



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

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

#### Attending in Person

John Browne ..... Mayor  
Weldon Smith ..... Ward One  
Billy J. Boatright..... Ward Five  
Peter J. Stasiak ..... City Manager  
Cora M. Middleton..... City Clerk

#### Attending via Teleconference

Cully Stevens, Vice Mayor..... Ward Two  
Steve Cox..... Ward Three  
James Brown..... Ward Four  
Zach Prichard..... Ward Six  
William J. Ervin ..... 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](http://www.cityofmcalester.com) within the required time frame. Public call-in number is (866)899-4679, Access Code 796-983-005.*

*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

## **SELECTION OF VICE-MAYOR**

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### **CITIZENS COMMENTS ON NON-AGENDA ITEMS**

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*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**

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*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 July 14, 2020, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for July 8, 2020 through July 21, 2020. *(Sherri Swift, Chief Financial Officer)*
- C. Concur with the Mayor's appointment of Brenda Russell to the Audit & Finance Advisory Committee as replacement for Mr. Mike Kern. This term will expire March 31, 2022. *(John Browne, Mayor)*
- D. Consider and act upon, indefinitely postponing Tort Claim filed by Tanner Coffee. *(Cora Middleton, City Clerk)*

### **ITEMS REMOVED FROM CONSENT AGENDA**

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### **SCHEDULED BUSINESS**

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- 1. Presentation and discussion on Choctaw Economic Development. *(Robert Karr, Choctaw Councilman)*

Executive Summary  
Presentation.

- 2. Consider and act upon, the authorization of a purchase from Freedom Ford of McAlester, Oklahoma (1) New and Unused 2020 Ford F150 4X4, with LEER Camper from Advantage Truck & Auto of McAlester, Oklahoma for the Fire Department on State of Oklahoma Purchasing Contract pursuant to Section 2-382 of the McAlester City Code. Funds to be used form the city's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

Executive Summary  
Motion to approve authorization of the purchase from Freedom Ford of McAlester, Oklahoma (1) New and Unused 2020 Ford F1500 4X4, with a LEER 100R Camper from Advantage Truck & Auto of McAlester,

Oklahoma for the Fire Department on State of Oklahoma Purchasing Contract pursuant to Section 2-382 of the McAlester City Code. Purchase to be made from the city's portion of the county quarter cent excise tax for fire services. Cost for the Ford F150 4X4 not to exceed \$26,093.00 (based on State Bid) with the cost of the 2020 LEER 100R not to exceed \$1,870.00, for a total cost not to exceed \$28,000.00.

3. Consider and act upon, the acceptance of a SUB-Grant Award from the Office of Homeland Security for reimbursement of the purchase of a replacement HAZMAT Chemical Identification Unit. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the acceptance of a SUB-Grant Award from the Office of Homeland Security for reimbursement of the purchase of a replacement HAZMAT Chemical Identification Unit.

4. Consider and act upon, accepting the bid amount of \$66,785.00 from Advanced Construction & Maintenance, LLC and authorize the Mayor to sign the Notice of Award for the 2019 CDBG Phase II Sewer Project. *(Dalton Carlton, Public Works Director)*

Executive Summary

The recommendation is to accept the bid from Advanced Construction & Maintenance, LLC for a total amount of \$66,785.00 and authorize the Mayor to sign the Notice of Award for the 2019 CDBG Phase II Sewer Project.

5. Consider and act upon, accepting the bid amount of \$80,000 from Bolding Construction, LLC and authorize the Mayor to sign the Notice of Award for the 24-inch Sewer Main Replacement, Peach Tree Place. *(Dalton Carlton, Public Works Director)*

Executive Summary

The recommendation is to accept the bid from Bolding Construction, LLC for a total amount of \$80,000.00 and authorize the Mayor to sign the Notice of Award for the 24-inch Sewer Main Replacement, Peach Tree Place.

6. Consider and act upon, authorizing the Mayor to sign the Work Order for Professional Services with Infrastructure Solutions Group, LLC for engineering services for Water Tower Controls and Distribution Improvements. *(Dalton Carlton, Public Works Director)*

Executive Summary

Motion to authorize the Mayor to sign the Work Order for Professional Services in the amount of \$89,400.00 with Infrastructure Solutions Group, LLC for engineering services for Water Tower Controls and Distribution Improvements. The lump sum fee for engineering is \$68,000.00 and the Resident Project Representative Fee is \$21,400.00.

7. Consider and act upon, authorizing the Mayor to sign an Agreement between Tyler Technologies and the City of McAlester for hosting and cloud services for INCODE financial software in the amount of \$68,540.00 for fiscal year 2020/2021. *(Toni Ervin, Assistant City Manager)*

**Executive Summary**

Motion to approve authorization for the Mayor to sign an Agreement between Tyler Technologies and the City of McAlester for hosting and cloud services for INCODE financial software in the amount of \$68,540.00 for fiscal year 2020/2021.

8. Presentation of the Monthly Financial Update. *(Sherri Swift, Chief Financial Officer)*

**Executive Summary****Discussion.**

9. Consider and act upon, authorizing the City of McAlester to allocate funding in the amount of \$30,000 to be used as matching grants for local businesses in purchasing face masks and/or face coverings. *(Cully Stevens, Councilman Ward Two)*

**Executive Summary**

Motion to approve and authorize the City of McAlester to allocate funding to be used as matching grants for local businesses for the purchase of face masks and/or face coverings.

**NEW BUSINESS**

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*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)**

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- Report on activities for the past two weeks.

**REMARKS AND INQUIRIES BY CITY COUNCIL**

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**MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

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**RECESS COUNCIL MEETING**

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**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the July 14, 2020, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 21, 2020. *(Sherri Swift, Chief Financial Officer)*

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

*Majority of a Quorum required for approval*

- Approval of the Minutes from the July 14, 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 July 21, 2020. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, acceptance of the bid amount of \$66,785.00 from Advanced Construction & Maintenance, LLC and authorization for the Mayor to sign the Notice of Award for the 2019 CDBG Phase II Sewer Project. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, acceptance of the bid amount of \$80,000 from Bolding Construction, LLC and authorization for the Mayor to sign the Notice of Award for the 24-inch Sewer Main Replacement, Peach Tree Place. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, authorization for the Mayor to sign the Work Order for Professional Services with Infrastructure Solutions Group, LLC for engineering services for Water Tower Controls and Distribution Improvements. *(Dalton Carlton, Public Works Director)*

ADJOURN MPWA**CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY**

*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 23, 2020, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of July, 2020. *(Sherri Swift, Chief Financial Officer)*

ADJOURN MRTAADJOURNMENTCERTIFICATION

*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](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

The McAlester City Council met in a Regular session on Tuesday, July 14, 2020, at 6:00 P.M. after proper notice and agenda was posted, July 9, 2020, at 3:30 P.M.

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

**Call to Order**

Mayor Browne called the meeting to order.

**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, Sherri Swift, CFO; Toni Ervin, Assistant City Manager; Dalton Carlton, Public Works Director; Oliver Skimbo, Environmental Program Coordinator and Cora Middleton, City Clerk

Staff Attending via Teleconference: William J. Ervin, City Attorney

**Swearing-in Ceremony**

Judge Deborah Hackler administered the Oath of Office to Weldon Smith, First Ward Councilman.

Councilwoman Harrison addressed the Council thanking them for giving her the opportunity to speak and to serve the community. She then thanked the Lord, her family, her friends, the McAlester School System, the Council and City staff for their support and help.

Mayor Browne presented Councilwoman Harrison with a plaque of appreciation for her service on the Council and encouraged her to continue her involvement in the City.

Judge Deborah Hackler administered the Oath of Office to Billy Jack Boatright, Fifth Ward Councilman.

### **Incoming Council**

Councilman Smith thanked the Ward One voters and stated that he would continue to serve the City to the best of his ability. He added that he would strive to see the City adopt a Five (5) year Strategic Plan.

### **Recognition and Awards**

Mayor Browne presented Sherry Swing as “Employee of the Month” for the month of May, 2020. Ms. Swing received a Certificate of Appreciation, a plaque, a portfolio and one (1) paid day off.

### **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.*

John Titsworth, 1010 Douglas addressed the Council expressing his opinion and concerns regarding information concerning the Coronavirus (Covid-19).

### **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 June 23, 2020, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 17, 2020 through July 7, 2020. *(Sherri Swift, Chief Financial Officer)* In the following amounts: General Fund - \$158,321.81; Nutrition - \$1,410.46; Landfill Res./Sub-Title D - \$10,875.00; Tourism Fund - \$19,940.99; SE Expo Center - \$3,766.23; E-911 - \$16,692.81; Economic Development - \$5,891.77; Grants & Contributions - \$11,070.00; CDBG Grants Fund - \$13,911.20; Fleet Maintenance - \$9,988.82; Worker’s Compensation - \$52,096.00; Dedicated Sales Tax – MPWA - \$1,500.00; CIP Fund - \$26,270.75; Technology Fund - \$1,142.50; Stormwater Fund - \$14,150.83 and Infrastructure Fund - \$113,736.08.
- C. Consider and act upon, acceptance of a bid from Ideal Cleaning in the amount of \$3,000 per month to provide cleaning services to the City of McAlester Buildings. *(Sherri Swift, Chief Financial Officer)*
- D. Concur with the Mayor’s appointment of Ann Walker, 816 N. 6<sup>th</sup> Street, to the Ethics Board for a term to expire February, 2024. *(John Browne, Mayor)*
- E. Consider and act upon, approval to enter into a Contract with Mustang Equipment Leasing, Inc. for a copier lease for 1 copier in the City’s Tourism office. *(Sherri Swift, Chief Financial Officer)*



A motion to approve the Consent Agenda was made by Councilman Smith and seconded by Councilman Boatright.

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

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

NAY: None

Mayor Browne declared the motion carried.

A motion to open a Public Hearing to address two (2) proposed ordinances was made by Councilman Smith and seconded by Councilman Boatright.

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

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

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:19 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 CHAPTER 94, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, OF THE MCALESTER CITY CODE, ARTICLE II, DIVISION 1, SECTION 94-35, PERMIT FOR INSTALLATION OF DRAINAGE STRUCTURES IN STREET DITCHES; AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 4, COST SHARING POLICY FOR PUBLIC WORKS PROJECTS, SECTION 2-440, STORM DRAINS AND CULVERTS; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.**

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

There were no comments regarding either of the proposed ordinances, and a motion to close the Public Hearing was made by Councilman Smith. The motion was seconded by Councilman Boatright, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:19 P.M.

## **Scheduled Business**

1. Discussion and update on the effects of the Covid-19 Pandemic on the City of McAlester.  
(*John Browne, Mayor*)

Executive Summary

Discussion.

Mayor Browne began this item by relaying some information regarding the average number of Covid-19 cases per week. He commented that for July 8<sup>th</sup> through July 14<sup>th</sup> the average was 640.8 per day with the high of 993 falling on July 14<sup>th</sup>. He stated that the high case days were falling at the end of the two (2) week cycle and the numbers were definitely going up. He then reviewed the number of cases in Pittsburg County beginning in May with 39 and ending in July with 81. He stated that the number had more than doubled in two (2) months. He then reviewed the U.S. cases of 1,551,841 with fatalities of 138,598, stating that the death rate for those cases had been 8%. He compared the Oklahoma cases of 17,063 with fatalities of 428, with a death rate of 2.5%. He commented that if the numbers were to hold true with the July 14 number of cases at 993 there could be 24.8 deaths in Oklahoma and 79.4 deaths for the U.S.

Mayor Browne commented that what was currently being done to slow the growth of the virus was not working and something else needed to be considered to avoid potentially closing the economy again in the future. He stated that according to experts in the Presidents administration as well as other experts the most effective way to slow the spread was to wear masks. He stated that to help avoid the situation of closing the economy again, individuals needed to protect the workers that interacted with the public on a daily basis. He added that wearing a mask in public was minimal when compared to the benefit it would provide.

Dr. John Tedesco, MRHC addressed the Council stating that the information that Mayor Browne had relayed was very accurate. He commented that the McAlester Hospital was not currently strained by the virus but other communities in the state were. He stated that wearing masks and socially distancing were very important in the slowing of the virus.

Kim Stout, Chief Nursing Officer at MRHA and Dr. Roloff, Hospitalist at MRHC both commented that the masks were not protecting the wearer as much as protecting others. Dr. Roloff commented on the ways that the virus affected each individual differently and how the coming flu season could impact the virus.

There was discussion regarding how long it would be before people could stop wearing masks, the conflicting information that was available, how the virus was constantly changing, how schools would be handling the upcoming school year, if there was any drawback from wearing masks, what could be done to increase the wearing of masks, how the public could react if told to wear masks, asking the public to wear masks, what the Pittsburg County Emergency Management had been doing with the State and Federal before the virus had gotten to Oklahoma, how to support the City, not closing the economy down and working on what can help to prevent the spread of the virus.

There was no action taken on this item.

2. Presentation and acceptance of the McAlester Hydraulic Analysis Report performed by Infrastructure Solutions Group, LLC for the City of McAlester. (*Dale Burke, Infrastructure Solutions Group, LLC*)

Executive Summary

Staff recommends the acceptance of the McAlester Hydraulic Analysis Report from Infrastructure Solutions Group, LLC.

Dale Burke, P.E. President Infrastructure Solutions Group, LLC addressed the Council reviewing the Hydraulic Analysis Report that his company had performed. He reviewed the elements of the City's Hydraulic system, stating that there were 989,550 feet of water lines of varying sizes, with an estimated replacement cost of \$100 million. He informed the Council that there were 7,365 residential meters, 1003 commercial meters, 17 Master meters for the Rural Water Districts, 5 water towers with a total storage capacity of 4.2 million gallons, high service pumps at the plant, 2 booster pumps and 915 Hydrants. He reviewed the four (4) conditions that were evaluated which were Peak Hour, Average Day, Max Day, and Fire Flow and how each of those conditions affected that water system. He commented that when the Buffalo Tower was filled the other towers did not fill. He then reviewed the various improvements that could be made to the water system, the cost of those improvements and how those costs could be spread out over three (3) years. He updated the Council on the condition of the pipes in the City's water system.

There was discussion regarding the condition of the pipe and the type of pipe in the water system, the order of improvements, why the Buffalo Tower controlled the filling of the towers in the City, the nineteen (19) most critical issues, if other cities were experiencing the same issues, why spread the improvements over a period of years, when the bulk of the improvements would be completed, how long this project could take, funding options available and why the City needed to develop a Strategic Plan.

There was no further discussion, and a motion to accept the McAlester Hydraulic Analysis Report was made by Councilman Smith. The motion was seconded by Councilman Boatright, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, approval of a water rate increase for Rural Water Districts and Wholesale Customers. (*Sherri Swift, Chief Financial Officer*)

Executive Summary

Audit & Finance Committee and Staff both recommend a rate of \$5.79 to begin on August 1, 2020 thru June 30, 2021.

Mayor Browne addressed the Council explaining that the Audit & Finance Advisory Board had been looking at the City's water revenues and had noticed that the numbers for the Rural Water

Districts had been flat for several months. He added that it was discovered that the City was selling water to the Water Districts for less than what it cost to produce the water.

CFO Swift addressed the Council explaining that as of July 1, 2020, the rate that was being charged was \$3.79 and according to the water and sewer cost calculation provided by Crawford & Associates, PC, the cost to treat water was much higher than what was currently being billed to the Rural Water Districts.

There was discussion concerning what was included in the analysis that had been performed by Crawford & Associates, PC, what the rates were that the Rural Water Districts were billing their customers and if the Council had the authority to modify a contract.

Attorney Ervin stated that the City did not have the authority to unilaterally modify the contracts. He explained that when this information had been brought to staff's attention, they immediately revoked the offer that was sent out with the contracts. He stated that he believed that one contract had been signed and they immediately notified the other Districts that the City was rescinding the offered contract and they would be receiving a replacement. He added that the one that had been signed there was a severability clause that addressed anything that was found to be unconstitutional.

There was discussion regarding how to address the contract that had been signed, that the City had received an additional contract, and the date on the letter that was sent rescinding the original contract.

Jim Henley with Rural Water District #5 addressed the Council stating that his contract had been signed June 11<sup>th</sup> and dropped in the Utility payment drop box. He added that he did not know what day he signed for the letter of revocation. He questioned the items that were now being included in the cost to produce the water, explaining that in the past the rates were increased when improvements were made to the water treatment plant and when those improvements were paid for the rate was lowered.

There was a discussion concerning what was included in the calculation of the revised water rate and what costs would be included in future rates, how the rates got to be so far off within just a few years, where the figures came from, if this increase could be phased in over time, and waiting to send the contracts out until the rates had been reviewed.

A motion to accept the increased rate of \$5.79 billed to the Rural Water Districts and Wholesale Customers was made by Councilman Smith. The motion was seconded by Councilman Boatright.

Before the vote Councilman Prichard asked if this rate would also be billed to the customers that has already been signed. Attorney Ervin stated that there would be one (1) rate for all Water Districts.

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

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

Mayor Browne declared the motion carried.

There was a brief discussion concerning how the City Attorney should address the Rural Water Districts that may have been signed and received prior to the revocation letter being sent out.

No action resulted from that discussion.

4. Consider and act upon, accepting the bid amount of \$559,247.60 from APAC Central, Inc. and authorize the Mayor to sign the Notice of Award for the Street Overlay Project.  
*(Dalton Carlton, Public Works Director)*

Executive Summary

The recommendation is to accept the bid from APAC Central, Inc. for a total amount of \$559,247.60 and authorize the Mayor to sign the Notice of Award for the Street Overlay Project.

Public Works Director Carlton addressed the Council explaining how the list of streets were selected for this project and how an amount was calculated for a proposed budget for the project. He further explained that 2 bids had been received and opened at 2:00 P.M. on Monday, June 29, 2020 with APAC Central, Inc. being the apparent low bidder. He added that the City's crews could not do this number of streets in one (1) year and this project covered streets in each Ward.

There was discussion concerning if any of the streets on the project list had been compared to the water study, how many streets on the list were in Ward 5, which item this project was in the 5 Year CIP, that \$209,000.00 in funds had been left from the fiscal year 2019/2020 overlay program which had been added to this project and if this would fall into the Street prevention section of the CIP Plan.

A motion to accept a bid from APAC Central, Inc. in the amount of \$559,247.60 and authorize the Mayor to sign the Notice of Award for the Street Overlay Project was made by Councilman Smith and seconded by Councilman Boatright. There was no further discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

5. Consider and act upon, a resolution to adopt the terms and conditions of the USDA Rural Development Community Facilities Grant in the amount of \$9,700 and authorizing the City Manager to sign and execute the agreement. *(Stephanie Giacomo, Grant Administrator)*

Executive Summary

Staff recommends adoption of the resolution and grant agreement.

Manager Stasiak addressed the Council explaining that this was for the \$64,000.00 project to replace the roof at the Stipe Center, that had been discussed and accepted at the previous Council meeting. The resolution would adopt the terms and conditions of the grant in the amount of \$9,700.00.

A motion to adopt RESOLUTION NO. 20-14, adopting the terms and conditions of the USDA Rural Development Community Facilities Grant in the amount of \$9,700.00 and authorize the City Manager to sign and execute the agreement was made by Councilman Smith and seconded by Councilman Boatright. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

6. Consider and act upon, an amendment to an ordinance of the City of McAlester to clarify the repair, replacement, and maintenance of tin horns, etc. on commercial property.  
(*Oliver Skimbo, Environmental Projects Coordinator*)

Executive Summary

Motion to pass and approve an Ordinance amendment establishing the responsibility of repair, replacement, and maintenance of tin horns, etc. to commercial property owners.

Environmental Projects Coordinator Skimbo addressed the Council explaining that the Council had recently adopted an ordinance that allowed the City to help residences with the installation and maintenance of tin horns. He stated that some interest from commercial property owners had been expressed in joining the program and this ordinance would address that interest. He added that this ordinance established that it was the commercial property owner's responsibility to repair, replace and maintain tin horns on their property.

There was discussion regarding who would approve the permits, raising fees and authorizing the City Manager or his designated representative to approve the permits.

### **ORDINANCE NO. 2688**

**AN ORDINANCE AMENDING CHAPTER 94, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, OF THE MCALESTER CITY CODE, ARTICLE II, DIVISION 1, SECTION 94-35, PERMIT FOR INSTALLATION OF DRAINAGE STRUCTURES IN STREET DITCHES; AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 4, COST SHARING POLICY FOR PUBLIC WORKS PROJECTS, SECTION 2-440, STORM DRAINS AND CULVERTS; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.**

A motion to approve **ORDINANCE NO. 2688**, amending Section 94-35 and 2-440 of the City of McAlester Code of Ordinances was made by Councilman Smith and seconded by Councilman Boatright.

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

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

NAY: Councilmember Stevens

Mayor Browne declared the motion carried.

7. Consider and act upon, an amendment to a Professional Service Owner-Consultant Agreement with the City of McAlester (owner) and Meshek & Associates, LLC (consultant). This amendment will serve as an extension of the original contract by providing additional funding, updated billing rates (A1), with a similar scope of work. *(Oliver Skimbo, Environmental Projects Coordinator)*

Executive Summary

Motion to pass and approve a Professional Service Agreement amendment with Meshek & Associates, LLC for continuing the scheduled services and activities as both parties agree for a fee not to exceed \$50,000 or funds remaining.

Environmental Projects Coordinator Skimbo addressed the Council explaining that in July of 2008, the City Council had approved an agreement with Meshek & Associates, LLC as the engineering consultant for the Phase II Stormwater Management Program. He stated that since then the agreement has allowed Meshek & Associates to continue to keep the City in compliance with the Oklahoma Department of Environmental Quality (ODEQ), the Environmental Protection Agency (EPA) and the National Pollutant Discharge Elimination System (NPDES). He informed the Council that the agreement also allowed assistance with the City's Stormwater Management Program and Municipal Separate Storm Sewer Systems (MS4) reporting and permitting. He commented that there was currently a balance of \$4,731.15 remaining in the agreement and that amount would be carried over with the approval of this amendment. He added that this would be the first amendment to the original agreement and the City would be applying for a new permit.

there was no discussion, and a motion to amend the Profession Service Agreement with Meshek & Associates, LLC for continuing the scheduled services and activities as both parties agree for a fee not to exceed \$50,000 or funds remaining was made by Councilman Smith. The motion was seconded by Councilman Boatright, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried.

8. Consider, and act upon, an Ordinance amending Ordinance No. 2656 which established the budget for fiscal year 2019-2020; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Sherri Swift, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

CFO Swift addressed the Council explaining that this amendment was to move funds for Severance and Unused leave over \$25,000.00 that the City has incurred with the various retirements that have taken place over the past few months.

**ORDINANCE NO. 2689**

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

There was no other discussion, and a motion to approve **ORDINANCE NO. 2689**, was made by Councilman Smith. The motion was seconded by Councilman Boatright, and the vote was taken as follows:

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

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 discussion, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

9. Discussion on the option of using ad valorem taxes to fund the City of McAlester Capital Improvement Plan. (*Zach Prichard, Councilman Ward Six*)

Executive Summary  
Discussion.

Councilman Prichard addressed the Council commenting that he had been looking at the CIP Program for this fiscal year and would like to look at the possible use of Ad Valorem tax to help fund Capital Improvements. He added that this might be a good time to look into this.

Mayor Browne stated that he had researched the possibility and had not found where Ad Valorem could be used for Capital Improvement Plans but where it could be used for public utilities. he commented that until he had researched this topic, he was under the understanding that cities could not be used. He stated that he was waiting for a call from the Oklahoma Municipal League to get information on this. He added that it would have to be approved by the voters and it could not be more than 5% of the value of the property. He stated that he was interested in this option.

Councilman Prichard stated that Oklahoma City had done this.



Vice-Mayor Stevens stated that he would be interested in more information on this.

Mayor Browne asked that Councilman Prichard continue to research this.

No action was taken on this item.

### **New Business**

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

There was no new business.

### **City Manager's Report**

- Report on activities for the past two weeks.

Manager Stasiak reported unemployment in Oklahoma was at 12.6%, the Sales Tax receipts for July had been \$325,000.00 over budget and Use Tax receipts had been \$51,000.00 over budget. He stated that several employees had been brought back to work in addition to supplies being added back for those employees. He reported that Thursday, the City had received \$1,250,413.93 from the CARES Act and was in the final stages of outlining what to do with those funds. He stated that the fees that had been reduced or waived for the citizens until the first of June had totaled \$332,000.00. He commented that all three (3) basins at the West Wastewater Treatment plant had been cleaned and 1,272 yards of sludge had been removed. He stated that work had started on the East Plant today. He updated the Council on the activities at the Coal Creek Pump Station, and the road project on Pierce Avenue. He commented that Phase 2 of the ODOT project on Highway 69 was anticipated to be bid in October, award of the project should be in November and construction begin early in 2021. He added that the City had submitted an \$80,000.00 grant project for Rotary Park Walking Trail and new outdoor exercise equipment and had been tentatively received a \$64,000.00 grant for that project.

### **Remarks and Inquiries by City Council**

Vice-Mayor Stevens asked if the criteria for spending the funds from the CARES Act could be emailed to the Council and he encouraged everyone to wear masks in public.

Manager Stasiak stated that those funds were reimbursement and came with no direction on how to spend it. He added that other cities had contacted the City to find out how to apply for those funds.

Councilman Brown welcomed Councilman Boatright to the Council.

Councilman Boatright thanked everyone and stated that he was looking forward learning more and to doing more projects.

Councilman Prichard asked if the ODOT project that was going out for bid would include the traffic signal at the Retail Development, when he expected to receive a proposal from the FOP and he would like to see an ordinance drafted regarding masks and a Special Meeting scheduled to address that matter.

Manager Stasiak stated that the signal light was not part of the ODOT bid it was the overpass that completes Phase 1 and the traffic signal was the responsibility of the developer. He stated that they met with the FOP last Friday but were not in a position to accept their proposal and the FOP was going back to their members. He added he hoped that another meeting could be scheduled later this week.

Mayor Browne encouraged any Council member interested in having a Special Meeting to address the use of masks to email the City Manager's office and it could be determined if it was the will of the Council to hold a Special Meeting.

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

#### **Mayor's Comments and Committee Appointments**

Mayor Browne welcomed Councilman Boatright to the Council and commented that the first six (6) months would be a learning experience. He added that any of the other Councilmembers would be willing to help in any way. He congratulated Councilman Smith on his re-election and commended the other candidates for their work during the election. He stated that had met with a citizens committee at Hunter Park. He stated that they would like to make that park viable again and he commented that Michael J. Hunter had been a Vietnam veteran, was a Purple Heart and Bronze Star Medal recipient and had died helping another soldier. He added that there was a Facebook group, "The Hunter Park Project" that was working toward the cleanup and improvement of that Park. He ended by encouraging everyone to wear masks when in public.

#### **Recess Council Meeting**

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

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

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

Mayor Browne declared the motion carried and the meeting was recessed at 8:27 P.M.

#### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 8:27 P.M.

### **Adjournment**

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

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

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

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:29 P.M.

ATTEST:

\_\_\_\_\_  
John Browne, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

**CLAIMS FROM**

**July 08, 2020**

**Thru**

**July 21, 2020**

7/22/2020 1:52 PM  
 PACKET : 19090 19103 19107 19119 19120 19122  
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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	JESS WILSON	I-202007093257	01 -4-0-430	FIRING RANGE JESS WILSON:FIRING RANGE DEP	096564	200.00
01-A00026	AT & T LONG DISTANCE					
		I-202007143259	01 -5215315	TELEPHONE UTI AT & T LONG DISTANCE	096565	32.23
01-A00202	ADT SECURITY SERVICES					
		I-774327569	01 -5542308	CONTRACTED SE SECUR ALARM 7/1-8/15/20 STIPE	000000	49.26
01-A00267	AIRGAS, INC					
		I-9102934554	01 -5432202	OPERATING SUP CYL RENT/SUPPLIES	000000	114.43
		I-9972046445	01 -5544203	REPAIRS & MAI CYLINDER RENTALS	000000	80.80
01-A00362	VYVE BROADBAND					
		I-202007083245	01 -5542328	INTERNET SERV JULY 2020-PARKS SHOP	096418	77.31
		I-202007083245	01 -5548328	INTERNET SERV JULY 2020-FAC MAINT	096418	77.32
		I-202007083245	01 -5865328	INTERNET SERV JULY 2020-STREET/TRAFF CONT	096418	77.32
		I-202007083245	01 -5431328	INTERNET SERV JULY 2020-TRAINING CENTER	096418	106.20
		I-202007083250	01 -5431328	INTERNET SERV JULY 2020-N. FIRE STATION	096418	62.95
01-A00465	R&D COMMUNICATIONS INC					
		I-19603697	01 -5548316	REPAIRS & MAI CHANGE CODE ON TORNADO SIRENS	000000	133.77
01-B00180	UNION IRON WORKS, INC.					
		I-S2205492.001A	01 -5548203	REPAIRS & MAI REPAIR&MAINT ITEMS	000000	19.35
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2673863.001	01 -5548203	REPAIRS & MAI BUILDING MAINT SUPPLIES	000000	27.69
01-C00100	CLEET					
		I-202007073238	01 -2100	CLEET PAYABLE JUNE 2020-CLEET	096420	5,017.29
01-C00149	CANON FINANCIAL SERVICE					
		I-21675615	01 -5215312	EQUIPMENT REN JUL 20 COPIER LEASE- UB&C	096566	101.00
		I-21675615	01 -5321202	OPERATING SUP JUL20 COPIER LEASE-PATROL	096566	306.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-202007143260	01 -5215314	GAS UTILITY JUNE 2020-802 E HARRISON	096567	29.68
		I-202007143260	01 -5215314	GAS UTILITY JUNE 2020-RESERVE BLDG	096567	43.02
		I-202007143260	01 -5215314	GAS UTILITY JUNE 2020-FIRE STATION #2	096567	38.94
01-C00840	CRAWFORD & ASSOCIATES P					
		I-13627	01 -5215302	CONSULTANTS PREP BUDGET FY 20	000000	1,711.25
01-D00097	DASH MEDICAL GLOVES, IN					
		I-203806	01 -5432202	OPERATING SUP EMS HI RISK GLOVES C-19	000000	271.60
		I-INV1204317	01 -5653213	SAFETY EXPENS CASE NITRILE GLOVES C19	000000	77.90
		I-INV1205778	01 -5432202	OPERATING SUP GLOVES COVID-19	000000	207.70

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00232	DELL MARKETING L.P.	I-10408451046	01 -5225349	SOFTWARE MAIN ANN SUP&SUB-SONICWALL	000000	1,449.58
01-D00402	DIAMOND TROPHY & ENGRAV	I-20191511	01 -5101319	MISCELLANEOUS COUNCILWOMAN M.HARRISON	000000	54.95
01-D00540	DOLESE BROTHERS	I-RM20035748	01 -5865218	STREET REPAIR PIERCE ST	000000	3,534.00
		I-RM20036618	01 -5865218	STREET REPAIR PIERCE ST	000000	1,391.50
		I-RM20036921	01 -5865218	STREET REPAIR PIERCE ST	000000	2,418.00
		I-RM20037726	01 -5865218	STREET REPAIR PIERCE ST	000000	744.00
		I-RM20038375	01 -5865218	STREET REPAIR PIERCE ST	000000	2,376.00
01-D00684	DR. JASON MCELYEA	I-202007073235	01 -5432308	CONTRACTED SE CONTRACT SVC 06/16-06/30/20	096422	1,071.00
01-D00731	DUDE SOLUTIONS INC. DBA	I-INV-68371	01 -5225349	SOFTWARE MAIN ANN HOSTING INVENTORYEDGE	000000	2,756.73
01-E00267	ERVIN & ERVIN SPECIAL P	I-JULY 20,2020	01 -5214302	CONSULTANTS WHOLE RURAL WATER PURCHAS	096576	860.00
		I-JULY 20,2020	01 -5214302	CONSULTANTS COMMUNICATION CBA/FOP	096576	500.00
01-F00032	FASSIO'S FITNESS, LLC	I-000013	01 -5321330	DUES YEARLY MEMEBERSHIP	000000	1,500.00
		I-000015	01 -5431330	DUES & SUBSCR ANNUAL MEMBERSHIP	000000	1,500.00
01-G00010	G C RENTAL CENTER, INC	I-637400	01 -5865218	STREET REPAIR CON TROWEL	000000	34.00
01-H00129	HEALTH CARE SERVICE COR	I-239026 JUNE 2020	01 -5653308	CONTRACTED SE COBRA ADMIN FY 19/20	000000	85.00
01-I00120	TYLER TECHNOLOGIES	I-045-304423	01 -5225349	SOFTWARE MAIN ANN TIME&ATTENDANCE	000000	6,366.94
		I-130-14099	01 -5225349	SOFTWARE MAIN ANN PUBLIC SAFETY SU	000000	29,158.26
01-L00067	COMPLIANCE RESOURCE GRO	I-58953	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	000000	50.00
		I-58954	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	000000	50.00
		I-58955	01 -5653348	DRUG TESTING/ RANDOM DRUG TESTING	000000	156.00
01-L00388	LIFE-ASSIST, INC	I-1016617	01 -5432202	OPERATING SUP EMS SUPPLIES	000000	212.58
01-L00428	LOWE'S CREDIT SERVICES	I-902571	01 -5542203	REPAIRS & MAI REPLACEMENT PARTS EQUIPME	000000	70.70
		I-902915	01 -5548203	REPAIRS & MAI BUILDING MAINT SUPPLIES	000000	61.51

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00570	MCKESSON MEDICAL-SURGIC	I-09912392	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	000000	590.66
01-M00578	MRHC WELLNESS CENTER	I-202007223268	01 -5653215	AWARDS/NUC PR 6 MNTH MEMB 9/1/20-2/28/21	000000	1,500.00
01-M00620	MSDSOONLINE, INC.	I-222337	01 -5653213	SAFETY EXPENS SUBSCRIPTION RENEWAL	000000	2,120.00
01-MC0098	MCAFEES & TAFT	I-601626	01 -5210302	CONSULTANTS/L LEGAL FEES -OPEN PO	000000	572.00
01-MC0170	MCALESTER REGIONAL HOSP	I-CITYMCALDRUG 06/20	01 -5653348	DRUG TESTING/ DRUG SCREEN-NEW HIRE	000000	45.00
		I-CITYMCALEMP 06/20	01 -5653348	DRUG TESTING/ DRUG SCREEN-NEW HIRE	000000	392.00
01-N00250	MCALESTER NEWS CAPITAL	I-20/21 SUBSCRIPTION	01 -5431330	DUES & SUBSCR 20/21 ANN SUBSCRIPTION	000000	203.88
		I-300030383	01 -5212317	ADVERTISING & A/P DEBTORS NOTICE	000000	18.10
01-000054	OHD, LLLP	I-70378	01 -5653213	SAFETY EXPENS QUANTIFIT ANN CAL&MAINT	000000	860.00
01-000219	OKLA BUREAU OF NARCOTIC	I-202007073236	01 -2103	OBN PAYABLE ( JUNE 2020-OBN FEES	096424	10.00
01-000358	OKLA ST DEPT OF HEALTH	I-202007093255	01 -5432202	OPERATING SUP CORY VAUGHN EMS LIC RENEWAL	096429	32.50
01-000530	OML-OK MUNICIPAL LEAGUE	I-076149	01 -5213330	DUES & SUBSCR 20/21 OK MUN JUD ASSO DUE	000000	50.00
		I-076230	01 -5101330	DUES & SUBSCR MAYOR COUNCIL OF OK MEMB	000000	300.00
01-000556	OMAG-OK MUNICIPAL ASSUR	I-1ST QRT PREMUIM	01 -5215321	AUTO INSURANC 20/21ANN AUTO&EQU P	000000	9,436.63
		I-1ST QRT PREMUIM	01 -5215322	LIABILITY INS 20/21 ANN LIABILITY	000000	14,174.61
		I-BND 7015815 03	01 -5215322	LIABILITY INS BLANKET BOND FY 20/21-GEN FUND	000000	498.86
		I-PRO 1400415 04 1ST	01 -5215322	LIABILITY INS 20/21GEN FUN PROP PR	000000	14,581.75
01-000595	OSBI	I-202007073237	01 -2101	AFIS PAYABLE JUNE 2020-AFIS FEES	096425	4,871.31
		I-202007073237	01 -2102	FORENSICS PAY JUNE 2020-FORENSIC FEES	096425	4,666.44
01-000600	OSU-FIRE SERVICE TRAINI	I-2590	01 -5432330	DUES & SUBSCR HEARTSAVER CPR CARDS	000000	140.00
01-P00023	P & K EQUIPMENT, INC	I-3771380	01 -5542316	REPAIRS & MAI REPLACEMENT PARTS EQUIPME	000000	199.40

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01-P00337	PITTS COUNTY CRIMINAL J	I-JUNE2020	01 -5213335	COUNTY INCARC JUNE 2020 INCARCERATION	000000	1,804.00
01-P00341	PITTS. COUNTY HEALTH DE	I-05/12/20	01 -5653348	DRUG TESTING/ 05/12/20 J.R.	000000	50.00
01-P00510	PRO-KIL, INC	I-185157	01 -5431316	REPAIRS & MAI PEST CONTROL-N FIRE STATI	000000	96.00
		I-185158	01 -5431316	REPAIRS & MAI PEST CONTROL-S FIRE STATI	000000	96.00
		I-185159	01 -5431316	REPAIRS & MAI PEST CONTROL-MAIN FIRE ST	000000	96.00
01-P00560	PSO/SOUTHWESTERN ELECTR	I-202007083246	01 -5215313	ELECTRIC UTIL JUNE 2020-STREET LIGHTS	096426	11,720.03
		I-202007083246	01 -5215313	ELECTRIC UTIL JUNE 2020-GENERAL	096426	10,347.52
		I-202007083246	01 -5551313	ELECTRIC UTIL JUNE 2020-FED BLDG	096426	3,012.43
		I-202007083246	01 -5215313	ELECTRIC UTIL JUNE 2020-OKLA	096426	66.40
		I-202007083246	01 -5215313	ELECTRIC UTIL JUNE 2020-ARVEST PARK	096426	59.44
01-R00287	REVIZE LLC	I-10134	01 -5225349	SOFTWARE MAIN ANNUAL SUP&HOST WEBSITE	000000	4,800.00
01-R00413	RLI INSURANCE COMPANY	I-1150981	01 -5215322	LIABILITY INS SURETY BOND:ASST CM	000000	1,235.00
01-R00469	REGIONAL ORGANIZED CRIM	I-0051916-IN	01 -5320308	CONTRACTED SE 20/21 SERVICE FEE	000000	300.00
01-S00013	SAF-T-GLOVE INC	I-931993-00	01 -5653213	SAFETY EXPENS DISPOSABLE FACE MASKS C19	000000	923.34
		I-932624-00	01 -5653213	SAFETY EXPENS SURGICAL TYPE MASKS C-19	000000	922.49
01-S00190	SECURITY SYS. & ENG. IN	I-32756	01 -5548316	REPAIRS & MAI SVC CALL-REPAIR ALARM@LIBRARY	000000	123.00
01-S00807	STERLINTON MEDICAL	I-19743	01 -5653213	SAFETY EXPENS AED BATT-CARDIAC SCI	000000	369.00
		I-19743	01 -5653213	SAFETY EXPENS SHIPPING	000000	15.00
		I-19743	01 -5653213	SAFETY EXPENS ADULT AED PADS-CARDI	000000	46.00
01-T00010	T. H. ROGERS LUMBER CO.	I-582255	01 -5865218	STREET REPAIR FORMING MATERIALS	000000	77.26
		I-582770	01 -5865218	STREET REPAIR FORMING MATERIALS	000000	84.60
01-T00320	THYSSENKRUPP ELEVATOR C	I-3005329969	01 -5551318	ELEVATOR MAIN ELEVATOR MAINT	000000	681.65
		I-3005345264	01 -5548318	ELEVATOR MAIN ELEVATOR MAINT LIBRARY	000000	601.28
		I-3005346087	01 -5548318	ELEVATOR MAIN ELEVATOR MAINT EXPO	000000	620.84
		I-3005348652	01 -5548318	ELEVATOR MAIN ELEVATOR MAINT C.H.	000000	620.84



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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00020	UNITED STATES CELLULAR	I-202007083249	01 -5544328	INTERNET SERV JULY 2020-INTERNET SBC	096428	43.29
01-W00040	WALMART COMMUNITY BRC	I-01127	01 -5431202	OPERATING SUP OPERATING SUPPLIES C19	000000	102.16
		I-05805	01 -5431202	OPERATING SUP OPERATING SUPPLIES C19	000000	43.99
01-W00193	HTW ENTERPRISES INC dba	I-73316	01 -5321202	OPERATING SUP CHANGE OR NUMBER UNITS	000000	45.00
01-W00371	WILLIAMS SCOTSMAN, INC.	I-7935969	01 -5865312	EQUIPMENT REN OFFICE RENT-STREETS	000000	318.87
			FUND 01 GENERAL FUND	TOTAL:		159,848.33

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01-A00103	ACCURATE LABS & MINING	I-SU32122	02 -5973203	REPAIRS & MAI LAB TESTING SUPPLIES	000000	239.22
01-A00362	VYVE BROADBAND	I-202007083250	02 -5975328	INTERNET SERV JULY 2020-HEREFORD LN	096418	74.23
01-A00423	ALLIED WASTE SERVICES O	I-375-000445636	02 -5866306	CONTRACTED RE JUNE 2020 CONTRACT RES TRASH	000000	60,490.83
		I-375-000445636	02 -5866306	CONTRACTED RE JUNE 2020 CONTRACT COMM TRASH	000000	102,548.97
01-A00768	AT&T CORP DBA ACC BUSIN	I-202007083247	02 -5267315	TELEPHONE UTI JUNE 2020-BRIDGE FED BLDG/C.H.	096419	1,450.00
01-B00314	BIO-AQUATIC TESTING, IN	I-00056513	02 -5973304	LAB TESTING QUARTERLY RE-TEST FEE	000000	1,346.00
01-C00320	CENTERPOINT ENERGY ARKL	I-202007143260	02 -5267314	GAS UTILITY JUNE 2020-301 E POLK	096567	47.09
01-C00840	CRAWFORD & ASSOCIATES P	I-13627	02 -5216302	CONSULTANTS WATER&SEWER COST ANALYSIS	000000	1,242.50
01-E00238	ENVIRONMENTAL RESOURCE	I-55130	02 -5973304	LAB TESTING MONTHLY TESTING FEE	000000	420.00
01-F00037	FASTENAL	I-OKMCA178769	02 -5975204	SMALL TOOLS BLADES & TOOLS	000000	32.95
01-F00251	FORT COBB FUEL AUTHORIT	I-202007083248	02 -5267314	GAS UTILITY JUNE 2020-GAS HEREFORD LN	096423	17.74
01-I00187	WATER HOLDINGS ACQUISIT	I-52798	02 -5974302	CONSULTANTS WATER HOLDINGS ACQUISITION LLC	000000	114,181.69
01-J00149	JARED MCCABE	I-967898	02 -5973316	REPAIRS & MAI CRANE USE W PLANT CLARIFI	000000	300.00
01-K00210	KIAMICHI ELECTRIC COOP.	I-202007143258	02 -5267313	ELECTRIC UTIL JUNE 2020-UTM ELECTRIC	096569	610.77
01-L00428	LOWE'S CREDIT SERVICES	I-9902681	02 -5975209	UTILITY MAINT HAND TOOLS	000000	243.83
01-O00075	O'REILLY AUTO PARTS	C-0230-342346	02 -5975339	VEHICLE/EQUIP CREDIT	000000	56.07-
		I-0230-342345	02 -5975339	VEHICLE/EQUIP OIL,U-JOINT,THREADLOCK	000000	56.07
		I-0230-343152	02 -5975339	VEHICLE/EQUIP MEGACRIMP	000000	16.18
01-O00556	OMAG-OK MUNICIPAL ASSUR					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000556	OMAG-OK MUNICIPAL ASSUR	continued				
	I-1ST QRT PREMUIM	02	-5267321	AUTO INSURANC 20/21ANN AUTO&EQUP PERM	000000	2,077.88
	I-1ST QRT PREMUIM	02	-5267322	LIABILITY INS 20/21 ANN LIABILITY	000000	3,840.52
	I-BND 7015815 03	02	-5267322	LIABILITY INS BLANKET BOND FY 20/21-MPWA	000000	150.57
	I-PRO 1400415 04 1ST	02	-5267322	LIABILITY INS 20/21MPWA PROP PREM	000000	6,168.00
01-P00560	PSO/SOUTHWESTERN ELECTR					
	I-202007023234	02	-5267313	ELECTRIC UTIL JUNE 2020-MPWA ELECTRIC	096426	30,564.56
01-S00580	AT & T					
	I-202007143261	02	-5267315	TELEPHONE UTI JUNE 2020-MPWA	096570	3,836.41
	I-202007143262	02	-5267315	TELEPHONE UTI JULY 2020-MPWA	096570	5,092.83
	I-202007143262	02	-5267315	TELEPHONE UTI JULY 2020-DATA LINE	096570	970.00
01-S00704	BRAVADO WIRELESS FORMER					
	I-0307942	02	-5973328	INTERNET SERV JULY 2020-INTERNET W WW PLANT	096427	80.08
01-T00052	TECHNICAL PROGRAMMING S					
	I-106684	02	-5216336	MAILING FEES UB&C MAILING FEE Z1	000000	794.41
	I-106684	02	-5216317	POSTAGE UB&C POSTAGE FEE Z1	000000	1,208.82
	I-106684	02	-5216336	MAILING FEES UB&C MAILING FEE Z4	000000	15.17
	I-106684	02	-5216317	POSTAGE UB&C POSTAGE FEE Z4	000000	36.00
01-U00049	U.S. PAYMENTS, LLC					
	I-020380	02	-5216341	PAYSITE KIOSK KIOSK TRANSACTION FEES	000000	298.50
	I-020380	02	-5216341	PAYSITE KIOSK CARD PROCESSING FEES	000000	119.63
01-U00051	UTILITY SUPPLY CO., INC					
	I-138901	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	185.65
	I-138903	02	-5975230	SEWER MAIN RE SEWER REPAIR ITEMS	000000	140.62
	I-138904	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	16.26
	I-138905	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	205.00
	I-138907	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	52.76
	I-138908	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	26.03
	I-139142	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	177.24
	I-139143	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	49.23
	I-139144	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	250.08
	I-139145	02	-5975230	SEWER MAIN RE SEWER REPAIR ITEMS	000000	4.38
	I-139146	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	4,470.04
	I-139470	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	466.28
	I-139472	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	96.60
	I-139637	02	-5975230	SEWER MAIN RE SEWERLINE REPAIR ITEMS	000000	25.00
	I-139638	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	61.82
	I-139639	02	-5975235	WATER MAIN RE WATERLINE REPAIR ITEMS	000000	30.14
01-U00052	UTILITY TECHNOLOGY SERV					
	I-S103538828.001	02	-5975211	WATER METERS METERS	000000	7,285.00
01-W00371	WILLIAMS SCOTSMAN, INC.					

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PACKET : 19090 19103 19107 19119 19120 19122

/ENDOR SET: Mult

FUND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00371	WILLIAMS SCOTSMAN, INC.	continued				
	I-7921852		02 -5864312	EQUIPMENT REN OFFICE RENT-LANDFILL07/20	000000	334.78
				FUND 02 MPWA	TOTAL:	352,392.29

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FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000556	OMAG-OK MUNICIPAL ASSUR					
	I-1ST QRT PREMUIUM	03 -5876321	AUTO INSURANC	20/21ANN AUTO & EQUIP PERM	000000	35.13
	I-1ST QRT PREMUIUM	03 -5876322	INSURANCE/BON	20/21 ANN LIABILITY	000000	8.25
	I-BND 7015815 03	03 -5876322	INSURANCE/BON	BLANKET BOND FY 20/21-AIRPORT	000000	7.66
	I-PRO 1400415 04 1ST	03 -5876322	INSURANCE/BON	20/21AIRPORT PROP PR	000000	2,249.00
	FUND	03	AIRPORT AUTHORITY	TOTAL:		2,300.04

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PACKET : 19090 19103 19107 19119 19120 19122

/ENDOR SET: Mult

FUND : 05 PARKING AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PSO/SOUTHWESTERN ELECTR	I-202007083246	05 -5218313	ELECTRIC UTIL JUNE 2020-PARKING AUTHORITY	096426	91.31
			FUND	05 PARKING AUTHORITY	TOTAL:	91.31

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FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000556	OMAG-OK	MUNICIPAL ASSUR				
		I-1ST QRT PREMUIM	08 -5549321	AUTO INSURANC 20/21ANN AUTO & EQUIP PERM	000000	231.63
		I-1ST QRT PREMUIM	08 -5549322	LIABILITY INS 20/21 ANN LIABILITY	000000	856.35
		I-BND 7015815 03	08 -5549322	LIABILITY INS BLANKET BOND FY 20/21-NUTRITIO	000000	31.75
			FUND	08 NUTRITION	TOTAL:	1,119.73

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PACKET : 19090 19103 19107 19119 19120 19122

VENDOR SET: Mult

FUND : 26 EDUCATIONAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0145	MCALESTER PUBLIC SCHOOL					
		I-07282020-SALES TAX	26 -5211627	TRANSFER - MC JULY 2020-MNTHLY SALES TAX	000000	45,605.42
				FUND 26 EDUCATIONAL FUND	TOTAL:	45,605.42



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PACKET : 19090 19103 19107 19119 19120 19122

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-PRO 1400415 04 1ST	27 -5655322	LIABILITY INS 20/21TOURISM PROP PR	000000	188.25
				FUND 27 TOURISM FUND	TOTAL:	188.25

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 PACKET : 19090 19103 19107 19119 19120 19122  
 VENDOR SET: Mult  
 FUND : 28 SE EXPO CENTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	I-21592952	28 -5654202	OPERATING SUP JULY 20 COPIER LEASE-EXPO	096566	77.00
01-C00320	CENTERPOINT ENERGY ARKL	I-202007143260	28 -5654314	GAS UTILITY JUNE 2020-EXPO	096567	372.33
01-000556	OMAG-OK MUNICIPAL ASSUR	I-1ST QRT PREMUI	28 -5654321	AUTO INSURANC 20/21ANN AUTO & EQUIP PERM	000000	106.13
		I-1ST QRT PREMUI	28 -5654322	LIABILITY INS 20/21 ANN LIABILITY	000000	698.44
		I-BND 7015815 03	28 -5654322	LIABILITY INS BLANKET BOND FY 20/21-SE EXPO	000000	29.57
		I-PRO 1400415 04 1ST	28 -5654322	LIABILITY INS 20/21SE EXPO PROP PR	000000	6,987.00
01-S00580	AT & T	I-202007143261	28 -5654315	TELEPHONE UTI JUNE 2020-ATM LINE @ EXPO	096570	235.51
		I-202007143262	28 -5654315	TELEPHONE UTI JULY 2020-ATM LINE @ EXPO	096570	471.02
01-S00704	BRAVADO WIRELESS FORMER	I-0307942	28 -5654328	INTERNET SERV JULY 2020-INTERNET EXPO	096427	80.08
			FUND	28 SE EXPO CENTER	TOTAL:	9,057.08

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 PACKET : 19090 19103 19107 19119 19120 19122  
 VENDOR SET: Mult  
 FUND : 29 E-911

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00144	COMPUTER PROJECTS OF IL	I-20-07-109ME	29 -5324308	CONTRACTED SE OLETS LICENSE & MAINT	000000	2,160.00
01-C00146	CANADIAN VALLEY TELEPHO	I-1974SZ00801.092	29 -5324315	TELEPHONE UTI JULY 2020-911 CO TRUNK LINE	096421	113.36
01-C00856	CROSS TELEPHONE	I-ESMAC_1985_2007	29 -5324315	TELEPHONE UTI JULY 2020 911 CO TRUNK LINE	096568	381.78
01-G00374	GRAND TETON BOTTLING CO	I-229138	29 -5324202	OPERATING SUP DRINKING WATER	000000	0.50
01-000556	OMAG-OK MUNICIPAL ASSUR	I-1ST QRT PREMUIM	29 -5324321	AUTO INSURANC 20/21ANN AUTO & EQUIP PERM	000000	35.13
		I-1ST QRT PREMUIM	29 -5324322	LIABILITY INS 20/21 ANN LIABILITY	000000	856.30
		I-BND 7015815 03	29 -5324322	LIABILITY INS BLANKET BOND FY 20/21-E911	000000	12.59
01-S00580	AT & T	I-202007143261	29 -5324315	TELEPHONE UTI JUNE 2020-911 WIRELESS LINE	096570	228.36
		I-202007143262	29 -5324401	CAPITAL OUTLA JULY 2020-EQUIP LEASE	096570	2,403.33
			FUND 29 E-911	TOTAL:		6,191.35

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 PACKET : 19090 19103 19107 19119 19120 19122  
 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-21592952	30 -5652202	OPERATING SUP JUL20COPIER LEASE-ECON DE	096566	28.00
01-E00267	ERVIN & ERVIN SPECIAL P	I-JULY 20,2020	30 -5652302	CONSULTANTS COMMUNICATION W/CITY STAF	096576	220.00
01-N00250	MCALESTER NEWS CAPITAL	I-657	30 -5652317	ADVERTISING & "THANK YOU:ESSENTIAL WORK	000000	180.00
01-T00231	THE SPECTRUM GROUP MEMB	I-13192	30 -5652302	CONSULTANTS PROFESSIONAL ADVOCACY SVC	000000	5,000.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	5,428.00

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PACKET : 19090 19103 19107 19119 19120 19122

VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.	I-40695530-00	32 -5215213	STREETSCAPE CHOWTAW AVE BUMPOUTS IRRI	000000	244.52
01-L00428	LOWE'S CREDIT SERVICES	I-14976	32 -5215213	STREETSCAPE MULCH CHOTAW AVE BUMPOUTS	000000	378.40
			FUND 32	GRANTS & CONTRIBUTIONS TOTAL:		622.92

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PACKET : 19090 19103 19107 19119 19120 19122

VENDOR SET: Mult

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALESTER NEWS CAPITAL	I-300030524	33 -5971521	2019 CDBG PRO 2019 CDBG SEWER PROJECT BID AD	000000	158.84
01-S00949	SUNRISE CONSTRUCTION, L	I-PAY APP #5	33 -5971521	2019 CDBG PRO 2019 CDBG SEWER PROJECT	000000	21,232.50
			FUND	33 CDBG GRANTS FUND	TOTAL:	21,391.34

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 /ENDOR SET: Mult  
 FUND : 35 FLEET MAINTENANCE

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/ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS					
		C-8117018474903	35 -5862203	REPAIRS & MAI CREDIT	000000	9.37-
		C-8117019675063	35 -5862203	REPAIRS & MAI CREDIT ENGINE-3	000000	55.34-
		I-8117018247728	35 -5862203	REPAIRS & MAI PD-36	000000	40.44
		I-8117018363681	35 -5862203	REPAIRS & MAI PD-36	000000	18.74
		I-8117018439293	35 -5862203	REPAIRS & MAI STOCK	000000	9.37
		I-8117018474897	35 -5862203	REPAIRS & MAI PD-59	000000	143.97
		I-8117018974960	35 -5862203	REPAIRS & MAI SHOP	000000	269.97
		I-8117018974965	35 -5862203	REPAIRS & MAI CID PD TAURUS	000000	113.89
		I-8117019539830	35 -5862203	REPAIRS & MAI FIRE ENGINE-3	000000	6.22
		I-8117019575048	35 -5862203	REPAIRS & MAI ENGINE-3	000000	117.12
01-J00002	J & R EQUIPMENT LLC					
		I-01P5237	35 -5862203	REPAIRS & MAI POWER BELT FOR FLUSH TLR	000000	721.22
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-114184	35 -5862203	REPAIRS & MAI UTM-13	000000	17.18
		I-114585	35 -5862203	REPAIRS & MAI G-7	000000	36.53
		I-114609	35 -5862203	REPAIRS & MAI UTM-42	000000	21.99
		I-114846	35 -5862203	REPAIRS & MAI FM-MOWER LIFT	000000	101.71
		I-115046	35 -5862203	REPAIRS & MAI S-37	000000	169.00
01-N00270	NIX AUTO CENTER, INC.					
		I-342840	35 -5862203	REPAIRS & MAI FIRE CHIEF	000000	74.24
01-N00271	FREEDOM FORD INC					
		I-98209	35 -5862317	EMERGENCY VEH EMER STROBE LIGHT PD-58	000000	320.11
01-O00075	O'REILLY AUTO PARTS					
		C-0230-349312	35 -5862203	REPAIRS & MAI WP-19 RETURN	000000	12.68-
		C-0230-349894	35 -5862203	REPAIRS & MAI WARRANTY RETURN	000000	171.09-
		C-0230-350007	35 -5862203	REPAIRS & MAI CORE RETURN	000000	18.00-
		I-0230-301953	35 -5862203	REPAIRS & MAI LIFT SUPPORT	000000	34.36
		I-0230-336422	35 -5862203	REPAIRS & MAI HI-PWR BELT	000000	30.60
		I-0230-346072	35 -5862203	REPAIRS & MAI PD-59	000000	164.17
		I-0230-346986	35 -5862203	REPAIRS & MAI PD-59	000000	180.47
		I-0230-347452	35 -5862203	REPAIRS & MAI UTM-42	000000	110.58
		I-0230-347566	35 -5862203	REPAIRS & MAI PD EXPLORERS/CID POOL	000000	141.54
		I-0230-347575	35 -5862203	REPAIRS & MAI INVENTORY	000000	52.96
		I-0230-348042	35 -5862203	REPAIRS & MAI AMBULANCE	000000	39.15
		I-0230-348997	35 -5862203	REPAIRS & MAI PD-71	000000	44.59
		I-0230-349248	35 -5862203	REPAIRS & MAI WP-19	000000	3.93
		I-0230-349249	35 -5862203	REPAIRS & MAI WP-19	000000	11.70
		I-0230-349292	35 -5862203	REPAIRS & MAI CLAMPS/PIPE	000000	12.68
		I-0230-349303	35 -5862203	REPAIRS & MAI WP-19	000000	9.20
		I-0230-349410	35 -5862203	REPAIRS & MAI WARRANTY EXCHANGE	000000	171.09
		I-0230-349582	35 -5862203	REPAIRS & MAI PK-6	000000	44.06
		I-0230-349598	35 -5862203	REPAIRS & MAI PD-91	000000	82.56
		I-0230-349694	35 -5862203	REPAIRS & MAI SHOP	000000	47.76

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FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS					
	I-0230-349859	35	-5862203	REPAIRS & MAI MEDIC-2	000000	205.39
	I-0230-349896	35	-5862203	REPAIRS & MAI MEDIC-2	000000	43.70
	I-0230-349919	35	-5862203	REPAIRS & MAI PK-65	000000	75.54
	I-0230-349992	35	-5862203	REPAIRS & MAI WW-7	000000	156.45
	I-0230-350177	35	-5862203	REPAIRS & MAI PD-69	000000	536.86
01-P00023	P & K EQUIPMENT, INC					
	I-3784076	35	-5862203	REPAIRS & MAI SB-19	000000	161.56
01-T00151	T & W TIRES, LLC					
	I-1250002832	35	-5862203	REPAIRS & MAI LF-9	000000	173.05
	I-1250002926	35	-5862317	EMERGENCY VEH TIRES FOR PD DODGE CHARGE	000000	2,518.00
	I-1250002932	35	-5862317	EMERGENCY VEH TIRES FOR PD FORD EXPLORE	000000	1,654.80
	I-1250002951	35	-5862203	REPAIRS & MAI TIRES W/RIM PK-65 SKID	000000	520.00
01-W00195	WELDON PARTS INC.					
	I-2495089-00	35	-5862203	REPAIRS & MAI FIRE-8, UTM-16, STREES-16	000000	328.40
	I-2497845-00	35	-5862203	REPAIRS & MAI LADDER-1	000000	7.89
	I-2500438-00	35	-5862203	REPAIRS & MAI S-7	000000	229.56
	I-2504250-00	35	-5862203	REPAIRS & MAI FIRE ENGINE-3	000000	30.10
	I-2505038-00	35	-5862203	REPAIRS & MAI S-53	000000	12.93
01-W00371	WILLIAMS SCOTSMAN, INC.					
	I-7935968	35	-5862312	EQUIPMENT REN OFFICE RENT-FLEET MAINT	000000	318.87
				FUND	35	FLEET MAINTENANCE
				TOTAL:		10,069.72



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VENDOR SET: Mult

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00653	CONSOLIDATED BENEFITS R	I-2974	36 -5215315	THIRD PARTY A W/C ADMIN FEES	000000	1,750.00
			FUND	36 WORKER'S COMPENSATION	TOTAL:	1,750.00

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FUND : 41 CIP FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00094	BANCFIRST-MCALESTER	I-07282020-INTREST	41 -5862501	FLEET VEHICLE INTREST ONLY 1ST DRAW 11 VEH	000000	528.13
01-E00196	EMERGENCY SERVICE SYSTE	I-16153	41 -5431401	CAPITAL OUTLA AMBULANCE REMOUNT	000000	36,355.00
01-F00170	FIRST NATIONAL BANK	I-07282020-LN#137306	41 -5975501	LEASE PAYMENT 2018 DUMP TRUCK INTREST	000000	349.35
		I-07282020-LN#137306	41 -5975501	LEASE PAYMENT 2018 DUMP TRUCK PRINCIPAL	000000	2,227.29
		I-07282020-LN#137307	41 -5862501	FLEET VEHICLE 2018 FORD F150 INTEREST	000000	66.30
		I-07282020-LN#137307	41 -5862501	FLEET VEHICLE 2018 FORD F150 PRINCIPAL	000000	422.70
			FUND	41 CIP FUND	TOTAL:	39,948.77

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PACKET : 19090 19103 19107 19119 19120 19122

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00282	GEOSAFE INC	I-MCALE-2	44 -5225402	SOFTWARE & TE MOBILE SVC 4/1/20-3/31/21	000000	20,000.00
			FUND	44 TECHNOLOGY FUND	TOTAL:	20,000.00

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PACKET : 19090 19103 19107 19119 19120 19122

VENDOR SET: Mult

FUND : 46 STORMWATER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-20062890501	46 -5871401	CAPITAL OUTLA ANN AIRPORT STORWATER PER	000000	347.71
		I-20062890502	46 -5871401	CAPITAL OUTLA ANNUAL STORMWATER PERMIT	000000	347.71
		I-20062890503	46 -5871401	CAPITAL OUTLA ANNUAL STORMWATER PERMIT	000000	347.71
		I-20062890504	46 -5871401	CAPITAL OUTLA ANNUAL STORMWATER PERMIT	000000	347.71
			FUND	46 STORMWATER FUND	TOTAL:	1,390.84

PACKET : 19090 19103 19107 19119 19120 19122

VENDOR SET: Mult

FUND : 48 INFRASTRUCTURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00206	ADMONT SUPPLY LLC					
		I-6042	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	3,400.00
		I-6043	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	3,200.00
		I-6044	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	3,400.00
		I-6045	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	4,000.00
		I-6046	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	4,400.00
		I-6047	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	4,800.00
		I-6048	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	4,800.00
		I-6049	48 -5973402	REHAB WEST SE BASIN CLEAN OUT W WWP	000000	714.00
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-20-06-01		48 -5975403	SEWER LINE RE 24" SEWER MAIN-PEACH TREE PLAC	000000	5,530.00
01-N00250	MCALESTER NEWS CAPITAL					
	I-300030525		48 -5975403	SEWER LINE RE 24" SEWER MAIN-PEACH TREE PLAC	000000	80.54
01-P00560	PSO/SOUTHWESTERN ELECTR					
	I-167-212567900		48 -5210480	CONTINGENCY AFTER HR CALL OUT WATER PLANT	000000	361.00
01-U00052	UTILITY TECHNOLOGY SERV					
	I-S103488787.001		48 -5210480	CONTINGENCY RWD MASTER METER REPLACEM	000000	9,800.00
			FUND	48 INFRASTRUCTURE FUND	TOTAL:	44,485.54

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/ENDOR SET: Mult  
FUND : 49 MRHC - CANCER CENTER FUND

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ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0170	MCALESTER REGIONAL HOSP					
		I-07282020-SALES TAX	49 -5211626	TRANSFER - CA JULY 2020-MNTHLY SALES TAX	000000	45,605.42
				FUND 49 MRHC - CANCER CENTER FUND	TOTAL:	45,605.42
					REPORT GRAND TOTAL:	767,486.35

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2019-2020	01 -2100	CLEET PAYABLE (COURT)	5,017.29				
	01 -2101	AFIS PAYABLE - COURT	4,871.31				
	01 -2102	FORENSICS PAYABLE (COURT)	4,666.44				
	01 -2103	OBN PAYABLE (COURT)	10.00				
	01 -4-0-430	FIRING RANGE FE*NON-EXPENS	200.00	1,000-	1,200.00-		
	01 -5210302	CONSULTANTS/LABOR RELATION	572.00	31,080	30,203.00		
	01 -5213335	COUNTY INCARCERATION EXPEN	1,804.00	17,866	1,980.00-	Y	
	01 -5215302	CONSULTANTS	1,711.25	42,000	1,233.68-	Y	
	01 -5215313	ELECTRIC UTILITY	22,193.39	401,731	81,762.64		
	01 -5215314	GAS UTILITY	111.64	57,139	22,148.69		
	01 -5432202	OPERATING SUPPLIES	304.10	30,409	6,319.08		
	01 -5432308	CONTRACTED SERVICES	1,071.00	65,025	5,047.01		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	80.80	6,983	166.20		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	47.04	35,200	1,997.39		
	01 -5551313	ELECTRIC UTILITY	3,012.43	31,599	1,397.60		
	01 -5653308	CONTRACTED SERVICES	85.00	26,500	11,447.39-	Y	
	01 -5653348	DRUG TESTING/PHYSICALS	743.00	11,000	367.15		
	01 -5865218	STREET REPAIRS & MAINTENAN	34.00	84,350	33,134.08		
	02 -5216302	CONSULTANTS	1,242.50	2,500	1,257.50		
	02 -5216341	PAYSITE KIOSK EXPENSE	418.13	4,486	458.05-	Y	
	02 -5267313	ELECTRIC UTILITY	31,175.33	497,609	64,890.81		
	02 -5267314	GAS UTILITY	64.83	13,909	3,956.32		
	02 -5267315	TELEPHONE UTILITY	5,286.41	147,493	9,579.14-	Y	
	02 -5866306	CONTRACTED REFUSE SERVICES	163,039.80	1,977,660	11,484.54-	Y	
	02 -5973304	LAB TESTING	1,766.00	32,000	4,685.28-	Y	
	02 -5975204	SMALL TOOLS	32.95	1,582	933.36		
	02 -5975211	WATER METERS	7,285.00	135,000	33,433.30		
	02 -5975230	SEWER MAIN REPAIR	145.00	20,000	6,596.47		
	02 -5975235	WATER MAIN REPAIR	5,995.17	165,000	40,639.84		
	02 -5975339	VEHICLE/EQUIP. MAINTENANCE	16.18	105,553	801.41-	Y	
	05 -5218313	ELECTRIC UTILITY	91.31	2,580	1,175.05		
	28 -5654314	GAS UTILITY	372.33	32,525	13,251.37		
	28 -5654315	TELEPHONE UTILITY	235.51	4,097	399.31-	Y	
	29 -5324315	TELEPHONE UTILITY	228.36	99,550	4,108.06		
	33 -5971521	2019 CDBG PROJECT	158.84	275,804	88,386.96		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	1,122.47	182,714	22,947.86		
	48 -5210480	CONTINGENCY	10,161.00	50,000	24,376.63-	Y	
	48 -5973402	REHAB WEST SEWER PLANT	18,714.00	250,000	122,408.44		
	48 -5975403	SEWER LINE REPLACEMENT	5,610.54	415,000	2,865.34-	Y	
	** 2019-2020 YEAR TOTALS **		299,696.35				
2020-2021	01 -5101319	MISCELLANEOUS	54.95	450	395.05		
	01 -5101330	DUES & SUBSCRIPTIONS	300.00	22,048	299.36-	Y	
	01 -5212317	ADVERTISING & PRINTING	18.10	2,250	2,000.00		

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5213330	DUES & SUBSCRIPTIONS	50.00	180	130.00				
01	-5214302	CONSULTANTS	1,360.00	61,200	56,466.67				
01	-5215312	EQUIPMENT RENTALS	101.00	16,942	5,570.00-	Y			
01	-5215315	TELEPHONE UTILITY	32.23	126,647	116,419.29				
01	-5215321	AUTO INSURANCE	9,436.63	63,426	28,195.50				
01	-5215322	LIABILITY INSURANCE/BONDS	30,490.22	156,615	24,699.72				
01	-5225349	SOFTWARE MAINTENANCE	44,531.51	160,008	107,018.72				
01	-5320308	CONTRACTED SERVICES	300.00	3,294	2,814.00				
01	-5321202	OPERATING SUPPLIES	351.00	13,500	9,172.01				
01	-5321330	DUES	1,500.00	1,350	150.00-	Y			
01	-5431202	OPERATING SUPPLIES	146.15	11,700	11,150.00				
01	-5431316	REPAIRS & MAINTENANCE	288.00	13,050	12,662.00				
01	-5431328	INTERNET SERVICE	169.15	2,255	1,823.00				
01	-5431330	DUES & SUBSCRIPTIONS	1,703.88	6,300	4,596.12				
01	-5432202	OPERATING SUPPLIES	1,125.37	27,900	25,129.72				
01	-5432330	DUES & SUBSCRIPTIONS	140.00	1,350	1,210.00				
01	-5542203	REPAIRS & MAINT SUPPLIES	70.70	34,650	34,250.00				
01	-5542308	CONTRACTED SERVICES	49.26	15,000	14,332.74				
01	-5542316	REPAIRS & MAINTENANCE	199.40	4,500	4,100.60				
01	-5542328	INTERNET SERVICE	77.31	1,950	1,788.46				
01	-5544328	INTERNET SERVICE	43.29	525	481.71				
01	-5548203	REPAIRS & MAINTENANCE SUPP	61.51	31,680	29,076.63				
01	-5548316	REPAIRS & MAINTENANCE	256.77	35,104	34,347.23				
01	-5548318	ELEVATOR MAINTENANCE AGREE	1,842.96	5,580	1,791.84-	Y			
01	-5548328	INTERNET SERVICE	77.32	932	854.68				
01	-5551318	ELEVATOR MAINTENANCE	681.65	8,260	5,533.40				
01	-5653213	SAFETY EXPENSE	5,333.73	20,000	14,269.61				
01	-5653215	AWARDS/NUC PROGRAM	1,500.00	9,000	7,500.00				
01	-5865218	STREET REPAIRS & MAINTENAN	10,625.36	75,915	51,051.50				
01	-5865312	EQUIPMENT RENTALS	318.87	3,500	326.44-	Y			
01	-5865328	INTERNET SERVICE	77.32	2,000	1,834.73				
02	-5216317	POSTAGE	1,244.82	31,000	27,755.18				
02	-5216336	MAILING FEES	809.58	27,130	26,320.42				
02	-5267315	TELEPHONE UTILITY	6,062.83	138,096	132,033.17				
02	-5267321	AUTO INSURANCE - FLEET	2,077.88	9,560	1,248.50				
02	-5267322	LIABILITY INSURANCE/BONDS	10,159.09	51,140	6,769.65-	Y			
02	-5864312	EQUIPMENT RENTALS	334.78	4,018	0.64				
02	-5973203	REPAIRS & MAINT SUPPLIES	239.22	31,410	25,055.78				
02	-5973316	REPAIRS & MAINTENANCE	300.00	23,220	21,470.00				
02	-5973328	INTERNET SERVICE	80.08	2,000	1,846.73				
02	-5974302	CONSULTANTS	114,181.69	1,353,338	1,239,156.31				
02	-5975209	UTILITY MAINTENANCE SUPP.	243.83	35,191	33,441.00				
02	-5975230	SEWER MAIN REPAIR	25.00	20,000	17,000.00				
02	-5975235	WATER MAIN REPAIR	91.96	120,000	104,000.00				
02	-5975328	INTERNET SERVICE	74.23	894	819.77				



## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
03	-5876321	AUTO INSURANCE	35.13	484	343.50				
03	-5876322	INSURANCE/BONDS	2,264.91	10,319	60.66-	Y			
08	-5549321	AUTO INSURANCE	231.63	4,493	3,566.50				
08	-5549322	LIABILITY INSURANCE/BONDS	888.10	32	3,425.12-	Y			
26	-5211627	TRANSFER - MCALESTER PUBLI	45,605.42	423,777	378,171.58				
27	-5655322	LIABILITY INSURANCE/BONDS	188.25	0	753.00-	Y			
28	-5654202	OPERATING SUPPLIES	77.00	3,960	3,036.00				
28	-5654315	TELEPHONE UTILITY	471.02	3,500	3,028.98				
28	-5654321	AUTO INSURANCE	106.13	0	424.50-	Y			
28	-5654322	LIABILITY INSURANCE/BONDS	7,715.01	30,265	506.33-	Y			
28	-5654328	INTERNET SERVICE	80.08	6,000	5,919.92				
29	-5324202	OPERATING SUPPLIES	0.50	4,500	4,250.00				
29	-5324308	CONTRACTED SERVICES	2,160.00	32,120	28,610.00				
29	-5324315	TELEPHONE UTILITY	495.14	97,314	89,833.91				
29	-5324321	AUTO INSURANCE	35.13	100	40.50-	Y			
29	-5324322	LIABILITY INSURANCE/BONDS	868.89	3,496	58.04				
29	-5324401	CAPITAL OUTLAY	2,403.33	0	2,403.33-	Y			
30	-5652202	OPERATING SUPPLIES	28.00	1,800	1,464.00				
30	-5652302	CONSULTANTS	5,220.00	185,000	115,462.00				
30	-5652317	ADVERTISING & PRINTING	180.00	2,000	1,820.00				
32	-5215213	STREETSCAPE	622.92	0	2,400.92-	Y			
33	-5971521	2019 CDBG PROJECT	21,232.50	0	42,999.25-	Y			
35	-5862203	REPAIRS & MAINTENANCE SUPP	4,135.47	150,500	121,628.27				
35	-5862312	EQUIPMENT RENTALS	318.87	2,500	1,326.44-	Y			
35	-5862317	EMERGENCY VEHICLES	4,492.91	35,000	29,507.09				
36	-5215315	THIRD PARTY ADM FEES	1,750.00	20,000	1,000.00-	Y			
41	-5431401	CAPITAL OUTLAY	36,355.00	0	36,355.00-	Y			
41	-5862501	FLEET VEHICLES	1,017.13	152,410	151,392.87				
41	-5975501	LEASE PAYMENTS	2,576.64	30,920	28,343.36				
44	-5225402	SOFTWARE & TECHNOLOGY UPDA	20,000.00	78,600	58,600.00				
46	-5871401	CAPITAL OUTLAY	1,390.84	250,000	248,609.16				
48	-5973402	REHAB WEST SEWER PLANT	10,000.00	250,000	202,000.00				
49	-5211626	TRANSFER - CANCER CENTER	45,605.42	423,777	378,171.58				

\*\* 2020-2021 YEAR TOTALS \*\* 467,790.00

NO ERRORS

\*\* END OF REPORT \*\*

FUND	PERIOD	AMOUNT
01	07/2020	159,848.33
02	07/2020	352,392.29
03	07/2020	2,300.04
05	07/2020	91.31
08	07/2020	1,119.73
09	07/2020	0.00
11	07/2020	0.00
14	07/2020	0.00
16	07/2020	0.00
24	07/2020	0.00
26	07/2020	45,605.42
27	07/2020	188.25
28	07/2020	9,057.08
29	07/2020	6,191.35
30	07/2020	5,428.00
31	07/2020	0.00
32	07/2020	622.92
33	07/2020	21,391.34
35	07/2020	10,069.72
36	07/2020	1,750.00
38	07/2020	0.00
41	07/2020	39,948.77
42	07/2020	0.00
44	07/2020	20,000.00
46	07/2020	1,390.84
48	07/2020	44,485.54
49	07/2020	45,605.42
		<b>767,486.35</b>



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 28, 2020 Item Number: Consent Agenda C  
Department: \_\_\_\_\_ Account Code: \_\_\_\_\_  
Prepared By: John Browne, Mayor Budgeted Amount: \_\_\_\_\_  
Date Prepared: July 21, 2020 Exhibits: 1

### Subject

Concur with the Mayor's appointment of Brenda Russell to the Audit & Finance Advisory Committee as replacement for Mr. Mike Kern. This term will expire March 31, 2022.

### Recommendation

Concur with the Mayor's appointment of Brenda Russell to the Audit & Finance Advisory Committee as replacement for Mr. Mike Kern.

### Discussion

### Approved By

Department Head

City Manager

P. Stasiak

*Initial*

*Date*

## Susan Hooper

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**From:** john browne <osalc@hotmail.com>  
**Sent:** Tuesday, July 21, 2020 6:56 AM  
**To:** Susan Hooper  
**Subject:** Fw: Bio for Brenda Russell

Susan, will you put this in the consent agenda. Ms. Russell will fill Mike Kern's position on the Audit and Finance Committee. Thanks, JB

---

**From:** Brenda Russell <brenkrussell@gmail.com>  
**Sent:** Friday, July 10, 2020 11:57 AM  
**To:** john.browne@cityofmcalester.com <john.browne@cityofmcalester.com>  
**Subject:** Bio for Brenda Russell

Nice talking to you the other day. Below is my bio. Have a great weekend.

Thanks,  
Brenda

Brenda Russell lives in McAlester, OK and is a graduate of Haileyville High School. She has a Bachelor's Degree in Social Science from St. Gregory's University. She is a co-founder and current member of the Board of Director's for the Twin Cities Revitalization and an active volunteer in the McAlester community. She has been employed in the oil and gas accounting industry for the last fourteen years. In her spare time, she enjoys antiquing, reading, cooking, volunteering, and spending time with her husband, Ernest, and four year old son, Maddux.



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 9, 2020	Item Number:	Consent Agenda D
Department:	City Clerk	Account Code:	
Prepared By:	Cora Middleton, City Clerk	Budgeted Amount:	
Date Prepared:	June 2, 2020	Exhibits:	Several

### Subject

Consider and act upon, indefinitely postponing Tort Claim filed by Tanner Coffee.

### Recommendation

Motion to indefinitely postpone Tort Claim filed by Tanner Coffee.

### Discussion

City Attorney William J. Ervin has advised that all Tort Claim should be postponed indefinitely by the City of McAlester City Council, allowing OMAG, the City of McAlester's Liability Insurance provider time to investigate the claim. The claim has been filed with OMAG, the City of McAlester's Liability Insurance provider.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	06.02.2020
City Manager		

# Gotcher | Beaver

## Attorneys At Law, L.L.P.

323 E. Carl Albert Pkwy./P.O. Box 160 McAlester, OK 74502  
Office: 918.423.0412 Fax: 918.423.7363

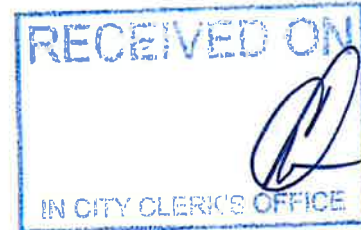
Warren Gotcher

Jeremy Beaver

Ellen Quinton

July 14, 2020

Clerk, City of McAlester, Oklahoma  
City Hall, 2<sup>nd</sup> Street and Washington  
McAlester, Oklahoma 74501



Attn: McAlester City Clerk  
Governmental Tort Claims Act (GTCA)

Be advised that Mark Schoggins, Personal Representative of the Estate of Mark Anson Schoggins, Deceased, a copy of the letters of Administration attached hereto, herewith gives notice of his state claim against the City of McAlester, Oklahoma pursuant to the GTCA, *51 O.S. 151 et seq.*

That McAlester Police officers without lawful ability or authority to arrest for a misdemeanor commenced and maintained a high speed chase and requested aid from the Oklahoma Highway patrol to help and continue the unnecessary high speed chase to apprehend a person who was guilty of at best initially a misdemeanor not committed in the presence of any police officer. The high speed chase was commenced without a warrant for the arrest of the deceased. That the high speed chase ended at South Street in McAlester. The McAlester officers committed an unlawful seizure/arrest. At the end of the high speed chase, the deceased was shot and killed by members of the Oklahoma Highway Patrol on July 17, 2019 on South Street in McAlester, Oklahoma at approximately :7:00 p.m. That McAlester Police officer aided and abetted the unlawful/excessive force applied to the deceased. That Highway Patrol Officers Garrett Gray and James McKee shot several times at the deceased who did not possess a firearm at the time of the shooting. That the aforesaid officers used unlawful/excessive force in killing the deceased.

The Political subdivision involved is the City of McAlester, Oklahoma Police Department.

The Personal Representative is requesting the maximum amount allowed under the GCTA (\$125,000) for the wrongful death of his son who was 35 years of age at the time of the shooting.

That the deceased was killed in the street and there were no medical services required.

That the below signed attorney is the authorized agent to settle the claim with the agreement of the claimant.

MARK SCHOGGINS PERSONAL  
REPRESENTATIVE of the ESTATE OF  
MARK ANSON SCHOGGINS, DECEASED.  
CLAIMANT

GOTCHER AND BEAVER  
POST OFFICE BOX 160  
MCALESTER, OKLAHOMA 74502  
(918) 423-0412  
ATTORNEYS FOR CLAIMANT.

By: 

Warren Gotcher, OBA\$3495

This office received the above claim on the 15 day of July, 2020 at 11:01 O'Clock A m.



IN THE DISTRICT COURT OF PITTSBURG COUNTY, STATE OF OKLAHOMA

IN THE MATTER OF THE ESTATE OF  
MARK ANSON SCHOGGINS, deceased.

No. PB-19-103

RECEIVED AND FILED  
IN DISTRICT COURT  
PITTSBURG COUNTY, OKLA

SEP 25 2019

BY CINDY LEDFORD  
DEPUTY

**LETTERS OF ADMINISTRATION**

STATE OF OKLAHOMA:  
COUNTY OF PITTSBURG: SS

I, **MARK SCHOGGINS** do solemnly swear that I will perform according to law all  
duties and obligations as Personal Representative of the Estate of **MARK ANSON  
SCHOGGINS**, deceased, so help me God.

Mark Schoggins

Subscribed and sworn to before me this 25 day of September, 2019.

ORIGINAL SIGNED BY  
**MIKE HOGAN**

NOTARY PUBLIC or JUDGE OF THE DISTRICT

COURT

My Commission Expires:  
\_\_\_\_\_

COUNTY OF PITTSBURG } ss  
STATE OF OKLAHOMA  
I, CINDY LEDFORD, Court Clerk in and for Pittsburg County State of  
Oklahoma do hereby certify that the within and foregoing is a full,  
true and correct copy of the original Letters  
as the same appears on file and record in my office in witness  
whereof, I hereunto set my hand and affix the seal of said court.  
This 25 day of Sept 2019  
CINDY LEDFORD Court Clerk  
By [Signature]  
Deputy





# McAlester City Council

## AGENDA REPORT

Meeting Date: July 28, 2020 Item Number: 1  
Department: \_\_\_\_\_  
Prepared By: Robert Karr, Choctaw Account Code: \_\_\_\_\_  
Date Prepared: Nation Councilman Budgeted Amount: \_\_\_\_\_  
July 22, 2020 Exhibits: \_\_\_\_\_

### Subject

Presentation and discussion on Choctaw Economic Development.

### Recommendation

Presentation.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PJS*

Date

*7-23-2020*



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>July 28, 2020</u>	Item Number:	<u>2</u>
Department:	<u>Fire Department</u>		
Prepared By:	<u>Brett Brewer</u>	Account Code:	<u></u>
Date Prepared:	<u>July 7, 2020</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>3</u>

### Subject

Consider and act upon, the authorization of a purchase from Freedom Ford of McAlester, Oklahoma (1) New and Unused 2020 Ford F150 4X4, with LEER Camper from Advantage Truck & Auto of McAlester, Oklahoma for the Fire Department on State of Oklahoma Purchasing Contract pursuant to Section 2-382 of the McAlester City Code. Funds to be used form the city's portion of the county quarter cent excise tax for fire services.

### Recommendation

Motion to approve authorization of the purchase from Freedom Ford of McAlester, Oklahoma (1) New and Unused 2020 Ford F1500 4X4, with a LEER 100R Camper from Advantage Truck & Auto of McAlester, Oklahoma for the Fire Department on State of Oklahoma Purchasing Contract pursuant to Section 2-382 of the McAlester City Code. Purchase to be made from the city's portion of the county quarter cent excise tax for fire services. Cost for the Ford F150 4X4 not to exceed \$26,093.00 (based on State Bid) with the cost of the 2020 LEER 100R not to exceed \$1,870.00, for a total cost not to exceed \$28,000.00.

### Discussion

The Assistant Fire Chief is currently driving a 2007 Dodge Charger, a loaner from the McAlester Police Department. The Administration recommends the approval of this purchase.

### Approved By

		Initial	Date
Department Head		BB	07/20/2020
City Manager	P. Stasiak	<i>PJS</i>	7-23-2020

Category #25101507

Dealer Name:  
Make Bidding: Ford

1/2 Ton Truck Extended  
Cab  
Item # 1000009420

Model Bidding: F150  
Model Code: X1C 2020

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	6400 # GVW	6900# GVWR
Wheelbase/CA	List	OEM 145" WB
Extended Cab Bed Length	Standard Bed - 6 1/2'	Yes
Crew Cab Bed Length	Standard Bed - 5 1/2'	See Crew Cab 1/2 Ton
<b>Engine</b>		
Engine Type ( Cylinder/Liter	8 Cyl/ List Liter/HP/Specs	OEM 99F 5.0L V8 385HP with Flex-Fuel Capability
Alternate Fuel Engine	List Type	CNG Prep Package
<b>Transmission</b>		
Automatic - Two Wheel Drive	Automatic/List Type	10-speed
<b>Drive Axle</b>		
Primary Drive Axle	Rear Wheel Drive	Yes
Differential Type/Ratio	Reg. / List Ratio	3.31 Ratio
<b>Electrical</b>		
Alternator/Min (amps)	Mfg. Std. List Size	157 Amp
Battery min. (CCA)	Mfg. Std. List Size	610 CCA
<b>Fuel</b>		
Fuel Capacity min Liters(Gals)	Mfg. Std. List Amount in Gallons	23 Gallon Fuel Tank
<b>Exterior</b>		
Paint	One Color Paint	Yes
<b>Doors &amp; Windows</b>		
Doors	4 Doors	Yes
Door Locks	Power Locks, Keyless Entry	OEM 85A Power Group
Windows	Power Windows	Yes
Mirrors	Power Mirrors	Yes
<b>Floor</b>		
Floor Covering	Vinyl/Rubber	Yes
<b>Interior</b>		
Air Conditioning	Front AC Req.	Yes
Radio	AM/FM	Yes
Tilt & Cruise	Tilt Wheel & Cruise Control	Yes plus 50s
<b>Seats</b>		
Seating Capacity min.	5 Passenger	Yes
Seats	Cloth Bench Seat	Yes 40/20/40 Cloth Bench
Rear Seat	Cloth Bench Seat	Yes
<b>Safety</b>		
Brakes	4 Wheel Antilock/ List Disc/Drums	Brakes - 4-Wheel Disc with ABS
Restraint System All Pass	Req.	Yes
Air Bags Both Sides	Req.	Yes
<b>Tires &amp; Wheels</b>		
Tires & Wheels	Mfg. Std. List Size	245/70R 17 BSW all-season tires (AVS) 17" Silver Stee:
Spare	Full Size Spare	Yes
<b>Warranty</b>		
Bumper to Bumper Warranty	List Warranty	36 Months or 36000 Miles
Drive Train Warranty	List Warranty	80 Months or 60000 miles
<b>PURCHASE PRICE</b>		<b>\$24,393</b>

\$24393  
Smaller Engine 1300  
4WD +3000  
\$26093

Category #25101507

Item # 100009420

1/2 Ton Extended Cab

Dealer Name:

Make Bidding: Ford

Model Bidding: F15G

Model Code: 2020 X1C

		Enter Optional Equipment Description and Manufacturer Option Codes	Purchase Cost
Engine Type	Larger V6 Gas Engine List /Cyl/Liters/HP	Larger V6 N/A	\$0
Engine Type	Smaller V6 Gas Engine List /Cyl/Liters/HP	OEM 3.3L Ti-VCT V6 283HP with Flex Fuel	-\$1,300
CNG Engine	List Size/Liters/HP	CNG Prep package only	\$400
<b>Body &amp; Chassis</b>			
Shorter Bed	Short Bed - 5' 1/2'	N/A	\$0
Longer Bed	Long Bed - 6' 1/2'	Included in Base Price	\$0
Longer Bed	Long Bed - 8'	OEM 163 Wheelbase 8' Pickup Bed	\$350
Bed Delete	Delete Bed	BMF-DB	-\$200
<b>Transmission</b>			
Four Wheel Drive (4WD)	Add Four Wheel Drive (4WD) w/ skid plates	OEM X1E and skid plates when available	\$3,000
<b>Drive Axle</b>			
Differential Type/Ratio	Add Limited Slip/Locking Diff	OEM XL3 3.31 Locking Axle	\$400
Ratio	Optional Rear Ratio List	OEM XL9 3.55 Locking Axle	\$400
<b>Electrical</b>			
Alternator	Larger Alternator List Amperes	N/A	\$0
Lights	Add Spot Light Driver Side Only	BMF-DSL Unity 6"	\$500
Lights	Add Daytime Running Lights	Code 942	\$80
Lights	Delete Daytime Running Lights	N/A	\$0
Block Heater	Add Block Heater	OEM 41H Block heater	\$100
<b>Exterior</b>			
Side Steps	Black	BMF-BSS	\$350
Side Steps	Chrome	BMF-CSS	\$450
Trailer Mirrors	Manual Telescoping Trailer Mirrors	Requires 54Y-53A-59S contact dealer for details	\$0
Front Bumper	Add Chrome Front Bumper	17C Chrome Front and Rear Bumpers requires aluminum wheels	\$300
Rear Bumper	Add Chrome Rear Bumper	Included with 17C	\$0
<b>Doors &amp; Windows</b>			
Door Locks & Windows	Delete Power Door Locks/Windows	Delete OEM 85A Power Group	-\$625
Locks	Delete Keyless Entry	Deleted with Power Group	\$0
Locks	Add Burglar Alarm	Perimeter alarm included	\$0
Keys	Cost of Additional Keys	with remote requires programming	\$300
Tinted Windows	Add Deep Tinted Glass	BMF DTG	\$160
Mirrors	Add Power Mirrors	Included with 85A Power Group	\$0
Mirrors	Trailer Mirrors	Contact dealer for details	\$0
<b>Floor</b>			
Floor Covering	Carpet with Floor Mats	OEM 168 Carpet	\$140
Mats	HD Floor Mats/ Husky Type Front Only - Available only when ordered with carpet	OEM 47R requires carpet	\$130
<b>Interior</b>			
Air Conditioning	Delete AC	N/A	\$0
Radio	Add AM/FM CD	OEM 58B AM/FM CD	\$270
Special Services Package	Special Services Model Change	OEM 60S SSV PKG	\$88
<b>Seats</b>			
Seat	Delete Cloth	OEM AG Vinyl Seats Front and Rear in lieu of cloth	\$0
Bucket Seats	Add Bucket Seats with Console	Bucket Seats Cloth no console	\$275
<b>Suspension</b>			
Suspension/Shocks	Add HD Suspension / List GVW	OEM 627 8' Bed only 7600# GVWR	\$1,270
<b>Tires &amp; Wheels</b>			
Tires & Wheels	All Terrain Tires	OEM T7C	\$0
Wheels	Add Chrome/Aluminum	64F Alum requires chrome front and rear bumpers	\$421
Spare Tire Lock	Add Factory Spare Tire Lock	Included	\$0
<b>Towing</b>			
Hitch	Add Hitch Winch Receiver	OEM 53B Hitch Receiver wiring Complete Trailer Tow Package OEM 53A add \$900	\$90
Electric Brake Controller	Add Electric Brake Controller	Ford Brake Controller	\$275
Hooks	Add Front Tow Hooks	N/A Two wheel Drive Standard Equipment 4x4	\$0
<b>Delivery</b>			
Delivery Cost	Price to Deliver Truck more than 150 miles		\$150
<b>Other</b>			
Options not listed	Discount off MSRP for options not listed	4% Discount off MSRP for options not listed	

Options  
 Smaller Engine <\$1300>  
 Four Wheel Drive +\$3000

ADVANTAGE TRUCK & AUTO  
ACCESSORIES. INC.  
MCALESTER, OK 74501

ESTIMATE

918-423-8788  
advantagetruckacc.com

DATE	ESTIMATE NO.
7/21/2020	13443

NAME / ADDRESS
CITY OF MCALESTER P.O.BOX 578 MCALESTER, OK 74502

PROJECT

QTY	ITEM	DESCRIPTION	COST	TOTAL
1	SP ORDER	2020 FORD F150 CREW CAB 6.5 BED	1,730.00	1,730.00
1	LABOR	LEER 100R LABOR & FREIGHT	140.00	140.00
TOTAL				\$1,870.00

PITTSBURG County, COUNTY CLERK  
HOPE TRAMMELL

Printed At: 2:02pm  
on 7/21/2020

### Appropriation Ledger

Date Range: 07/01/2020 to 07/21/2020  
Account 1321-2-8221-2005: MCALESTER FIRE DEPT M&O

Fiscal Year: 2020-2021

Dist	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	07/08/2020	CARRYOVER BALANCE			\$ 204,493.70		CARRYOVER FROM FY201-2020		\$ 204,493.70	\$ 0.00	\$ 204,493.70
		Range Total:		\$ 0.00	\$ 0.00	\$ 0.00					

Year Total:

\$ 0.00

\$ 0.00

\$ 0.00

\$ 204,493.70

\$ 0.00

\$ 204,493.70

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

PITTSBURG County, COUNTY CLERK  
HOPE TRAMMELL

Printed At: 2:02pm  
on 7/21/2020

### Appropriation Ledger

Date Range: 07/01/2020 to 07/21/2020  
Account 1321-2-8221-4110: MCALESTER FIRE DEPT CAP OUTLAY  
Fiscal Year: 2020-2021

Dist	Date	Vendor	PO #	PO Amount	Adjustment Amount	Amount Approved	Paid	Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
	07/06/2020	CARRYOVER BALANCE			\$ 6,669.68		CARRYOVER FROM FY201-2020		\$ 6,669.68	\$ 0.00	\$ 6,669.68
Range Total:				\$ 0.00	\$ 0.00	\$ 0.00					

Year Total:

\$ 0.00

\$ 0.00

\$ 0.00

\$ 6,669.68

\$ 0.00

\$ 6,669.68

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



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>July 28, 2020</u>	Item Number:	<u>3</u>
Department:	<u>Fire Department</u>	Account Code:	<u></u>
Prepared By:	<u>Brett Brewer</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 21, 2020</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, the acceptance of a SUB-Grant Award from the Office of Homeland Security for reimbursement of the purchase of a replacement HAZMAT Chemical Identification Unit.

### Recommendation

Motion to approve the acceptance of a SUB-Grant Award from the Office of Homeland Security for reimbursement of the purchase of a replacement HAZMAT Chemical Identification Unit.

### Discussion

The Department of the Oklahoma Office of Homeland Security has recently received a Federal Grant to replace HAZMAT Chemical Identification Units for Regional HAZMAT Teams.

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		BB	07/21/2020
City Manager	P. Stasiak	<u>PJS</u>	<u>7-23-2020</u>

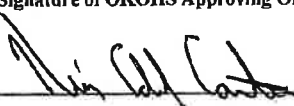




Oklahoma Office of  
**Homeland Security**  
*Prevent, Protect, Prepare*

P.O. Box 11415  
Oklahoma City, OK 73136  
(405) 425-7296 Office (405) 425-7295 Fax  
[www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)

## SUB-GRANTEE AWARD

Sub-grantee – Required for Reimbursement <b>FEI#</b> <b>DUNS #</b>		Original Award Amount <b>\$60,950.00</b>	
City of McAlester Pete Stasiak, City Manager 28 E. Washington Ave. PO Box 578 McAlester, OK 74501		Award Number OK - #20.002	
		Award Effective Date 6/30/2020	
		Project Period 7/1/2019 – 6/30/2020	
Project Title/IJ OKOHS State Appropriated Funds Hazmat Chemical Identification Unit			
Applicable Funds State Appropriated Funds FY 2020		Region STATE	County STATE
Method of Payment: This is a Reimbursement Grant.		Is Sub-Grantee NIMS Compliant? (Please Check One) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner)		Project Contact/ Secondary Authorized Official (If Applicable)	
Title of Primary Authorized Official City Manager		Title of Secondary Authorized Official Fire Chief	
Name Pete Stasiak		Name Brett Brewer	
Telephone 918-423-9300	Fax 918-421-4970	Telephone 918-421-4950	
Email <a href="mailto:Peter.stasiak@cityofmcalester.com">Peter.stasiak@cityofmcalester.com</a>		Email <a href="mailto:Brett.brewer@cityofmcalester.com">Brett.brewer@cityofmcalester.com</a>	
Signature of Primary Authorized Official: (Required) _____ Date _____		Signature of Secondary Authorized Official: (Required) _____ Date _____	
The Primary Authorized Official certifies: <ul style="list-style-type: none"><li>• Legal authorization to accept grants on behalf of the named governmental entity.</li><li>• Proposed project can be completed by June 30, 2020</li><li>• Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto.</li><li>• All submitted data is true and correct to the best of signatory's knowledge.</li></ul>			
Special Conditions			
OKOHS Approving Official  Kim Edd Carter Director		OKOHS Contact Information Oklahoma Office of Homeland Security P.O. Box 11415 Oklahoma City, OK 73136-0415	
Signature of OKOHS Approving Official 		Telephone (405) 425-7296	Fax (405) 425-7295

KIM EDD CARTER  
DIRECTOR



J. KEVIN STITT  
GOVERNOR

**STATE OF OKLAHOMA  
OFFICE OF HOMELAND SECURITY**

TO: City of McAlester  
Pete Stasiak, City Manager  
FROM: Kim Edd Carter, Director *KEC*  
DATE: July 20, 2020  
RE: Oklahoma Office of Homeland Security OKOHS State Appropriated Fund; Hazmat  
Chemical Identification Unit; OK - # 20.002

Your agency has been selected to receive \$60,950.00, (the Proposed Award), pursuant to the Oklahoma Office of Homeland Security (OKOHS) State Appropriated Fund #190. Among other initiatives, the Program provides this funding for the purpose of continuing direct support of local, state and tribal agencies funded through state wide efforts in connection with the purchase of hazmat chemical identification units.

In order to facilitate the expeditious acquisition of Replacement Hazmat Chemical Identification Units (the Equipment), the City of McAlester hereby assigns the \$ 60,950.00 to the State of Oklahoma, specifically the OKOHS, to purchase the Equipment, which will be delivered and titled directly to the City of McAlester. We agree to accept title to the Equipment and acknowledge that use of the Equipment is subject to the terms and conditions of the 2019 Program, including but not limited to the requirement to maintain an accurate inventory of the Equipment.

The process requires the following actions (Note 2-5 apply to OKOHS):

- (1) Acceptance of the terms and conditions of the 2019 Program including but not limited to those noted on the attached Schedule "1";
- (2) Submission of a Budget Detail Worksheet (BDW) to OKOHS with a list of estimated costs of specific allowable items;
- (3) Receipt of an approval letter from OKOHS with a schedule of approved items. You must have this **OKOHS APPROVAL LETTER IN HAND PRIOR TO EXPENDING FUNDS**;
- (4) After your receipt of the OKOHS Approval Letter, you may purchase approved items in an amount not to exceed the amount of the Proposed Award; and
- (5) Upon receipt of the purchased items, you may submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at [www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)).

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2019 Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each

document listed on Schedule "I" (each of which is included with this award packet) to OKOHS ON OR BEFORE August 5, 2020 Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Should you have questions or need additional assistance contact Robbie Foster at 405-425-7510 or by e-mail at [robbie.foster@okohs.ok.gov](mailto:robbie.foster@okohs.ok.gov) or Christina Daron at 405-425-7591 or by email at [christina.daron@okohs.ok.gov](mailto:christina.daron@okohs.ok.gov).

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_ 2020:

Government/Agency Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# McAlester City Council

## AGENDA REPORT

Meeting Date:	July 28, 2020	Item Number:	4
Department:	Public Works		
	Dalton Carlton, Public	Account Code:	
Prepared By:	Works Director		
Date Prepared:	July 22, 2020	Budgeted Amount:	
		Exhibits:	3

### Subject

Consider and act upon, accepting the bid amount of \$66,785.00 from Advanced Construction & Maintenance, LLC and authorize the Mayor to sign the Notice of Award for the 2019 CDBG Phase II Sewer Project.

### Recommendation

The recommendation is to accept the bid from Advanced Construction & Maintenance, LLC for a total amount of \$66,785.00 and authorize the Mayor to sign the Notice of Award for the 2019 CDBG Phase II Sewer Project.

### Discussion

### Approved By

Department Head  
City Manager

D. Carlton  
P. Stasiak

Initial

Date

*PJS*

7-23-2020



July 21, 2020

City of McAlester  
28 East Washington  
McAlester, OK 74501

Re: 2019 CDBG Sewer Project – Phase II  
City of McAlester  
Letter of Recommendation; Notice of Award

Dear Mr. Carlton:

The above referenced project was bid at 2:00 p.m. on Tuesday, July 21, 2020 at the Infrastructure Solutions Group Office. Eight (8) contractors had received plans and specifications for this project and Five (5) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Advanced Construction & Maintenance, LLC was the apparent low bidder with a bid of \$66,785.00.

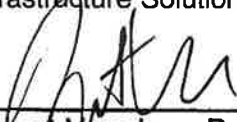
We recommend that the City of McAlester award the contract to Advanced Construction & Maintenance, LLC in the amount of \$66,785.00.

Enclosed please find two (2) copies of the Notice of Award. Please place approval of the Notice of Award on the agenda of your next meeting. Upon approval please sign both copies of the Notice of Award and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

  
\_\_\_\_\_  
Robert Vaughan, P.E.

RV/dv  
Enclosures

Project # MC-19-11A

cc w/enclosure: Millie Vance

## Oklahoma Department of Commerce CDBG Programs Grantee Debarment Review and Certification

All CDBG sub-recipients are required, by the regulations implementing 24 CFR Part 85.35, to conduct debarment reviews on all services procured with CDBG funds **before any contract award is executed**. These reviews shall be conducted by using the **System for Award Management (SAM) website**, [www.sam.gov](http://www.sam.gov), to **determine if the potential contractor is excluded from receiving Federal contracts by using the QUICK SEARCH tool with the DUNS number for that entity; Save/Print the results.** Complete this form and attach the SAM results along with the Notice of Award and Contractor's Certification form from the Bid/Proposal documents.

<b>CDBG Grantee Name and Project Type</b>	City of McAlester Heavy Construction	<b>CDBG Contract Number</b>	17571 CDBG 19
<b>*Contractor</b>	Advanced Construction & Maintenance, LLC		
<b>Address</b>	19 South Ridge Road	<b>Phone</b>	918-334-7514
<b>City</b>	Crowder	<b>State</b>	OK
<b>Contractor's DUNS Number</b>	117136905	<b>Zip Code</b>	74430
<b>Debarment Review Completed By</b>		Millie Vance	
<b>Title of Reviewer</b>		Admin., Consultant	
<b>Reviewer's Organization</b>		Millie Vance Inc.	
<b>Chief Elected Official</b>		John Browne	
<b>Title of Chief Elected Official</b>		Mayor	

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the contractor listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government under E.O. 12549.

**Signature of Reviewer**

**Date**

**Signature of Chief Elected Official**

**Date**

**Please upload this document along with other required documentation into OK-Grants "Release of Funds" and submit using the Notice of Award status. Keep the originals in the CDBG project file.**

\*Contractor is any entity or individual directly procured for contract services by the sub-recipient (grantee), (City, Town, or County), under this CDBG contract award and **must be registered** in the SAM.gov system.

## NOTICE OF CONTRACT AWARD

TO: Advanced Construction & Maintenance, LLC  
PO Box 188  
Crowder, OK 74430

Phone#: 918-334-7514  
Duns #: 117136905  
FEI #: 84-2043060

CDBG Contract No. 17571 CDBG 19  
Project Description: 2019 CDBG Sewer Project – Phase II

Wage Rate Dec. # OK20200035  
Mod # 1 Date 1/31/2020

### B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated June 27, 2020 and July 7, 2020 and in the Information for Bidders, and opened on July 21, 2020. You are hereby notified that your bid has been accepted for base bid and additive alternate items in the amount of \$66,785.00. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Name of Grantee: City of McAlester

Signature of Authorized Official: \_\_\_\_\_

Typed Name & Title: John Browne, Mayor – City of McAlester

### C. Contractor Information:

1. Type of Trade: Construction Other Service (\_\_\_\_\_)
2. Business Ownership: Black or African Americans; Asians, Hispanics, or Latinos; American Indian or Alaskan Natives; Native Hawaiian or Other Pacific Islanders; Whites.
3. Minority/Women Owned Business: Yes \_\_\_\_\_ No \_\_\_\_\_
4. Section 3 Contractor: Yes \_\_\_\_\_ No \_\_\_\_\_

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor Signature and Title)

**\*\*Contractor Debarment Review Certification Form and Grantee Debarment Review and Certification Form MUST be attached with this Notice of Contract Award\*\*\*\*\***

## Notice of Award Instructions

- Section A. Contractor Information: **Must include all of the Following or this form will be returned.** Enter the name, address and phone number of the construction contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number, DUNS Number, Approved Davis Bacon Wage Rate Decision(s).
- Section B. Acceptance of Bid: Enter the dates of both Bid Advertisements. Enter the date of the bid opening and the amount of the contractor's bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Name of Grantee". Obtain the signature of the Authorized Official of the CDBG grantee on the line beside "Signature of Authorized Official". Type the Name and Title of the Authorized Official.
- Section C: Contractor Information:
1. Type of Trade: Check beside appropriate trade for contractor.
  2. Business Ownership: Check beside the appropriate race/ethnicity of the contractor.
  3. Check yes or no for minority/women-owned business. (A minority/women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
  4. Section 3 Contractor: Contracts of more than \$100,000 require the construction contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

*The completed Notice of Contract Award, the Contractor Review Certification and the Grantee Debarment Review and Certification forms must be uploaded into the OKGrants system in the Release of Funds Section.*



**City of McAlester**  
**2019 CDBG Sewer Project - Phase II**  
**Tuesday, July 21, 2020 @ 2:00 pm**  
**Bid Tabulation**

Base Bid				Advanced Construction & Maintenance, LLC 19 South Ridge Road Crowder, OK 74430				W. Brown Enterprises, Inc. 2905 N. 1st Ave. Durant, OK 74701				Sunrise Construction, LLC PO Box 864 Eufaula, OK 74432				Built Right Construction, LLC PO Box 366 Savanna, OK 74565				Goodwin & Goodwin, Inc. 3503 Free Ferry Road Fort Smith, AR 72903			
Item	Description	Unit	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE						
1	10-inch PVC SDR26 Sewer Main	580	LF	\$ 56.00	\$ 32,480.00	\$ 50.00	\$ 29,000.00	\$ 90.00	\$ 52,200.00	\$ 125.00	\$ 72,500.00	\$ 165.00	\$ 95,700.00										
2	4-Foot Diameter Standard Manhole	1	Each	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,800.00	\$ 5,800.00	\$ 7,300.00	\$ 7,300.00	\$ 5,500.00	\$ 5,500.00										
3	Additional Manhole Depth	6	VF	\$ 285.00	\$ 1,590.00	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 600.00	\$ 3,600.00	\$ 325.00	\$ 1,950.00										
4	Sewer Service Reconnection	7	Each	\$ 500.00	\$ 3,500.00	\$ 1,000.00	\$ 7,000.00	\$ 1,500.00	\$ 10,500.00	\$ 1,500.00	\$ 10,500.00	\$ 850.00	\$ 5,950.00										
5	Connect Sewer Main to Existing Manhole	2	Each	\$ 600.00	\$ 1,200.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00										
6	Concrete Surface Repair	20	LF	\$ 45.00	\$ 900.00	\$ 150.00	\$ 3,000.00	\$ 100.00	\$ 2,000.00	\$ 70.00	\$ 1,400.00	\$ 150.00	\$ 3,000.00										
7	Asphalt Surface Repair	16	LF	\$ 50.00	\$ 800.00	\$ 150.00	\$ 2,400.00	\$ 100.00	\$ 1,600.00	\$ 105.00	\$ 1,680.00	\$ 150.00	\$ 2,400.00										
Total Amount of Base Bid				\$ 45,970.00		\$ 50,900.00		\$ 75,900.00		\$ 99,380.00		\$ 117,500.00											
Additive Alternate Bid																							
Item	Description	Unit	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE						
1A	8-inch PVC SDR26 Sewer Main	187	LF	\$ 45.00	\$ 8,415.00	\$ 50.00	\$ 9,350.00	\$ 80.00	\$ 14,960.00	\$ 50.00	\$ 9,350.00	\$ 155.00	\$ 28,985.00										
4	Sewer Service Reconnection	4	Each	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,000.00	\$ 4,000.00	\$ 850.00	\$ 3,400.00										
5	Connect Sewer Main to Existing Manhole	1	Each	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00										
6	Concrete Surface Repair	40	LF	\$ 45.00	\$ 1,800.00	\$ 150.00	\$ 6,000.00	\$ 100.00	\$ 4,000.00	\$ 56.00	\$ 2,240.00	\$ 150.00	\$ 6,000.00										
7	Asphalt Surface Repair	150	LF	\$ 50.00	\$ 7,500.00	\$ 150.00	\$ 22,500.00	\$ 100.00	\$ 15,000.00	\$ 93.00	\$ 13,950.00	\$ 150.00	\$ 22,500.00										
8	Connect Sewer Main to Existing Sewer Main at Cleanout	1	Each	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	\$ 1,500.00										
Total Amount of Base Bid				\$ 20,815.00		\$ 44,350.00		\$ 43,460.00		\$ 31,890.00		\$ 63,885.00											
CERTIFIED AS TRUE AND CORRECT																							

**REGISTERED PROFESSIONAL ENGINEER**  
**ROBERT D. VAUGHAN**  
 21702  
 OKLAHOMA

Robert Vaughan, P.E.  
 Branch Manager  
 RV/dv MC-19-11A

**CERTIFIED AS TRUE AND CORRECT**  
 Infrastructure Solutions Group, LLC



# McAlester City Council

## AGENDA REPORT

Meeting Date:	July 28, 2020	Item Number:	5
Department:	Public Works		
	Dalton Carlton, Public		
Prepared By:	Works Director	Account Code:	
Date Prepared:	July 22, 2020	Budgeted Amount:	
		Exhibits:	3

### Subject

Consider and act upon, accepting the bid amount of \$80,000 from Bolding Construction, LLC and authorize the Mayor to sign the Notice of Award for the 24-inch Sewer Main Replacement, Peach Tree Place.

### Recommendation

The recommendation is to accept the bid from Bolding Construction, LLC for a total amount of \$80,000.00 and authorize the Mayor to sign the Notice of Award for the 24-inch Sewer Main Replacement, Peach Tree Place.

### Discussion

### Approved By

Department Head  
City Manager

D. Carlton  
P. Stasiak

Initial

Date

*[Signature]*

7-23-2020



July 21, 2020

City of McAlester  
28 East Washington  
McAlester, OK 74501

Re: 24-Inch Sewer Main Replacement, Peach Tree Place  
City of McAlester  
Letter of Recommendation; Notice of Award

Dear Mr. Carlton:

The above referenced project was bid at 2:30 p.m. on Tuesday, July 21, 2020 at the Infrastructure Solutions Group Office. Nine (9) contractors had received plans and specifications for this project and Five (5) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. Bolding Construction, LLC was the apparent low bidder with a bid of \$80,000.00.

We recommend that the City of McAlester award the contract to Bolding Construction, LLC in the amount of \$80,000.00.

Enclosed please find two (2) copies of the Notice of Award. Please place approval of the Notice of Award on the agenda of your next meeting. Upon approval please sign both copies of the Notice of Award and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

  
\_\_\_\_\_  
Robert Vaughan, P.E.  
Branch Manager

RV/dv  
Enclosure  
Project No. MC-20-06

## NOTICE OF AWARD

TO: Bolding Construction, LLC  
2699 South 144<sup>th</sup> Street West  
Haskell, OK 74436

Project Description: 24-Inch Sewer Main Replacement, Peach Tree Place

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 27, 2020 and July 7, 2020 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:  
\$ Eighty Thousand Dollars (\$80,000.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of McAlester  
OWNER

By: \_\_\_\_\_

Title: John Browne

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Bolding Construction, LLC this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_

**City of McAlester**  
**24-Inch Sewer Main Replacement, Peach Tree Place**  
**Tuesday, July 21, 2020 @ 2:30 pm**  
**Bid Tabulation**

Item	Description	Unit	QTY	Bolding Construction, LLC 2699 South 144th Street West Haskell, OK 74436		W. Brown Enterprises, Inc. 2905 N. 1st Ave. Durant, OK 74701		Built Right Construction, LLC PO Box 366 Savanna, OK 74565		Goodwin & Goodwin, Inc. 3503 Free Ferry Road Fort Smith, AR 72903		Circle B Underground, LLC 1215 North Main Street Bristow, OK 74010	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	24-inch PVC PS115 Sewer Main	365	LF	\$ 100.00	\$ 36,500.00	\$ 250.00	\$ 91,250.00	\$ 300.00	\$ 109,500.00	\$ 320.00	\$ 116,800.00	\$ 414.67	\$ 151,354.55
2	4-Foot Diameter Standard Manhole	2	Each	\$ 7,500.00	\$ 15,000.00	\$ 6,000.00	\$ 12,000.00	\$ 7,500.00	\$ 15,000.00	\$ 6,000.00	\$ 12,000.00	\$ 9,514.80	\$ 19,029.60
3	Additional Manhole Depth, (>6')	8	VF	\$ 2,000.00	\$ 16,000.00	\$ 250.00	\$ 2,000.00	\$ 600.00	\$ 4,800.00	\$ 375.00	\$ 3,000.00	\$ 837.68	\$ 6,701.44
4	Sewer Service Reconnection	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,350.00	\$ 1,350.00	\$ 2,500.00	\$ 2,500.00	\$ 2,839.37	\$ 2,839.37
5	Connect Manhole to Existing 24" Clay Tile Pipe	2	Each	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,105.00	\$ 6,210.00	\$ 3,000.00	\$ 6,000.00	\$ 5,520.51	\$ 11,041.02
6	Connect Manhole to Existing 12" Ductile Iron Pipe	1	Each	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,002.15	\$ 9,002.15
<b>Total Amount of Base Bid</b>				\$ 80,000.00		\$ 116,250.00		\$ 137,860.00		\$ 143,300.00		\$ 199,988.13	

\* - INDICATES MATHEMATICAL ERROR  
 CERTIFIED AS TRUE AND CORRECT  
 Infrastructure Solutions Group, LLC



Robert Vaughan,  
 Branch Manager  
 RV/dv



# McAlester City Council

## AGENDA REPORT

Meeting Date:	July 28, 2020	Item Number:	6
Department:	Public Works		
	Dalton Carlton, Public	Account Code:	
Prepared By:	Works Director		
Date Prepared:	July 22, 2020	Budgeted Amount:	
		Exhibits:	2

### Subject

Consider and act upon, authorizing the Mayor to sign the Work Order for Professional Services with Infrastructure Solutions Group, LLC for engineering services for Water Tower Controls and Distribution Improvements.

### Recommendation

Motion to authorize the Mayor to sign the Work Order for Professional Services in the amount of \$89,400.00 with Infrastructure Solutions Group, LLC for engineering services for Water Tower Controls and Distribution Improvements. The lump sum fee for engineering is \$68,000.00 and the Resident Project Representative Fee is \$21,400.00.

### Discussion

### Approved By

Department Head  
City Manager

D. Carlton  
P. Stasiak

Initial

Date

*PJS*

7-23-2020



July 20, 2020

Dalton Carlton, Public Works Director  
City of McAlester / McAlester Public Works Authority  
28 East Washington  
McAlester, OK 74501

Re: Work Order for Professional Services No. MC-20-08  
Water Tower Controls and Distribution Improvements

Dear Mr. Carlton:

Enclosed please find three (3) copies of the Work Order for Professional Services for the above referenced project.

Upon Approval, please have the Mayor execute all three (3) copies of the Agreement and retain one (1) copy for Cora, one (1) copy for your records and return one (1) copy to our office.

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

Sincerely,

Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.  
Branch Manager

RV/dv

Enclosures

McAlester Engineering Agreements File



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**WORK ORDER FOR PROFESSIONAL SERVICES**  
**City of McAlester / McAlester Public Works Authority**  
**Project Number MC-20-08**

This will constitute authorization by the City of McAlester / McAlester Public Works Authority (Owner) for Infrastructure Solutions Group, LLC, (Engineer) to proceed with the following described as "Project":

**Project Name:** Water Tower Controls and Distribution Improvements

**Project Description:** Skyline and Buffalo Tower Improvements including altitude valve, separate inlet and outlet piping. SCADA adjustments to make Seminole Tower control the hydraulic grade line of the system and water main replacement from Buffalo Tower on Third Street to Carl Albert Parkway.

- Assist City staff with the grant application(s) including Engineering Report and Cost Estimates.
- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Provide Resident Project Representative (RPR) during construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).



For performing the services described, the Engineer is to be paid a lump sum fee of \$68,000.00 for Engineering and \$21,400.00 for Resident Project Inspection, based on estimated cost of construction. The fees are broken down further as follows.

Preliminary Engineering Design Phase, 30%	\$ 20,400.00
Final Engineering Design Phase, 40%	\$ 27,200.00
Bidding & Contract Negotiation Phase, 10%	\$ 6,800.00
Engineering Construction Phase, 20%	\$ 13,600.00
Resident Project Representative	<u>\$ 21,400.00</u>
Total	\$ 89,400.00


APPROVED:  
City of McAlester/McAlester PWA

ACCEPTED:  
Infrastructure Solutions Group, LLC

By: \_\_\_\_\_  
John Browne  
Mayor

By: \_\_\_\_\_  
Dale Burke, P.E.  
President

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Robert Vaughan, P.E.  
Project Manager

DATE: \_\_\_\_\_



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 28, 2020	Item Number:	7
Department:	Toni Ervin, Asst. City Manager	Account Code:	
Prepared By:	June 23, 2020	Budgeted Amount:	
Date Prepared:		Exhibits:	1

### Subject

Consider and act upon, authorizing the Mayor to sign an Agreement between Tyler Technologies and the City of McAlester for hosting and cloud services for INCODE financial software in the amount of \$68,540.00 for fiscal year 2020/2021.

### Recommendation

Motion to approve authorization for the Mayor to sign an Agreement between Tyler Technologies and the City of McAlester for hosting and cloud services for INCODE financial software in the amount of \$68,540.00 for fiscal year 2020/2021.

### Discussion

This contract will replace the existing agreement in the amount of \$47,437.44 that we are currently paying annually for INCODE maintenance and software license. It will be replacing in-house hosting to cloud hosting services and allow off-site working capability during the COVID-19 Pandemic for certain employees having to work off-site. It will also eliminate future server replacement costs.

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak	7-23-2020



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of McAlester, Oklahoma.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.



- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees**. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no

case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or

to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.



## SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful

misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of McAlester

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of McAlester  
PO Box 578  
McAlester, OK 74502  
Attention: James Stanford





## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Lukas DeBolt  
 Quote Expiration: 1/3/2021  
 Quote Name: City of McAlester- LGD- Flip to SaaS  
 Quote Number: 2020-112777  
 Quote Description: Flip to SaaS

**Sales Quotation For**

City of McAlester  
 PO Box 578  
 McAlester, OK 74502-0578  
 Phone: +1 (918) 423-9300

**Tyler Software and Related Services - SaaS**

Description	One Time Fees			# Years	Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion		
<b>Financial Management Suite</b>					
Core Financials	0	\$0	\$0		\$11,023
Misc Accounts Receivable	0	\$0	\$0		\$3,245
System Software Non SQL	0	\$0	\$0		\$770
Fixed Assets	0	\$0	\$0		\$1,869
Forms Overlay	0	\$0	\$0		\$1,032
Tyler Output Processor Server	0	\$0	\$0		\$2,487
Payroll Personnel	0	\$0	\$0		\$5,984
Purchase Orders	0	\$0	\$0		\$4,486
Secure Signatures	0	\$0	\$0		\$1,423
<b>Customer Relationship Management Suite</b>					
Business License	0	\$0	\$0		\$4,459
Cemetery Records	0	\$0	\$0		\$2,577
Central Cash Collection	0	\$0	\$0		\$4,219
Brazos Citation Issuing Device Interface	0	\$0	\$0		\$0
Third Party Printing Interface	0	\$0	\$0		\$2,441
Utility CIS System	0	\$0	\$0		\$9,737
Utility Handheld MeterReader Interface	0	\$0	\$0		\$974
Utility Meter Data Sync w Scheduler	0	\$0	\$0		\$2,503
Utility Payment Import Generic Interface	0	\$0	\$0		\$1,004
<b>Incode Court Suite</b>					
Criminal Court Case Mgt	0	\$0	\$0		\$8,307
<b>Sub-Total:</b>		\$0	\$0		\$68,540
<b>TOTAL:</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>5</b>	<b>\$68,540</b>

**Summary**

Total Tyler SaaS

<b>One Time Fees</b>	<b>Recurring Fees</b>
\$0	\$68,540

Exhibit A

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$68,540
Contract Total	\$68,540	

**Comments**

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

**2.6 Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

**Change Management Services:** If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

**3. Third Party Products.**

**3.1 Third Party Software License Fees:** License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

**3.2 Third Party Software Maintenance:** The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

**3.3 Third Party Hardware:** Third Party Hardware costs, if any, are invoiced upon delivery.

**3.4 Third Party Services:** Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

**4. Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**5. Credit for Prepaid Maintenance and Support Fees for Tyler Software.** Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B  
Schedule 1  
Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings. \

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

**5. Internet Access – Hotels and Airports**

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

**6. International Travel**

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.



Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

#### IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

#### V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## **Exhibit C Schedule 1 Support Call Process**

### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### **Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>July 28, 2020</u>	Item Number:	<u>8</u>
Department:	<u>Finance</u>		
	<u>Sherri Swift, Chief Financial</u>	Account Code:	<u></u>
Prepared By:	<u>Officer</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 21, 2020</u>	Exhibits:	<u>6</u>
	<u></u>		

### Subject

Presentation of the Monthly Financial Update.

### Recommendation

Discussion.

### Discussion

Discussion on City of McAlester's Monthly Financial Update.

See attached reports.

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PJS*

Date

*7-23-2020*



## City of McAlester

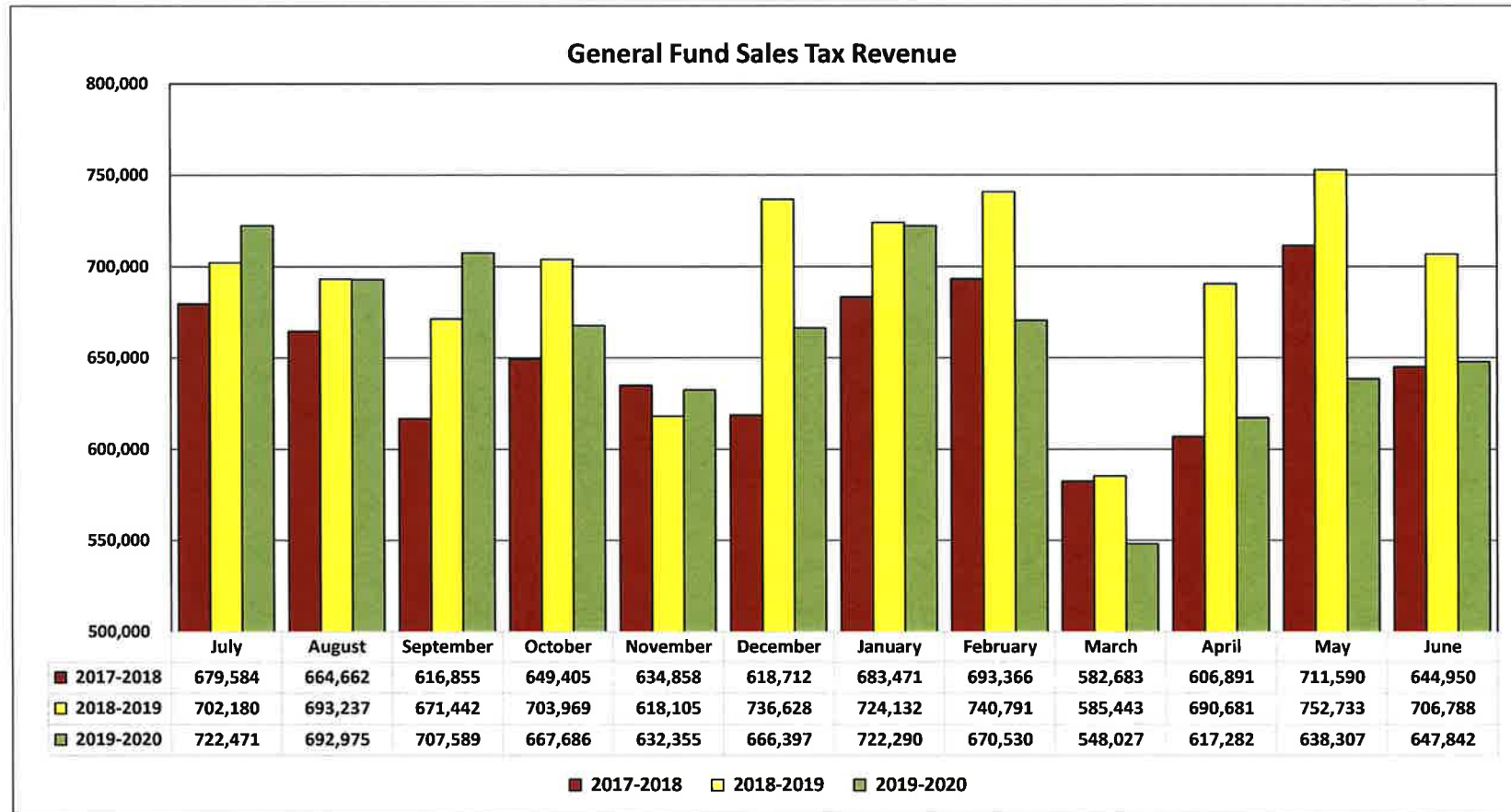
Financial Summary as of June, 2020

Percentage of year complete: 100%

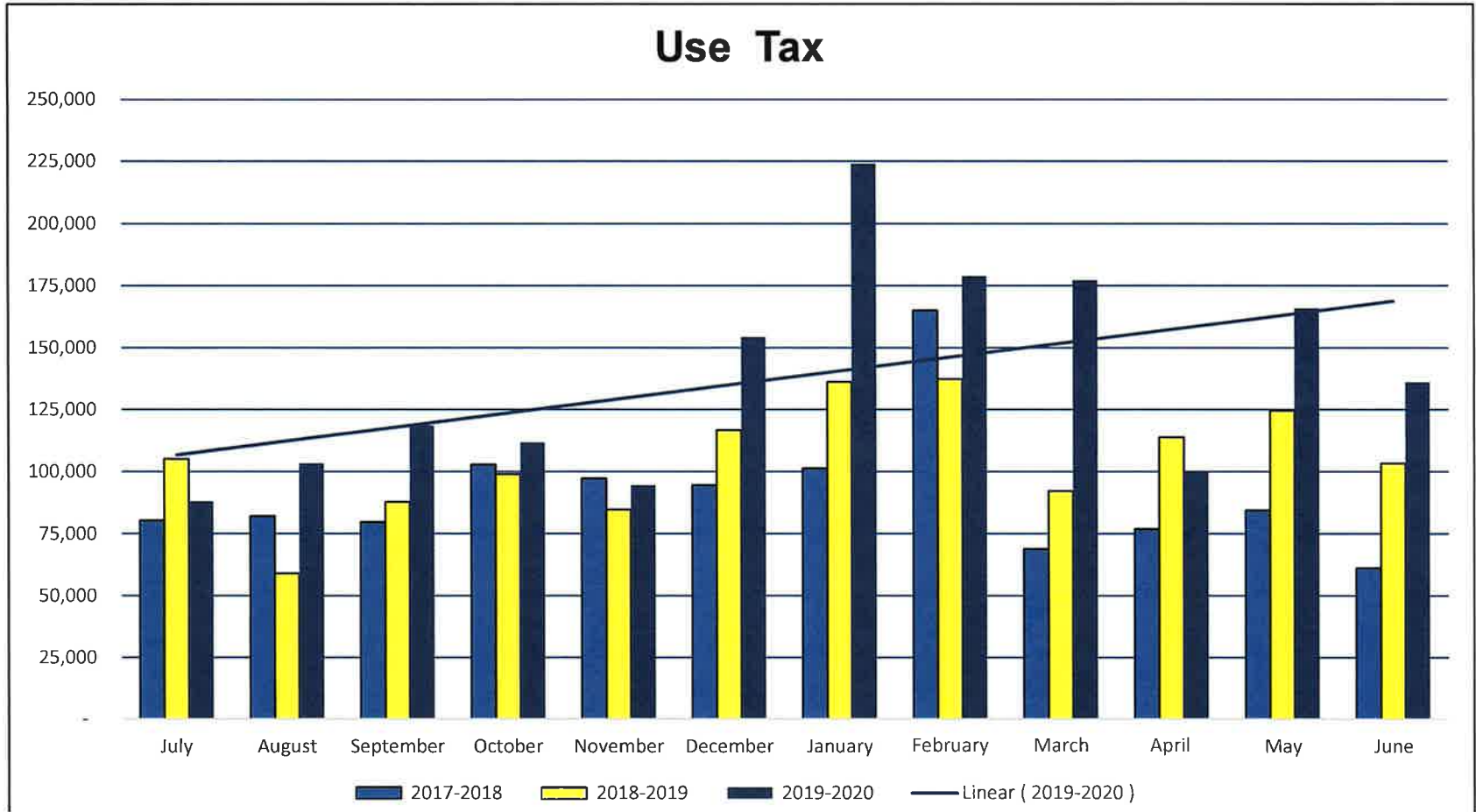
GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
<b>BEGINNING FUND BALANCE</b>	<b>\$ 808,038</b>	<b>\$ 808,038</b>	<b>\$ 808,038</b>	
REVENUES	14,243,382	14,243,382	13,173,652	92.49%
EXPENDITURES	(14,877,856)	(15,377,856)	(13,712,064)	89.17%
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ (634,474)</b>	<b>\$ (1,134,474)</b>	<b>\$ (538,412)</b>	
TRANSFERS IN	\$ 1,729,641	2,372,986	\$ 1,900,875	80.10%
TRANSFERS OUT	(1,095,167)	(1,377,524)	(1,081,371)	78.50%
<b>NET TRANSFERS</b>	<b>\$ 634,474</b>	<b>\$ 995,462</b>	<b>\$ 819,504</b>	
<b>INCREASE (DECREASE) TO BALANCE</b>	<b>\$ -</b>	<b>\$ (139,012)</b>	<b>\$ 281,092</b>	
<b>ENDING BALANCE</b>	<b>\$ 808,038</b>	<b>\$ 669,026</b>	<b>\$ 1,089,130</b>	

MPWA FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
<b>BEGINNING FUND BALANCE</b>	<b>\$ 746,969</b>	<b>\$ 746,969</b>	<b>\$ 746,969</b>	
REVENUES	9,620,160	9,620,160	8,891,256	92.42%
EXPENDITURES	(7,640,456)	(7,625,456)	(7,089,087)	92.97%
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ 1,979,704</b>	<b>\$ 1,994,704</b>	<b>\$ 1,802,169</b>	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(1,979,704)	(2,476,049)	(2,003,938)	80.93%
<b>NET TRANSFERS</b>	<b>\$ (1,979,704)</b>	<b>\$ (2,476,049)</b>	<b>\$ (2,003,938)</b>	
<b>INCREASE (DECREASE) TO BALANCE</b>	<b>\$ -</b>	<b>\$ (481,345)</b>	<b>\$ (201,769)</b>	
<b>ENDING BALANCE</b>	<b>\$ 746,969</b>	<b>\$ 265,624</b>	<b>\$ 545,200</b>	

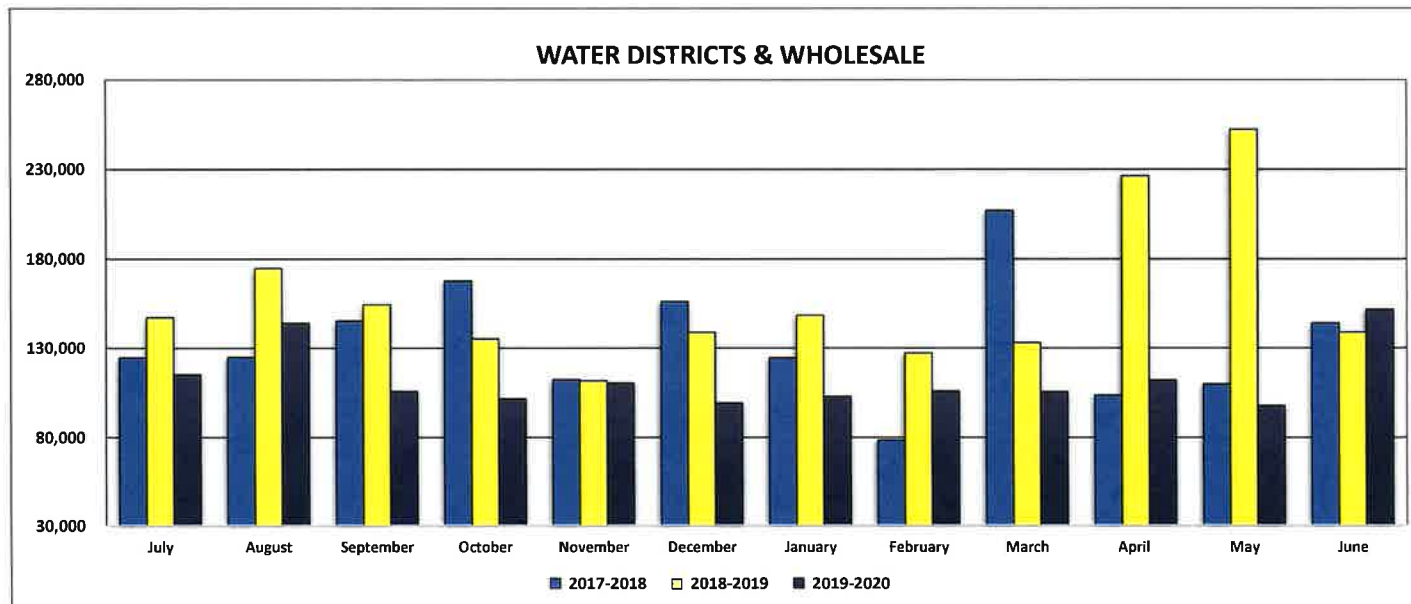
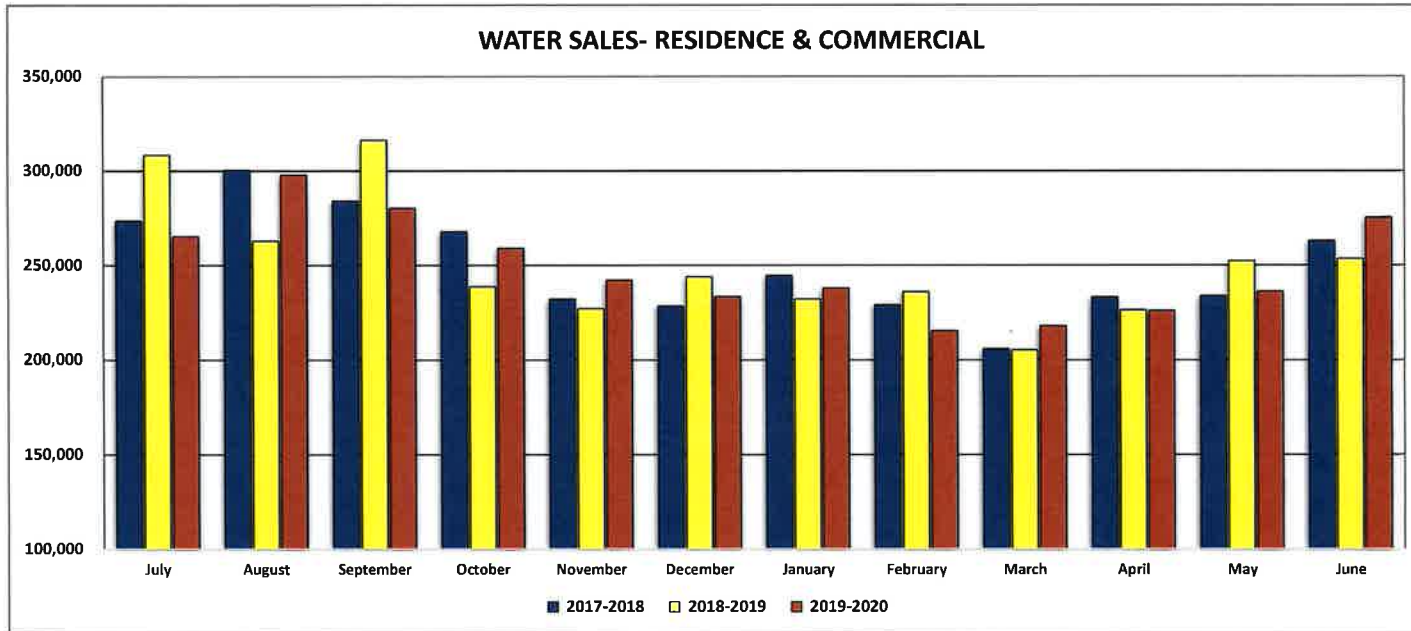
# City of McAlester: Financial Update



# GENERAL FUND REVENUES



## MPWA REVENUES 2019-2020



**CITY OF MCALESTER**  
**TREASURY REPORT**

**JUNE 2020**

<b>BANK/AGENCY</b>	<b>BALANCE 6/30/2020</b>	<b>HIGHEST BALANCE OF CURRENT MONTH</b>
<b>FIRST NATIONAL BANK:</b>		
POOLED CASH	\$ 8,273,220	\$ 8,780,635
PAYROLL	10,006	120,292
2003 A BOND EDUCATIONAL	5,174	5,174
2003B/2004 ECONOMIC DEV	5,163	5,163
STATE FORFIETURE (PD REVOLVING EVIDENCE)	55,257	55,257
EMERGENCY FUND ACCOUNT	3,371,312	3,870,191
ECONOMIC DEVELOPMENT	793,578	793,578
WORKER'S COMP	89	89
SAVINGS (1044699)	7,145	7,145
CD - 73927 FNB	256,069	256,069
TOTAL	\$ 12,777,013	\$ 13,893,593
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(14,866,028)	(14,866,028)
(OVER)/UNDER PLEDGED	\$ (2,589,015)	\$ (1,472,435)
<b>BANCFIRST</b>		
CD -361000406 BANCFIRST	775,000	775,000
<b>GENERAL FUND - CLAIM ON POOLED CASH =</b>	<b>\$654,171</b>	
<b>MPWA - CLAIM ON POOLED CASH =</b>	<b>\$357,253</b>	



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** July 28, 2020 **Item Number:** 9

**Department:** City Council

**Prepared By:** Cully Stevens, Councilman **Account Code:** \_\_\_\_\_

**Date Prepared:** July 22, 2020 **Budgeted Amount:** \_\_\_\_\_

**Exhibits:** \_\_\_\_\_

### Subject

Consider and act upon, authorizing the City of McAlester to allocate funding in the amount of \$30,000 to be used as matching grants for local businesses in purchasing face masks and/or face coverings.

### Recommendation

Motion to approve and authorize the City of McAlester to allocate funding to be used as matching grants for local businesses for the purchase of face masks and/or face coverings.

### Discussion

These funds shall be drawn from both the CARES Act funding (50%-\$15,000) and the Economic Development Fund (50%-\$15,000) and provided to those businesses as matching grants of up to \$250 (per business) for the purchase of face masks/face coverings. These face masks/face coverings are to be provided free of charge to the public upon their entrance into the establishment. Businesses shall be required to provide documentation showing the purchase of the face masks/face coverings in order to receive these funds.

### Approved By

*Initial*

*Date*

**Department Head**

**City Manager**

P. Stasiak

*PJS*

*7-23-2020*

## Susan Hooper

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**From:** Peter Stasiak  
**Sent:** Wednesday, July 22, 2020 10:53 AM  
**To:** cully\_stevens@yahoo.com  
**Cc:** Susan Hooper  
**Subject:** RE: Tuesday agenda

Councilman:  
I will get this added to the agenda.  
Pete

-----Original Message-----

From: cully\_stevens@yahoo.com <cully\_stevens@yahoo.com>  
Sent: Wednesday, July 22, 2020 10:05 AM  
To: Peter Stasiak <peter.stasiak@cityofmcalester.com>  
Subject: Tuesday agenda

Pete,

I would like to have on the agenda Tuesday, a program for the following in the community:

City of McAlester shall allocate \$30,000, 50% from Cares Funds and 50% from economic development, to be used for matching grants of up to \$250 for businesses to purchase masks or face coverings, to be distributed for free to the general public upon entrance to the respective business.

How I see this working out practically is businesses showing receipt of purchase for face coverings, up to, or in excess of the \$250 and the city shall match that amount for them to purchase more or helping offset the cost. I think this helps relieve the pressure of businesses trying to enforce if there is a mandate in place, or not, and will help keep our businesses sustainably running, protect those at risk working/shopping, and help normalize something that has a low threshold of sacrifice for our community and neighbors. I'm hoping this can be one way of relieving tension about masks/face coverings and help normalize it in our community.

Cully

Sent from my iPhone

Council Chambers  
Municipal Building  
July 14, 2020

The McAlester Airport Authority met in Regular session on Tuesday, July 14, 2020, at 6:00 P.M. after proper notice and agenda was posted July 9, 2020.

Present in Person: Weldon Smith, Billy Jack Boatright & 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 Mr. Boatright to approve the following:

- Approval of the Minutes from the June 23, 2020, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)* In the amount of \$2,840.35.
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 7, 2020. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, acceptance of a bid from Ideal Cleaning in the amount of \$3,000 per month to provide cleaning services to the City of McAlester Buildings. *(Sherri Swift, Chief Financial Officer)*

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

AYE: Trustees Smith, Boatright, Brown, 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 Mr. Boatright. There was no discussion, and the vote was taken as follows:

AYE: Trustees Smith, Boatright, Brown, Prichard, Stevens, Cox & Chairman Browne  
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

\_\_\_\_\_  
John Browne, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary



Council Chambers  
Municipal Building  
July 14, 2020

The McAlester Public Works Authority met in Regular session on Tuesday, July 14, 2020, at 6:00 P.M. after proper notice and agenda was posted July 9, 2020.

Present in Person: Weldon Smith, Billy Jack Boatright & 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 Mr. Browne to approve the following:

- Approval of the Minutes from the June 23, 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 July 7, 2020. *(Sherri Swift, Chief Financial Officer)* in the amount of \$249,062.18.
- Confirm action taken on City Council Agenda Item C, acceptance of a bid from Ideal Cleaning in the amount of \$3,000 per month to provide cleaning services to the City of McAlester Buildings. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, the presentation and acceptance of the McAlester Hydraulic Analysis Report performed by Infrastructure Solutions Group, LLC for the City of McAlester. *(Dale Burke, Infrastructure Solutions Group, LLC)*
- Confirm action taken on City Council Agenda Item 3, approval of a water rate increase for Rural Water Districts and Wholesale Customers. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, acceptance of the bid amount of \$559,247.60 from APAC Central, Inc. and authorize the Mayor to sign the Notice of Award for the Street Overlay Project. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, an amendment to an ordinance of the City of McAlester to clarify the repair, replacement, and maintenance of tin horns, etc. on commercial property. *(Oliver Skimbo, Environmental Projects Coordinator)*
- Confirm action taken on City Council Agenda Item 7, an amendment to a Professional Service Owner-Consultant Agreement with the City of McAlester (owner) and Meshek & Associates, LLC (consultant). This amendment will serve as an extension of the original contract by providing additional funding, updated billing rates (A1), with a similar scope of work. *(Oliver Skimbo, Environmental Projects Coordinator)*

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

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

NAY: None

Chairman Browne declared the motion carried.

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

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

NAY: None

Chairman Browne declared the motion carried.

ATTEST:

\_\_\_\_\_  
John Browne, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary

Council Chambers  
Municipal Building  
June 23, 2020

The McAlester Retirement Trust Authority met in Regular session on Tuesday, June 23, 2020, at 6:00 P.M. after proper notice and agenda was posted June 19, 2020.

Present in Person: Weldon Smith, Maureen Harrison & Chairman 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 Ms. Harrison to approve the following:

- Approval of the Minutes from the May 26, 2020, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of June, 2020. (*Sherri Swift, Chief Financial Officer*) In the amount of \$113,979.30.

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

AYE: Trustees Smith, Harrison, Stevens, Cox, Brown, Prichard & Chairman Browne  
NAY: None

Chairman Browne declared the motion carried.

There being no further business to come before the Authority. Mr. Smith moved for the meeting to be adjourned, seconded by Ms. Harrison, and the vote was taken as follows:

AYE: Trustees Smith, Harrison, Stevens, Cox, Brown, Prichard & Chairman Browne  
NAY: None

Chairman Browne declared the motion carried.

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John Browne, Chairman

ATTEST:

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Cora Middleton, Secretary