt Collection Act, and shall indemnify the Municipality from any liability for its actions.

AMS will arrange for all Defendants to send their payments directly to the Municipality. In the event a payment is sent to AMS by a Defendant, AMS will immediately forward that payment to the Municipality. AMS agrees that it will not deposit, endorse or otherwise negotiate any funds belonging to the Municipality.

AMS is authorized to arrange payment schedules with Defendants and to authorize partial payments, provided the entire amount to be paid by the Defendant equals the total of the fine and costs established by the Municipality. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to the Court. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

All expenses in the collection process, including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and as such is not to be in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor their employees to ensure all contacts with defendants are done in a polite, courteous, and helpful approach.

The Municipality agrees to review with AMS on a regular basis the amounts paid on those citations and warrants referred to AMS and to answer questions on specific accounts when a defendant claims they have already paid the fine, has served time for the offense, is the wrong person, or has had the case dismissed. AMS agrees to provide the Municipality with a report on all cases sent to AMS for collection within seven days of receipt by AMS and to monthly report to the Municipality on the cases AMS has for collection.

Pursuant to Oklahoma Statute 11 O.S. 22-138 that allows a Municipality to add up to a thirty-five percent (35%) collection fee to the amount a defendant owes a Municipality to cover the costs of utilizing a collection service such as AMS, Municipality will add Twenty-five Percent (25%) to the amount a defendant owes for each offense as a collection fee. AMS, for its collection services with these accounts, is to be paid the Twenty-five Percent (25%) that is added to each offense. The Municipality agrees to review with AMS on a weekly basis the amounts paid on those accounts referred to AMS. AMS agrees to invoice within 15 days from final Municipality confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days. AMS will not be paid on an account if the case is dismissed by the court. Provided further, any provisions contained herein to the contrary notwithstanding, AMS agrees that it will not be paid more than Twenty-five Percent (25%) of the amount owed by defendant for each offense actually collected by AMS.

Municipality hereby authorizes AMS to submit any and all Municipal Court files that have been or will be placed with AMS for collection to the State of Oklahoma's Warrant Intercept Program. Municipality will report any and all payments received from WIP to AMS. Municipality will retain the three percent collection fee sent to it along with each payment from WIP. AMS will be paid their regular collection fee for each case if payment is made by WIP and will be included in the monthly billing statement from AMS to the Municipality. The parties agree to cooperate and communicate with each other as needed to facilitate the effective operation of the WIP program.

The Municipality may withdraw any citation or warrant at any time from AMS. This contract shall be for the balance of the current fiscal year, following the date of enactment by the Municipality and shall continue for each succeeding fiscal year on the same terms, and such continuation shall be mutually ratified prior to the end of such succeeding fiscal year, unless a party to this agreement shall sooner notify the other, in writing, at their current mailing address, at least sixty (60) days prior to the renewal date, that such agreement shall not be renewed for the succeeding fiscal year.

Municipality: McAlester, OK

Address: _____

Telephone: _____ Fax: _____

Contact person: _____

City of McAlester, Oklahoma

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

American Municipal Services:

By: _____ **Date:** _____

Gregory L. Pitchford, Chief Financial Officer

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all losses, claims, demands, damages, suits or actions resulting from any activity of American Municipal Services, its agents, officers, staff, servants or employees in the handling and/or collecting of the below named Municipality's Warrants, Citations or monies.

Agreed to this the _____ day of _____, 2019.

American Municipal Services:

By: _____

Gregory L. Pitchford, Chief Financial Officer

MUNICIPALITY:

City of McAlester, Oklahoma



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 12, 2020</u>	Item Number:	<u>Consent Agenda E</u>
Department:	<u>City Council</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin, Assistant City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 21, 2020</u>	Exhibits:	<u>1 (Contract)</u>

Subject

Consider and act upon, ratifying the attached Contract with AMS Collections to renew for the 2020-2021 fiscal year.

Recommendation

Motion to approve and to ratify a contract with AMS Collections to renew the contract for the 2020-2021 fiscal year.

Discussion

AMS Collections assists the City of McAlester with collecting delinquent utility bills. The attached Contract was approved by the City Council on June 25, 2019 and is currently in effect for the 2019-2020 fiscal year.

Approved By

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



American Municipal Services
3724 Old Denton Road
Carrollton, Texas 75007
Toll-Free: (888) 290-5660
Fax: (469) 568-1119
www.amstld.us

COLLECTION AGREEMENT **(Collection Services Contract Utilities)**

The City of McAlester, Oklahoma hereinafter collectively referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection services for the Municipality, and American Municipal Services desires to undertake such collection services. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS for collection accounts where a party or entity owes monies to the Municipality for utility services. No specific number or dollar amount of collection accounts that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those collection accounts sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each debtor a minimum of four letters, and to contact each debtor by telephone in an effort to have the debtor pay the amount owed to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 7:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No debtor is to be phoned on Sundays. All contacts between AMS staff and debtors are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a debtor's request to contact the debtor during specified hours, or at a specified location. Provided further, any provisions contained herein to the contrary notwithstanding, AMS agrees that in providing the collection services herein, it and any of its agents, shall strictly abide by the provisions and requirements of the Federal Fair Debt Collection Act, and shall indemnify the Municipality from any liability for its actions.

_____ City Rep Initials

_____ AMS Rep Initials

_____ Date

_____ Date



American Municipal Services
3724 Old Denton Road
Carrollton, Texas 75007
Toll-Free: (888) 290-5660
Fax: (469) 568-1119
www.amstld.us

AMS will arrange for all debtors to send their payments directly to AMS. AMS will process and deposit all payments and will, within 15 days from final Municipality confirmation of payments for the previous month's collections, forward to the Municipality a check in the amount equal to all payments received for the previous month minus the AMS collection fee. AMS may accept payment by credit card and charge the debtor the standard AMS fee for that service.

AMS will provide the Municipality with reports on payments received, as payments are received on a daily basis and provide a monthly payment report showing all payments for the previous month. In the event a debtor makes a payment directly to the city, whether in person or by mail, on a case AMS is in the process of collecting, the Municipality will notify AMS of such payment and the collection fee is due from said payment. Provided further, any provisions contained herein to the contrary notwithstanding, AMS agrees that it will not be paid more than Thirty-Five Percent (35%) of the amount owed by defendant for each offense actually collected by AMS.

AMS is authorized to arrange payment schedules with debtors and to authorize partial payments, provided the entire amount to be paid by the debtor equals the total of the monies owed plus any interest or late charges and costs established by the Municipality. AMS is authorized to report to the various National Credit Bureaus, at AMS's expense, the unpaid amount owed as a debt due the Municipality. When a payment plan is established, AMS agrees to provide each debtor with a schedule of their payments, payment coupons and envelopes addressed to AMS. AMS agrees to monitor each payment plan, and to telephone and write each debtor who fails to comply with the plan. AMS is authorized to discontinue collection efforts on accounts as they reach the Statute of Limitations established by State Statute.

All expenses in the collection process including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and as such is not in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor its employees to insure all contacts with debtors are done in a polite, courteous, and helpful manner.

_____ City Rep Initials

_____ Date

_____ AMS Rep Initials

_____ Date



American Municipal Services
3724 Old Denton Road
Carrollton, Texas 75007
Toll-Free: (888) 290-5660
Fax: (469) 568-1119
www.amstld.us

Pursuant to Oklahoma Statute 11 O.S. 22-138 that allows a Municipality to authorize the addition of a collection fee up to thirty-five percent (35%) to the amount a debtor owes a Municipality to cover the costs of utilizing a collection service such as AMS, Municipality will authorize the addition of a collection fee of thirty-five percent (35%) to the amount a debtor owes for each debt as a collection fee. AMS, for its collection services with these accounts, is to be paid the thirty-five percent (35%) that is added to each debt. Provided further, any provisions contained herein to the contrary notwithstanding, AMS agrees that it will not be paid more than Thirty-Five Percent (35%) of the amount owed by defendant for each offense actually collected by AMS.

The Municipality agrees to review with AMS on a weekly basis the amounts paid on those accounts referred to AMS. AMS agrees to invoice within 15 days from final Municipality confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days.

This contract shall be for the balance of the current fiscal year, following the date of enactment by the Municipality and shall continue for each succeeding fiscal year on the same terms, and such continuation shall be mutually ratified prior to the end of such succeeding fiscal year, unless a party to this agreement shall sooner notify the other, in writing, at their current mailing address, at least sixty (60) days prior to the renewal date, that such agreement shall not be renewed for the succeeding fiscal year.

_____ City Rep Initials

_____ Date

_____ AMS Rep Initials

_____ Date



American Municipal Services
3724 Old Denton Road
Carrollton, Texas 75007
Toll-Free: (888) 290-5660
Fax: (469) 568-1119
www.amstld.us

SIGNATURE PAGE

Municipality: McAlester, OK

Address: _____

Contact person: _____

Phone: _____ Fax: _____

City of McAlester, OK

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

American Municipal Services:

By: _____ **Date:** _____

Gregory L. Pitchford, Chief Financial Officer

_____ City Rep Initials

_____ Date

_____ AMS Rep Initials

_____ Date

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect monies owed for Utilities services for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the monies owed to the Municipality for Utilities services; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting monies owed for Utilities services of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all losses, claims, demands, damages, suits or actions resulting from any activity of American Municipal Services, its agents, officers, staff, servants or employees in the handling and/or collecting of the monies owed for Utilities services to the below named Municipality.

Agreed to this the _____ day of _____, 2019.

American Municipal Services:

By: _____

Gregory L. Pitchford, Chief Financial Officer

MUNICIPALITY:

City of McAlester, Oklahoma



McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2020
Department: City Council
Prepared By: Toni Ervin, Assistant City Manager
Date Prepared: April 22, 2020

Item Number: Consent Agenda F
Account Code: _____
Budgeted Amount: _____
Exhibits: 1 (Contract)

Subject

Consider and act upon, approval to ratify a Contract, for the 2020-2021 fiscal year, with Miller Office Equipment for the rental of 3 copiers.

Recommendation

Motion to approve to ratify a contract with Miller Office Equipment.

Discussion

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

Equipment Rental Agreement

City of McAlester

Rentor:

Mustang Equipment Leasing, Inc.
900 E. Wyandotte Ave
McAlester, OK 74501

Rentee:**Billing:**

City of McAlester

Shipping:

City of McAlester

Address:**City:**

State: Oklahoma

Zip:

Oklahoma

Description of Equipment:

<u>Qty</u>	<u>Make</u>	<u>Type</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>
1	Canon	Copier	IMR-C7565i III		
1	Canon	Copier	IMR-C7565i III		
1	Canon	Copier	IMR-C3525i III		

****This contract has been reviewed by the City Attorney on _____ and was accepted. This copy should be kept as a file copy for future reference. ** By: _____**

Terms and Conditions

Rentee agrees to pay Rentor for use of the above Equipment, the sum of \$ 576.00 per month for a period of 1 year, if funds are available, renewable every fiscal year, with mutual renewal for the succeeding fiscal year. The end of the lease term for this lease is Dollar Out.

- 1. Equipment Rental Agreement ("Agreement").** For and in consideration of the monthly rental payments shown above, Mustang Equipment Leasing, Inc. agrees to rent to the City of McAlester ("CITY OF MCALESTER") the equipment described above ("Equipment").
- 2. Delivery and Acceptance of Equipment.** Upon delivery of the Equipment to the location identified above, CITY OF MCALESTER will inspect the Equipment. CITY OF MCALESTER authorizes Mustang Equipment Leasing, Inc. to verify the serial number for the Equipment, that all necessary installation has been completed, that the Equipment has been examined by CITY OF MCALESTER and is in good operating order and condition and is in all respects satisfactory to CITY OF MCALESTER and that the Equipment is accepted by CITY OF MCALESTER; for all purposes under this Agreement. CITY OF MCALESTER hereby authorizes Mustang Equipment Leasing, Inc. to either insert or correct the Agreement number, serial number, model numbers, beginning date, and department name. This Agreement will be noncancelable, absent breach by either party, for the full agreement term of one year.

Equipment Rental Agreement

City of McAlester

3. **Title.** Mustang Equipment Leasing, Inc. is the owner of and has title to the Equipment.
4. **Net Agreement.** CITY OF MCALESTER agrees to pay all rent and other amounts due for the entire agreement term. This Agreement is a "Finance Lease" as defined in Article 2A of the City of McAlester Uniform Commercial Code.
5. **Disclaimer of Warranties.** The Equipment is being rented to you in "as-is condition." No salesman or agent of vendor is authorized to change any term of this agreement or to make any warranties or representation, oral or otherwise. CITY OF MCALESTER agrees that Mustang Equipment Leasing, Inc. does not represent the manufacturer or vendor, and that CITY OF MCALESTER has selected the Equipment based upon its own judgment. CITY OF MCALESTER has not relied on any statements Mustang Equipment Leasing, Inc. or its employees have made. Mustang Equipment Leasing, Inc. has not made and does not make any representation or warranty of any kind, direct or indirect, express or implied, as to the suitability, durability, design, operation or condition of the Equipment, its merchantability, fitness for use for particular purposes or otherwise.
6. **Term, Rent, and Security Deposit.** Rentee agrees to pay Rentor for use of the above Equipment the sum of \$576.00 per month for a period of 12 months, if funds are available, commencing on July 1, 2019, and ending on June 30, 2020. The Agreement shall be eligible for a term of extension for the succeeding fiscal year, if such extension is mutually approved by both parties, unless Agreement is sooner terminated as herein provided. The end of the lease term for this lease is Dollar Out.
7. **Use.** CITY OF MCALESTER agrees that Equipment will be used for business purpose only. CITY OF MCALESTER will keep the Equipment in good repair, Condition and working order, ordinary wear and tear excepted. CITY OF MCALESTER may modify the Equipment only with the prior written consent of Mustang Equipment Leasing, Inc.
8. **Location, Inspection, and Return of Equipment.** CITY OF MCALESTER will not move the Equipment from its location noted in this Agreement without the prior written consent of Mustang Equipment Leasing, Inc. Upon prior, adequate notice to the CITY OF MCALESTER, Mustang Equipment Leasing, Inc. will have the right to enter onto the premises where the Equipment is located, in order to confirm the existence, condition and proper maintenance of the Equipment. At the expiration of the Agreement term or other termination, CITY OF MCALESTER will allow Mustang Equipment Leasing, Inc. entry to retrieve the Equipment in as good condition as the Equipment was delivered in, except for ordinary wear and tear.
9. **Insurance.** CITY OF MCALESTER will keep the Equipment fully insured against loss, for not less than the replacement cost of the Equipment, and will obtain a general public liability insurance policy covering the Equipment and its use.
10. **Default and Remedies.** CITY OF MCALESTER will be in default of this agreement if it fails to pay any sum due Mustang Equipment Leasing, Inc. within 30 days after the due date thereof. Upon the occurrence of an event of default Mustang Equipment Leasing, Inc. may, at its option, require CITY OF MCALESTER to pay the present value, discounted at a rate of 6% per annum, of the remaining balance of the agreement, plus Mustang Equipment Leasing, Inc.'s estimated residual value of the Equipment.
11. **Governing Law Provision.** This Agreement shall be governed and constructed under the laws of the City of McAlester.

Equipment Rental Agreement

City of McAlester

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH RENTEE ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL SIGNED BY BOTH PARTIES.

Mustang Equipment Leasing, Inc.

City of McAlester

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____

Date Accepted: _____

Date Accepted: _____

Permission to Enter to Repossess

City of McAlester, under its authority to enter into contract purchases, in this case the rental of the following described equipment, from Mustang Equipment Leasing, Inc.:

Description of Equipment:

<u>Qty</u>	<u>Make</u>	<u>Type</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>
	Canon	Copier	IMR-C7565i III		
	Canon	Copier	IMR-C7565i III		
	Canon	Copier	IMR-C3525i III		

Hereby grants the (Lessor) and its successors and assigns permission to enter tribal land, upon prior, adequate notice, for the purpose of enforcing any valid rights under the purchase contract (lease or rental) and pursuant to the law of the City of McAlester.

City of McAlester

By: _____
(Signature)

By: _____
(Printed Name)

Title: _____

Date Accepted: _____



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 12, 2020</u>	Item Number:	<u>Consent Agenda G</u>
Department:	<u>City Council</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin, Assistant City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 22, 2020</u>	Exhibits:	<u>1 (Contract)</u>

Subject

Consider and act upon, approval to ratify a Contract, for the 2020-2021 fiscal year, with Miller Office Equipment for maintenance of City copiers.

Recommendation

Motion to approve to ratify a contract with Miller Office Equipment.

Discussion

Approved By

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



McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2020

Department: City Council

Prepared By: Toni Ervin, Assistant City
Manager

Date Prepared: April 22, 2020

Item Number: _____

Account Code: _____

Budgeted Amount: _____

Exhibits: 1 (Contract)

Subject

Consider and act upon, approval to ratify a Contract, for the 2020-2021 fiscal year, with Miller Office Equipment for maintenance of City copiers

Recommendation

Motion to approve to ratify a contract with Miller Office Equipment.

Discussion

Approved By

Department Head

City Manager

Initial

Date

407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
Ada, OK 74820
(580) 332-6300 Phone
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave
McAlester, OK 74501
(888) 332-3431 Phone
(918) 426-3626 Fax

City Of McAlester
PO Box 578
McAlester, OK 74501

City Of McAlester
28 E Washington Ave
McAlester, OK 74501

Renewal Maintenance Contract Proposal Contract # MCAC31452-06

Renewal Date Range 7/1/2019-6/30/2020

This will be the New Rates of leasing 3 New Copiers

6/11/2019

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

**Your Contract Renewal Rate will be PER COPY Billing Monthly
Maint-Supply Incl Excl Paper/Networking**

Equipment covered under this contract agreement include:

C7080	IMR-C2225	LYD11054		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
B/W	B/W		0.0065	Monthly
Color	MCAC31452-05-7312-Color		0.05	Monthly
Total Count				Monthly
C7081	IMR-C7260	LWA03102	2ND FLOOR	
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
B/W	B/W		0.0065	Monthly
Color	MCAC31452-05-7312-Color		0.05	Monthly
Total Count				Monthly
C7092	IMR-C7260	LWA03144	1ST FLOOR	
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
B/W	B/W		0.0065	Monthly
Color	MCAC31452-05-7312-Color		0.05	Monthly
Total Count				Monthly
C7299	IMR-C2501F	QNR04839	CORNER OF CHOCTAW AND 2ND WHERE THE PATIO IS...	
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
B/W	B/W		0.0065	Monthly
Color	MCAC31452-05-7312-Color		0.05	Monthly

Total Count			Monthly
C7477	IMR-1435IF	RZJ14003	CODE DEPT 2ND FLOOR
Meter	Meter Group	Meter Group Covered Copies	Overage Rate Overage Cycle
B/W	B/W		0.0065 Monthly
C7709	IMR-C255IF	WKN02132	
Meter	Meter Group	Meter Group Covered Copies	Overage Rate Overage Cycle
B/W-109	B/W		0.0065 Monthly
Color	MCAC31452-05-7312-Color		0.05 Monthly
Total Count-102			Monthly
C7783	IMR-1435IF	RZJ34709	ROOM 126
Meter	Meter Group	Meter Group Covered Copies	Overage Rate Overage Cycle
B/W	B/W		0.0065 Monthly
C7843	IMR-1435IF	RZJ36106	MCA WATER DEPT
Meter	Meter Group	Meter Group Covered Copies	Overage Rate Overage Cycle
B/W	B/W		0.0065 Monthly
C7846	IMR-C3530I	WSB04308	ROOM 311
Meter	Meter Group	Meter Group Covered Copies	Overage Rate Overage Cycle
B/W-109	B/W		0.0065 Monthly
Color	MCAC31452-05-7312-Color		0.05 Monthly
Total Count-102			Monthly
C7847	IMR-C3530I	WSB04309	ROOM 202
Meter	Meter Group	Meter Group Covered Copies	Overage Rate Overage Cycle
B/W-109	B/W		0.0065 Monthly
Color	MCAC31452-05-7312-Color		0.05 Monthly
Total Count-102			Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

Sincerely,

Shana Arnold
Contract Administrator
sarnold@millerooffice.com
918-426-3600 Phone

**This is not a bill
Please Sign and Return.
Invoice to follow.**

Contract# MCAC31452-06

Printed Name: _____

Signature: _____

Title: _____

Date: _____

New Purchase Order#

* This agreement includes and is subject to the terms and conditions on the reverse side of this document



Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems Antlers, LLC, MOE Systems Mcalester, LLC, Moe Systems Ada, LLC, (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate, if applicable, charges are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, without charge, parts which have been broken or worn through normal use and labor which is necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be located at or moved to a location in Zones II through IV, there will be an adjustment in the normal base annual maintenance rate as set forth in the table below:

<u>Zone</u>	<u>Distance to Miller's Office</u>	<u>Percentage of Normal Base Annual Maintenance Rate</u>
I	Not more than 30 miles	100%
II	30 – 45 miles	125%
III	46 – 60 miles	150%
IV	61 – 100 miles	200%

Maintenance rates for equipment located at or moved to a location beyond the table will be subject to negotiation between Miller and the customer. Distance will be computed from the most convenient route determined by Miller from Miller's service office to customer.

If service at time other than during Miller's normal business hours is furnished upon customer's request, customer will be charged at Miller's established rates for labor and travel then in effect.

5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as a separate chargeable service provide at Miller's established rates.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes and/or freight charges. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. "Contract Freight" will be added to each invoice submitted under this contract. Contract freight charges are for the freight and delivery of items covered under this contract (i.e.; drums, parts, and supplies), and for fuel used in travel for service work performed. Invoices for per copy Contracts and copy overages will have contract freight charges added.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. "The Agreement shall be eligible for a term of extension for the succeeding fiscal year, if such extension is mutually approved by both parties, unless Agreement is sooner terminated should either party give thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term."



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 12, 2020</u>	Item Number:	<u>Consent Agenda H</u>
Department:	<u>City Council</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin, Assistant City Manager</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 21, 2020</u>	Exhibits:	<u>3 (Contract and 2 Attachments)</u>

Subject

Consider and act upon, approval to continue a Contract with U.S. Payments, LLC for installed kiosks in operation and accepting payments for court and utilities payments.

Recommendation

Motion to approve to continue a Contract with U.S. Payments, LLC.

Discussion

U.S. Payments, LLC, has requested the City of McAlester approve to continue their Contract for kiosks that accept utility and court fine payments.

Approved By

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

BILL PAYMENT SERVICES CONTRACT

This *Bill Payment Services Contract* (the "Agreement") is made, executed, delivered and to be effective this 1st day of July, 2019 (the "Effective Date") by and between **U.S. Payments, LLC**, an Oklahoma limited liability company ("USP") and **City of McAlester**, an Oklahoma Municipality ("Client").

RECITALS

- A. USP owns a proprietary electronic bill presentment and payment service system whereby customers of companies such as Client may pay their monthly bills electronically (hereafter sometimes the "PaySite System");
- B. Client desires to utilize for its benefit and for the benefit of Client's customers (hereafter sometimes the "Customers") those portions of the PaySite System as hereafter described with particularity; and
- C. USP is willing to allow Client and Customers to utilize those portions of the PaySite System hereafter described with particularity, but only upon all of the terms and conditions herein contained.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which includes, but is not limited to the mutual covenants, rights and obligations herein contained, the parties do hereby agree as follows:

1. *The Services*—Subject to the terms and conditions of this Agreement, USP shall make available to Client those features of the PaySite System more particularly described in the *Scope of Services*, attached hereto as "Attachment A" and made a part hereof by this reference. The portions of the PaySite System made available to Client pursuant to this Agreement are sometimes herein collectively referred to as the "Services." USP is responsible for providing and maintaining sufficient infrastructure and staffing to enable it to provide the Services.
2. *Term*—The initial term of this Agreement shall be one (1) year, commencing on July 1, 2019, and will be in force and effect for the remainder of the fiscal year, ending June 30, 2020. The Agreement shall be eligible for a term of extension for the succeeding fiscal year, if such extension is mutually approved by both parties, unless the Agreement is sooner terminated as herein provided. Either USP or Client may give written notice to the other at least ninety (90) days prior to the expiration date of the then current term that it will not extend this Agreement beyond the then applicable termination date.

3. *Service Name and Ownership*—Subject to the terms of this Agreement:

- A. Client may market the Services by reference to the name PaySite;
- B. Client acknowledges and agrees the PaySite System and the Services constitute valuable and proprietary intellectual property of USP and that nothing in this Agreement is intended to affect nor shall ever be construed as affecting USP's ownership of or proprietary rights in and to any and all of USP's intellectual property, rights and licenses constituting the PaySite System or any component thereof including any copyrights, trade secrets, patents and other intellectual and proprietary rights therein. All proprietary rights of USP, including without limitation, all intellectual property, and all rights and licenses in the PaySite System and Services, and the programs, methods of processing, specific design and structure of individual programs and their interaction and the programming techniques employed therein, shall all remain the property of USP. It is expressly understood and agreed that no title to or ownership of the PaySite System or any part thereof are transferred to Client or its Customers; and
- C. USP warrants that it owns rights and licenses in the operating systems sufficient to perform and support the Services. USP further warrants that said rights and licenses do not infringe on any known copyright, patent, trade secret, trademark or proprietary right. USP agrees to defend and hold harmless Client from any suit brought against Client for any alleged infringement based upon Client's use of the Services or PaySite System *provided* that Client fully cooperates with USP, which cooperation shall include, but not be limited to: (i) notifying USP as soon as possible of any suit or threat of suit or similar claim; and (ii) granting USP complete control of the defense of all such claims including the right to settle all claims.

4. *Marketing*—USP shall make available to Client sufficient product descriptions and other materials that allow Client to adequately inform Client's Customers of the availability of the Services. Client, during the term hereof, shall market the Services. Such marketing obligations shall include not less than the following:

- A. Client shall describe the Services on Client's web page and shall provide a link to USP's website; and
- B. When appropriate, Client's customer service representatives shall direct Customers to the location of the PaySite terminals.

All costs attributable to Client's marketing obligations shall be the sole and exclusive expense of Client. Proposed marketing materials produced by either party shall be provided to the other party for approval before use.

5. *Pricing*—Client shall pay USP Fees as set forth in "Attachment B—Pricing" which is incorporated herein by this reference, and any expenses incurred by USP as a result of enhancements or customization as Client may request in writing, and which USP in its sole discretion chooses to implement.

Pricing shall be subject to change, increase, decrease, addition and deletion by USP. Notice of each such change will be given to Client sixty (60) days prior to implementation thereof. If Client does not agree to a price increase, Client may terminate the Agreement for cause, as provided in Section 7.

6. *Payment of Charges* —USP will invoice Client monthly, via email, at kara.coy@cityofmcalester.com and norma.dellinger@cityofmcalester.com for all sums which may become due USP from Client by virtue of this Agreement (except for Implementation Charges and costs set forth within *Attachment B—Pricing* which are payable upon the execution hereof).

Reimbursement of merchant fees, if applicable, shall be due within five (5) days of the date of each monthly invoice. All other monthly invoiced charges shall be due not later than thirty (30) days from the date of each monthly invoice. All invoices not paid when due shall accrue service charges at the rate of one and one half per cent (1.5%) per month from and after the due date thereof.

Payment of ongoing monthly invoiced charges is settled via ACH transfer from Client's Bank Account (and may be initiated by either Client or USP).

USP will settle and collect directly from Customers at the time of the transactions any convenience fees due from Customers (as set forth in *Attachment B—Pricing*).

7. *Termination of Services—*

- A. Client may terminate this Agreement at any time upon written notice to USP at least ninety (90) days prior to the desired termination date. If such termination is for cause (as hereafter defined), there shall be no early termination fee. If such termination is during the initial one (1) year term hereof and without cause, the applicable early termination fee described hereafter shall apply and the notice of termination shall be accompanied by payment of an Early Termination Fee. Termination shall be deemed "*for cause*" only if such termination is due to: an increase in price as provided in Section 5; or a material default by USP of its obligations as set forth herein which USP fails to cure within thirty (30) days after notice thereof by Client to USP, or, if such default cannot reasonably be cured within said thirty (30) day period, if USP has failed to implement commercially reasonable measures to remedy the default within the thirty (30) day period and has further failed to continuously prosecute such remedy with due diligence; or a reason provided elsewhere in this Agreement. Termination hereof by Client for any other reason shall conclusively be deemed to be "*without cause*." The notice of termination from Client to USP shall detail the reason or reasons for such termination.
- B. Upon termination of this Agreement by Client without cause during the initial one (1) year term hereof pursuant to subpart A above, Client shall pay USP a Termination Fee for the affected Service, as liquidated damages and not as a penalty, as determined by multiplying the average of the previous three months compensation amounts for new installed kiosks prior to such termination; by the number of months that remain in the Initial Term or in the then-current Renewal Term.
- C. USP may terminate this Agreement upon notice to Client in the event of any one or more of the following occurrences:
 - i. Client's failure to timely remit any payment then due USP pursuant to any term or provision of this Agreement, in which case the Agreement may be terminated by USP immediately; or
 - ii. Client's breach of any other Client obligation arising under this Agreement unless Client cures such breach within 30 days of USP's notice of its intent to terminate this Agreement; or
 - iii. USP or USP's financial institution determines operating the Service for Client becomes high-risk relative to compliance with state or federal law.
- D. Either party may terminate for cause should an authority having jurisdiction to make such determinations determines that any Service being provided hereunder or any fee being charged by virtue hereof is in violation of any federal or local law, statute, rule or regulation in which

case this Agreement may be terminated immediately.

- E. Any termination of this Agreement by USP shall be without prejudice to any action by USP to recover delinquent or unpaid charges or for any other damages to which it may prove itself entitled.
 - F. Any termination of this Agreement shall be subject to the parties' completion and performance of obligations incurred by virtue of any transactions through the time of any such termination.
8. *Confidential Information*—All obligations imposed by this Agreement regarding confidentiality shall survive any termination of this Agreement for any reason whatsoever, and:
- A. Except for information in the public domain, or obtained through other sources without a violation of this Agreement, Confidential Information shall include, but not be limited to, information regarding each respective party's business, business plans, pricing, operations, data, (including Customer data), intellectual property, software, and ancillary information related to each party's business. The terms of this Agreement are considered confidential and it is the express intent of the parties that Confidential Information, as used herein, be defined, interpreted and construed as broadly and liberally as legally possible to include any and all information, facts or knowledge provided to or observed or derived by a party regarding, in any manner the other party's Confidential Information or any information ancillary or pertinent thereto.
 - B. Except as expressly authorized by prior written consent of the disclosing party, the receiving party shall limit access to Confidential Information to its employees who have a need-to-know, and advise those employees of the obligations set forth in this Agreement and use all Confidential Information of the disclosing party solely for purposes of carrying out the business transactions between the parties contemplated by this Agreement and for no other purpose whatsoever.
 - C. Following the termination of this Agreement for any reason and upon the request of the disclosing party, the receiving party shall, within twenty (20) days thereafter, surrender to the disclosing party all Confidential Information of the disclosing party and certify that no copies have been made or retained.
 - D. The parties acknowledge that the disclosing party may be irreparably harmed if the receiving party's obligations under this Section are not specifically enforced and that the disclosing party would not have an adequate remedy at law in the event of an actual or threatened violation by the receiving party of its obligations. Therefore, the receiving party agrees: (i) that the disclosing party is entitled to advance notice—commercially reasonable under the circumstances—of any request for Confidential Information so the party providing the Confidential Information may seek injunctive relief, if appropriate; and (ii) that the disclosing party may be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by the receiving party, its employees or agents, without the necessity of the disclosing party showing actual damages or that monetary damages does not afford an adequate remedy. Such injunctive relief shall not preclude recovery for monetary damages sustained or for cost of the action including reasonable attorney fees.
 - E. Both parties acknowledge that the City of McAlester is an Oklahoma public entity which is subject to compliance with the Oklahoma Open Records Act. Applicable information, including certain Confidential Information, is subject to the Oklahoma Open Records Act, Okla. Stat. 51 § 24A.1 *et seq.* Neither party shall be liable to the other for acts taken in compliance with the Oklahoma Open Records Act.

9. *Anti-Money Laundering (AML) and Compliance*—both parties agree to cooperate with the other in a commercially reasonable manner to help prevent money laundering. Client acknowledges USP has a Bank Secrecy Act (BSA) Policy and is required to report to its financial institution, FinCEN, and various state banking authorities regarding activity related to payment processing. USP, in its sole discretion, may choose to restrict any Customer of Client from using the PaySite service if USP determines that Customer engages in suspicious or fraudulent activity.

Client will not knowingly do business with, or create an account for, anyone on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) and Blocked Persons list. Client is responsible for evaluating payments from Customers to identify money laundering activity through the various channels offered by Client.

10. *Force Majeure*—

A. *Liability and Definition.* Except as otherwise provided herein, neither party shall be liable for any delay or performance of, or the inability to perform, any obligation required by this Agreement when such delay or inability is caused by a *force majeure* occurrence. *Force majeure*, as used herein shall mean the following: acts of God, wars, governmental or court orders, regulatory or legislative changes by any local, state or federal governmental agency, strikes, work stoppages, or other occurrences not within the control of the party affected thereby.

B. *Action on Occurrence of Claimed Force Majeure.* Upon the occurrence of a claimed event of *force majeure*, the affected party claiming same shall: (i) promptly notify the other party in writing thereof, furnishing a full description of the pertinent circumstances and the basis and rationale of the claimed event of *force majeure*; and (ii) remedy to the extent practicable with all reasonable dispatch the cause or causes claimed as preventing it from carrying out this Agreement.

C. *Termination of Agreement.* In the event that either party's performance under this Agreement is suspended or rendered impracticable by reason of a *force majeure* event for a period in excess of ninety (90) days, either party shall have the right to terminate this Agreement, upon ten (10) days written notice, without further obligation.

11. *Data Security*—USP is responsible for the security of cardholder data in USP's possession or otherwise stored, processed, or transmitted on behalf of the Client, or to the extent USP could impact the security of the client's cardholder data environment.

12. *NACHA Compliance*—Pursuant to NACHA Operating Rules, subsection 2.2.2, Client agrees to the following:

A. Authorization of the financial institution designated by USP to originate Automated Clearing House ("ACH") entries on behalf of the Client to the Client's Customers' accounts.

B. To be bound by all NACHA Rules as may be applicable to the Agreement.

C. Not to originate entries violating laws of the United States.

D. To any restrictions on entry types that may be originated.

E. That the financial institution designated by USP for purposes of this Agreement may terminate or suspend origination for breach of NACHA rules in a manner that allows the financial institution to comply with the NACHA rules.

F. That the financial institution designated by USP has the right to audit compliance with the Agreement and applicable NACHA rules.

13. *Relationship of the Parties*—This Agreement is entered into by the parties for the sole and express purpose of governing the relationship between them. USP is a limited agent of Client for the sole and limited purpose of accepting and delivering money or other monetary value from Customers of the Client for the purpose of paying the obligation owed by the Customer to Client. The payment of money or other monetary value to USP by the Customer of Client shall satisfy that portion of the customer's obligation to Client as provided by and otherwise in accordance with the terms of this Agreement. In performing the Services to be provided hereunder, USP is an independent contractor. Nothing in this Agreement shall be deemed or considered a joint venture, partnership, or franchise. Except as expressly provided herein, no party shall have the authority to legally bind the other party to any liability, contract, or expense.
14. *Notices*— All notices or other communications which may be given or which are required to be given by either party to the other and any exercise of a right provided by this Agreement shall be effective only in in a dated writing that is either: (i) personally delivered to the officer of the intended recipient at the office address specified below; (ii) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the office address specified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, addressed to the intended recipient at the office address specified below. Notices shall be effective on the earlier of the date of: (a) delivery or receipt, or, (b) if notice is by certified or registered mail or overnight delivery service as provided above, on the third day after the date the notice or other communication is mailed or delivered to the custody of a nationally recognized overnight delivery service for delivery. For purposes of this Notice Section, the addresses of the parties for all notices shall be as follows (unless changed by the party whose address is to be changed in accordance with the provisions of this Notices Section):

If to Client:

City of McAlester
Attention: Kara Coy, Chief Accountant
28 E Washington Ave.
McAlester, OK 74501

If to USP:

U.S. PAYMENTS, LLC
Attention: its President
7130 South Lewis Ave. Suite 1000
Tulsa, OK 74136

15. *Assignment*—This Agreement and any of the rights or obligations under it may be assigned, delegated, sub-licensed or transferred (by operation of law or otherwise) by either party without the prior written consent of the other party. USP may, at its sole discretion, assign its rights or delegate or subcontract performance of its obligations under this Agreement to (i) any subsidiary, affiliate or parent entity of USP and (ii) any purchaser or transferee of substantially all the stock or assets and liabilities of USP. Each party shall provide the other 60-day notice of any sale or transfer.
16. *Third Party Beneficiaries*— This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective successors and any permitted assigns. No other person, firm or entity whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

17. *Insurance*— USP shall, at its expense, during the term of this Agreement, keep in full force and effect General Comprehensive Liability Insurance.
18. *Exclusion of Certain Damages*— USP specifically **DISCLAIMS** and the parties specifically and explicitly agree that *under no circumstances whatsoever* shall USP ever be liable for any **SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF USP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES** arising in connection with this Agreement or the alleged breach or violation hereof, and that any damages recoverable by Client as the result of any alleged breach of any provision hereof shall never exceed the total fees actually paid to USP during the term hereof pursuant to this Agreement. The pricing for the Services stated in this Agreement is a material consideration in limiting USP's liability and Client's remedies.
19. *Disclaimer of Warranties*— **EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN, USP SPECIFICALLY DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED AND THE SAME ARE HEREBY EXCLUDED FROM THE TERMS OF THIS AGREEMENT.**
20. *Compulsory Mediation*— If any dispute arises out of or relates to this Agreement, or any alleged breach hereof, and if the dispute is not promptly settled or resolved by agreement of the parties, it shall be a mandatory condition that the aggrieved party shall first by notice to the other party initiate a mediation. The parties hereto agree in such event to endeavor in good faith to settle any such dispute by a mediation to be administered by the American Arbitration Association under its Commercial Mediation Rules (or by such other mediation service and rules as to which the parties may then mutually agree).
21. *Entirety of Agreement*— This Agreement, together with all Attachments, constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to such subject matter.
22. *Choice of Law*— This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue shall be in Pittsburg County, Oklahoma.
23. *Modification, Amendment, Supplement or Waiver*— No modification, amendment or supplement to this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by an authorized representative of each party hereto. No waiver of any of the provisions of this Agreement shall be binding unless reduced to writing, dated and executed by the party sought to be charged therewith. A failure or delay of either party to this Agreement to enforce any provision hereof, to exercise any option which is herein provided or to require performance of any provision hereof shall in no way be construed to be a waiver of such provision. Preprinted terms and conditions in order and acknowledgment documents issued pursuant to this Agreement by one party to the other are not binding.
24. *Severability*— In the event a court of competent jurisdiction shall determine that any of the provisions of this Agreement are invalid, illegal or unenforceable, the parties shall negotiate in good faith in an attempt to agree on a mutually acceptable valid, legal and enforceable substitute provision consistent with the original intention of the parties hereto. If the parties are unable to agree upon a substitute provision, then either party may terminate this Agreement upon ninety (90) days' notice to the other party.
25. *Attorneys' Fees*— In any Arbitration or subsequent litigation as may be required to enforce the

terms of this Agreement or an Arbitration Award, the prevailing party shall be entitled to its reasonable attorneys' fees and all costs of such litigation through all arbitration, trial and appellate levels and post-judgment proceedings.

26. *Attachments*— The terms and conditions of any and all attachments and exhibits hereto as amended from time-to-time by mutual agreement of the parties or in accordance with the terms of this Agreement, are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein. This Agreement shall be construed and interpreted wherever possible to avoid conflict between the provisions hereof and any attachments hereto. Provided that, if any conflict shall arise, the specific provisions of this Agreement shall control.
27. *Headings*— The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.
28. *Counterparts*— This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures submitted electronically shall be deemed to have the same force and effect as original signatures.
29. *Survival*— The following provisions of this Agreement shall survive the expiration or termination of this Agreement: (i) provisions relating to protection of Confidential Information; (ii) all obligations and liabilities incurred prior to the expiration or termination; (iii) provisions requiring and relating to mediation and arbitration; and (iv) provisions which by their express terms shall survive the expiration or termination.
30. *Binding Effect*— This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and any permitted assigns.
31. *Compliance with Laws*—Each party will perform its obligations under this Agreement in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.
32. *Execution Authority*—Every individual affixing his or her name hereto on behalf of a party warrants and represents they have all necessary and legal authority to bind their company to the obligations within this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the Effective Date.

City of McAlester (Client)

By: _____

(print full name of authorized signer)

Its _____ and duly authorized agent.

(print capacity in which signed)

U.S. Payments, LLC (USP)

By: _____

Tim Neece _____

Its President and duly authorized agent "USP."

Attachment A—Scope of Services

Summary of Services: USP will provide to Customers of Client the ability to pay their bill at the PaySite kiosk payment terminal. Customers will be given the option to pay their Client bill with a personal check (converted to ACH), cash, credit card and pinless debit card.

At the end of each processing day, a payment file will be forwarded to Client for processing. Support will be provided to Client and its Customers by USP.

PaySite Configuration:

- Touch Screen
- Audio: English and Spanish
- Kiosks are multi-biller
- Payment methods available: cash, check, credit/debit
- Kiosk does not provide change; overpayments are forwarded to Client
- Check payments are converted to an electronic transaction (ACH/POP)
- Each kiosk updates the USP database real-time
- Receipts are provided for each transaction in English or Spanish

PaySite Bill Payment Experience:

- Touch screen to exit attract loop
- User disclosure (Accept/Decline)
- Choose English or Spanish (choice provided on most screens throughout the process)
- Select a category
- Select a biller
- Customer enters account number (barcode or OCR; and manual input)
- Client provides an account number algorithm to validate numbers provided by Customers
- Enter last name
- Enter phone number and PIN (i.e., last 4 digits of SSN or Birth date)
- Select a payment method
- Fee disclosure (if applicable)
- Customer enters amount they wish to pay (check and credit/debit transaction only)
- Payment inserted (cash, check or card)
- Checks are marked "Electronically Presented" then returned to Customer (if applicable)
- Payment amount and fee are displayed
- Transaction is complete
- Receipt is printed

PaySite Receipt Information:

Date and time of transaction
PaySite terminal number
PaySite location
Payment method
Client name
Customer account number
Check (if applicable)

- Serial number
- Last 4 digits of account number

Card (if applicable)

- Last 4 digits of card number
- Authorization number

Bill payment amount
PaySite processing fee
Transaction total
Receipt reference number
Transaction ID#
USP toll free number for questions

If paying by check, the receipt will restate the Customer's authorization to convert their check to an electronic transaction.

Daily Processing:

USP will compile the Client transactions for the processing day
USP will provide Client a remittance file formatted as instructed by Client
USP will provide access to the daily remittance and reports files
Memo posts of transactions (if applicable) are sent 24x7x365
Real time posts of transactions (if applicable) are sent 24x7x365
USP will complete daily remittance, reports and deposits on all open business days (business days are defined as Monday through Friday)
Holiday processing and reports are provided on the next business after holidays.
Holiday schedule:

- 1. New Year's Day
- 2. Martin Luther King Jr. Day
- 3. President's Day
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Columbus Day
- 8. Veterans Day
- 9. Thanksgiving Day
- 10. Friday after Thanksgiving
- 11. Christmas Eve
- 12. Christmas Day

Daily Reports:

Daily Payment
Kiosk Payment Report
Chargeback Report
New Accounts

The Administrative Console provides additional access to reports.

Funds Settlement:

Client provides to USP bank account and routing number for settlement of payments
USP initiates credit to Client through the Federal Reserve the next business day after
Customer(s) initiated payment(s); normally applied to Client account on day two
Client's account is charged (or netted) for charge backs and/or returns for ACH payments

Customer Care:

USP Customer Care is available Monday through Friday 7:00 a.m. to 6:00 p.m., CST
Voice Mail is available 24-hours a day, 7-days a week
USP will attempt to return voice mail messages the same day they are received
USP will provide Spanish speaking Customer Care support

Attachment B—Pricing

<i>Description of charges paid by Client</i>	<i>Cost/Unit Price</i>
1. Implementation.....	\$0.00
a. Training materials.	
b. Access to Administrative Console.	
c. Development of file formats.	
2. Monthly Kiosk Fee (per indoor office location).....	\$450.00
3. Monthly Kiosk Fee (per outdoor office location).....	\$950.00
4. Monthly Kiosk Fee (per existing retail location)	\$0.00
5. Transaction Fee Paid by Client at Office Location (cash, check, card)	\$0.50
6. Transaction Fee Paid by Client at Retail Location (cash, check, card)	\$1.50
7. Returned Items (NSF, Fraud, etc.).....	\$5.00

Description of Services Provided by Client for machines located in Client Offices

1. Internet connection and power for each machine.
2. Armored/cash handling provided by client or billed as a pass through.
3. Merchant expenses related to card payments are billed as a pass through.
4. Construction and construction costs associated for building modification and/or protective structure for hosting outdoor machine



McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2020 **Item Number:** Consent Agenda I

Department: _____ **Account Code:** _____

Prepared By: John Browne, Mayor **Budgeted Amount:** _____

Date Prepared: May 5, 2020 **Exhibits:** _____

Subject

Concur with the Mayor's appointment of Mr. Gary Wansick to the McAlester Ethics Board to replace Mr. Jimmy Williams for a term to expire February, 2023.

Recommendation

Staff recommends approval of the appointment of Mr. Gary Wansick to the McAlester Ethics Board to replace Mr. Jimmy Williams for a term to expire February, 2023.

Discussion

Approved By

Department Head

City Manager

P. Stasiak

Initial

Date



McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2020
Department: _____
Prepared By: Cora Middleton, City Clerk
Date Prepared: May 5, 2020

Item Number: Consent Agenda J
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Concur with City Manager's recommendation for selection of three (3) nominees for the OMAG Board of Trustees.

Recommendation

Motion to Concur with City Manager's recommendation for selection of three (3) nominees for the OMAG Board of Trustees.

Discussion

The selection of three (3) nominees for the OMAG Board of Trustees is made by the cities that participate in OMAG insurance.

Exhibits:

1. Ballot with Bios.
2. Letter from Pam Polk, City Manager Collinsville
3. Letter from Daniel Tarkington, Mayor Checotah
4. Letter from Tim Lyons, City Manager Midwest City

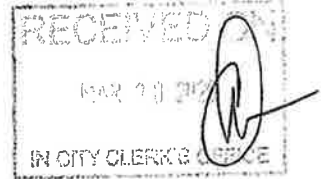
Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CMM	04.05.20
City Manager	P. Stasiak	

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2020 Election of Three Trustees

The biographical sketch on the next page for each nominee was written by the person(s) who made the nomination. YOU MAY VOTE FOR THREE (3) NOMINEES.



- ☒ PAM POLK, City Manager, City of Collinsville (Incumbent)
- ☐ DANIEL TARKINGTON, Mayor, City of Checotah (Incumbent)
- ☐ JUSTIN BATTLES, Assistant City Manager, City of Mustang
- ☒ JOHN DEAN, City Manager, City of Durant
- ☐ ERNEST (Ernie) LEE DOWDELL, Councilmember, City of Clinton
- ☐ LINDSEY GRIGG, City Clerk, City of El Reno
- ☐ GERALD HAURY, Town Administrator, Town of Mannford
- ☒ TIM LYON, City Manager, City of Midwest City
- ☐ RUSS MEACHAM, Chief Financial Officer, City of Perry
- ☐ STEPHEN MILLS, City Manager, City of Lindsay
- ☐ KIM PETERSON, Vice-Mayor, City of Guymon
- ☐ MARK WHINNERY, City Manager, City of Drumright
- ☐ SCOTTY WHITE, Mayor, City of Poteau

SIGN AND ATTEST

Ballot cast for the governing body of the municipality of

City of McAlester

Signed: _____
Mayor

Attested: _____ Date: _____, 2020
Clerk

**PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT
WILL INVALIDATE THE BALLOT!**

**Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S.
Boulevard, Edmond, OK 73013 no later than May 31, 2020, by:**

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;
- (2) emailing the ballot to elections@omag.org; or
- (3) sending the ballot to OMAG by certified mail.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

PAM POLK (Incumbent) Polk is city manager in Collinsville. She holds a BS in Business Administration and an MBA. Pam is the only Oklahoma female city manager to be credentialed through the ICMA organization. She was City Manager of the Year in 2017. Polk also serves on the OML Board of Directors. **(The City of Collinsville participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

DANIEL TARKINGTON (Incumbent) Daniel is currently serving on the OMAG Board. Daniel has 14 years Municipal government experience. Daniel believes maintaining one's integrity is a privilege that should be closely guarded and serving others should be our goal. Daniel serves on many boards in the Community. **(Checotah participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

JUSTIN BATTLES Justin is Mustang's Assistant City Manager, employed with Mustang for 18 years. Justin is a member of the Oklahoma City Manager's Association, International City Manager's Association, and Oklahoma Recreation and Parks Society. Justin has experience with tort claims, manages City infrastructure, and oversees capital projects. **(Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

JOHN DEAN John retired from US Army Special Forces. He has been in city management since 2007. John holds a Master of Arts degree in Human Resources Management and Master of Public Administration degree. He earned the ICMA Credentialed Manager designation and Certified Municipal Official designation from the Oklahoma Municipal League. **(Durant participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

ERNIE LEE DOWDELL Born and graduated high school in Clinton. 1998 graduate University of Oklahoma. Moved back to Clinton to family car business. Married in September 1999. We have three children. I currently own and operate three businesses that employ twenty-five people. I won my city council seat in November 2018. **(Clinton participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

LINDSEY GRIGG Lindsey is the City Clerk for the City of El Reno, employed with the city for 12 years. She is a member of OMCTFOA, OAPT, GFOAO and serves on the OMCTFOA and OAPT State boards. Lindsey oversees insurance procedures for the City of El Reno. **(El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

GERALD HAURY A Town Administrator for Mannford, Gerald manages the Town's natural gas and electric distribution and senior housing operations. Gerald believes in the OMAG model using OMAG's programs and training for his employees. Gerald supports these programs and will work to ensure OMAG stays a strong partner for cities and towns. **(Mannford participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

TIM LYON Tim Lyon has over 35 years of local government experience specializing in Risk Management, an M.A. in Political Science, and is an accredited City Manager. For the past 20 years, he has served Midwest City as the Human Resources Director, Assistant City Manager, and now as the City Manager. **(Midwest City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

RUSS MEACHAM Russ Meacham, CPA, has served as the CFO for the City of Perry since June 2008. Russ also serves as a consultant to over 40 municipalities across the state, assisting them with their financial needs. Russ's career began at Deloitte & Touche after graduation from the University of Oklahoma. **(Perry participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

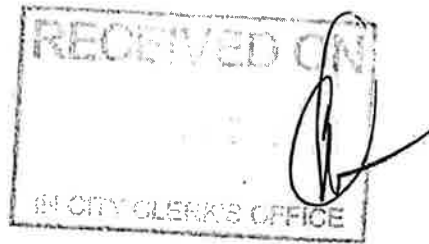
STEPHEN MILLS Stephen is a retired Army Officer with extensive leadership and public service experience. He has a degree in Public Administration and has been in municipal government since 2010. He feels a strong sense of duty to represent rural Oklahoma and their particular issues and challenges. **(Lindsay participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

KIM PETERSON Kim Peterson currently serves as Vice-Mayor. He previously served as Mayor for 6 years. Peterson, a graduate of OPSU has served on the OPSU Board of Directors, Mayors Council of Oklahoma, OML, OEDA, Guymon Industrial Foundation, Chamber of Commerce, Rodeo Board, Convention and Tourism Board, Kids Inc., United Way. **(Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

MARK WHINNERY Mark Whinnery became Drumright's City Manager in 2012. He's a retired Air Force Colonel with 25 years of service. Mark has a Bachelor's in Communication, a Master's in Human Resources, and a Master's of Military Operational Art and Science. Mark was also an Air Force Fellow at the Rand Corporation. **(Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

SCOTTY WHITE Scotty was elected Mayor in April 2019. Prior, Scotty held a management position with a major oil and gas operator in Texas and Oklahoma. Scotty is a life-long resident of Poteau with his wife Sarah and two children. Scotty would serve OMAG well and be an asset to the team. **(Poteau participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

April 9, 2020



Re: Pam Polk, Candidate for OMAG Board of Trustees

*Hi Cora -
Stay safe -*

Dear Mayor, Council Members, City Managers and City Clerks:

Hello again friends! Pam Polk here and I currently serve you as Chairman of the Oklahoma Municipal Assurance Group's board of directors. My term on the board expires in June and I would very much appreciate your vote to continue working for you and your city.

I started my municipal career in 1996 as city clerk of Mangum, Oklahoma. I was also city manager there for three years before accepting the city manager's position in Collinsville, where I have served the past fifteen years. I obtained my B.S. in Business Administration/Management and a Master's of Business from Southeastern Oklahoma State University. I was awarded the prestigious Gerald Wilkins Award by my peers for City Manager of the year in 2017. I was truly humbled and honored. I've also earned the credentialed manager accreditation through the International City/County Management Association.

I have served Oklahoma cities and towns on this board for the past fifteen years, and I can assure you that each decision has been made with all of our best interests at heart. I believe in OMAG and the many great programs they offer to protect our cities and towns.

I would be honored to continue serving as your advocate on the OMAG board. I will continue to work hard for all of us and would genuinely appreciate your vote of confidence.

Peace and love and stay safe.


Pam Polk
City Manager

CITY OF CHECOTAH

March 20, 2020

Daniel Tarkington, Mayor
414 W. Gentry • Checotah, OK 74426
(918) 473-5411 • Fax (918) 473-6302
TDD 711

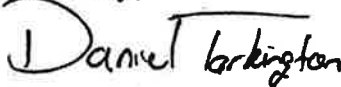
Dear Mayors, Council Members, City Managers and City Clerks of OMAG
Member Cities and Towns:

I would like to take this opportunity to introduce myself. My name is Daniel Tarkington, Mayor of the City of Checotah and I am a candidate for the OMAG Board of Trustees.

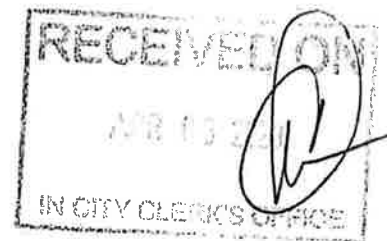
A little history of my work with the City of Checotah. I began my career with the City of Checotah in February of 2008 in the Maintenance Department and in 2015 I ran for Mayor. I am currently serving my second term as Mayor. I am a graduate of the Community Leadership Development Class; member of the (OML) Mayor's Council of Oklahoma, serving as the Public Safety Chairman; member of the Eastern Oklahoma Development District Board (EODD) and current member of the OMAG Board. In 2018 I was selected as Oklahoma's Mayor of the Year of which I am extremely proud of. My wife Jamie and I have one daughter, RayLynn Grace who is 4 and another baby on the way. In my spare time, I race cars and love working on cars. I look forward to working with everyone in the future in bettering our communities.

I would be honored to continue serving as your advocate on the OMAG Board of Trustees. By having rural leadership in state leadership positions, we can insure the needs of rural Oklahoma are recognized and met. Your vote of support and the support of your community would be greatly appreciated. I will continue to work hard for all of us and would genuinely appreciate your vote of confidence as well as the opportunity to represent all cities and towns.

Respectfully,



Daniel Tarkington
Mayor, City of Checotah
dtarkington@checotah.net
918-473-5411



The City of Checotah is an Equal Opportunity Provider and Employer

City Clerk: Shirley Stidham

Council Members:

Earnest Myers	Chris Robison
Ronnie Brinsfield	Tony Fields
Mike Key	Jerri Reaves
Jodi Greenleaf	William Wiles

Founded February 13, 1872

Checotah is:
Steerwrestling Capital of the World
Host City of Honey Springs



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

March 24, 2020

Ms. Cora Middleton
P.O. Box 578
McAlester, Ok 74502-0578

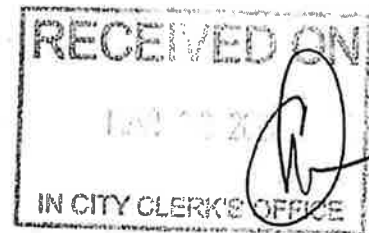
Dear Ms. Cora Middleton,

For the last 35 years, I have served in local government with substantial experience in Risk Management. I have an M.A. in Political Science with an emphasis in Public Administration and have obtained an accreditation as a City Manager. For the past 20 years, I have served Midwest City as the Human Resources Director, Assistant City Manager, and now as the City Manager.

I would love to serve on the OMAG board and believe my expertise in Risk Management will be a great asset. Would you please consider voting for me in the upcoming Board of Director's election?

Sincerely,


Tim Lyon,
City of Midwest City
City Manager





McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2020 Item Number: 1

Department: Dalton Carlton, Public Works Director Account Code: _____

Prepared By: May 4, 2020 Budgeted Amount: _____

Date Prepared: _____ Exhibits: Multiple

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay No. 4 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 5th and Miami Sewer Improvements and accept the project as completed.

Recommendation

Motion to authorize the Mayor to sign the Contractor's Final pay No. 4 in the amount of \$3,603.75 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for 5th and Miami Sewer Improvements and accept the project as completed.

Discussion

The warranty period of two years shall be in effect beginning on the effective date of completion (February 3, 2020).

Approved By

	Initial	Date
Department Head	D. Carlton	
City Manager	P. Stasiak <u>PJS</u>	<u>5-7-2020</u>



April 23, 2020

City of McAlester
Attn: Dalton Carlton, Public Works Director
PO Box 578
McAlester, OK 74502

Re: 5th & Miami Sewer Improvements
Contractor's Pay Application No. Four - Final

Dear Mr. Carlton:

Enclosed for your review and execution are three (3) copies of the Contractor's Pay Application No. Four – Final, which covers the final contract time period through April 20, 2020. During this time period, all work was completed on the project.

Also enclosed for your records please find the following close-out documents:

1. Contractor's Certification and Guarantee.
2. Consent of Surety to Final Payment

Record Drawings will be provided to you under separate cover.

We recommend payment of this Pay Application No. Four (4) in the amount of \$3,603.75. We also recommend final acceptance of the referenced project, and the warranty period of two years shall be in effect beginning on the effective date of completion (February 3, 2020). Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Please place this Pay Application on the agenda for approval at your next meeting and upon approval please sign all three (3) copies. Send one copy our office located at 500 Village Blvd.; Suite A, McAlester, OK 74501, one copy to the Contractor with payment and retain the final copy for your records.

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Application, please do not hesitate to contact our office at (918) 420-5500

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

RV/ks
Enclosures
Project No. MC-19-03

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

PROJECT:

(name, address) City of McAlester - 5th & Miami Sewer Improvements

TO (Owner)

CONTRACT FOR:

City of McAlester, 28 E. Washington Avenue, McAlester, OK 74501-4644 \$49,475.00

CONTRACTOR:

CONTRACT DATE:

Built Right Construction, LLC

11/25/2019

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Co.)

Western Surety Company, 333 S Wabash Avenue, 41st Floor, Chicago, IL 60604, SURETY COMPANY,

on bond of (here insert name and address of Contractor) Built Right Construction, LLC
9662 US Highway 69, PO Box 366, Savanna, OK 74565

_____, CONTRACTOR
hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of McAlester, 28 E. Washington Avenue, McAlester, OK 74501-4644 _____ OWNER,

as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, Western Surety Company

the Surety Company has hereunto set its hand this 21st day of April, 2020

Surety Company

ATTEST:
(SEAL)

Signature of Authorized Representative

Attorney In Fact, Title



James R Lewis, Attorney In Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James R Lewis, Individually

of Tulsa, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of October, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of April, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Contractor's Application for Payment No.

4

Application Period: 2/21/20-4/20/200		Application Date: 4/20/2020
To (Owner): City of McAlester	From (Contractor): Built Right Construction, LLC	Via (Engineer): Infrastructure Solutions Group, LLC
Project: 5TH & Miami Sewer Improvements	Contract:	
Owner's Contract No.: N/A	Contractor's Project No.: N/A	Engineer's Project No.: MC-19-03

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$49,475.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	\$4,075.00
1	\$4,075.00		3. Current Contract Price (Line 1 ± 2).....	\$	\$53,550.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F on Progress Estimate).....	\$	\$53,550.00
			5. RETAINAGE:		
			a. 5% X Work Completed.....	\$	
			b. 5% X Stored Material.....	\$	
			c. Total Retainage (Line 5a + Line 5b).....	\$	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$53,550.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$49,946.25
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$3,603.75
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G on Progress Estimate + Line 5 above).....	\$	
TOTALS	\$4,075.00				
NET CHANGE BY CHANGE ORDERS		\$4,075.00			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:



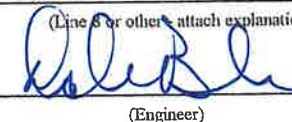
Date:

4/20/2020

Payment of: \$ 3,603.75

(Line 8 or other - attach explanation of the other amount)

is recommended by:



(Engineer)

4/23/20
(Date)

Payment of: \$ 3,603.75

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Progress Estimate

Contractor's Application (4)

For (contract): 5TH & Miami Sewer Improvements							Application Number: 4			
Application Period 2/21/20-4/20/20							Application Date: 4/20/2020			
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish
Bid Item No.	Description									(B - F)
1	8-INCH PVC SDR26 SEWER MAIN	350	\$65.00	\$22,750.00	350	\$22,750.00		\$22,750.00	100.0%	
2	4-FOOT DIAMETER STANDARD MANHOLE	3	\$4,500.00	\$13,500.00	3	\$13,500.00		\$13,500.00	100.0%	
3	ADDITIONAL MANHOLE DEPTH	2	\$225.00	\$450.00	2	\$450.00		\$450.00	100.0%	
4	SEWER SERVICE	2	\$750.00	\$1,500.00	2	\$1,500.00		\$1,500.00	100.0%	
5	CONNECTION TO EXISTING MANHOLE	1	\$700.00	\$700.00	1	\$700.00		\$700.00	100.0%	
6	SURFACE & CURB REPAIR	110	\$65.00	\$7,150.00	110	\$7,150.00		\$7,150.00	100.0%	
7	TREE REMOVAL		\$250.00							
	Change Order									
1	Remove & Replace Sidewalks	1	\$ 7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%	
	Totals			\$53,550.00		\$53,550.00		\$53,550.00	100.0%	

Stored Material Summary

Contractor's Application

[illegible]



April 23, 2020

City of McAlester
Attn: Dalton Carlton
PO Box 578
McAlester, OK 74502

Re: 5th & Miami Sewer Improvements
City of McAlester
Certificate of Substantial Completion

Dear Mr. Carlton:

Enclosed please find three (3) copies of the Certificate of Substantial Completion for the above referenced project. Please sign all three (3) copies of the Certificate. Please mail one (1) copy to our office, one (1) copy to Built Right Construction, LLC and retain the final copy for your records.

Thank you and if you have any questions, please feel free to call me at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Dale Burke, P.E.
President

RV/ks

Enclosures

Project No. MC-19-03

Certificate of Substantial Completion

Project: 5 th & Miami Sewer Improvements	Owner: City of McAlester	Owner's Contract No.: MC-19-03
Contract: 5 th & Miami Sewer Improvements		Date of Contract: 11-25-2019
Contractor: Built Right Construction, LLC		Engineer's Project No.: MC-19-03

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☒ All Work under the Contract Documents: ☐ The following specified portions:

2-3-20

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work nor in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Accepted by Contractor

Accepted by Owner

Date

Date

Date

4-23-20

4-21-20



McAlester City Council

AGENDA REPORT

Meeting Date: May 12, 2020 Item Number: 2
Department: Dalton Carlton, Public
Prepared By: Works Director Account Code: _____
Date Prepared: May 4, 2020 Budgeted Amount: _____
Exhibits: Multiple

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay No. 3 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 745 W. Adams Sewer Relocation and accept the project as completed.

Recommendation

Motion to authorize the Mayor to sign the Contractor's Final pay No. 3 in the amount of \$1,990.60 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the 745 W. Adams Sewer Relocation and accept the project as completed.

Discussion

The final inspection was performed on March 6, 2020. There were no deficiencies. The warranty period of two years shall be in effect beginning on the effective date of completion (March 2, 2020).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	D. Carlton	
City Manager	P. Stasiak <u>PJS</u>	<u>5-7-2020</u>



April 21, 2020

City of McAlester
Attn: Dalton Carlton, Public Works Director
PO Box 578
McAlester, OK 74502

Re: 745 W. Adams Sewer Relocation
Contractor's Pay Application No. Three - Final

Dear Mr. Carlton:

Enclosed for your review and execution are three (3) copies of the Contractor's Pay Application No. Three – Final, which covers the final contract time period through April 20, 2020. During this time period, all work was completed on the project and a Final Inspection was performed on March 6, 2020. There were no deficiencies.

Also enclosed for your records please find the following close-out documents:

1. Contractor's Certification and Guarantee.

Record Drawings will be provided to you under separate cover.


We recommend payment of this Pay Application No. Two (2) in the amount of \$1,990.60. We also recommend final acceptance of the referenced project, and the warranty period of two years shall be in effect beginning on the effective date of completion (March 2, 2020). Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Please place this Pay Application on the agenda for approval at your next meeting and upon approval please sign all three (3) copies. Send one copy our office located at 500 Village Blvd.; Suite A, McAlester, OK 74501, one copy to the Contractor with payment and retain the final copy for your records.

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Application, please do not hesitate to contact our office at (918) 420-5500

Sincerely,

Infrastructure Solutions Group, LLC



Robert Vaughan, P.E.
Branch Manager

RV/ks
Enclosures
Project No. MC-19-25

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: March 2, 2020

Project: 745 W. Adams Relocation

Owner: City of McAlester

Contractor: Built Right Construction, LLC

Richard Evans hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

We also certify that all bills have been paid and upon receipt of \$ 1,990.60, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of two (2) years from the effective date of completion, March 2, 2020

By: 

Date: 4-21-20

Subscribed and sworn to before me this 21 day of April, 2020


Notary Public

My Commission Expires: 4-17-23



Contractor's Application for Payment No.

3

Application Period: 3/21/20-4/20/20		Application Date: 4/20/2020
To (Owner): City of McAlester	From (Contractor): Built Right Construction, LLC	Via (Engineer): Infrastructure Solutions Group, LLC
Project: 745 W. Adams Sewer Relocation	Contract:	
	Contractor's Project No.: 19-1105	Engineer's Project No.: MC-19-25

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$39,812.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$39,812.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$39,812.00
5. RETAINAGE:		
a. 5% X Work Completed.....	\$	
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$39,812.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$37,821.40
8. AMOUNT DUE THIS APPLICATION.....	\$	\$1,990.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 4/20/2020

Payment of: \$ \$1,990.60
(Line 8 or other - attach explanation of the other amount)

is recommended by:  04.21.2020
(Engineer) (Date)

Payment of: \$ \$1,990.60
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application No. TWO (2)

For (contract): 745 W. Adams Sewer Relocation							Application Number: 2			
Application Period: 1/21/20-3/20/20							Application Date: 3/20/2020			
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Value	Estimated Quantity Installed	Value	Materials Presently Stored (no: in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	8" SANITARY SEWER SDR 26 PVC	286	\$67.00	\$19,162.00	286	\$19,162.00		\$19,162.00	100.0%	
2	4' DIAMETER STANDARD MANHOLE	3	\$5,000.00	\$15,000.00	3	\$15,000.00		\$15,000.00	100.0%	
3	ADDITIONAL MANHOLE DEPTH	1	\$250.00	\$250.00	1	\$250.00		\$250.00	100.0%	
4	SEWER SERVICE RECONNECTION	4	\$850.00	\$3,400.00	4	\$3,400.00		\$3,400.00	100.0%	
5	CONNECT NEW MANHOLE TO EXISTING SEWER MAIN	2	\$1,000.00	\$2,000.00	2	\$2,000.00		\$2,000.00	100.0%	
Totals						\$39,812.00		\$39,812.00	100.0%	

Stored Material Summary

Contractor's Application

[illegible]



April 21, 2020

City of McAlester
Attn: Dalton Carlton, Public Works Authority
PO Box 578
McAlester, OK 74502

Re: 745 W. Adams Sewer Relocation
Certificate of Substantial Completion

Dear Mr. Carlton:

Enclosed please find three (3) copies of the Certificate of Substantial Completion for the above referenced project. Please sign all three (3) copies of the Certificate. Please mail one (1) copy to our office, one (1) copy to Built Right Construction, LLC and retain the final copy for your records.

Thank you and if you have any questions, please feel free to call me at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.
Branch Manager

RV/ks

Enclosures

Project No. MC-19-25

Certificate of Substantial Completion

Project: 745 W. Adams Relocation	Owner: City of McAlester	Owner's Contract No.: MC-19-25
Contract: 745 W. Adams Relocation		Date of Contract: <u>1-20-20</u>
Contractor: Built Right Construction, LLC		Engineer's Project No.: MC-19-25

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

March 2, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Accepted by Contractor

Accepted by Owner

Date

Date

Date

04.21.2020

4-21-20



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 12, 2020</u>	Item Number:	<u>3</u>
Department:	<u>Grants Administration</u>		
Prepared By:	<u>S. Giacomo</u>	Account Code:	<u></u>
Date Prepared:	<u>May 5, 2020</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1 – Grant Agreement</u>

Subject

Consider and act upon, authorizing the Mayor to sign and accept a grant award from the Federal Aviation Administration (FAA) in the amount of \$69,000.00 as part of the Coronavirus Aid, Relief, and Economic Security "CARES" Act of 2020 funding.

Recommendation

Staff recommends acceptance of the grant award and conditions and authorizing the Mayor to execute the agreement with the Federal Aviation Administration.

Discussion

An application to the Federal Aviation Administration CARES Act Funding Grant was submitted in April 2020 in order to request funding for the McAlester Regional Airport. The funding amount is for \$69,000.00 to be used for any legal purpose including operations at the airport.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

5-7-2020



May 11, 2020

Honorable John Browne
Mayor, City of McAlester
28 East Washington
McAlester, OK 74501

Dear Mayor Browne:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-40-0057-017-2020 for McAlester Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 19, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice.
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed.
- An SF-425.
- A narrative report summarizing the expenses reimbursed with CARES Act funds. The report shall document:
 - The expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues.
 - The expenses were incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Kathy Franklin by email that the grant is administratively and financially closed. Kathy Franklin is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Glenn Boles (May 11, 2020)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date May 11, 2020

Airport/Planning Area McAlester Regional

CARES Grant Number 3-40-0057-017-2020

Unique Entity Identifier 074263849

TO: City of McAlester
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 24, 2020, for a grant of Federal funds at or associated with the McAlester Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the McAlester Regional Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to McAlester Regional Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$69,000.**

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor **on or before June 19, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
 - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).


6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Glenn Boles (May 11, 2020)
(Signature)

Glenn Boles
(Typed Name)

Manager, AR/OK ADO
(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

City of McAlester

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES**AIRPORT SPONSORS**

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. 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).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of McAlester**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Council Chambers
Municipal Building
April 28, 2020

The McAlester Airport Authority met in Regular session on Tuesday, April 28, 2020, at 6:00 P.M. after proper notice and agenda was posted April 23, 2020.

Present in Person: Weldon Smith, Maureen Harrison & John Browne
Present via Telephone: Cully Stevens, Steve Cox, James Brown & Zach Prichard
Absent: None
Presiding John Browne, Chairman

A motion was made by Mr. Smith and seconded by Chairman Browne to approve the following:

- Approval of the Minutes from the April 14, 2020, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 21, 2020. (*Sherri Swift, Chief Financial Officer*) No claims were paid for this period.
- Confirm action taken on City Council Agenda Item F, the Mayor's reappointments of Dr. Michael Boyer, Stephen Otis, David Verner, Mike Hogan, Randy Walters, and Les Cashmere to the Airport Advisory Board for terms to expire April 30, 2022. (*John Browne, Mayor*)
- Confirm action taken on City Council Agenda Item G, the Mayor's appointment of John Alford as a replacement for Ben Kennedy to the Airport Advisory Board for a term to expire April 30, 2022. (*John Browne, Mayor*)
- Confirm action taken on City Council Agenda Item 1, an ordinance amending the City of McAlester Defined Contribution Retirement Plan. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 2, a Resolution to adopt the Capital Improvement Program 2020/2021-2024/2025. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 6, the discussion and possible action on the local modification of Governor Stitt's guidelines for re-opening the economy. (*John Browne, Mayor*)

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

AYE: Trustees Smith, Brown, Harrison, Prichard, Stevens, Cox & 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 Chairman Browne.

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

AYE: Trustees Smith, Brown, Harrison, Prichard, Stevens, Cox & Chairman Browne

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 28, 2020

The McAlester Public Works Authority met in Regular session on Tuesday, April 28, 2020, at 6:00 P.M. after proper notice and agenda was posted April 23, 2020.

Present in Person: Weldon Smith, Maureen Harrison & John Browne
Present via Telephone: Cully Stevens, Steve Cox, James Brown & Zach Prichard
Absent: None
Presiding: John Browne, Chairman

A motion was made by Mr. Smith and seconded by Chairman Browne to approve the following:

- Approval of the Minutes from the April 14, 2020, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 21, 2020. (*Sherri Swift, Chief Financial Officer*) In the following amount \$231,719.63.
- Confirm action taken on City Council Agenda Item 1, an ordinance amending the City of McAlester Defined Contribution Retirement Plan. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 2, a Resolution to adopt the Capital Improvement Program 2020/2021-2024/2025. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 4, a temporary reduction or suspension of the Stormwater Service Charge Fee to last until June 30, 2020, at 11:59pm. (*Cully Stevens, Ward 2 Councilman*)
- Confirm action taken on City Council Agenda Item 6, the discussion and possible action on the local modification of Governor Stitt's guidelines for re-opening the economy. (*John Browne, Mayor*)

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

AYE: Trustees Smith, Stevens, Cox, Brown, Harrison, 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 Chairman Browne. There was no discussion, and the vote was taken as follows:

AYE: Trustees Smith, Stevens, Cox, Brown, Harrison, Prichard & Chairman Browne.

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

EMPLOYMENT AGREEMENT



THIS AGREEMENT, made and entered on this 1st day of July, 2019, by and between the City of McAlester, State of Oklahoma, a Municipal Corporation, hereinafter called "Employer", and Peter J. Stasiak, hereinafter called "Employee", both of whom understand and agree as follows:

WHEREAS, it is the desire of the Employer to:

1. Secure and retain the services of Employee and to provide inducement for him to remain in such employment.
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age, disability, or when the Employer may desire to otherwise terminate his employment.

AND WHEREAS, Employee desires to continue employment as City Manager of said City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties here to agree as follows:

SECTION 1: DUTIES

- A. The Employer hereby agrees to employ said Peter J. Stasiak, as City Manager of said organization, to perform the functions and duties specified in the City Charter, City Ordinances, the approved evaluation items, approved policies and applicable Oklahoma State Statutes and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. Said duties of employee shall include notification (in writing) of absence when using paid leave for a period of one day or more and designation of an acting employee, hereinafter called Acting City Manager, whenever Employee is out of the City for longer than a twenty-four (24) hour period.

SECTION 2: TERM

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions of the City Charter, City Ordinances, Oklahoma State Statutes and as set forth in this Agreement herein.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time, from his position with the Employer, subject only to Section (5.B) herein.
- C. This Agreement shall become effective on the 1st day of July, 2019, and shall remain in effect until June 30, 2020, unless sooner terminated. At least 90 days prior to the end of the term of this Agreement, the parties shall consider any modifications or adjustments to this Agreement, and, if none, the Agreement shall be renewed for one additional year and remain in effect under the same terms and conditions.
- D. Employee agrees to remain in the exclusive employ of Employer until terminated, and neither accept other employment nor become employed by any other employer until said termination, unless said termination is affected as hereinafter provided.

SECTION 3: BASE SALARY, HEALTH INSURANCE AND OTHER BENEFITS

- A. The Employer agrees to pay Employee \$138,000.00 for his services rendered pursuant hereto, as the annual base salary for the effective period of this Agreement and for each year thereafter until and unless modified as provided herein. Said annual base salary shall be paid on a bi-weekly basis. The Employer further agrees that Employee's salary be reviewed on an annual basis, with an appropriate salary adjustment provided, as approved by the Employer, based upon the Employee's performance.
- B. Employer agrees that Employee shall be entitled to medical, dental, vision, accidental death and life insurance which are presently provided to non-uniformed employees.
- C. Employer will pay a vehicle allowance to the Employee at a rate of \$500.00 per month. A City vehicle will be used, if available, for all out of town travel. If a City vehicle is not available, the Employer will reimburse the Employee at the standard mileage rate used by the City.
- D. Employee shall accrue, and have credited to his personal account, twenty (20) days of vacation leave each succeeding year of employment. Employee will be allowed to carry-over, from year to year, vacation leave as per other non-uniformed employees. Employee shall accrue twelve (12) days Sick Leave per annum. Employee will be allowed to carry-over Sick Leave as per other non-uniformed employees.
- E. Employee shall be provided holiday leave which is consistent with holiday leave provided to all other municipal employees.
- F. Employer shall provide employee with the use of a cellular telephone and Employee agrees to make the telephone number available to appropriate municipal officials.
- G. It is recognized that the employee must devote a great deal of time outside normal office hours on business for the Employer, and to that end, Employee shall be allowed

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time, from his position with the Employer, subject only to Section (5.B) herein.
- C. This Agreement shall become effective on the 1st day of July, 2019, and shall remain in effect until June 30, 2020, unless sooner terminated. At least 90 days prior to the end of the term of this Agreement, the parties shall consider any modifications or adjustments to this Agreement, and, if none, the Agreement shall be renewed for one additional year and remain in effect under the same terms and conditions.
- D. Employee agrees to remain in the exclusive employ of Employer until terminated, and neither accept other employment nor become employed by any other employer until said termination, unless said termination is affected as hereinafter provided.

SECTION 3: BASE SALARY, HEALTH INSURANCE AND OTHER BENEFITS

- A. The Employer agrees to pay Employee an amount equivalent to a 3% increase over the prior year which is \$138,000.00, for his services rendered pursuant hereto, as the annual base salary for the effective period of this Agreement and for each year thereafter until and unless modified as provided herein. Said annual base salary shall be paid on a bi-weekly basis. The Employer further agrees that Employee's salary be reviewed on an annual basis, with an appropriate salary adjustment provided, as approved by the Employer, based upon the Employee's performance.
- B. Employer agrees that Employee shall be entitled to medical, dental, vision, accidental death and life insurance which are presently provided to non-uniformed employees.
- C. Employer will pay a vehicle allowance to the Employee at a rate of \$500.00 per month. A City vehicle will be used, if available, for all out of town travel. If a City vehicle is not available, the Employer will reimburse the Employee at the standard mileage rate used by the City.
- D. Employee shall accrue, and have credited to his personal account, twenty (20) days of vacation leave each succeeding year of employment. Employee will be allowed to carry-over, from year to year, vacation leave as per other non-uniformed employees. Employee shall accrue twelve (12) days Sick Leave per annum. Employee will be allowed to carry-over Sick Leave as per other non-uniformed employees.
- E. Employee shall be provided holiday leave which is consistent with holiday leave provided to all other municipal employees.
- F. Employer shall provide employee with the use of a cellular telephone and Employee agrees to make the telephone number available to appropriate municipal officials.
- G. It is recognized that the employee must devote a great deal of time outside normal office hours on business for the Employer, and to that end, Employee shall be allowed

to establish an appropriate work schedule within the guidelines of the Administrative Policy of the City.

- H. The Employer agrees to contribute an amount equal to 10% of Employee's base pay into the retirement plan of Employee's choosing. All fees incurred by Employee's participation in a retirement plan shall be split equally between the Employer and the Employee.
- I. Employer agrees to immediately establish a deferred compensation fund for the benefit of the Employee, to be paid initially at the conclusion of three (3) consecutive years of service, and subsequently at the end of each consecutive year of service thereafter. The Employer shall cause to be accrued with the Employer as a liability in favor of Employee a sum equal to 3% of Employee's annual base salary, as a deferred compensation account for the Employee. Said fund shall be placed in a tax-deferred account subject to investment at the direction of the Employee, but payable only specifically subject to the terms and conditions of this Agreement. In the event Employee completes the required lengths of service as set forth in this Agreement, the Employee shall be entitled to and receive the entire balance of the account. If the Employee voluntarily leaves the employment of the Employer prior to completing any of the respective deferred compensation required lengths of service as set forth in this Agreement, wherein Employee's resignation is not the result of a constructive termination, then said Employee shall forfeit unto the Employer any and all right, title, or interest he may have in and to said account, not yet paid to Employee. If the Employee shall be entitled to receive the balance in the deferred compensation fund that is accrued up to the date of separation of service from the Employer; a pro-rata share of the current contract year's deferred annuity based on the number of days of service completed in the current contract term, in addition to all amounts already paid to Employee; and all other severance payments to which Employee would be otherwise entitled. In the event the Employer terminates the Employee for cause with cause being defined with regard to this Section (3.I), as the conviction of a felony, then said Employee shall forfeit unto the Employer any and all right, title, or interest he may have in and to said fund.

SECTION 4: DUES AND EXPENSES

- A. The Employer agrees to budget for and to pay the professional dues, subscriptions, travel and subsistence expenses of Employee for professional participation and travel, meetings and occasions adequate to continue his professional development.
- B. The Employer recognizes the desirability of representation in and before local civic organizations, and Employee is authorized to become a member of such civic clubs for which the City shall pay Employee's dues.

SECTION 5: TERMINATION

- A. In the event Employee is terminated or his contract is not renewed without cause by the Council during such time that Employee is willing and able to perform the duties

of his employment, an amount, equal to twelve (12) months' base salary and all accrued vacation and sick leave days subject to the limit applicable to non-uniformed employees shall be paid to Employee in equal monthly installments as severance as long as Employee remains unemployed or for twelve (12) months whichever is shorter. Provided should Employee become employed at a base pay rate less than that paid by Employer at the time of termination, Employer agrees to pay Employee the difference between the two base pay rates up to twelve (12) months. Following termination without cause, Employer will also pay COBRA benefits each month Employee verifies unemployment, up to and not to exceed six (6) months. In the event Employee is terminated for cause, Employer shall have no obligation to pay the severance sums designated in this paragraph and payment for unused vacation and sick leave shall be at the discretion of the Employer. The Employee's refusal of an offer to renew the Agreement or accept a new offer prior to, or after, its expiration does not constitute a non-renewal of the Agreement and therefore Employer is not obligated to pay the severance sums as identified in this paragraph.

- B. In the event Employee voluntarily resigns his position with the City, then Employee shall not be entitled to severance pay and benefits as set forth in Section A above. In such event, the Employee is requested to give the Employer sixty (60) days advance notice.
- C. Cause as used in this Agreement with the exception of Section (3.1), shall include but is not strictly limited to mean any action or inaction of Employee considered by Employer to constitute non-performance of any duty owed to Employer by Employee, whether gross or ordinary, excessive absence, as determined within the discretion of Employer, dishonesty or behavior of Employee which holds Employer up to public ridicule or distracts from Employer's or Employee's ability to perform its duties and any other actions recognized by law or equity, provided this definition shall not apply to Paragraph I above.

SECTION 6: OTHER

- A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the level of benefits that are enjoyed by other non-uniformed employees of the Employer as provided in the Code, Personnel Rules and Regulations.
- B. This Agreement constitutes the sole complete agreement between Employer and Employee. No modification hereof shall be binding on the parties unless in writing and signed by Employer and Employee.
- C. This agreement shall be binding on the Employer and the Employee, as well as, their heirs, assigns, executors, personal representatives and successors in interest.
- D. This agreement shall become effective up execution.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or

portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

- F. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Oklahoma.

Approved by the City Council of McAlester, Oklahoma on this _____ day of _____, 2019, signed and executed in its behalf by the Mayor and City Council, and the Employee has signed and executed this document both in duplicate.



John Browne, Mayor



Peter J. Stasiak, Employee

COUNCIL SIGNATURES:

Ward One – Weldon Smith

Ward Two – Cully Stevens, Vice Mayor

Ward Three – Travis Read

Ward Four – James Brown

Ward Five – Maureen Harrison

Ward Six – Zach Prichard



Cora Middleton, City Clerk