



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, September 22, 2020 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Attending in Person

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

Attending via Teleconference

Cully Stevens..... Ward Two
Steve Cox..... Ward Three
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 within the required time frame. Public call-in number is (866)899-4679, Access Code 547-660-461.

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the September 8, 2020, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for September 2, 2020 through September 15, 2020. *(Sherri Swift, Chief Financial Officer)*
- C. Discussion and possible action, on approval of an agreement for mutual aid between McAlester Ammunition Plan and the City of McAlester Fire Department. *(Brett Brewer, Fire Chief)*
- D. Consider and act upon, approval of the Memorandum of Understanding and authorize the Mayor to sign the Collective Bargaining Agreement for fiscal year 2020-2021 with FOP Lodge 97, McAlester Police Department. *(Peter Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA**PUBLIC HEARING**

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

AN ORDINANCE AMENDING CHAPTER 110, VEHICLES FOR HIRE, OF THE MCALESTER CITY CODE; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

AN ORDINANCE CREATING CHAPTER 94, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE MCALESTER CITY CODE, ARTICLE 1, IN GENERAL, SECTION 94-8, PERMIT FOR ELECTRIC CHARGING STATIONS ON PUBLIC STREETS AND SIDEWALKS; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

SCHEDULED BUSINESS

1. **TABLED FROM THE AUGUST 25, 2020 MEETING;** Consider and act upon, an Ordinance Amendment of the City of McAlester amending the Taxicab Business License and Taxicab Driver's License Permits. (*Kevin Hearod, Police Chief*)

Executive Summary

Motion to pass and approve an Ordinance amending the Taxicab Permit Ordinances, which strengthens the enforceability of the Taxicab Ordinances and Permit Process.

2. **TABLED FROM AUGUST 25, 2020 MEETING;** Consider and act upon, an ordinance of the City of McAlester to allow for the permitting of the installation of electronic charging stations on City right-of-ways on public streets and sidewalks. (*Kirk Ridenour, Economic Development Director*)

Executive Summary

Motion to pass and approve an Ordinance allowing for the permitting and installation of electronic charging stations on City right-of-ways on public streets and sidewalks.

3. **TABLED FROM THE SEPTEMBER 8, 2020 MEETING;** Consider and act upon, authorizing the purchase of a 2019 Western Star 4700SB Roll Off truck from Premier Truck Sales in Tulsa. (*Dalton Carlton, Public Works Director*)

Executive Summary

Motion to approve and authorize the purchase of a 2019 Western Star 4700SB Roll Off truck on State Contract SW035T and SW197 from Premier Truck Sales for the state bid price of \$168,690.00.

4. **TABLED FROM THE SEPTEMBER 8, 2020 MEETING;** Consider and act upon, authorizing the purchase of a New 2019 Western Star 4700SB Roll Off Truck from Premier Truck Group of Tulsa. (*Sherri Swift, Chief Financial Officer*)

Executive Summary

Staff recommends financing the vehicle with First National Bank based on the interest rates and term of the loan. 60 months at 2.730%.

5. 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 Plant Clearwell Rehabilitation. (*Dalton Carlton, Public Works Director*)

Executive Summary

Motion to authorize the Mayor to sign the Work Order for Professional Services in the amount of \$85,500.00 with Infrastructure Solutions Group, LLC for engineering services for Water Plant Clearwell Rehabilitation. The lump sum fee for engineering is \$64,800.00 and the Resident Project Representative Fee is \$20,700.00.

6. Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay No. 2 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the UPS Lift Station Improvements and accept the project as completed. *(Dalton Carlton, Public Works Director)*

Executive Summary

Motion to authorize the Mayor to sign the Contractor's Final pay No. 2 in the amount of \$146,542.97 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the UPS Lift Station Improvements and accept the project as completed.

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

Executive Summary

Discussion.

8. Discussion and possible action on Ordinance 2692, Amended Mask-Face Covering Mandate. *(John Browne, Mayor)*

Executive Summary

Discussion and possible action.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the September 8, 2020, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 15, 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 September 8, 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 September 15, 2020. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, authorization for the purchase of a 2019 Western Star 4700SB Roll Off truck from Premier Truck Sales in Tulsa. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 4, authorization for the purchase of a New 2019 Western Star 4700SB Roll Off Truck from Premier Truck Group of Tulsa. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, authorization for the Mayor to sign the Work Order for Professional Services with Infrastructure Solutions Group, LLC for engineering services for Water Plant Clearwell Rehabilitation. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, authorization for the Mayor to sign the Contractor's Final Pay No. 2 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the UPS Lift Station Improvements and accept the project as completed. *(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 August 25, 2020, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*

- Approval of Retirement Benefit Payments for the Period of September, 2020.
(*Sherri Swift, Chief Financial Officer*)

ADJOURN MRTA

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2020 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, September 8, 2020, at 6:00 P.M. after proper notice and agenda was posted, September 3, 2020, at 3:33 P.M.

John Titsworth 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, James Brown, Billy Jack Boatright & John Browne
Present via Teleconference: Cully Stevens, Steve Cox & Zach Prichard
Absent: None
Presiding: John Browne, Mayor

Staff Present: Pete Stasiak, City Manager, Sherri Swift, CFO and Cora Middleton, City Clerk

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

Citizens Comments on Non-Agenda Items

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

There were no citizen comments.

Consent Agenda

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

- A. Approval of the Minutes from the August 20, 2020, Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- B. Approval of the Minutes from the August 25, 2020, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)
- C. Approval of Claims for August 19, 2020 through September 1, 2020. (Sherri Swift, Chief Financial Officer) In the following amounts: General Fund - \$247,359.92; Nutrition Fund - \$2,006.19; Tourism Fund - \$5,029.78; SE Expo Center - \$2,155.91; E-911 - \$6,328.51;

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Economic Development - \$8,635.17; Grants & Contributions - \$2,277.01; Fleet Maintenance - \$14,548.42; Dedicated Sales Tax-MPWA - \$500.00; CIP Fund - \$26,343.75; Technology Fund - \$12,835.84; Stormwater Fund - \$9,484.13 and Infrastructure Fund - \$10,409.92.

- D. Consider and act upon, indefinitely postponing Tort Claim filed by Brent Lott. (*Cora Middleton, City Clerk*)
- E. Consider and act upon, indefinitely postponing Tort Claim filed by Robert Schrader. (*Cora Middleton, City Clerk*)
- F. Concur with the Mayor's appointment of Thanita Wiggins to the Cemetery Board as replacement for Mr. John Proctor for a term to expire December 31, 2021. (*John Browne, Mayor*)

Councilman Stevens requested that item "C" be removed for individual consideration.

Councilman Prichard requested that item "E" be removed for individual consideration.

There was no further discussion and a motion to approve the Consent Agenda Items "A, B, D and F" was made by Vice-Mayor Brown. The motion was seconded by Councilman Boatright, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

Items Removed from Consent Agenda

- C. Approval of Claims for August 19, 2020 through September 1, 2020. (*Sherri Swift, Chief Financial Officer*) In the following amounts: General Fund - \$247,359.92; Nutrition Fund - \$2,006.19; Tourism Fund - \$5,029.78; SE Expo Center - \$2,155.91; E-911 - \$6,328.51; Economic Development - \$8,635.17; Grants & Contributions - \$2,277.01; Fleet Maintenance - \$14,548.42; Dedicated Sales Tax-MPWA - \$500.00; CIP Fund - \$26,343.75; Technology Fund - \$12,835.84; Stormwater Fund - \$9,484.13 and Infrastructure Fund - \$10,409.92.

Councilman Stevens inquired about a payment to Ronnie May.

CFO Swift explained that it was for the Municipal Court and Mayor Browne stated that Mr. May had filled in for the regular Judge.

There was no other discussion, and a motion to approve Item "C", claims was made by Councilman Smith. The motion was seconded by Councilman Boatright, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

E. Consider and act upon, indefinitely postponing Tort Claim filed by Robert Schrader.
(Cora Middleton, City Clerk)

Councilman Prichard inquired about postponing the claim and if there was a specific time for the postponement.

Manager Stasiak stated that this gave the City's insurance time to process the Claim.

Clerk Middleton added that there was not a specific time for the postponement and the postponement gave the City's insurance provider time to gather information, speak with individuals as needed and make a determination on the claim.

There was no further discussion, and a motion to approve Item "E", indefinitely postponing Tort Claim filed by Robert Schrader was made by Councilman Prichard. The motion was seconded by Vice-Mayor Brown, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

A motion to open a Public Hearing to address a proposed ordinance 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, and the Public Hearing was opened at 6:09 P.M.

Public Hearing

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

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,
AMENDING ORDINANCE NO. 2687 WHICH ESTABLISHED THE
BUDGET FOR FISCAL YEAR 2020-2021; REPEALING ALL
CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY
CLAUSE; AND DECLARING AN EMERGENCY.**

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There were no comments on the proposed ordinances, and a motion to close the Public Hearing was made by Vice-Mayor Brown. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:10 P.M.

Scheduled Business

1. Presentation and discussion on the McAlester Concrete Clearwells Evaluation performed by Infrastructure Solutions Group LLC. (*Dale Burke, Infrastructure Solutions Group LLC*)

Executive Summary

Presentation and discussion.

Manager Stasiak addressed the reviewing the storage capacities of the City's Water Treatment Plant. He explained the various scenarios and how each could affect the City.

Dale Burke, P.E. President Infrastructure Solutions Group, LLC addressed the Council reviewing the status of the Clearwells at the City's Water Treatment Plant. During his review he informed the Council that the Clearwells were constructed in the early 1980s when the Water Treatment Plant was constructed, and the west basin had been offline for at least three (3) years because of an excessive leak. He explained that the leak was because of the exterior concrete wall cracking, the deterioration of the expansion/construction joints and the estimated water loss was 259,000 gallons per day. Mr. Burke reviewed several pictures that depicted the condition of both Clearwells and commented that to repair either of the wells, they had to be completely dry. Mr. Burke reviewed the options for repair or replacement of the Clearwells and included the cost, advantages, and disadvantages of each option.

There was discussion concerning the various options, their costs, what the main issues currently were, how much water was currently being lost, the length of warranty for the work done, how long this process could take, the balance in the Infrastructure Fund, funding options, the City's ability to fund a new Water Treatment Plant, the ideal capacity of the clear wells, how the cost of treating water was calculated and getting the longest warranty possible.

There was no action on this item.

2. Consider and act upon, authorization for Staff to initiate a loan between MPWA, an authority of the City, and First National Bank to fund Clear Well Improvements identified as MC-19-27 by Infrastructure Solutions Group, LLC. (*Sherri Swift, Chief Financial Officer*)

Executive Summary

Staff recommends First National Bank, based on the interest rates and term of the loan. 10yr at 2.73%

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CFO Swift addressed the Council explaining that staff had contacted three (3) local banks for possible financing options for the Clear Well Improvement Project. She stated that the banks had been asked to furnish proposals for ten (10), twelve (12) and fifteen (15) year terms for an estimated amount of \$900,000.00. She added that First National Bank had provided the best option for the City's needs at an interest rate of 2.73% for ten (10) years.

After a brief discussion concerning what percentage rate had been offered, the length of the proposed loan and if any funds had been previously allocated for the clear wells, a motion to authorize staff to initiate a loan between the McAlester Public Works Authority, an authority of the City of McAlester, and First National Bank for ten (10) years at 2.73% interest, to fund Clear Well Improvements identified as MC-1-27 by Infrastructure Solutions Group, LLC was made by Councilman Smith and seconded by Vice-Mayor Brown. There was no further discussion, and the vote was taken as follows:

AYE: Councilmembers Smith, Brown, Boatright & Mayor Browne

NAY: Councilmembers Prichard, Stevens & Cox

Mayor Browne declared the motion carried.

3. Consider and act upon, authorizing the City Manager to accept a grant award from the Oklahoma Highway Safety Office in the amount of \$43,270.00 to implement the McAlester Traffic Enforcement Program. *(Stephanie, Giacomo, Grants Administration)*

Executive Summary

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

Mayor Browne commented that this grant would allow the officers to work over-time to do traffic control.

Captain Parker stated that this would aid in traffic enforcement and safety and would be reimbursed one hundred percent (100%). He added that it also would help purchase equipment and training.

There was a brief discussion concerning the number of contacts that were required with the grant and if this had increased the amount of danger that the officers were exposed to.

A motion to accept the grant award and conditions and authorize the City Manager to execute the agreement with the Oklahoma Highway Safety Office 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 & Mayor Browne

NAY: Councilmember Prichard

Mayor Browne declared the motion carried.

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4. Consider and act upon, a resolution supporting an application to the WaterSMART Water and Energy Efficiency Grants for Fiscal Year 2021. *((Stephanie, Giacomo, Grants Administration))*

Executive Summary

Staff recommends adoption of the resolution authorizing submittal of a grant application and cost sharing a minimum of \$500,000.00 towards the project.

Manager Stasiak addressed the Council explaining that this was a grant opportunity to replace the water line from the Buffalo Water Tank to Carl Albert Parkway and improvement to three (3) of the water towers for a total projected cost of \$936,000.00. He stated that this a 50/50 matching grant.

Vice-Mayor Brown left the meeting at 7:12 P.M.

Dale Burke, P.E. President Infrastructure Solutions Group, LLC added that this would help increase the usage of the water towers and fall into one of the critical needs of the City's water infrastructure.

Grant Writer Giacomo addressed the Council clarifying that the percentages that would be shared between the City and the grant at 53% and 47% respectively.

Mayor Browne called for a recess at 7:14 P.M. to allow Vice-Mayor Brown to come back to the meeting.

Vice-Mayor Browne returned to the meeting at 7:15 P.M.

Manager Stasiak gave a brief recap of the project that was planned for this grant.

Councilman Smith moved to approve RESOLUTION NO. 20-15, authorizing the submittal of an application to the WaterSMART Water and Energy Efficiency Grant program from the Bureau of Reclamation for fiscal year 2021 and cost sharing a minimum of \$500,000.00. The motion was seconded by Councilman Boatright.

There was no further 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.

5. Consider and act upon, accepting the bid amount of \$91,248.53 from Bates Instrumentation, LLC. and authorize the Mayor to sign the Notice of Award for the Wade Watts Sidewalk Project. *(Dalton Carlton, Public Works Director)*

Executive Summary

The recommendation is to accept the bid from Bates Instrumentation, LLC for a total amount of \$91,248.53 and authorize the Mayor to sign the Notice of Award for the Wade Watts Sidewalk Project.

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Dale Burke, P.E. President Infrastructure Solutions Group, LLC addressed the Council explaining that bids for this project had been received and opened on August 27, 2020 at 2:00 P.M. with four (4) of the six (6) contractors that had received plans and specifications for this project submitting bids. He stated that of those four (4) Bates Instrumentation, LLC had been the lowest most qualified contractor to submit a bid.

John Titsworth, 1010 Douglas addressed the Council questioning the need for sidewalks when the City's water system was in dire need of repair.

After a brief discussion concerning the walkability of the City, the two (2) areas of the City that heavy foot traffic had worn trails into the grass along the roads, the distance of the sidewalks from the curbs and where the funds would be coming from, a motion to accept the bid in the amount of \$91,248.53 from Bates Instrumentation, LLC and authorize the Mayor to sign the Notice of Award for the Wade Watts Sidewalk Project was made by Councilman Smith. The motion was seconded by Councilman Prichard, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

6. Consider and act upon, authorizing the purchase of a 2019 Western Star 4700SB Roll Off truck from Premier Truck Sales in Tulsa. (*Dalton Carlton, Public Works Director*)

Executive Summary

Motion to approve and authorize the purchase of a 2019 Western Star 4700SB Roll Off truck on State Contract SW035T and SW197 from Premier Truck Sales for the state bid price of \$168,690.00.

Manager Stasiak addressed the Council explaining that this was to replace the truck that is used in the City's recycling program and moves the sludge from the Water Treatment Plant to the landfill. He stated that this truck travels to Durant a couple of times a week and moves the sludge several times a week. He added that this truck was around twenty (20) years old and was constantly having mechanical issues.

John Titsworth, 1010 Douglas addressed the Council commenting that the money spent on the purchase of a new truck could be used on the City's water system. He stated that it would be more economical for the City to contract with a local business that had trucks that could transport the recycling products once a week and use the City's dump trucks to move the sludge to the landfill.

After a brief discussion concerning the cost to contract with a trucking company and the overall cost for the City to purchase and operate a Roll Off truck a motion to postpone this item was made by Vice-Mayor Brown. The motion was seconded by Councilman Boatright, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

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7. Consider and act upon, declaring certain vehicles surplus property in accordance with the Code of Ordinances Sec 2-410 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-411. *(Toni Ervin, Assistant City Manager)*

Executive Summary

Motion to declare certain vehicles surplus and authorize the disposal of them.

Manager Stasiak addressed the Council explaining that the City had several vehicles that were no longer in service because of the cost of repairs or they were no longer safe to operate. He stated that the vehicles that were still running would be taken to the local auto auction and the others would be listed on a surplus website. He added that with the Council approved purchase of several new vehicles previously, these would be with either new vehicles or with later model vehicles that the City already owns.

There was no other discussion, and a motion to declare certain vehicles surplus and authorize their disposal was made by Councilman Smith. The motion was seconded by Vice-Mayor Brown, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

8. Consider and act upon, authorizing the purchase of one new and unused 2020 Police Pursuit Dodge Charger for \$25,918.00 on State of Oklahoma Vehicle Contract SW035 pursuant to Section 2-382 of the McAlester City Code. *(Kevin Hearod, Police Chief)*

Executive Summary

Motion to approve the purchase of one new and unused 2020 Dodge Charger.

Chief Hearod addressed the Council explaining that this vehicle would replace a 2017 Charger that had been totaled in an accident in July of this year. He stated that the insurance settlement on the totaled vehicle was \$17,941.00.

There was no other discussion, and a motion to authorize the purchase Vehicle Contract SW035, pursuant to Section 2-382 of the McAlester City Code was made by Vice-Mayor Brown. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

Mayor Browne declared the motion carried.

9. Consider and act upon, an Ordinance amending Ordinance No. 2687 which established the budget for fiscal year 2020-2021; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Sherri Swift, Chief Financial Officer)*

Executive Summary

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A motion to approve the budget amendment ordinance.

CFO Swift addressed the Council explaining that this ordinance was to amend fiscal year 2020-2021 budget appropriating funds for merit increases and half of the clothing allowance. She then reviewed each of the exhibits for the ordinance.

ORDINANCE NO. 2694

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2687 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2020-2021; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion to approve **ORDINANCE NO. 2694**, amending fiscal year 2020/2021 Budget was made by Councilman Smith. The motion was seconded by Vice-Mayor Brown.

Before the vote, Councilman Boatright inquired about the amount that was going into the Nutrition Fund.

Manager Stasiak explained that \$2,470.00 was being transferred into Nutrition from the General Fund.

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.

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

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

Mayor Browne declared the motion carried.

Mayor Browne commented that the City was moving closer to getting the employees back to whole.

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.

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City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak reported that the City had advertised for the Animal Control position and had received four (4) qualified applications and should have a decision this week. He stated that the Police Department was conducting testing for a couple of positions, the Tourism Department was working on the sign west of town, and the "Move to McAlester" draft plan. He informed the Council that the preliminary sales tax receipts for September was \$1.26 million, \$265,000.00 over budget and use tax had come in strong also. He added this was what was allowing the City to bring back employees, reinstate benefits that had been taken away and forgo furlough days. He commented that the Budget was at 210 employees and were currently at 187. He commented that the City was evaluating the positions that had been opened because of the early retirements. He updated the Council on the Asphalt Overlay Project, he stated that the PPE Program for area businesses was supplying two hundred (200) masks and three (3) bottles of sanitizer and thirty-five (35) businesses had participated in the program with seven (7) more pending. He stated that the City was working on the Rural Water District rates and was putting together a work group of accountants, Auditors, Water Districts, and other individuals as determined by the Council.

Remarks and Inquiries by City Council

Vice-Mayor Brown inquired about the City working to recruit replacements for the businesses that were leaving the community.

Manager Stasiak commented that the City did not replace businesses, that developers were the groups that determined what businesses came into a community and he did not know what would be going into the Stage or JC Penney locations.

Councilman Boatright commented that the "Old Town Festival" had been held this past weekend and had been very successful.

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

Mayor's Comments and Committee Appointments

Mayor Browne stated that the McAlester/Krebs City wide Garage Sale had been slated for the first weekend of October and the number to call and register was 918-424-9600. He commented that he had met with the Pastor that had spoken at the last meeting and had a very good discussion. He then asked Manager Stasiak to have traffic control address a parking issue at 436 W. Adams.

Recess Council Meeting

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

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

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

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:52 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:54 P.M.

A motion to recess the Regular meeting for an Executive Session in accordance with Title 25, Section 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: FOP, was made by Councilman Smith and seconded by Vice-Mayor Brown. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 7:54 P.M.

Executive Session

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

- Proposed Executive Session pursuant to Title 25, Sec. 307(B)(2), to discuss negotiations concerning employees and representatives of employee groups: FOP

Reconvene into Open Session

Take any action as a result from Executive Session

The Regular Meeting was reconvened at 8:11 P.M. Mayor Browne reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with Title 25, Section 307.B.2, to discuss negotiations concerning employees and representatives of employee groups: FOP. Only that matter was discussed, no action was taken, and the Council returned to open session at 8:11 P.M., and this constituted the Minutes of the Executive Session.

- Consider and act upon the proposed FOP Memorandum of Understanding (MOU).

Manager Stasiak explained the motion would be “to accept the language put forth by the FOP in conjunction with Furlough days and uniform allowance for fiscal year 2020/2021 contract and direct staff to put in the form of a Memorandum of Understanding (MOU) for the FOP’s consideration, changing the date and presenting to the Council for final consideration.

A motion was made by Councilman Smith and seconded by Vice-Mayor Brown. There was no discussion, and the vote was taken as follows:

September 8, 2020

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

Mayor Browne declared the motion carried.

Adjournment

There being no further business to come before the Council, Councilman Smith moved for the meeting to be adjourned. The motion was seconded by Councilman 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 meeting was adjourned at 8:14 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**September 02, 2020
Thru
September 15, 2020**

9/16/2020 1:34 PM
 PACKET : 19299 19339 19340 19372
 VENDOR SET: Mult
 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-A00202	ADT SECURITY SERVICES	I-08/28/20	01 -5542308	CONTRACTED SE MONTHLY SEC MONITOR STIPE CNTR	000000
01-A00219	ADVANCED DATA PROCESSIN	I-202009043416	01 -5432308	CONTRACTED SE CONTRACTED SERVICES JULY 1-31	000000
01-A00267	AIRGAS, INC	I-9103945192	01 -5432202	OPERATING SUP YEARLY CYL RENT	000000
		I-9104306267	01 -5432202	OPERATING SUP CYL RENT/SUPPLIES	000000
		I-9973511310	01 -5542203	REPAIRS & MAI CYLINDER RENTAL	000000
01-A00362	VYVE BROADBAND	I-202008313382	01 -5542328	INTERNET SERV SEPT 2020-STIPE CENTER	096989
01-A00751	ATWOODS	I-5835/9	01 -5542203	REPAIRS & MAI REPLACEMENT PARTS-EQUIPME	000000
01-B00490	BRIGGS PRINTING	I-PC-70841	01 -5431202	OPERATING SUP BUS CARDS FIRE MARSHALL	000000
01-B00503	BROKEN ARROW ELECTRIC S	I-s2700479.001	01 -5542203	REPAIRS & MAI OUTDOOR BULB TENNIS COURT	000000
01-C00100	CLEET	I-202009013389	01 -2100	CLEET PAYABLE AUG 2020-CLEET FEES	096991
01-C00245	CATHEY & ASSOCIATES, L.	I-49040	01 -5548316	REPAIRS & MAI GARAGE DOOR REPAIRS	000000
01-C00320	CENTERPOINT ENERGY ARKL	I-202008313381	01 -5215314	GAS UTILITY AUG 2020-CEMETERY	096992
		I-202008313381	01 -5215314	GAS UTILITY AUG 2020-FIRE STATION #3	096992
		I-202008313381	01 -5215314	GAS UTILITY AUG 2020-LIBRARY	096992
		I-202008313381	01 -5215314	GAS UTILITY AUG 2020-CITY HALL	096992
		I-202008313381	01 -5215314	GAS UTILITY AUG 2020-OAKHILL CEMETERY	096992
		I-202008313381	01 -5215314	GAS UTILITY AUG 2020-STIPE CENTER	096992
		I-202008313381	01 -5215314	GAS UTILITY AUG 2020-MAINT SHOP	096992
		I-202008313381	01 -5215314	GAS UTILITY AUG 2020-1600 E COLLEGE AVE C	096992
		I-202008313381	01 -5551314	GAS UTILITY AUG 2020-FED BLDG	096992
		I-202009093420	01 -5215314	GAS UTILITY AUG 2020-FIRE STATION #2	097104
		I-202009093420	01 -5215314	GAS UTILITY AUG 2020-802 E HARRISON	097104
		I-202009093420	01 -5215314	GAS UTILITY AUG 2020-RESERVE BLDG	097104
01-D00540	DOLESE BROTHERS	I-AG20112242	01 -5865218	STREET REPAIR 1 1/2 CRUSHER RUN	000000
		I-AG20112801	01 -5865218	STREET REPAIR 1 1/2 CRUSHER RUN	000000
		I-RM20046907	01 -5865218	STREET REPAIR CONCRETE FOR ST REPAIRS	000000
01-D00684	DR. JASON MCELYEA				

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-D00684	DR. JASON MCELYEA	continued			
	I-202009043415	01	-5432308	CONTRACTED SE CONTRACTED SERVICES	097105
01-E00024	STANLEY RAY OWENS DBA E				
	I-4188	01	-5542308	CONTRACTED SE MNTHLY BATHROOM SVC	000000
01-E00406	EXPRESS EMPLOYMENT PROF				
	I-202009043414	01	-5547308	CONTRACTED SE TEMP EMPL PARKS & CEMETERY	000000
	I-24328904	01	-5547308	CONTRACTED SE TEMP EMPL FOR PARKS & CEMETERY	000000
	I-24351687	01	-5547308	CONTRACTED SE TEMP EMPL- PARKS & CEMETERY	000000
01-F00015	FLEETCOR TECHNOLOGIES				
	I-NP58820101	01	-5210212	FUEL EXPENSE FUEL EXP - CITY MANAGER	000000
	I-NP58820101	01	-5321212	FUEL EXPENSE FUEL EXP - POLICE	000000
	I-NP58820101	01	-5431212	FUEL EXPENSE FUEL EXP - FIRE	000000
	I-NP58820101	01	-5542212	FUEL EXPENSE FUEL EXP - PARKS	000000
	I-NP58820101	01	-5547212	FUEL EXPENSE FUEL EXP - CEMETERY	000000
	I-NP58820101	01	-5548212	FUEL EXPENSE FUEL EXP - FAC MAINTENANCE	000000
	I-NP58820101	01	-5652212	FUEL EXPENSE FUEL EXP - ECON DEV	000000
	I-NP58820101	01	-5225212	FUEL EXPENSE FUEL EXP - IT	000000
	I-NP58820101	01	-5432212	FUEL EXPENSE FUEL EXP - AMBULANCE	000000
	I-NP58820101	01	-5544212	FUEL EXPENSE FUEL EXP - SBC	000000
	I-NP58820101	01	-5653212	FUEL EXPENSE FUEL EXP - HR/SAFETY	000000
	I-NP58820101	01	-5865212	FUEL EXPENSE FUEL EXP - STREETS	000000
01-F00212	AT&T MOBILITY (FIRSTNET				
	I-202008313384	01	-5215315	TELEPHONE UTI AUG 2020-GENERAL PHONE EXPENSE	096994
	I-202008313384	01	-5215315	TELEPHONE UTI AUG 2020-TICKET WRITERS	096994
01-G00130	GALL'S, LLC				
	I-016300647	01	-5321202	OPERATING SUP DEFENSE SPRAY	000000
01-G00375	GRAINGER, INC.				
	I-9634801949	01	-5548203	REPAIRS & MAI MOTOR - AIR COMPRESSOR	000000
01-H00223	CLEVELAND PETROLEUM PRO				
	I-164798	01	-5865212	FUEL EXPENSE 2000 GAL DIESEL ST DEPT	000000
01-I00195	INTEGRIS OCCUPATIONAL H				
	I-2020-26732	01	-5321305	PHYSICALS NEW RECRUIT PHYSICAL	000000
01-J00121	JAMESCO ENTERPRISES, LL				
	I-23182	01	-5215202	OPERATING SUP PAPER TOWELS, ETC. C-19	000000
	I-23183	01	-5542202	OPERATING SUP JANITORIAL SUPPLIES	000000
01-K00226	CROWNOVER VETERINARY db				
	I-20.00276	01	-5321208	CANINE UNIT S BOARDING, VISITS, SUPPLIE	000000
01-L00067	COMPLIANCE RESOURCE GRO				

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-L00067	COMPLIANCE RESOURCE GRO	continued			
	I-59994	01 -5653348	DRUG TESTING/	RANDOM DRUG TESTS	000000
	I-59995	01 -5653348	DRUG TESTING/	RANDOM DRUG TESTS	000000
01-L00380	LOCKE SUPPLY CO.				
	I-41174447-00	01 -5548203	REPAIRS & MAI	BUILDING MAINT SUPPLIES	000000
01-L00428	LOWE'S CREDIT SERVICES				
	I-01769	01 -5548203	REPAIRS & MAI	BUILDING MAINT SUPPLIES	000000
	I-04513	01 -5542203	REPAIRS & MAI	REPLACEMENT PARTS EQUIPME	000000
	I-04513	01 -5542203	REPAIRS & MAI	REPLACEMENT PARTS EQUIPME	000000
	I-902572	01 -5548203	REPAIRS & MAI	BUILDING MAINT SUPPLIES	000000
01-M00570	MCKESSON MEDICAL-SURGIC				
	I-17027393	01 -5432202	OPERATING SUP	MEDICAL SUPPLIES	000000
01-N00028	NATHAN R OSBORNE DBA SO				
	I-505-2020-03	01 -5652318	ABATEMENTS	ABATEMENT MOWING	000000
	I-505-2020-04	01 -5652318	ABATEMENTS	ABATEMENT MOWING	000000
01-N00061	NATIONAL FIRE PROTECTIO				
	I-92843217	01 -5431330	DUES & SUBSCR	FIRE MARSHALL NFCSS SUBSC	000000
01-N00181	NAT'L OCCUPATIONAL HEAL				
	I-1047410	01 -5431305	PHYSICALS	REED PHYSICAL	000000
01-N00250	MCALESTER NEWS CAPITAL				
	I-20.00369	01 -5321202	OPERATING SUP	YEARLY SUBSCRIPTION	000000
	I-2691	01 -5212317	ADVERTISING &	ORD# 2689	000000
	I-2692	01 -5212317	ADVERTISING &	ORD# 2689	000000
01-000219	OKLA BUREAU OF NARCOTIC				
	I-202009013387	01 -2103	OBN PAYABLE (AUG 2020 OBN FEES	096996
01-000273	OKLA DEPT OF HEALTH				
	I-LIC #12,35,26,25,8	01 -5543202	OPERATING SUP	ANNUAL LICENSING FOR POOLS	000000
01-000595	OSBI				
	I-202009013388	01 -2101	AFIS PAYABLE	AUG 2020-AFIS FEES	096997
	I-202009013388	01 -2102	FORENSICS PAY	AUG 2020-FORENSIC FEES	096997
01-P00023	P & K EQUIPMENT, INC				
	I-3848330	01 -5542316	REPAIRS & MAI	REPL PARTS EQUIP - PARKS	000000
01-P00329	PATRICK WALLING DBA PIT				
	I-123PW	01 -5215316	REPAIRS & MAI	REPLACE DOOR LOCK-FIN C19	000000
	I-202009043417	01 -5543202	OPERATING SUP	KEYS	000000
01-P00439	PRAETORIAN GROUP, INC d				

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
=====					
01-P00439	PRAETORIAN GROUP, INC d	continued			
	I-5841	01 -5432308	CONTRACTED SE RENEWAL FEE EMS ONLINE TR	000000	
01-P00510	PRO-KIL, INC				
	I-185174	01 -5551316	REPAIR & MAIN QRTLY PEST CONTROL	000000	
	I-186162	01 -5548316	REPAIRS & MAI QRTLY PEST CONTROL CITY H	000000	
	I-186265	01 -5542308	CONTRACTED SE PEST CONTROL-STIPE	000000	
01-P00560	PSO/SOUTHWESTERN ELECTR				
	I-202008313380	01 -5215313	ELECTRIC UTIL AUG 2020-OKLA ELECTRIC	096998	
	I-202008313380	01 -5215313	ELECTRIC UTIL AUG 2020-LIBRARY ELECTRIC	096998	
	I-202008313380	01 -5551313	ELECTRIC UTIL AUG 2020-FED BLDG ELECTRIC	096998	
	I-202008313380	01 -5215313	ELECTRIC UTIL AUG 2020-ARVEST PRK ELECTRIC	096998	
	I-202009093421	01 -5215313	ELECTRIC UTIL AUG 2020-GENERAL	097107	
	I-202009093421	01 -5215313	ELECTRIC UTIL AUG 2020-STREET LIGHTS	097107	
01-Q00035	QUILL OFFICE SUPPLIES,				
	I-10280916	01 -5215202	OPERATING SUP PAPER	000000	
	I-10370797	01 -5431202	OPERATING SUP OFFICE SUPPLIES	000000	
	I-9969058	01 -5215202	OPERATING SUP PAPER	000000	
	I-9969058	01 -5320202	OPERATING EXP OFFICE SUPPLIES	000000	
	I-9969058	01 -5321202	OPERATING SUP OFFICE SUPPLIES	000000	
	I-9969058A	01 -5215202	OPERATING SUP PAPER	000000	
01-S00190	SECURITY SYS. & ENG. IN				
	I-202009043412	01 -5547308	CONTRACTED SE MONTHLY MONIT OFFICE & MAINT BL	000000	
	I-202009043413	01 -5544308	CONTRACT LABO MONTHLY MONITORING - SBC	000000	
	I-32979	01 -5548316	REPAIRS & MAI ALARM MONITORING-LIBRARY	000000	
01-S00384	MOWER PARTS, INC.				
	I-875269	01 -5542316	REPAIRS & MAI MOWER BLADES-PRKS MOWERS	000000	
01-S00710	STANDARD MACHINE LLC				
	I-263059	01 -5431316	REPAIRS & MAI PIKE POLE HOLDER BRACKET	000000	
01-T00010	T. H. ROGERS LUMBER CO.				
	I-584736	01 -5865218	STREET REPAIR FORMING MATERIALS	000000	
01-T00058	BIZTEL COMMUNICATIONS				
	I-8150	01 -5215316	REPAIRS & MAI MOVE EXT EXPO & RESERVE	000000	
01-T00630	TWIN CITIES READY MIX,				
	I-210894	01 -5865218	STREET REPAIR CONCRETE STREET REPAIRS	000000	
	I-211616	01 -5865218	STREET REPAIR CONCRETE STREET REPAIRS	000000	
01-U00020	UNITED STATES CELLULAR				
	I-202009093423	01 -5544328	INTERNET SERV AUG 2020-SBC INTERNET SVC	097110	
01-W00040	WALMART COMMUNITY BRC				

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-W00040	WALMART COMMUNITY BRC		continued		
	I-906375		01 -5431202	OPERATING SUP OPERATING SUPPLIES	000000
	I-906375		01 -5431202	OPERATING SUP TOILET PAPER, PAPER TOWEL	000000
01-W00151	WAV11, LLC				
	I-12089		01 -5215330	DUES & SUBSCR SEPT 2020 EMAIL ACCESS	097001
01-W00371	WILLIAMS SCOTSMAN, INC.				
	I-8098683		01 -5865312	EQUIPMENT REN OFFICE RENT-STREETS	000000
01-Z00003	ZUMA OFFICE SUPPLY				
	I-218512		01 -5215202	OPERATING SUP OFFICE SUPPLIES	000000
			FUND 01	GENERAL FUND	TOTAL: 1

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-A00267	AIRGAS, INC				
		I-9973511122	02 -5973203	REPAIRS & MAI MNTHLY BOTTLE RENT	000000
01-A00362	VYVE BROADBAND				
		I-202008313382	02 -5866230	RECYCLING CEN SEPT 2020-RECYCLE CENTER	096989
01-A00768	AT&T CORP DBA ACC BUSIN				
		I-202440009	02 -5267315	TELEPHONE UTI AUG 2020-C.H/FED BLDG BRIDGE	097103
01-B00180	UNION IRON WORKS, INC.				
		I-S2231429.001	02 -5973203	REPAIRS & MAI REPAIR&MAINT WW/LIFT STAT	000000
		I-S2231429.001	02 -5973203	REPAIRS & MAI REPAIR&MAINT WW/LIFT STAT	000000
01-B00360	HD SUPPLY FACILITIES MA				
		I-337675	02 -5973203	REPAIRS & MAI CORE PRO 15' SAMPLER	000000
		I-337675	02 -5973203	REPAIRS & MAI CORE PRO 15' SAMPLER	000000
01-C00320	CENTERPOINT ENERGY ARKL				
		I-202009093420	02 -5267314	GAS UTILITY AUG 2020-301 E POLK	097104
01-C00339	CERTIFIED LABORATORIES				
		I-7045143	02 -5973203	REPAIRS & MAI ENZYMES-GREASE LIFT STATI	000000
		I-7078253	02 -5973203	REPAIRS & MAI ENVIRO SPRAY,LUBE LIFT ST	000000
01-D00158	DAVID T HARDGRAVE				
		I-4-2102	02 -5973302	CONSULTANTS (PRETREATMENT CONSULT	000000
01-E00238	ENVIRONMENTAL RESOURCE				
		I-55406	02 -5973304	LAB TESTING MONTHLY TEST FEES	000000
01-F00015	FLEETCOR TECHNOLOGIES				
		I-NP58820102	02 -5216212	FUEL EXPENSE FUEL EXP - UTIL BILLING	000000
		I-NP58820102	02 -5864212	FUEL EXPENSE FUEL EXPENSE - LANDFILL	000000
		I-NP58820102	02 -5866212	FUEL EXPENSE FUEL EXPENSE - SANITATION	000000
		I-NP58820102	02 -5871212	FUEL EXPENSE FUEL EXPENSE - ENGINEER	000000
		I-NP58820102	02 -5973212	FUEL EXPENSE FUEL EXPENSE - WWT	000000
		I-NP58820102	02 -5975212	FUEL EXPENSE FUEL EXPENSE - UTM	000000
01-F00037	FASTENAL				
		I-OKMCA181088	02 -5975209	UTILITY MAINT LINE LOCATOR SUPPLIES	000000
		I-OKMCA181271	02 -5973203	REPAIRS & MAI REPAIR&MAINT WW/LIFT STAT	000000
		I-OKMCA181272	02 -5973203	REPAIRS & MAI REPAIR&MAINT WW/LIFT STAT	000000
		I-OKMCA181312	02 -5973203	REPAIRS & MAI REPAIR&MAINT WW/LIFT STAT	000000
		I-OKMCA181424	02 -5975209	UTILITY MAINT LINE LOCATOR SUPPLIES	000000
		I-OKMCA181424	02 -5975209	UTILITY MAINT LINE LOCATOR SUPPLIES	000000
		I-OKMCA181426	02 -5975209	UTILITY MAINT LINE LOCATOR SUPPLIES	000000
01-F00212	AT&T MOBILITY (FIRSTNET				
		I-202008313384	02 -5267315	TELEPHONE UTI AUG 2020-MPWA PHONE EXPENSE	096994

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-F00251	FORT COBB FUEL AUTHORIT	I-202009093424	02 -5267314	GAS UTILITY AUG 2020-GAS HEREFORD LN	097106
01-G00355	GLOBAL ENERGY SOLUTIONS	I-126910	02 -5973316	REPAIRS & MAI 15 HP MOTOR FOR PLANTS	000000
		I-126910	02 -5973316	REPAIRS & MAI 15 HP MOTOR FOR PLANTS	000000
01-H00100	HAYNES EQUIPMENT,LLC	I-98123653-IN	02 -5973203	REPAIRS & MAI HEP0000017 FREIGHT	000000
01-I00187	WATER HOLDINGS ACQUISIT	I-54849	02 -5974302	CONSULTANTS OPERATIONAL SVS FOR WTP	000000
01-J00121	JAMESCO ENTERPRISES, LL	I-23182	02 -5267202	OPERATING SUP PAPER TOWELS, ETC. C-19	000000
01-N00345	NSI LAB SOLUTIONS, INC	I-00379925	02 -5973304	LAB TESTING DMR-QA 40 TEST SAMPLERS	000000
01-P00560	PSO/SOUTHWESTERN ELECTR	I-202008313379	02 -5267313	ELECTRIC UTIL AUG 2020-MPWA ELECTRIC	096998
01-Q00035	QUILL OFFICE SUPPLIES,	I-10280916	02 -5267202	OPERATING SUP PAPER	000000
		I-9969058	02 -5267202	OPERATING SUP PAPER	000000
		I-9969058A	02 -5267202	OPERATING SUP PAPER	000000
01-R00600	RURAL WATER DISTRICT #1	I-202009023399	02 -5267316	REPAIRS & MAI AUG 2020-WATER AT LANDFILL	096999
01-S00234	SHARE CORPORATION	I-144160	02 -5973203	REPAIRS & MAI VEG CONTROL LIFT STATION	000000
		I-144160	02 -5973203	REPAIRS & MAI VEG CONTROL LIFT STATION	000000
01-S00580	AT & T	I-202009093422	02 -5267315	TELEPHONE UTI SEPT 2020-DATA LINE	097108
		I-202009093422	02 -5267315	TELEPHONE UTI SEPT 2020-MPWA	097108
01-S00704	BRAVADO WIRELESS FORMER	I-0328415	02 -5973328	INTERNET SERV SEPT 2020-W WW PLANT INTERNET	097109
01-T00052	TECHNICAL PROGRAMMING S	I-107218	02 -5216336	MAILING FEES UB&C MAILING & POSTAGE FEES	000000
		I-107218	02 -5216317	POSTAGE UB&C MAILING & POSTAGE FEES	000000
		I-107218	02 -5216336	MAILING FEES UB&C MAILING & POSTAGE FEES	000000
		I-107218	02 -5216317	POSTAGE UB&C MAILING & POSTAGE FEES	000000
01-U00049	U.S. PAYMENTS, LLC	I-020863	02 -5216341	PAYSITE KIOSK UB&C KIOSK & CARD FEES	000000

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FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#
01-U00051	UTILITY SUPPLY CO., INC					
	I-141569	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141570	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141571	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141572	02	-5975230	SEWER MAIN RE	SEWERLINE REPAIR ITEMS	000000
	I-141573	02	-5975230	SEWER MAIN RE	SEWERLINE REPAIR ITEMS	000000
	I-141574	02	-5975230	SEWER MAIN RE	SEWERLINE REPAIR ITEMS	000000
	I-141575	02	-5975230	SEWER MAIN RE	SEWERLINE REPAIR ITEMS	000000
	I-141576	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141577	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141578	02	-5975230	SEWER MAIN RE	SEWERLINE REPAIR ITEMS	000000
	I-141579	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141723	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141725	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141726	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141727	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141728	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
	I-141729	02	-5975235	WATER MAIN RE	WATERLINE REPAIR ITEMS	000000
01-U00140	UNITED RENTALS					
	I-185527544-001	02	-5975235	WATER MAIN RE	CONCRETE SAW-WATERLINE	000000
01-W00371	WILLIAMS SCOTSMAN, INC.					
	I-8085151	02	-5864312	EQUIPMENT REN	OFFICE RENT-LANDFILL08/20	000000
01-Z00003	ZUMA OFFICE SUPPLY					
	I-218512	02	-5267202	OPERATING SUP	OFFICE SUPPLIES	000000
				FUND	02 MPWA	TOTAL:

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PACKET : 19299 19339 19340 19372
VENDOR SET: Mult
FUND : 03 AIRPORT AUTHORITY

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE:

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-F00015	FLEETCOR TECHNOLOGIES				
	I-NP58820102		03 -5876212	FUEL EXPENSE FUEL EXPENSE - AIRPORT	000000
01-F00212	AT&T MOBILITY (FIRSTNET				
	I-202008313384		03 -5876315	TELEPHONE UTI AUG 2020-AIRPORT PHONE EXPENSE	096994
01-P00560	PSO/SOUTHWESTERN ELECTR				
	I-202008313380		03 -5876313	ELECTRIC UTIL AUG 2020-AIRPORT ELECTRIC	096998
			FUND	03 AIRPORT AUTHORITY	TOTAL:

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PACKET : 19299 19339 19340 19372
VENDOR SET: Mult
FUND : 05 PARKING AUTHORITY

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE:

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-P00560	PSO/SOUTHWESTERN ELECTR	I-202008313380	05 -5218313	ELECTRIC UTIL AUG 2020-PARK AUTH ELECTRIC	096998
			FUND	05 PARKING AUTHORITY	TOTAL:

9/16/2020 1:34 PM
PACKET : 19299 19339 19340 19372
VENDOR SET: Mult
FUND : 08 NUTRITION

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE:

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-F00015	FLEETCOR TECHNOLOGIES				
	I-NP58820101		08 -5549212	FUEL EXPENSE FUEL EXP - NUTRITION	000000
01-F00212	AT&T MOBILITY (FIRSTNET				
	I-202008313384		08 -5549315	TELEPHONE UTI AUG 2020-NUTRITION PHONE EXPEN	096994
				FUND 08 NUTRITION	TOTAL:

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE:

PACKET : 19299 19339 19340 19372

VENDOR SET: Mult

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-T00010	T. H. ROGERS	LUMBER CO. I-584380	09 -5864327	SUB TITLE D E TURBINE FOR LANDFILL	000000

FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE:

PACKET : 19299 19339 19340 19372

VENDOR SET: Mult

FUND : 26 EDUCATIONAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-MC0145	MCALESTER PUBLIC SCHOOL				
		I-09222020-SALES TAX	26 -5211627	TRANSFER - MC SEPT 2020-MNTHLY SALES TAX	000000
				FUND 26 EDUCATIONAL FUND	TOTAL:

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PACKET : 19299 19339 19340 19372
VENDOR SET: Mult
FUND : 27 TOURISM FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE:

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-F00015	FLEETCOR TECHNOLOGIES	I-NP58820101	27 -5655212	FUEL EXPENSE FUEL EXP - TOURISM	000000
01-F00212	AT&T MOBILITY (FIRSTNET	I-202008313384	27 -5655315	TELEPHONE UTI AUG 2020-TOURISM PHONE EXPENSE	096994
01-K00119	KINDRED VENUES, LLC	I-090820	27 -5655214	TOURISM EXPEN ART SERVICES	000000
01-M00635	MUSTANG EQUIPMENT LEASI	I-MLS135931	27 -5655318	PRINTING AUG20COPIER LEASE-TOURISM	096995
01-O00137	OKLA TOURISM/RECREATION	I-1351-16577	27 -5655214	TOURISM EXPEN BROCHURE MAILING FEES	000000
01-P00329	PATRICK WALLING DBA PIT	I-16275	27 -5655403	CAPITAL OUTLA REPL CAMERA CHADICK BATHR	000000
			FUND	27 TOURISM FUND	TOTAL:

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 PACKET : 19299 19339 19340 19372
 VENDOR SET: Mult
 FUND : 28 SE EXPO CENTER

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-1	MISC VENDOR				
	LEONNA WHITTAKER	I-202008313385	28 -4-0-430	EXPO RENTAL LEONNA WHITTAKER:REFUND EXPO	096988
01-C00320	CENTERPOINT ENERGY ARKL				
		I-202009093420	28 -5654314	GAS UTILITY AUG 2020-EXPO	097104
01-F00212	AT&T MOBILITY (FIRSTNET				
		I-202008313384	28 -5654315	TELEPHONE UTI AUG 2020-EXPO PHONE EXPENSE	096994
01-P00560	PSO/SOUTHWESTERN ELECTR				
		I-202008313380	28 -5654313	ELECTRIC UTIL AUG 2020-EXPO ELECTRIC	096998
01-S00580	AT & T				
		I-202009093422	28 -5654315	TELEPHONE UTI SEPT 2020-ATM LINE @ EXPO	097108
01-S00704	BRAVADO WIRELESS FORMER				
		I-0328415	28 -5654328	INTERNET SERV SEPT 2020-EXPO INTERNET	097109
				FUND 28 SE EXPO CENTER	TOTAL:

PAGE:

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#
01-A00581	AT&T	I-0721227227-082520	29	-5324315	TELEPHONE UTI SEPT 2020- HOST CIRCUIT PITTS	096990
01-C00856	CROSS TELEPHONE	I-ESMAC_1985_2009	29	-5324315	TELEPHONE UTI SEPT 2020-911 CO TRUNK LINE	096993
01-F00015	FLEETCOR TECHNOLOGIES	I-NP58820101	29	-5324212	FUEL EXPENSE FUEL EXP - E-911	000000
01-F00212	AT&T MOBILITY (FIRSTNET	I-202008313384	29	-5324315	TELEPHONE UTI AUG 2020-E911 PHONE EXPENSE	096994
01-L00084	LANGUAGE LINE SERVICES	I-10076073	29	-5324202	OPERATING SUP TRANSLATION SVC 911 CALLS	000000
01-O00276	OKLA DEPT OF PUBLIC SAF	I-37-3170248	29	-5324308	CONTRACTED SE TELETYPE RENTAL	000000
01-Q00035	QUILL OFFICE SUPPLIES,	I-9969058	29	-5324202	OPERATING SUP OFFICE SUPPLIES	000000
01-S00580	AT & T	I-202008313383	29	-5324315	TELEPHONE UTI SEPT 2020-E911	097000
		I-202008313383	29	-5324315	TELEPHONE UTI SEPT 2020-911 WIRELESS	097000
		I-202009093422	29	-5324401	CAPITAL OUTLA SEPT 2020-EQUIP LEASE	097108
			FUND	29	E-911	TOTAL:

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VENDOR SET: Mult

FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-B00019	B & B LOG & LUMBER CO.	I-18247	32 -5215204	EXPENSE FOR P MULCH-LEADERSHIP PAR	000000
01-L00380	LOCKE SUPPLY CO.	I-41113480-00	32 -5215213	STREETSCAPE SUPPLIES CHOCTAW BUMPOUTS	000000
			FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:

REGULAR DEPARTMENT PAYMENT REGISTER

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 PACKET : 19299 19339 19340 19372
 VENDOR SET: Mult
 FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#
01-A00215	ADVANCE AUTO PARTS					
		I-8117023875567	35	-5862203	REPAIRS & MAI S-8	000000
		I-8117024148862	35	-5862203	REPAIRS & MAI S-8	000000
01-B00416	BOB HOWARD AUTO GROUP					
		C-CM6624863	35	-5862203	REPAIRS & MAI OPEN FOR PARTS	000000
		I-6624863	35	-5862203	REPAIRS & MAI OPEN FOR PARTS	000000
		I-6631896	35	-5862203	REPAIRS & MAI OPEN FOR PARTS	000000
01-C00148	KEVIN HARRIS dba CAR BO					
		I-289516	35	-5862203	REPAIRS & MAI STEEL WHEEL FORD F-450	000000
01-D00448	DISCOUNT STEEL					
		I-28757	35	-5862203	REPAIRS & MAI METAL FOR MISC REPAIR	000000
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP58820101	35	-5862212	FUEL EXPENSE FUEL EXP - FLEET MAINT	000000
01-F00212	AT&T MOBILITY (FIRSTNET					
		I-202008313384	35	-5862315	TELEPHONE UTI AUG 2020-FLEET MAINT PHONE EXP 096994	
01-J00121	JAMESCO ENTERPRISES, LL					
		I-23181	35	-5862202	OPERATING SUP JANITORIAL SUPPLIES	000000
01-K00205	KIAMICHI AUTOMOTIVE WHO					
		I-118145	35	-5862203	REPAIRS & MAI FAC MAINT-PD BLDG A/C UNI	000000
		I-118273	35	-5862203	REPAIRS & MAI FAC MAINT-PD BLDG A/C UNI	000000
		I-118868	35	-5862203	REPAIRS & MAI FAC MAINT-PD BLDG A/C UNI	000000
		I-118878	35	-5862203	REPAIRS & MAI FAC MAINT-PD BLDG A/C UNI	000000
01-K00270	KIRBY-SMITH MACHINERY,					
		C-PO342003	35	-5862203	REPAIRS & MAI HYD FILTER ON GRADALL	000000
		I-PO339803	35	-5862203	REPAIRS & MAI HYD FILTER ON GRADALL	000000
		I-PO339803	35	-5862203	REPAIRS & MAI HYD FILTER ON GRADALL	000000
		I-PO342103	35	-5862203	REPAIRS & MAI HYD FILTER ON GRADALL	000000
01-N00271	FREEDOM FORD INC					
		I-98506	35	-5862203	REPAIRS & MAI PD-64	000000
		I-98514	35	-5862203	REPAIRS & MAI PD-64	000000
		I-98530	35	-5862203	REPAIRS & MAI PD-64	000000
01-O00050	OCT EQUIPMENT, INC.					
		I-S02007893-1	35	-5862203	REPAIRS & MAI HINGES FOR S-33 SKID STEE	000000
01-O00075	O'REILLY AUTO PARTS					
		C-0230-359663	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
		C-0230-364821	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
		C-0230-365079	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
		C-0230360644	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000

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 VENDOR SET: Mult
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
=====					
01-000075	O'REILLY AUTO PARTS	continued			
	I-0230-358399	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359165	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359435	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359441	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359476	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359478	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359480	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359570	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359595	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-359654	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-360616	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-360630	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-360634	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-360858	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-360920	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-361190	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-361191	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-361510	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-362600	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-362700	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-362725	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-363173	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-363189	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-363467	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-363482	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-363592	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-363900	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-363972	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-364747	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-364790	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-364796	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-364864	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-364877	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-365059	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-365065	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-365070	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-365077	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
	I-0230-365117	35	-5862203	REPAIRS & MAI OPEN PO FOR PARTS	000000
01-P00329	PATRICK WALLING DBA PIT				
	I-16135	35	-5862203	REPAIRS & MAI OPEN PO FOR KEYS MADE	000000
01-T00151	T & W TIRES, LLC				
	I-1250003668	35	-5862203	REPAIRS & MAI TIRES FOR C73 GATOR	000000
	I-1250003844	35	-5862317	EMERGENCY VEH GOODYEAR EAGLE PD CROWN V	000000
	I-1250003931	35	-5862203	REPAIRS & MAI TIRES FOR NEW FORD	000000
	I-1250003932	35	-5862203	REPAIRS & MAI TIRES FOR AP-2	000000
	I-1250004019	35	-5862203	REPAIRS & MAI UTM-44	000000

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VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-W00195	WELDON PARTS INC.				
		I-2523812-00	35 -5862317	EMERGENCY VEH BRAKES FIRE ENG #1	000000
01-W00371	WILLIAMS SCOTSMAN, INC.				
		I-8098682	35 -5862312	EQUIPMENT REN OFFICE RENT-FLEET MAINT	000000
				FUND 35 FLEET MAINTENANCE	TOTAL:

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PACKET : 19299 19339 19340 19372
VENDOR SET: Mult
FUND : 41 CIP FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-B00094	BANCFIRST-MCALESTER				
		I-09222020-INTREST	41 -5862501	FLEET VEHICLE INTREST ONLY 1ST DRAW 11 VEH	000000
01-F00170	FIRST NATIONAL BANK				
		I-09222020-LN#137306	41 -5975501	LEASE PAYMENT 2018 DUMP TRUCK INTREST	000000
		I-09222020-LN#137306	41 -5975501	LEASE PAYMENT 2018 DUMP TRUCK PRINCIPAL	000000
		I-09222020-LN#137307	41 -5862501	FLEET VEHICLE 2018 FORD F150 INTEREST	000000
		I-09222020-LN#137307	41 -5862501	FLEET VEHICLE 2018 FORD F150 PRINCIPAL	000000
01-U00052	UTILITY TECHNOLOGY SERV				
		I-S101983295.019	41 -5975411	AMI SYSTEM RNI & SA YEARLY HOSTING FEE	000000
				FUND 41 CIP FUND	TOTAL:

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PACKET : 19299 19339 19340 19372
VENDOR SET: Mult
FUND : 44 TECHNOLOGY FUND

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-D00232	DELL MARKETING L.P.	I-10422195103	44 -5225402	SOFTWARE & TE DELL 23" MONITORS	000000
				FUND 44 TECHNOLOGY FUND	TOTAL:

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PACKET : 19299 19339 19340 19372
VENDOR SET: Mult
FUND : 46 STORMWATER FUND

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-I00188	INFRASTRUCTURE SOLUTION	I-MC-19-06-08	46 -5871405	STORMWATER PR 102 SAUNIER WAY CANAL BAN	000000
01-M00304	MESHEK & ASSOC., PLC	I-7572	46 -5871401	CAPITAL OUTLA STORMWATER MGMT ASSIST	000000
			FUND	46 STORMWATER FUND	TOTAL:

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET : 19299 19339 19340 19372

VENDOR SET: Mult

FUND : 48 INFRASTRUCTURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-A00206	ADMONT SUPPLY LLC				
		I-6128	48 -5973403	LIFT STATIONS CLEAN OUT LIFT STATIONS	000000
		I-6129	48 -5973403	LIFT STATIONS CLEAN OUT LIFT STATIONS	000000
		I-6129	48 -5973403	LIFT STATIONS CLEAN OUT LIFT STATIONS	000000
01-B00592	BUILT RIGHT CONSTRUCTIO				
	I-PAY APP 2 FINAL		48 -5973403	LIFT STATIONS UPS LIFT STATION IMPROVE	000000
01-I00188	INFRASTRUCTURE SOLUTION				
	I-MC-19-24-05		48 -5973403	LIFT STATIONS UPS LIFT STATION-ENGINEER	000000
	I-MC-20-03-03		48 -5865402	CONCRETE PANE WADEWATTS SIDEWALK	000000
	I-MC-20-05-02		48 -5975403	SEWER LINE RE 910 E PRK&1943 GREEN MEAD	000000
	I-MC-20-08-02		48 -5975402	WATER LINE RE ENG SERVICES FEE RES PROJ	000000
			FUND	48 INFRASTRUCTURE FUND	TOTAL:

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PACKET : 19299 19339 19340 19372

VENDOR SET: Mult

FUND : 49 MRHC - CANCER CENTER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#
01-MC0170	MCALISTER REGIONAL HOSP				
		I-09222020-SALES TAX	49 -5211626	TRANSFER - CA SEPT 2020-MNTHLY SALES TAX	000000
				FUND 49 MRHC - CANCER CENTER FUND	TOTAL:
					REPORT GRAND TOTAL:

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	LINE ITEM	BUDGET OVER	GROUP BUDGET	BUDGET AVAILABLE
2019-2020	41 -5975411	AMI SYSTEM	12,989.22	0	12,989.22-	Y		
** 2019-2020 YEAR TOTALS **			12,989.22					
2020-2021	01 -2100	CLEET PAYABLE (COURT)	8,669.23					
	01 -2101	AFIS PAYABLE - COURT	8,563.06					
	01 -2102	FORENSICS PAYABLE (COURT)	8,201.54					
	01 -2103	OBN PAYABLE (COURT)	41.00					
	01 -5210212	FUEL EXPENSE	16.42	692	659.94			
	01 -5212317	ADVERTISING & PRINTING	94.55	2,250	1,240.65			
	01 -5215202	OPERATING SUPPLIES	205.01	20,000	14,860.14			
	01 -5215313	ELECTRIC UTILITY	25,973.49	305,503	253,115.40			
	01 -5215314	GAS UTILITY	903.28	26,841	24,929.95			
	01 -5215315	TELEPHONE UTILITY	5,658.31	126,647	104,586.39			
	01 -5215316	REPAIRS & MAINTENANCE	3,761.44	10,000	6,081.06			
	01 -5215330	DUES & SUBSCRIPTIONS	2,208.00	25,694	19,070.00			
	01 -5225212	FUEL EXPENSE	66.47	600	471.24			
	01 -5320202	OPERATING EXPENSE	29.01	2,061	1,728.49			
	01 -5321202	OPERATING SUPPLIES	363.35	13,500	7,272.34			
	01 -5321208	CANINE UNIT SUPPLIES	110.16	1,620	1,149.68			
	01 -5321212	FUEL EXPENSE	6,307.10	46,000	33,539.09			
	01 -5321305	PHYSICALS	475.00	1,425	950.00			
	01 -5431202	OPERATING SUPPLIES	228.34	11,700	8,260.99			
	01 -5431212	FUEL EXPENSE	662.84	5,400	4,037.41			
	01 -5431305	PHYSICALS	500.00	11,250	9,750.00			
	01 -5431316	REPAIRS & MAINTENANCE	160.00	13,050	9,845.95			
	01 -5431330	DUES & SUBSCRIPTIONS	1,575.00	6,300	2,949.12			
	01 -5432202	OPERATING SUPPLIES	2,107.21	27,900	19,264.78			
	01 -5432212	FUEL EXPENSE	852.92	6,400	4,558.81			
	01 -5432308	CONTRACTED SERVICES	6,090.00	58,523	30,308.08			
	01 -5542202	OPERATING SUPPLIES	78.99	8,100	6,825.21			
	01 -5542203	REPAIRS & MAINT SUPPLIES	294.47	34,650	32,714.44			
	01 -5542212	FUEL EXPENSE	983.69	13,037	9,986.31			
	01 -5542308	CONTRACTED SERVICES	395.78	15,000	13,772.70			
	01 -5542316	REPAIRS & MAINTENANCE	749.82	4,500	2,856.38			
	01 -5542328	INTERNET SERVICE	84.23	1,950	1,542.68			
	01 -5543202	OPERATING SUPPLIES	475.00	4,163	3,688.00			
	01 -5544212	FUEL EXPENSE	41.06	1,380	1,312.76			
	01 -5544308	CONTRACT LABOR	105.00	8,200	7,892.80			
	01 -5544328	INTERNET SERVICE	43.35	525	395.01			
	01 -5547212	FUEL EXPENSE	396.05	3,360	2,746.71			
	01 -5547308	CONTRACTED SERVICES	14,124.51	5,238	14,281.61-	Y		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,402.91	31,680	26,410.12			
	01 -5548212	FUEL EXPENSE	160.77	1,980	1,748.22			
	01 -5548316	REPAIRS & MAINTENANCE	681.95	35,104	22,773.98			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
01	-5551313	ELECTRIC UTILITY	3,183.19	30,323	23,771.81		
01	-5551314	GAS UTILITY	105.26	4,500	4,289.48		
01	-5551316	REPAIR & MAINTENANCE	196.00	5,130	4,934.00		
01	-5652212	FUEL EXPENSE	75.23	440	304.42		
01	-5652318	ABATEMENTS	845.00	13,500	8,550.00		
01	-5653212	FUEL EXPENSE	18.13	384	332.77		
01	-5653348	DRUG TESTING/PHYSICALS	175.00	9,900	4,950.00		
01	-5865212	FUEL EXPENSE	4,657.59	10,272	4,224.69		
01	-5865218	STREET REPAIRS & MAINTENAN	2,112.22	75,915	8,342.42		
01	-5865312	EQUIPMENT RENTALS	318.87	3,500	326.44-	Y	
02	-5216212	FUEL EXPENSE	182.38	3,600	3,115.76		
02	-5216317	POSTAGE	1,253.08	31,000	22,471.16		
02	-5216336	MAILING FEES	815.78	27,130	20,469.90		
02	-5216341	PAYSITE KIOSK EXPENSE	348.29	6,250	5,250.00		
02	-5267202	OPERATING SUPPLIES	205.01	15,000	10,580.14		
02	-5267313	ELECTRIC UTILITY	29,356.20	329,900	268,515.59		
02	-5267314	GAS UTILITY	63.82	7,381	7,182.76		
02	-5267315	TELEPHONE UTILITY	12,669.59	138,096	106,462.45		
02	-5267316	REPAIRS & MAINTENANCE	201.98	1,446	1,022.08		
02	-5864212	FUEL EXPENSE	210.79	2,525	2,084.79		
02	-5864312	EQUIPMENT RENTALS	334.78	4,018	0.64		
02	-5866212	FUEL EXPENSE	233.49	7,500	6,878.40		
02	-5866230	RECYCLING CENTER EXPENSE	61.20	800	616.40		
02	-5871212	FUEL EXPENSE	112.27	400	113.88		
02	-5973203	REPAIRS & MAINT SUPPLIES	2,766.11	31,410	18,296.48		
02	-5973212	FUEL EXPENSE	593.03	9,064	6,941.09		
02	-5973302	CONSULTANTS (IND. PRETREAT	2,200.00	26,400	0.00		
02	-5973304	LAB TESTING	450.00	30,000	21,150.00		
02	-5973316	REPAIRS & MAINTENANCE	876.00	23,220	17,629.48		
02	-5973328	INTERNET SERVICE	80.08	2,000	1,540.19		
02	-5974302	CONSULTANTS	114,181.69	1,353,338	997,302.30		
02	-5975209	UTILITY MAINTENANCE SUPP.	328.38	35,191	32,980.14		
02	-5975212	FUEL EXPENSE	2,213.56	27,838	22,736.05		
02	-5975230	SEWER MAIN REPAIR	832.11	20,000	12,000.03		
02	-5975235	WATER MAIN REPAIR	4,008.93	120,000	65,780.75		
03	-5876212	FUEL EXPENSE	109.66	1,500	1,165.73		
03	-5876313	ELECTRIC UTILITY	940.35	12,000	10,059.45		
03	-5876315	TELEPHONE UTILITY	75.20	400	249.60		
05	-5218313	ELECTRIC UTILITY	50.03	2,000	1,885.41		
08	-5549212	FUEL EXPENSE	177.35	3,480	3,146.39		
08	-5549315	TELEPHONE UTILITY	91.73	5,797	5,010.56		
09	-5864327	SUB TITLE D EXPENSE	58.78	80,000	75,341.22		
26	-5211627	TRANSFER - MCALESTER PUBLI	42,850.81	423,777	290,627.56		
27	-5655212	FUEL EXPENSE	17.42	100	66.40		
27	-5655214	TOURISM EXPENSE	1,365.40	40,000	32,575.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDG AVAILAI
	27 -5655315	TELEPHONE UTILITY	44.74	500	410.52			
	27 -5655318	PRINTING	61.00	15,500	11,768.00			
	27 -5655403	CAPITAL OUTLAY-PARKS	519.00	238,735	237,541.00			
	28 -4-0-430	EXPO RENTAL *NON-EXPENS	375.00	40,000-	30,375.00-			
	28 -5654313	ELECTRIC UTILITY	4,974.30	72,368	62,553.23			
	28 -5654314	GAS UTILITY	349.67	21,900	21,244.32			
	28 -5654315	TELEPHONE UTILITY	411.89	3,500	2,447.01			
	28 -5654328	INTERNET SERVICE	80.08	6,000	5,148.76			
	29 -5324202	OPERATING SUPPLIES	37.27	4,500	2,283.50			
	29 -5324212	FUEL EXPENSE	19.16	500	384.72			
	29 -5324308	CONTRACTED SERVICES	350.00	32,120	28,610.00			
	29 -5324315	TELEPHONE UTILITY	6,835.36	97,314	74,444.56			
	29 -5324401	CAPITAL OUTLAY	2,403.00	0	7,209.66-	Y		
	32 -5215204	EXPENSE FOR PARKS (OTHER)	600.00	0	5,353.86-	Y		
	32 -5215213	STREETSCAPE	110.22	0	2,824.92-	Y		
	35 -5862202	OPERATING SUPPLIES	162.96	200	15.15			
	35 -5862203	REPAIRS & MAINTENANCE SUPP	5,071.00	150,500	95,162.25			
	35 -5862212	FUEL EXPENSE	149.48	1,385	1,088.53			
	35 -5862312	EQUIPMENT RENTALS	318.87	2,500	1,326.44-	Y		
	35 -5862315	TELEPHONE UTILITY	89.48	751	572.04			
	35 -5862317	EMERGENCY VEHICLES	1,515.80	35,000	9,779.57			
	41 -5862501	FLEET VEHICLES	1,224.58	152,410	148,771.37			
	41 -5975501	LEASE PAYMENTS	2,576.64	30,920	23,190.08			
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	628.00	78,600	45,962.40			
	46 -5871401	CAPITAL OUTLAY	6,413.75	250,000	177,158.01			
	46 -5871405	STORMWATER PROJECT	1,122.00	550,000	81,964.20			
	48 -5865402	CONCRETE PANEL REPLACEMENT	1,050.00	100,000	1,347.97			
	48 -5973403	LIFT STATIONS	160,302.97	100,000	72,167.76-	Y		
	48 -5975402	WATER LINE REPLACEMENT	14,970.33	500,000	410,600.00			
	48 -5975403	SEWER LINE REPLACEMENT	750.00	150,000	45,180.00			
	49 -5211626	TRANSFER - CANCER CENTER	42,850.81	423,777	290,627.56			
	** 2020-2021 YEAR TOTALS **		592,209.44					

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	09/2020	115,526.80
02	09/2020	174,578.55
03	09/2020	1,125.21
05	09/2020	50.03
08	09/2020	269.08
09	09/2020	58.78
11	09/2020	0.00
14	09/2020	0.00
16	09/2020	0.00
24	09/2020	0.00
26	09/2020	42,850.81
27	09/2020	2,007.56
28	09/2020	6,190.94
29	09/2020	9,644.79
30	09/2020	0.00
31	09/2020	0.00
32	09/2020	710.22
33	09/2020	0.00
35	09/2020	7,307.59
36	09/2020	0.00
38	09/2020	0.00
41	09/2020	16,790.44
42	09/2020	0.00
44	09/2020	628.00
46	09/2020	7,535.75
48	09/2020	177,073.30
49	09/2020	42,850.81
		605,198.66



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2020 Item Number: Consent Agenda C
Department: Fire Department
Prepared By: Brett Brewer, Fire Chief Account Code: _____
Date Prepared: September 14, 2020 Budgeted Amount: _____
Exhibits: 1

Subject

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

Recommendation

Motion to approve the mutual aid agreement.

Discussion

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

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	BB	September 14, 2020
City Manager	P. Stasiak	

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

This agreement, entered into on this 30th day of August 2020, between the Commander, McAlester Army Ammunition Plant, acting pursuant to the authority of section 42 U.S.C. 1856a and the City of McAlester, Oklahoma is securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident and in firefighting. It is agreed that:


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

provides fire protection, the Chief of the McAlester Army Ammunition Plant Fire and Emergency Services or his or her representative, will serve as a unified command upon their arrival at the scene of the crash.

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

John Browne
Mayor
City of McAlester, Oklahoma


DATE



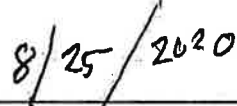
Brett Brewer
Fire Chief
City of McAlester, Oklahoma




DATE



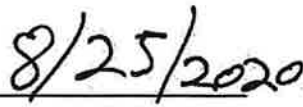
Shane Upton
Colonel, U.S. Army
Commanding Officer
McAlester Army Ammunition Plant



DATE



Darryl Wagoner
Fire Chief
McAlester Army Ammunition Plant



DATE



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2020 **Item Number:** Consent Agenda D

Department: _____ **Account Code:** _____

Prepared By: Peter Stasiak, City Manager **Budgeted Amount:** _____

Date Prepared: September 16, 2020 **Exhibits:** 2

Subject

Consider and act upon, approval of the Memorandum of Understanding and authorize the Mayor to sign the Collective Bargaining Agreement for fiscal year 2020-2021 with FOP Lodge 97, McAlester Police Department.

Recommendation

Motion to approve and authorization for the Mayor to sign the CBA for fiscal year 2020-2021 with the McAlester Police Department.

Discussion

Approved By

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

COLLECTIVE BARGAINING AGREEMENT



**THE FRATERNAL
ORDER OF POLICE
LODGE NO. 97**

and

THE CITY OF McALESTER, OKLAHOMA



July 1, 2020 to June 30, 2021

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MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2020/2021

ARTICLE 1

RECOGNITION

SECTION 1. Pursuant to and in accordance with 11 OS 51-101, the City of McAlester recognizes the Fraternal Order of Police, Lodge Number 97, as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours and other conditions of employment.

SECTION 2. The term "employee", as used herein, shall be all commissioned police officers of the City of McAlester, but does not include:

- a. Chief of Police
- b. (One) Designated Administrative Assistant or Deputy Police Chief
- c. Non-Commissioned Employees
- d. Part-Time and/or Temporary Employees
- e. All Probationary Employees (Exception, Promotional Probations)The initial probationary period for a new hire shall not exceed twelve (12) months absent a written agreement by the city and the Lodge to extend the probationary period past twelve months.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1. The F.O.P. agrees that the City has, and will continue to retain, whether exercised or not, the sole right to Operate and manage its affairs in all respects; and the power or authority which the City has not officially abridged, or modified by the express provisions of this Agreement, is retained by the City. The rights of the City, through its management officials, shall include, but not be limited to, the right to determine the organization of City Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for services to be offered to the public; to increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees from duties or organization of the department.

SECTION 2. The Chief of Police, as designated by the City Manager under the McAlester City Charter, S 3-2, pp. 1 & 2, shall have the right to assign work and overtime within the Police Department; to hire, train, examine, classify, promote, retrain, transfer, assign and schedule employees in positions within the Police Department; to suspend, demote, discharge, or take other

disciplinary action against employees for proper cause, as defined by the Rules and Regulations of the McAlester Police Department in Chapter II, Section 200-207, inclusive; to determine the location, methods, means, and personnel by which operations are to be conducted; and to establish, implement, and maintain an effective internal security program.

SECTION 3. The City has the sole authority to determine the purpose and mission of the City and to prepare and submit budgets to be adopted by the City Council.

SECTION 4. The City shall not relinquish those inherent managerial functions, prerogatives, and policy-making rights, which the City has not expressly modified or restricted by a specific provision of this Agreement.

SECTION 5. Those managerial functions, prerogatives, and policy-making rights which have been delegated, modified, or restricted by this Agreement, are subject to the grievance procedure contained herein.

ARTICLE 3

PROHIBITION OF STRIKES

SECTION 1. "Strike" is defined within the Oklahoma State Statutes (Title 11 51-102) and shall be the definition for purposes of this Agreement.

SECTION 2. Neither the F.O.P., nor any of its officers or members covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike action whatsoever, or any work stoppage or slow-down.

SECTION 3. Any or all employees who violate any provisions of the law (Title II S 51-101 through S 51-113) may be dismissed or otherwise disciplined by the City. Appeals of suspensions or dismissals are subject to the Grievance Procedure as outlined in Article 7, or may be taken to the Personnel Board consistent with applicable Personnel Board Rules and Regulations.

SECTION 4. The parties hereto acknowledge that the employee's first responsibility is to protect persons and property from harm, thus the F.O.P. and each member will not recognize pickets, work stoppages or barriers of any employee group.

ARTICLE 4

BARGAINING AGENT SECURITY

SECTION 1. The employer shall take the action required to assure that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the F.O.P. or other exercise by employees of their rights. It is understood and agreed by all parties that due to the nature of Police functions requiring a 24-hour day and the unavailability of all officers at the Police Department at one time, that it will be necessary to communicate F.O.P. business to its members and prospective members during working hours, but, in such a manner so as not to affect the performance of duties of individual officers or the Police Department as a whole.

SECTION 2. The employer agrees to deduct regular monthly F.O.P. dues from earned wages of those employees who are in the F.O.P. The deduction shall be made from one paycheck in the amount of fifty dollars (\$50.00) per month. A check for the total deductions will be mailed to the Treasurer of the F.O.P. no later than fifteen (15) calendar days after the deduction is made. Deductions will be made from the earned wages of entry-level probationary employees. All F.O.P. members will be required to sign an authorization card to have dues deducted. This authorization card must be presented more than thirty (30) days prior to the beginning date of the deduction.

SECTION 3. The City will deduct dues only from the employee's paycheck and will not deduct initiation fees, special assessments, fines, or any other deductions. Furthermore, the deduction shall be at a continuous and consistent rate throughout the term of the Collective Bargaining Agreement between the City and the F.O.P. No deductions will be made when the salary to be paid any employee is not sufficient to cover the amount to be deducted.

SECTION 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the F.O.P. The employer shall not be responsible for errors. In case the employer makes an error or improper deduction, a proper adjustment of the same shall be made by the F.O.P. with the employee affected.

SECTION 5. The F.O.P. shall hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of F.O.P. dues. The cost for the payroll deduction service charged by the City will be in accordance with the following:

a. Any extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the F.O.P., or due to the furnishings of indefinite, erroneous or conflicting data shall be paid for or borne by the F.O.P., the charges to be based on the City's actual cost and will

be due and owing to the City upon delivery of an itemized invoice to the F.O.P.

b. For payroll deduction services contemplated by this section, the F.O.P. shall be charged two-hundred dollars (\$200.00) annually payable prior to 6/30 each year.

c. The City shall not be liable, either at law or equity, for damages incurred by the F.O.P., which occurs from the City's non-performance or delay of the duties and obligations of this Article 4, Section 5 covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

ARTICLE 5

MAINTENANCE OF PHYSICAL/MENTAL CONDITION

SECTION 1. It is each member's responsibility to maintain himself/herself in a physical/mental condition sufficient to perform the position that he/she holds. In order to maintain said condition, the City will develop and each member shall undertake a program of physical exercise on a regular basis.

SECTION 2. There shall be no fee to utilize the City's physical conditioning services.

SECTION 3. It shall be mandatory for any officer to submit to psychological treatment after any job-related traumatic incident of a nature deemed to be physically and psychologically damaging to the officer involved at the discretion of the Police Chief.

SECTION 4. The Police Chief shall have full discretion to require any officer to submit to psychological treatment, as he may deem necessary. The Chief shall give a written statement prior to exercise at his discretion.

SECTION 5. Any cost involved in psychological treatment as required by the Chief shall be borne by the City in full.

SECTION 6. An Officer required by the Police Chief to submit to any psychological test shall be placed on *Leave with Pay* until such time the test results are made available to the Police Chief. Officers not reporting to and/or refusing to submit to the first scheduled test will be placed on *Leave without Pay*.

SECTION 7. An officer requiring psychological treatment shall use the provisions of the Family and Medical Leave outlined in the Personnel Policies of the City of McAlester.

SECTION 8. The City has initiated a functional employment testing program in order to help promote the health and safety of employees. All testing covered by this policy will be job related and consistent with business necessity. The following policies will be effective as of the signing of this contract. CBA 2018-2019

A. Employees who have suffered an injury that involves the muscular-skeletal system and who have been off work due to the injury for a period of at least thirty (30) days will be required to successfully complete the testing process prior to returning to work and after being released by the treating physician.

B. Employees who have been off work in excess of sixty continuous days for any medical reason will be required to successfully complete the testing process prior to returning to work and after being released by the treating physician.

C. In the event an employee fails the testing process, the City will attempt to accommodate the employee, whenever reasonable and possible, for a period of time not to exceed thirty days, to allow the employee to successfully complete the testing process if, in the opinion of the testing facility, there is a reasonable chance the employee will be able to successfully complete the

testing process given the additional time. During the thirty days, the employee may use his/her accumulated leave.

ARTICLE 6

PROMOTION POLICY

SECTION 1. The Promotion Policy, as outlined in Chapter 4 of the McAlester Police Department Rules and Regulations, shall remain in effect.

SECTION 2. The weights assigned to the elements shall be sixty (60) points for the written test; ten (10) points taken from the employee's last two Merit Reports (evaluations); twenty (20) points for personal evaluation in oral interview with regard to how well the individual qualifies for the open position. The interview will be conducted by the Department's four (4) Captains, Deputy Chief and the Chief of Police; the highest and lowest score on the interview will be thrown out and the average of the remaining four (4) will be the total points, ten (10) points seniority at one point per year calculated monthly and in current rank. If employee has a break in service with the department, his/her most recent date of employment with the McAlester Police Department shall be the date used to calculate seniority points. This pertains to seniority only and not rank as further defined in Article 27 herein.

Section 3. The parties agree that if all candidates eligible to test for a particular promotion agree, in writing, to waive the testing procedures, then the Chief of Police may select any person for that particular promotion so long as the person selected is on

the list of candidates otherwise eligible to test for that promotion. It is further agreed that so long as the Chief of Police selects someone from that eligible list, his selection of the person hired is final and is not subject to the grievance process. The eligibility date for all promotions shall be the immediate day after the employee in the supervisory position leaves employment with the City. (e.g. If the supervisor's last day of employment is June 31st, and officer wishing to promote must meet all requirements as of July 1st).

SECTION 4. Any promotions or appointments relating to Police Chief, Deputy Police Chief or new hires are solely a Management function. However, if an individual is appointed from outside the McAlester Police Department to either the position of Police Chief or Deputy Police Chief, this individual shall not be able to enter employment in the McAlester Police Department except for the rank of Patrolman, if the original appointment is terminated.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. The City, F.O.P., or any employee covered under this agreement, may file a grievance within twenty (20) days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. For the purpose of this Article, "City" shall mean the Police Chief or his designated representative.

SECTION 2. The F.O.P. President, or his/her authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence; similarly, the F.O.P. may be so informed by the City.

SECTION 3. Any controversy between the City and the F.O.P., or any employee concerning the interpretation, enforcement, or application of any provision of this Agreement shall be adjusted in the following manner:

a. The grievance shall be submitted, in writing, by the FOP President and the employee to the Chief of Police within twenty (20) calendar days of the event giving rise to the grievance. In the event the grievance is submitted by the City, the same time requirement will apply with the grievance being submitted to the President of the FOP.

b. The Police Chief shall submit his answer, in writing, to the employee involved and to the FOP President within ten (10) calendar days.

c. If the grievance has not been settled within that time, it shall then be sent by the FOP President to the City Manager for adjustment within ten (10) calendar days of receipt of the response from the Police Chief.

d. The City Manager shall submit his answer, in writing, to the Police Chief, the employee involved, and the F.O.P. President within ten (10) calendar days of receipt of the grievance. If the City Manager and the F.O.P. have not settled the grievance within that time, and if legal or labor council deny coverage of the grievance, it shall be submitted to arbitration for adjustment by majority vote of the FOP within thirty (30) days of receipt of the response by the City Manager.

1. The bargaining agent and the City shall each select and name one (1) arbitrator and shall immediately thereafter notify each other, in writing, of the name and address of the person so selected. Both the FOP and the City may agree, in writing, to waive a three person arbitration panel within ten (10) calendar days of the vote of the FOP to submit the matter to arbitration.

2. The two arbitrators so selected and named shall, within the (10) days, agree upon and select a third arbitrator.

3. If, on the expiration of the period stated above, the arbitrators are unable to agree upon the selection of a third arbitrator, or in the event that both the FOP and the City waive the right to a three person arbitration panel, the bargaining agent and the City shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

4. Within five (5) calendar days from the receipt of such panel, the two arbitrators already selected shall meet and alternately strike names until one (1) arbitrator remains who shall be Chairman of the Arbitration Board. The City shall strike the first name.

5. The Arbitration Board (acting through its Chairman) shall call a hearing to be held within ten (10) calendar days after the date of the appointment of the Chairman whenever possible.

6. A Hearing shall be concluded within twenty (20) days from the time of commencement.

7. Within (10) days after the conclusion to the Hearing, the arbitrators shall issue a written opinion containing findings and recommendations with respect to the

issues presented. A copy of the opinion shall be mailed or delivered to the F.O.P. and the employer.

8. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

9. The arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provisions or amendments thereof. This shall not preclude individual wage grievance.

10. The cost of the impartial arbitrator shall be shared equally between the F.O.P. and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

SECTION 4. All time limits set forth in this Article may be extended by mutual consent but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance.

SECTION 5. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the F.O.P., or other representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal form.

ARTICLE 8

MERIT INCREASES

SECTION 1. The parties hereto recognize that increases in steps of pay are to be granted on the basis of merit, knowledge and performance, and that employees are not automatically entitled to step increases. (Additional Steps 11 and 12, see attached revised Addendum A.)

SECTION 2. Employees will be evaluated annually. Captains will meet and review with employees quarterly on performance. Steps of pay will be based on (1) year for the first three years once off probation, and every other year according to addendum A.

ARTICLE 9

F.O.P. BUSINESS AND MEETINGS

SECTION 1. The F.O.P. hereby agrees that it will not interfere in any way with the business of the City.

SECTION 2. Since the Police function is a twenty-four (24) hours per day, seven (7) days per week service, it will be necessary for the F.O.P. meetings to occur during times some members are working. In recognition of this, the employer agrees to make every effort to allow as many F.O.P. members to attend regular meetings as is reasonable under the conditions at the time.

SECTION 3. The F.O.P. agrees to keep the number of meetings at one per month except in the case of an emergency so designated by the F.O.P. President.

SECTION 4. It is specifically understood that the F.O.P. will not post notices of political (related to City elections) or inflammatory nature at the Police Station. Any and all postings by the F.O.P. on City property are subject to review and approval by the Chief of Police.

SECTION 5. F.O.P. E-Board members will be allowed to attend annual training and/or Conference two (2) days every year (Winter Board) and an additional three (3) days every other year, (Summer Board) as manpower allows. The Chief may allow other days on a case by case basis. These days will be shown as working on days the member is scheduled to work. No overtime will be granted

during this time. The City will have no financial responsibility for FOP training. E-Board will be defined as President, Vice-President, Secretary, Treasurer, Immediate Past President, and Trustee.

ARTICLE 10

WAGES

SECTION 1. Base Pay: The parties agree to a same percentage Cost of Living increase as other city employees for the 2020/2021 contract year. The base pay for employees will be as set forth on revised Addendum "A" attached hereto. The rank structure shall be as follows:

Captain	C-22
Lieutenant	C-19
Sergeant	C-17
Master Patrolman	C-13
Patrolman	C-12
Recruit	C-9

SECTION 2. Incentive Pay

a. Each Police Officer who has earned sixty (60) college credit hours with a minimum of eighteen (18) hours in law enforcement-related courses shall receive one hundred twenty-seven dollars \$127.00 per month over base salary. Educational incentive shall not be accumulative.

b. Each Police Officer who attains thirty (30) hours of academic instruction at an accredited college shall receive eighty-five (\$85.00) per month over base salary. Educational incentive shall not be accumulative.

c. Each Police Officer who obtains two hundred (200) hours

in specialized training, excluding basic training, shall receive one hundred (\$100.00) per month over base salary. On-the-job training or interdepartmental training is excluded.

d. Each Police Officer who obtains five hundred (500) hours in specialized training; excluding basic training, shall receive an additional \$100.00 per month over base. On-the-job training or interdepartmental training is excluded.

e. Each Police Officer who obtains one thousand hours in specialized training excluding basic training shall receive an additional sixty-five (\$65.00) dollars per month over base. On-the-job training or interdepartmental training is excluded.

f. Each Police Office who completes an Instructor Development course and is certified by CLEET to instruct in a police-related school shall receive \$30.00 a month over base salary.

g. Each Master Patrolman/Investigator must complete one of the following requirements for certification:

1. Three (3) years as a Patrolman with the City of McAlester, and One (1) year as an Investigator with the McAlester Police Department, and Five hundred (500) hours of specialized CLEET training or 60 hours of college course work with 18 hours in Criminal Justice. The selection of assignment to the Investigative Division shall be at the sole discretion of the Chief of Police.

Or

2. Six years as a Patrol Officer with the City of McAlester and Five hundred (500) hours of specialized CLEET training or 60 hours of college course work with 18 hours in Criminal Justice.

3. The position of Master Patrolman will be considered a C-13, but this shall not give seniority over Patrolmen and shall be used for promotions only.

h. All officers must obtain and maintain their intoxilyzer/operator certification and shall also be required to attend all related seminars/schooling.

SECTION 3. Shift Differential Pay

a. Each Police Officer assigned to work from 3 P.M. to 11 P.M. shall receive \$70.00 per month over base salary.

b. Each Police Officer assigned to work from 11 P.M. to 7 A.M. shall receive \$115.00 per month over base salary.

c. Special assignments shall receive shift differential pay if such assignments consist of a minimum of one month.

ARTICLE 11

HOURS OF WORK

SECTION 1. The normal workday shall consist of eight (8) hours and the normal work period shall be no more than forty (40) hours in a seven-day period.

SECTION 2. The normal daily tour of duty shall be eight (8) hours. However, Chief or Shift Commanders may, at their discretion, establish special hours and tours of duty for their department for specified units, or for individual employees, as may be necessary to provide adequate service. The Article shall not be interpreted as a guarantee of minimum or maximum number of hours per week or per year under conditions which, in the judgment of management, are necessary for the operation of the department.

SECTION 3. During the work period, employees normally will be assigned to shifts of five (5) consecutive days with two (2) consecutive days off.

SECTION 4. Rest Periods: During the normal eight (8) hour workday, employees will be granted one (1) fifteen (15) minute rest period and one thirty (30) minute rest period which shall be scheduled by the City. Said rest periods may be accumulated that day, at the discretion of the shift commander.

SECTION 5. Furloughs: In the event of any proposed furlough, both the City and the F.O.P. shall agree, in writing, to any such action before implementation.

ARTICLE 12

COMPENSATORY TIME AND OVERTIME

SECTION 1. All hours worked during standard work week in excess of forty (40) hours shall be considered overtime or compensatory time at the discretion of the Chief of Police.

Compensatory time will be time off with pay granted on the basis of one (1) and one-half (1/2) hours off from regular duties for each hour of overtime worked over forty (40) hours, unless otherwise stated herein. Regular pay or compensatory time at the standard rate will apply after forty (40). Compensatory time or overtime will be allowed for hours worked over forty (40) for the performance of the following duties.

a. Municipal, District, and Juvenile Court appearances which shall be granted on a time and one-half (1/2) basis. However, if less than one (1) hour of off-duty time is expended by the officer, the officer shall be granted two (2) hours of accumulated overtime.

b. All call-backs shall be granted on a time and one-half (1/2) basis with a two (2) hour minimum.

c. All in-service training when attendance is required.

SECTION 2. The following duties will be excluded from any compensation except as provided as follows:

- a. There will be a requirement to attend departmental meetings and/or conferences. These departmental meetings or conferences will not exceed four (4) annually.
- b. All schools, conferences, and seminars attended on scheduled off-duty days will receive comp time, unless overtime is authorized by the Chief or Deputy Chief.
- c. All schools, conferences, and seminars attended on scheduled workdays will receive no compensation.

ARTICLE 13

HOLIDAYS

SECTION 1. Each employee covered under the provisions of this Agreement shall be entitled to observe twelve(12) days as holidays and be granted time off with pay. In lieu of the thirteenth (13th) holiday, all FOP employees will be compensated sixteen (16) hours at their regular rate of holiday pay. These checks shall be distributed between August 1st and August 15th of the current year.

SECTION 2. Holidays will be observed on actual calendar days unless an employee is required to work by the City.

- a. New Years Day - January 1st
- b. Martin Luther King Day - Calendar date
- c. Good Friday - Calendar date
- d. Memorial Day - Calendar date
- e. Independence Day - July 4
- f. Labor Day - Calendar Date
- g. Veteran's Day - November 11th
- h. Thanksgiving Day - Calendar date
- i. Friday after Thanksgiving Day - Calendar date
- j. Presidents Day - Calendar date
- k. Christmas Eve - December 24th
- l. Christmas Day - December 25th

SECTION 3. The granting of holidays observed by the City shall be subject to the following provisions:

- a. When a holiday falls on an employee's day off, an alternate day shall be observed as approved by the City.
- b. When a holiday falls on an employee's workday, he/she shall receive two holidays for that holiday only if he/she actually works that holiday. If he/she does not work that holiday, he/she will only receive one holiday.
- c. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended. However, when an employee is absent without approved leave on a holiday for which he/she is scheduled to work, such time shall be charged to leave without pay and he/she shall not be eligible to receive an additional day off with pay at a later date.
- d. Holiday pay shall not be paid if the employee fails to work on both his/her regularly scheduled work day immediately prior to and following a designated holiday unless on paid leave which has been approved by the employee's supervisor.
- e. An employee terminating his/her service with the City whose last scheduled work day falls on a holiday shall have the effective date of this separation on the work day immediately preceding the holiday.

SECTION 4.

- a. Each employee covered by this Agreement who was hired prior to July 1, 2007, shall be limited to a maximum carry over of

twenty (20) holidays from year to year. The parties agree that the City will compensate employees who have more than twenty (20) holidays on the book as of June 30, 2007, for that time over a three year period in equal one-third amounts. The parties agree that for FY 2007-2008, the pay out for the first one-third of access hours will occur on April 1, 2007. Any employee hired after July 1, 2007, may only carry over a maximum of thirteen (13) holidays from year to year.

b. Each employee covered by this Agreement hired prior to July 1, 2007, will be limited to a maximum of seventy-three (73) days of severance pay for all leave accrued including sick leave, vacation and holiday at the time of retirement/resignation. For employees hired after July 1, 2007, the maximum of such severance pay will be sixty (60) days at the time of retirement/resignation.

The City reserves the right to not buy back any leave accumulation in the event of termination for cause of any employee.

ARTICLE 14

VACATION LEAVE

SECTION 1. Vacation leave shall be earned as follows: Each regular or probationary employee will earn vacation leave at the rate of 5/6 working days per month of service for the first five (5) years of service. After completion of the five (5) years of service and until the ten (10) years of service, vacation leave will be earned at the rate of 1 1/4 working days per month; after ten (10) years of service, employees will accrue vacation leave at a rate of 1 3/4 working days per month of service.

SECTION 2. The amount of vacation leave that may be carried forward on January 1st of each year shall not exceed forty-five (45) days.

SECTION 3. Vacation leave with pay shall be granted to employees in accordance with the following provisions:

- a. All regular employees shall be eligible to take their full vacation immediately after their anniversary date provided said employee has worked for the City a minimum of one (1) year.
- b. Employees shall not be permitted to use either accrued vacation leave or accrued compensatory time during a period of suspension.
- c. Vacation leave shall be taken in one (1) hour increments.

- d. Upon separation, the employee shall be paid for the unused portion of his/her accrued vacation leave, provided that the reason for termination is not discharge for cause.
- e. The City reserves the right to determine whether any buy back compensation will occur for excess vacation leave.

SECTION 4.

- a. Any employee discharged for cause shall not receive any annual leave buy back.
- b. Any employee who retires shall automatically receive annual leave buy back.
- c. Any employee who resigns in good standing, annual leave buy back shall be automatic.
- d. Any other resignations or failure to complete three (3) years of continuous Police service annual leave, buy back shall be at the discretion of the City.

ARTICLE 15

SICK LEAVE

SECTION 1. Sick leave shall be accumulated at the rate of one (1) day (eight hours) for each month of employment.

SECTION 2. The use of sick leave is limited to cases of illness or injury of the employee or member of his/her immediate family. Abuse of the sick leave privilege may be cause for immediate dismissal. Sick leave may be taken in one (1) hour increments.

SECTION 3. Sick leave may be used when there is a death or serious illness within the employee's grandparents, grandchildren, and/or immediate family. Normally, three day=s leave shall be granted for this purpose, but may be extended by the City Manager under extenuating circumstances. Childbirth shall be considered a serious illness under the provisions of this Article.

SECTION 4. An employee who, due to illness or injury, is absent from work shall make provisions to notify the appropriate supervisor of his/her absence, telephone number where he/she can be reached, and an address. Employees will be checked; failure to be reached will result in loss of pay for that shift. A written reprimand will accompany the loss of pay. Employees who are absent for three (3) days or more shall be required to submit a physician's statement. This statement must indicate that he/she has recovered sufficiently to return to work. Sick leave forms are

provided in each department and shall be filled out and signed by the employee upon returning to work.

SECTION 5. Sick leave shall be accumulative to ninety (90) days. Sick leave which totals more than ninety (90) days will be applied to vacation leave at the rate of three (3) to one (1).

SECTION 6. The City reserves the right to determine whether any excess sick leave shall be brought back each year. Employees with at least one (1) year completed service may sell back sick leave at the rate of three (3) days for one (1) day=s pay upon termination, provided that the reason for termination is not discharge for cause.

SECTION 7. Any employee who shall receive payment for work performed for any other employer than the City of McAlester while on approved sick leave may be subject to immediate dismissal. False or fraudulent use of sick leave may be cause for disciplinary action against the offending employee. Such disciplinary action may include dismissal.

SECTION 8.

- a. Any employee discharged for cause shall not receive any sick leave buy-back.
- b. Any employee who retires shall automatically receive sick leave buy-back.
- c. Any employee who resigns in good standing, sick leave buy-back shall be automatic.

d. Any other resignation or failure to complete three years of continuous Police service sick leave buy-back shall be at the discretion of the City.

SECTION 9. Any officer who is on leave for an on duty or off-duty injury or sickness may be assigned to "light duty status" if the Police Chief so designates and so long as the officer has been release by his or her health care provider for light duty. Light duty assignments will be granted on a case by case basis depending on the needs of the Department at the time, personnel available, special needs at the time of request and other circumstances that affect the operation of the Police Department. "Light Duty" assignments are granted solely on the approval of the Chief. Such assignments will consist of work that is related to law enforcement activities such as data entry, evidence related activities, accepting walk in complaints and responding to citizen inquiries, community relations activities, research and writing activities, dispatch services not requiring the use of OLETS and the like. The Chief may approve the officer to work a secondary job during the time he is on sick leave duty to an off-duty injury or sickness.

ARTICLE 16

LIFE AND MEDICAL INSURANCE

SECTION 1. The City shall pay the cost of each employee's medical insurance coverage through a group insurance program.

SECTION 2. The City shall provide Workman's Compensation coverage to members of the F.O.P. at no cost to the F.O.P. or its members. This coverage must be in compliance with applicable State statutes.

ARTICLE 17

LONGEVITY BONUS PAY

SECTION 1. Longevity bonus pay shall be made in accordance with the then current City longevity bonus pay policies except that eligibility for payment shall begin upon completion of five (5) year's service with the City. (Calculations shall be defined in the Longevity Resolution of the City).

SECTION 2. The maximum longevity shall be twenty-five (25) years.

ARTICLE 18

UNIFORM AND FOOTWEAR ALLOWANCE

SECTION 1. Uniforms will be repaired or replaced by the City when, in the opinion of the Chief or his designee, such repairs or replacements are deemed necessary.

SECTION 2. Each employee shall be responsible for the proper care and maintenance of his/her assigned uniforms, if said uniforms are lost or damaged through oversight or inattention by the individual employee, then said employee shall be financially responsible for the repair or replacement of such uniforms.

SECTION 3. Each employee covered under the terms and conditions of this Agreement shall have reserved a clothing allowance in the amount of \$840.00 per year to be used only for the purchase and replacement of items of uniformed clothing as prescribed by the City (including Detectives). Each employee must retain the following department approved equipment: Three (3) long sleeve shirts, three (3) short sleeve shirts, 3 pairs of pants, (1) straw campaign hat with hat badge and acrons, one (1) raincoat, (1) heavy coat, (1) safety vest, (1) pair shoes or boots, one (1) set of collar brass, one (1) name tag, one (1) uniform tie, one (1) duty belt, one (1) under-belt, duty belt keepers, one (1) holster, one (1) magazine holder, one (1) pair of handcuffs, one (1) handcuff case, one (1) flashlight, one (1) flashlight holder, and one walkie holder.

Probationary employees are not entitled to receive a yearly clothing allowance, although they will be provided these articles upon employment.

Members will receive \$420.00 in clothing allowance on July 20th of each year and will receive the remaining amount on January 20th of each year. Such amounts will be deemed as taxable income.

SECTION 4. In the event of termination, resignation, death or retirement, the clothing allowance will be computed at a rate of 1/12th of the yearly benefit per month and, if the employee has encumbered an amount greater than the proportional amount of the uniform allowance account that is due to him/her at the time of separation, said employee shall make appropriate reimbursement to the City or the amount will be withheld from his/her final pay draft.

SECTION 5. Body armor will be issued by the City to all sworn full time law enforcement officers. Body armor will be replaced every five (5) years or as recommended by the manufacturer. Body armor will be worn by all uniformed officers, including those assigned to patrol functions, while on regularly scheduled duty. Plain clothes officers (detectives) are required to wear body armor while on duty when engaging in activities involving an increased risk of physical harm. The mandatory wear requirements for officers on special assignment (not in uniform) will be determined by the Chief of Police on an assignment-by-assignment basis based on the

risk of physical harm associated with the assignment and the impact of a wear requirement on the ability of the officer to effectively execute the assignment. (e.g. undercover assignments) The mandatory wear requirements established by this Section may be waived in writing by the Chief of Police based on medical necessity on a case by case basis. Officers requesting a waiver must submit a request in writing to the Chief of Police and include any supporting documentation from this officer's health care provider which substantiates the need for the waiver. This policy shall not apply to Officers performing ceremonial functions, teaching, or to officers who are not scheduled to be on duty but who are being compensated for testifying in a Court proceeding.

ARTICLE 19

SHIFT/RANK STRUCTURE

SECTION 1. Patrol Division: The Patrol Division will consist of three shifts. Each shift will consist of a Captain, Lieutenant, Sergeant, and a number of Master Patrolman/Patrolman, which will be determined by the City and Police Chief. The duties of each rank will be outlined in the appropriate Police Department Uniform Rules and Regulations that govern the duties and responsibilities of each rank.

SECTION 2. The Criminal Investigations Division: The Criminal Investigations Division will consist of a Captain, Lieutenant, Sergeant, and a number of Master Patrolman/Patrolman. This also includes Narcotics/Interdiction Division and special assignments.

SECTION 3. The Police Chief may assign personnel to the Criminal Investigative Division on a temporary or permanent basis, as he may deem necessary. This decision will be based on several factors including, but not limited to seniority, evaluations, job performance, and attitude. The duties and responsibilities for these special assignments will be determined by the Police Chief.

ARTICLE 20

UNFAIR LABOR PRACTICE

SECTION 1. Both parties agree to comply with 11 O.S. 51-102 governing unfair labor practices.

ARTICLE 21

REIMBURSEMENT FOR PERSONAL PROPERTY

SECTION 1. Personal articles that are necessary to enable officers to better perform their duties that are damaged or broken in the line of duty shall be repaired or replaced at the option of the City.

SECTION 2. Personal articles as contained in this Article shall include, but not be limited to:

1. Prescription Eye Glasses or Contact Lenses
2. Dentures
3. Watches (subject to a \$100.00 limitation)
4. Prescription sunglasses (subject to a maximum of \$100.00)

SECTION 3. A written report of the damage or breakage shall be made to the on-duty Watch Commander when such damage or breakage occurs.

SECTION 4. When repair or replacement is necessary, the officer's report stating how, when, and where such damage or breakage occurs shall be forwarded to the Chief of Police.

ARTICLE 22

PERSONNEL REDUCTION

SECTION 1. In the event of a personnel reduction, the employee with the least seniority, according to time in rank shall be laid off first. Seniority shall be determined by the last date of hire as a Police Officer within the Police Department. Laid off employees will receive a fifteen (15) day notice prior to layoff, this notice will be written.

SECTION 2. No new employees shall be hired until the employee or employees laid off have been notified that an opening exists by certified or registered mail. Within fifteen (15) days after receipt of such notification, employee or employees on lay off will notify the City Personnel Office of their intention. Any employee's failure to respond within fifteen (15) days shall be considered as indication that the employee does not intend to continue his/her employment with the McAlester Police Department.

SECTION 3. Any employees laid off shall retain the recall preference for a period of twelve (12) months from the date of their individual release from duty.

ARTICLE 23

SEPARABILITY

SECTION 1. If any provision of this Agreement is declared by proper State or Federal law or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Personnel Rules or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 24

WAIVER AND ENTIRE AGREEMENT

SECTION 1. The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and the F.O.P., for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 25

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2021. This Agreement shall continue from year-to-year and be automatically extended for one-year terms unless changed by the mutual agreement of both bargaining parties and through written notice of request for bargaining given by either the City or the F.O.P. to the other party at least ninety (90) days before the anniversary date of this Agreement.

ARTICLE 26

SENIORITY

SECTION 1. Seniority shall be defined as follows: Seniority starts on the date an officer is hired in for Patrolman or when he receives a promotion. Seniority shall be by rank; Captains shall have seniority over all Lieutenants and below; Lieutenants shall have seniority over all Sergeants and below; Sergeants shall have seniority over all Master Patrolmen/Patrolmen and below. Seniority within a rank shall be determined by the date rank achieved.

SECTION 2. Upon completion of the probationary period, the employee shall be credited toward seniority with the time served during the probationary period.

SECTION 3. Where two or more employees in the rank of Patrolman are appointed on the same date, their relative seniority standing shall be determined in order of their selection as determined by the Chief of Police. Where two or more officers receive a promotion on the same date, their relative seniority shall be determined by their total score for that promotion test, evaluation, present seniority and oral interview.

SECTION 4. Seniority shall be lost upon occurrence of any of the following:

- a. Discharge, if not reversed
- b. Resignation;

c. Unexcused failure to return to work upon the expiration of formal leave of absence; and

d. Retirement

SECTION 5. Any officer returning to duty from medical retirement shall be reinstated to duty as a beginning Patrolman and shall not be reinstated to his/her former rank and shall not be given credit for seniority points previously acquired for purposes of promotional testing.

SECTION 6. Changing shifts: Officers may change shifts by using their seniority to bump or trade. Trade will be defined as two officers that have mutually agreed to change shifts. When a trade has been exercised, both officers will work that shift for a minimum of six (6) months. Bump will be defined as when an officer with seniority wants to move to another patrol shift and forces an officer with less seniority to the shift the bumping officer is leaving. When this happens, the officer initiating the bump must remain on that shift for a minimum of one (1) year. When an officer gets bumped off a shift, they will go to the shift of the officer that bumped them. If they do not want to be assigned to that shift, they may exercise a bump or trade to the shift their seniority allows them to go to. If an open slot becomes available on a shift, then any officer may request to fill the open slot. That will include an officer that has utilized a bump or trade within the last year.

SECTION 7. Any officer that voluntarily or by means of discipline is demoted shall be reinstated to the level of seniority to which the officer was positioned prior to their promotion.

ARTICLE 27

GARNISHMENTS/LEVY ON WAGES

SECTION 1. Employees shall be expected to pay their bonafide debts so as not to bring discredit to the department and the City.

ARTICLE 28

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, physical or mental handicap, national origin, status, or union membership, or political affiliation. Specifically, pursuant to Equal Employment Opportunity Commission guidelines, each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights of 1964, as amended.

SECTION 2. In the event that any portion of this Agreement unintentionally conflicts with the employer's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

ARTICLE 29

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the McAlester Police Department currently in effect on the effective date of this Agreement shall be deemed a part of this Agreement, unless and except as modified or changed by the specific terms of this Agreement.

SECTION 2. It is mutually recognized by the parties that this statutory requirement applies equally to each of the parties.

ARTICLE 30

INJURY LEAVE

SECTION 1. Injury leave shall be granted to any member of the bargaining unit who is injured on the job or who contracts an occupational illness on the job.

a. Injury leave will not exceed six (6) months unless authorized by the Police Chief and City Manager.

b. Injury leave will be granted only on the written recommendation and evaluation of a medical doctor. In the event an employee is granted injury leave, such employee shall submit a physician's written evaluation for each thirty (30) days so granted for injury leave, or any portion thereof, until said employee returns to work.

c. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not accumulate sick leave during the time they are on injury leave.

ARTICLE 31

POLICE RULES AND REGULATIONS

SECTION 1. The Police Uniform Rules and Regulations shall become a part of the Collective Bargaining Agreement.

SECTION 2. The Police Uniform Rules and Regulations may only be modified or changed by agreement between the City and the P.O.P.

SECTION 3. The City still reserves the right to issue Administrative Policies and general Personnel Policies if they are necessary.

ARTICLE 32

PENSION/RETIREMENT

SECTION 1. In accordance with 11 O.S. 50-109 the City shall contribute thirteen percent (13%) of the F.O.P. members' actual base salary to the Police Pension and Retirement System.

SECTION 2. In accordance with 11 O.S. 50-110, each member shall pay his/her share of the eight percent (8%) contribution to the Oklahoma State Police Pension and Retirement System.

SECTION 3. The Police Pension shall govern all other terms of pension and retirement and Retirement System as provided in 11 O.S. 50-101-50-309, et al.

SECTION 4. An officer shall have the right to purchase his/her department issued side arm at the depreciated value upon retirement or a minimum of \$10. Separation from the McAlester Police Department must be due to either medical retirement from an on the job injury or the implementation of his/her Oklahoma Police Pension.

ARTICLE 33

ALCOHOL AND DRUG-FREE WORKPLACE POLICY

SECTION 1. Purpose

This article shall apply to all members of the bargaining unit. The purpose of this policy is to maintain a work environment that is safe and conducive to high work standards. This policy covers the possession or use of drugs and/or alcohol by employees of the Department.

SECTION 2. Policy

The possession, use, manufacture, dispensation, sale, or distribution of alcohol and/or illegal drugs (this includes illegally-obtained prescription medication) while on duty, on City property, or while in a City vehicle are prohibited and will result in immediate suspension pending further action which may include termination. Being under the influence of alcohol and/or illegal drugs (including illegally-obtained prescription medications) while on duty, on City property or in a City vehicle is prohibited and may result in discipline, up to and including termination.

Such conduct is also prohibited during non-work hours to the extent that, in the Employer's opinion, it impairs the employee's ability to perform on-the-job.

The use of prescribed drugs or over-the-counter drugs, which adversely affect performance or behavior, must be reported by the employee to his/her immediate supervisor upon reporting for duty.

SECTION 3. Drug and Alcohol Rehabilitation

Any employee who feels that he/she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be confidential.

The decision to grant leave for rehabilitation will be totally at the discretion of the City of McAlester. The factors to be considered will include tenure, degree of responsibility, and past work history. A request for assistance will not be considered during an investigation of possible wrong doing by the employee making the request.

Rehabilitation itself is the responsibility of the employee. An employee seeking medical attention for alcoholism or drug use should use an approved health provider for rehabilitation. The insurance plan provides for health benefits on the same basis and with the same restrictions and limits as other illnesses. The employee should review his/her health care benefit information for restrictions and limitations of benefits.

SECTION 4. Definition

1. "Alcohol" means ethyl alcohol or ethanol.

2. "Company property" includes, but is not limited to, any company facilities, employee parking lots and company-owned or leased vehicles, vessels, aircraft and other equipment.
3. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol.
4. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug, its metabolites, or alcohol in a person's body tissue, fluids or products.
5. "Drug" includes, but is not limited to, marijuana, amphetamines, cannabinoids, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein.
6. "On the job" means any time an employee is acting on behalf of the City of McAlester; any time during which the employee is being compensated by the City of McAlester; and any time the employee is in the capacity of law enforcement officer.
7. A "positive" test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol.

8. "Review officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which has been generated by the City's drug or alcohol testing program and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and other relevant information.

9. "Sample" means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

10. "Testing facility" means any person, including any laboratory, hospital, clinic, or facility, either off or on the premises of the employer, which provide laboratory services to test for the presence of drugs or alcohol in the human body.

SECTION 5. Violation of this Policy

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or the refusal to submit to testing) may be subject to disciplinary action, up to and including termination. In addition, the City may, at its discretion, require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

SECTION 6. Types of Testing

a. Reasonable Suspicion Testing: The City may require an employee to undergo drug or alcohol testing if there is "reasonable suspicion" that an employee is using or has used drugs or alcohol in violation of the City policy drawn from specific objective, articulable facts, and reasonable inferences drawn from those facts in light of experience and may be based upon, among other things, the following:

1. Observable phenomena, such as
 - a. The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
 - b. The direct observation of drug or alcohol use while at work or on duty,
2. a. Report of drug or alcohol use while at work or on duty provided by reliable and credible sources and which has been independently corroborated,
3. Evidence that an individual has tampered with a drug or alcohol test during his/her employment with this City, or
4. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on the job or while on City property or while operating the City's vehicle, machinery or equipment.

b. Post Accident Testing. An employee will be required to undergo drug or alcohol testing if the City has a reasonable

suspicion that the employee or another person has sustained a work-related injury or the City's property has been damaged, including damage to equipment, in an amount reasonably estimated at the time of the accident to exceed Five Hundred dollars. (\$500.00)

c. Random Testing. Employees may be tested on a random selection basis, which means that each employee from a group of employees subject to the selection mechanism has an equal probability of being selected, and the City has no discretion to waive the testing of any employee selected.

d. Post-Rehabilitation Testing. If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests WITHOUT notice for a period of two years from the date of the employee's return to work.

SECTION 7. Confirmation Testing

A confirmation test is a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample, which uses different chemical principles and is of equal greater accuracy than the prior or alcohol test. If the confirmation test yields a positive result, the test result will be a "confirmed positive".

If the employee wishes to have the same sample re-tested, the employee must, in writing, request such a re-test within ten 10) calendar days of the employee's receipt of notification of the confirmed positive result. Any such re-test, including transportation, will be at the sole expense of the employee or applicant. In addition, the employee shall, at all times, have the right to explain the test in confidence.

SECTION 8. Testing Methods and Collection Procedures

a. All collection and testing shall be done in accordance with the rules promulgated by the Oklahoma State Board of health.

b. All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the employer;
2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;
3. The collection of samples shall be performed under reasonable and sanitary conditions;
4. A sample shall be collected in sufficient quantity for splitting into separate specimens, pursuant to rules of the State Board of Health, to provide for any

subsequent independent analysis in the event of challenge of the test results on the main specimen;

5. Samples shall be collected and tested with due regard to the privacy of the individual being tested.

In the instances of the urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection of testing of reliable samples;

6. Sample collection shall be documented, and the documentation procedures shall include:
 - a. Labeling of samples so as to reasonably preclude the probability of erroneous identification of the test results, and
 - b. An opportunity for the employee to provide notification of any information, which the employee considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant information;
7. Sample collection storage and transportation to the testing facility shall be performed so as to reasonably

preclude the probability of sample contamination or adulteration;

8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically-accepted method of equal or greater accuracy as approved by State Board of Health rule, at the cutoff levels as determined by State Board of Health rule.
9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

SECTION 9. Persons Subject to be Tested

All members of the bargaining unit are subject to testing.

SECTION 10. Time of Testing

Any drug or alcohol testing will occur during or immediately before or after the regular work period of the employee involved and will be deemed work time for purpose of compensation and benefits for the employee.

SECTION 11. Cost of Testing

The City shall pay all costs of testing for drugs or alcohol required by this policy including confirmation tests required by this policy and the cost of transportation of the testing of a

current employee is conducted at a place other than the workplace. If an employee requests a re-test of a sample in order to challenge the results of a positive test result, the employee shall pay all costs of the re-test; however, if the re-test reverses the findings of the challenged positive test, the employer shall reimburse the individual for the cost of the re-test.

SECTION 12. Records

a. The City shall maintain all drug and alcohol test results and related information, including, but not limited to interviews, report, statements, and memorandum, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceedings or any civil or administrative proceedings except in those actions taken by the employer or in any action involving the individual tested and the employer or unless such records are ordered released pursuant to a valid court order.

b. The records described herein shall be the property of the City and, upon the request of the employee tested, shall be made available for inspection and copying to the employee tested. The City will not release such records to any person other than the employee tested or the City's review officer unless the employee tested, in writing following the receipt of the test results, has expressly granted permission for the

employer to release such records pursuant to a valid court order.

SECTION 13. Disciplinary Actions

Under the policy, employers may not take disciplinary action, other than temporary suspension, against the employees who test positive for drugs or alcohol, unless the test is "confirmed" by a second test performed on the same sample using one of the methods specified in the policy which is of equal or greater accuracy than previously administered test.

IN WITNESS WHEREOF, the parties hereto have set their hands this
_____ day of _____, **2020**.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk

FRATERNAL ORDER OF POLICE
Lodge 97
Bargaining Agent

By _____

Secretary



Small Town. Big Frontier.

28 E. Washington · PO Box 578 · McAlester, Oklahoma 74502 · 918-423-9300 · FAX 918-421-4971 · www.cityofmcalester.com

MEMORANDUM OF UNDERSTANDING


Re: Collective Bargaining Agreement for fiscal year 2020-2021

The McAlester Fraternal Order of Police Lodge 97 will furlough at a rate of one day per month if the cumulative revenue from the City of McAlester sales and use tax go under the projected budget for the fiscal year 2020-2021. This should be based off the budget on a month to month basis and the cumulative total should be combined as the year progresses. No furloughs will be done retroactively. If sales and use tax fall below budget for a time period and later comes back over budget, then no member shall furlough when the sales and use tax come back over budget.

If there is any point the revenue falls below the projected budget revenues from the sales and use tax combined and any other city employee does not furlough, then no member of the union will take a furlough day either.

Uniform allowance: The Union will agree to take part of the City's offer and forgo the uniform allowance until the City of McAlester total sales tax exceeds the budgeted sales tax revenue by \$750k. Once the City of McAlester total sales tax exceeds \$750k over budget, then the Union members shall receive the first uniform allowance. If by February 1, 2021, the sales and use tax revenue exceeds the budget cumulatively as projected for that time, then the next Uniform allowance will be disseminated to the Union members. If the City of McAlester falls under the budgeted revenue from the sales and use tax combined before 02/01/2021 and later comes back over the budget, then the second uniform check will be disseminated once the sales and use tax have been up for two consecutive months.


Elijah Hass – President FOP Lodge 97


Date


Peter J. Stasiak – City Manager


Date



McAlester City Council

AGENDA REPORT

TABLED FROM THE AUGUST 25, 2020 MEETING

Meeting Date:	<u>September 22, 2020</u>	Item Number:	<u>1</u>
Department:	<u>City Council</u>	Account Code:	<u></u>
Prepared By:	<u>Chief Kevin Hearod, MPD</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 3, 2020</u>	Exhibits:	<u>1 (Ordinance Amendment)</u>

Subject

Consider and act upon, an Ordinance Amendment of the City of McAlester amending the Taxicab Business License and Taxicab Driver's License Permits.

Recommendation

Motion to pass and approve an Ordinance amending the Taxicab Permit Ordinances, which strengthens the enforceability of the Taxicab Ordinances and Permit Process.

Discussion

Changes have been made per Council's request at the previous meeting and per request by Citizens.

Approved By

Department Head
City Manager

Initial

Date

TE

9-17-2020

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 110, VEHICLES FOR HIRE, OF THE
MCALESTER CITY CODE; REPEALING ALL CONFLICTING ORDINANCES, AND
PROVIDING FOR SEVERABILITY.**

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

SECTION 1. That Chapter 110, Vehicles for Hire, Article II, Taxicabs, Division 1, Generally, of
the McAlester City Code, is hereby amended to read as follows:

Sec. 110-19. – Definitions

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

Driver means any person who drives or is otherwise in actual physical control of a
taxicab.

Fleet of taxicabs means a number of taxicabs, greater than one taxicab, operating under
the same ownership.

Owner means every person, firm, partnership, association or corporation having
proprietary use, ownership or control of any vehicles for hire or fleets of vehicles.

Rolling Three-Year Period means a period of time that begins on the current date of the
taxicab driver's license application and extends back in consecutive time three years prior
to that current date.

Taxicab means a motor vehicle for hire designed to carry ten persons or less, operated
upon any street or on call or demand, accepting or soliciting passengers indiscriminately
for transportation for hire between such points along streets or highways as may be
directed by the passenger or passengers so being transported, any motor vehicle operated
on, over and upon the public streets and alleys of the city for hire, and not operated over a
fixed route or on a fixed schedule.

Taxicab Business License means the authority granted by the City to an Owner to operate
a taxicab or a fleet of taxicabs on the streets of the City.

Taxicab Driver's License means the authority granted by the City to a Driver to operate a
taxicab on the streets of the City.

Sec. 110-20. – Financial responsibility requirements

- (a) Before any taxicab is operated upon the city streets, avenues, and alleys, the owner thereof shall file with the city clerk proof of financial responsibility as required by 47 O.S. § 8-104.
- (b) As used in this section, the term "proof of financial responsibility" means a certificate of any insurance carrier or risk retention group, as defined in 36 O.S. § 6453, authorized to do business in the state, certifying that there is in effect a policy of liability insurance insuring the owner and operator of the taxicab business, ~~his~~ all agents and employees, while in the performance of their duties, against loss from any liability imposed by law for damages including damages for care and loss of services because of bodily injury to or death of any person and injury to or destruction of property caused by accident and arising out of the ownership, use or operation of such taxicab or taxicabs, in the minimum amount, exclusive of interest and cost, with respect to each such motor vehicle, of at least \$25,000.00 for the injury or death of one person, \$50,000.00 for the injury or death of more than one person and \$25,000.00 for property damage, all in any one accident, which may occur by reason of negligence and carelessness in the operation of the taxicab. Such insurance policy must be approved by the city manager or the city manager's designee in writing on the policy.

Sec. 110-21. - Identification

Each side of a taxicab shall have plainly printed, ~~thereon~~ on the side door panel(s) of the taxicab and not on the window(s), in the form of a permanent printed or painted sign or insignia or a removable magnetic sign or insignia, the name of the owner of the taxicab or of the business operating such taxicab, in letters four inches in height.

Sec. 110-22. - ~~Driver's Photograph~~, Schedule of rates posted.

There shall be posted on the inside of each taxicab, in plain view of the passenger and easily readable, ~~a photograph of the driver thereof, together with~~ a schedule of rates charged for the use of the taxicab.

Sec. 110-23. – Limitation on number of passengers.

The number of passengers in a taxicab shall be limited to the seating capacity of such vehicle.

Sec. 110-24. – Suspension or revocation of licenses issued under article; Penalties.

A. All licenses issued under this article may be suspended or revoked for any of the following causes:

1. When any statement in the license application is found to be false or when any pertinent information is omitted.
2. Violation of federal or state laws by the licensee.
3. Driving a taxicab while under the influence of liquor or any intoxicating substance that affects the ability to drive.
4. Failure to report accidents.
5. Permitting other persons to use the license.
6. Obliterating or changing information on the license.

7. Two convictions of the licensee of a major traffic violation during the license year.
 8. Failure to maintain insurance as required under this article.
 9. Using an owned taxicab in the commission of a crime that leads to conviction.
- B. Every person, including an owner, licensee, employee of a licensee, independent contractor of an owner or licensee, agent of an owner or licensee, and/or driver of a motor vehicle for hire who violates any of the provisions of this article, or who neglects or fails to comply with the same, shall be deemed guilty of an offense, and except in cases where another penalty has been fixed and prescribed shall, upon conviction, be punished by a fine set per Chapter 48.

SECTION 2. That Chapter 110, Vehicles for Hire, Article II, Taxicabs, Division 2, Vehicle Taxicab Business License, of the McAlester City Code, is hereby amended to read as follows:

Sec. 110-52. – Required.

~~No person shall operate a taxicab unless a current license therefor has been issued in accordance with this division.~~ It shall be unlawful for any person, company, firm, partnership, owner, association, or corporation to engage in the business of operating any motor vehicle for hire that transports any passenger(s) within city limits, without having first obtained from the City a Taxicab Business License. In addition, individual drivers are required to be licensed pursuant to § 110-79.

Sec. 110-53. – Not issued to minors or felons.

No taxicab business license or license renewal shall be issued to any person under the age of 21 years or to any person not possessing a valid Oklahoma state driver's license, or to any person who has ~~been convicted of a felony~~:

1. A conviction for driving under the influence of intoxicating substances or a plea to reduced charge of driving under the influence within the prior five-year period to application; or
2. A misdemeanor conviction involving a violent crime where physical force is exerted so as to cause damage, abuse, or injury to persons or property within the prior five-year period to application; or
3. A felony conviction within the prior five-year period to application, unless it is a conviction for the crime of murder, manslaughter, kidnapping, robbery, rape, arson, burglary, any drug-trafficking or drug-distribution related crime, or registered sex offenders, as defined by state and federal law. Applications of persons previously convicted of any of the above listed crimes shall be ineligible to apply for a license under this section; or
4. A conviction within ten years prior to application of hit-and-run driving; or
5. A conviction within five years prior to application of reckless driving.

Sec. 110-54. – Filing and contents of application.

Application for a taxicab business license under this division shall be made, in writing, by the owner of the taxicab business. Such application shall be filed with the city ~~treasurer~~ manager or the city manager's designee and shall state the following:

1. The name of the applicant and any other owners of the taxicab business, the business name, and any established place of business of the applicant, including address and location of dispatcher if applicable.
2. The address of the applicant. Proof of insurance for each taxicab and for the business.
3. The experience of the applicant in the taxicab business. Description of the proposed or existing color scheme, insignia, or brand logo to be used on each taxicab.
4. The number of taxicabs the applicant desires to operate.
5. The following information concerning each taxicab to be licensed: mechanical and physical condition, seating capacity, state license number, motor number and chassis number vehicle identification number (VIN) and certificate of inspection from a city police officer.
6. With said application, applicant shall attach a copy of the following:
 - a. Applicant's drug and alcohol testing policies; and
 - b. Applicant's fee schedule showing the passenger fares to be charged; and
 - c. A Certificate of Good Standing from the Oklahoma Secretary of State's office.

Sec. 110-55. – Applicant to present evidence of current inspection of vehicle.

Each applicant for a taxicab business license shall, prior to issuance or renewal of the license, present evidence to the city ~~treasurer~~ manager or the city manager's designee that ~~the~~ each in-service taxicab has passed a current inspection, performed by a city police department officer as required by state law. Each taxicab intended to be put into service by applicant's business must be inspected by an officer and pass inspection prior to a taxicab business license being issued or renewed. Each taxicab's title, tag, insurance verification, and state corporation commission decal or USDOT/UCR number where applicable, shall be provided to the officer at the time of inspection. Once a taxicab has been inspected, has passed inspection, and has found to be in good working condition, a yearly inspection by the City's police department is required before July 1 of every year while the taxicab is in-service. All taxicabs will be inspected for safety and proper mechanical operation, including but not limited to:

1. Body and frame are present and operational (bumpers are present, windows and windshields are present, etc); and
2. Functional seatbelts and rear-view mirrors; and
3. Functional headlights, turn signals, brake lights, and taillights; and
4. Brake check; and
5. Reasonable cleanliness; and
6. Oil change status; and
7. Passenger and driver doors must open to the seat directly used for each door, and each door must be equipped with a properly functioning handle that must be operable and openable from the inside.

The owner or applicant, if and when requested by the officer at the time of inspection, must produce maintained service records for the past year, or since the previous inspection, whichever period is longest, for each taxicab for the duration of ownership by

the owner or applicant. The chief of police, or the chief of police's designee, may remove any taxicab from service, or refuse to certify a taxicab for future service, that does not pass inspection.

Sec. 110-56. – Fee.

The annual fee for a license under this division shall be as provided in Chapter 48 for each taxicab.

Sec. 110-57. – Investigation of application; issuance.

The city ~~treasurer~~ manager or the city manager's designee shall investigate the facts stated in an application for a license under this division. Upon approval of the application by the city ~~treasurer~~ manager or the city manager's designee, he may issue the license upon the payment of the prescribed fee. No license shall be issued unless the owner of the taxicab has complied with § 110-20.

Sec. 110-58. – Contents.

The ~~serial number of the motor and the number of the chassis~~ vehicle identification number (VIN), business name, date of license issuance, and date of expiration of license of each taxicab licensed under this division shall be listed upon the license. The license shall also contain a statement that it is not transferable.

Sec. 110-59. – Duplicates

In case a license issued under this division is lost, a duplicate license may be issued by the city ~~treasurer~~ manager or the city manager's designee upon the payment of a fee as provided in Chapter 48.

Sec. 110-60. – Expiration

All licenses issued under this division shall expire on July 1 next following the date of issuance.

SECTION 3. That Chapter 110, Vehicles for Hire, Article II, Taxicabs, Division 3, Taxicab Driver's License, of the McAlester City Code, is hereby amended to read as follows:

Sec. 110-79. – Required.

It shall be unlawful for any person to act or work as a taxicab driver or drive a taxicab without having a taxicab driver's license so to do issued by the city ~~treasurer~~ manager or the city manager's designee in accordance with this division.

Sec. 110-80. – Filing and contents of application.

Application for a taxicab driver's license shall be in writing and filed with the city ~~treasurer~~ manager or the city manager's designee, and shall state the following:

1. The name (including all aliases or previously used names) of the applicant, residence current address, age date of birth, gender, weight, color of hair and eyes, race, color and nationality of the applicant.
2. Whether the applicant has ever been licensed as a taxicab driver, and if so, where.

3. Whether the applicant's state driver's license or taxicab driver's license has ever been suspended or revoked and the reason therefor.
4. The number of times the applicant has been convicted for the violation of traffic law, and any known details of those traffic violations such as date of violation and type of violation.
5. The names of three reputable persons residing in the city who can vouch for the fact that the applicant is of good moral character and repute.
6. Felony or misdemeanor convictions, with dates of conviction, that reasonably and directly indicate a risk to the public such as:
 - a. Any offense involving violence;
 - b. Any sex offense;
 - c. Any drug or alcohol-related offense.
7. Attached to the application, the applicant shall include a copy of a valid state-issued Oklahoma driver's license, including the driver's license number, class, and expiration date.
8. Also attached to the application, the applicant shall include a copy of the applicant's current three-year driving record, issued by either the state department of public safety, a state tag agency, or an accredited background agency. The applicant must provide a current record every year upon renewal of the taxicab driver's license. This driving record is considered current if it is dated no more than 30 days prior to the date on which the applicant submits a completed application.
9. The applicant is required to also provide a copy of the applicant's current criminal record unless otherwise obtainable by the city, from the state bureau of investigation or an accredited background agency, upon submission of the application. The applicant must provide a current record every year upon renewal of the driver's permit. The criminal record is considered current if it is dated no more than 30 days prior to the date on which the applicant submits a completed application.

Sec. 110-81. – ~~Applicant's health permit and photograph.~~ Investigation and approval or denial of application

~~Each application for a license under this division shall have attached thereto a health permit issued to the applicant and a recent photograph of the applicant, which photograph shall be two inches by two inches in size.~~

- A. Upon the city manager's or the city manager's designee's receipt of an application for a taxicab driver's license, the same shall be referred to the chief of police, or the chief of police's designee, to conduct an investigation of the applicant and on the basis of such investigation, shall either approve or deny the application. No taxicab driver's license shall be issued to any of the following persons:
 1. Any persons under the age of 18 years;
 2. Any person with a conviction for driving under the influence of intoxicating substances or a plea to reduced charge of driving under the influence within the prior five-year period to application;
 3. Any person with a misdemeanor conviction involving a violent crime where physical force is exerted so as to cause damage, abuse, or injury to persons or property within the prior five-year period to application;

4. Any person with a felony conviction within the prior five-year period to application for a license, unless it is a conviction for the crime of murder, manslaughter, kidnapping, robbery, rape, arson, burglary, any drug-trafficking or drug-distribution related crime, or registered sex offenders, as defined by state and federal law. Applications of persons previously convicted of any of the above listed crimes shall be ineligible to apply for a license under this section;
 5. Any person convicted of hit-and-run driving within 10 years prior to the application;
 6. Any person convicted of reckless driving within 5 years prior to the application;
 7. Any person not possessing a valid Oklahoma state driver's license;
 8. Any information which is omitted from the taxicab driver's license application will be grounds for denial of a permit;
 9. Any person who cannot produce a certificate from a physician of the city stating that the applicant is capable of safely performing the essential functions of the job of driving a taxicab;
 10. Any person lacking an endorsement letter from a current taxicab business license holder.
- B. Anyone who is denied a permit shall not reapply for such a permit until after a period of six months.
- C. The restrictions in this section shall apply both to persons possessing a taxicab driver's license and to persons seeking renewal of such license.
- D. No such license shall be issued or renewed until the chief of police, or the chief of police's designee, has approved the application.

Sec. 110-82. – ~~Investigation and approval of application.~~ Revocation or suspension of a taxicab driver's license.

~~Each application for a taxicab driver's license shall be referred to the chief of police for investigation and no such license shall be issued until the chief of police has approved the application.~~

- A. In addition to the reasons listed in § 110-24, a taxicab driver's license may be revoked or suspended by the chief of police, or the chief of police's designee, for any of, but not limited to, the following reasons:
1. Upon conviction of operating a taxicab while under the influence of intoxicating liquor or while under the influence of any drug or substance which renders an individual incapable of safely operating the taxicab.
 2. Upon conviction of leaving the scene of an accident.
 3. Upon conviction of hit-and-run or reckless driving, any offense involving violence, any sex offense, and/or any drug or alcohol-related offense.
 4. For permitting any other person to use the taxicab driver's license.
 5. Upon conviction of a third moving traffic violation during any one license year, or upon conviction of a fifth moving traffic violation during any rolling three-year period.

- 6. Upon cancelation of insurance or revocation or suspension of state driver's license.
 - 7. For repeated failure to travel the most convenient, direct route in the routing of passengers, unless so authorized by the passenger(s).
 - 8. Refusal of service in violation of this article.
- B. Whenever the chief of police, or the chief of police's designee, intends to deny an application or revoke or suspend a taxicab driver's license, he shall give the applicant or licensee written notice of intent to deny such application, or intent to revoke or suspend such license. The notice shall set forth the grounds upon which such denial or revocation or suspension is contemplated.
 - C. No person whose permit has been revoked shall be eligible to receive a new license until a year from the date of the revocation. The chief of police, or the chief of police's designee, may suspend a taxicab driver's license for any period of time not to exceed 90 days.
 - D. The chief of police may require that the licensee obtain an updated medical evaluation and/or complete a driver's training program, prior to reapplying for a taxicab driver's license or in order to lift the suspension, if either is applicable to the reason for denial, suspension, or revocation.

Sec. 110-83. – Fee.

The annual fee for a taxicab driver's license shall be provided in Chapter 48.

Sec. 110-84. – Issuance.

Upon approval by the chief of police of the application for a license under this division, and upon payment of the prescribed fee, the city ~~treasurer~~ manager or the city manager's designee shall issue the license.

Sec. 110-85. – Posting.

A Once issued, both a copy of the business taxicab license and a copy of the taxicab driver's license shall be posted in viewable sight, and not hanging from the rear view mirror, on the inside of the taxicab at all times while such driver is operating the taxicab.

Sec. 110-86. – Duplicates.

If a taxicab driver's license is destroyed or lost, a fee as provided in Chapter 48 shall be paid for issuing a duplicate license.

Sec. 110-87. – Expiration.

Each license issued under this division shall expire on July 1 next following its issuance.

Sec. 110-88. - Taxicab Driver's License Notification of Termination of Driver required.

Upon the termination of any driver, the holder of the taxicab business license for which that driver is operating a taxicab, the holder must give the city police department written

notification of such termination, and the reasons therefore, unless the reasons are confidential pursuant to either state or federal law.

SECTION 4. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 5. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF McALESTER,
OKLAHOMA on THIS _____ DAY OF _____, 2020.

CITY OF McALESTER,
OKLAHOMA
A Municipal Corporation

ATTEST:

By: _____

John Browne, Mayor

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____ 2020.

By: _____

William J, Ervin, City Attorney



ORDINANCE NO. _____

AN ORDINANCE CREATING CHAPTER 94, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE MCALESTER CITY CODE, ARTICLE 1, IN GENERAL, SECTION 94-8, PERMIT FOR ELECTRIC CHARGING STATIONS ON PUBLIC STREETS AND SIDEWALKS; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. That Chapter 94, Streets, Sidewalks, and Other Public Places, Article I, In General, Section 94-8, Permit for Electric Charging Stations on Public Streets and Sidewalks, of the McAlester City Code, is hereby created to read as follows:

Sec. 94-8. Permit for Electric Charging Stations on Public Streets and Sidewalks

- 1) The purpose of this code is to create uniform standards for the installation, maintenance, and permitting of electric charging stations on public streets and sidewalks.
- 2) No person shall commence or complete the installation of an electric charging station upon a city public street or sidewalk until a permit is obtained therefore. Any person desiring to install such an electric charging station shall apply to the city manager, or his or her designee, for such a permit. The permit shall require the following documentation.
 - a. A Completed and Signed Application
 - b. A Site Plan of the Proposed Location
 - c. Proof of Ownership of the Adjacent Property or Permission from the Property Owner
 - d. A Description and a Schedule of the Construction to Occur
 - e. Acknowledgement from the Electric Utility Company on their Ability to Serve the Electric Charging Station
- 3) The following site criteria govern where electric charging stations may be located on public streets and sidewalks, subject to final approval and permitting.
 - a. Shall be allowed on one of the following designated streets:
 - i. Washington Avenue from A Street to 5th Street
 - ii. Chickasaw Avenue from Main Street to 3rd Street
 - iii. Cherokee Avenue from Main Street to 3rd Street
 - iv. 1st Street from Adam Avenue to Carl Albert Parkway
 - v. 2nd Street from Adams Avenue to Kiowa Avenue
 - vi. 3rd Street from Washington Avenue to Wyandotte Avenue
 - vii. 5th Street from Washington Avenue to Chickasaw Avenue
 - b. Shall be allowed adjacent to commercially zoned property.
 - c. Shall be allowed in an existing on-street parking spaces and on adjoining sidewalk.
 - d. Shall be allowed on city blocks where there are fewer than four electric charging stations.
 - e. Shall not be allowed where equipment reduces walkway to fewer than 36 inches.

- f. Shall not be allowed where equipment crosses a designated bike lane.
 - g. Shall not be allowed where equipment is a sight impediment to traffic.
- 4) Upon approval of the application by the city manager or his or her designee, such permit shall be issued to the applicant without a fee thereafter. The following requirements shall be met before the charging station is allowed to be operational:
- a. When necessary, the installation of bollards to protect electrical equipment.
 - b. The parking spots used for electric charging stations shall be painted with a green pattern to indicate the intended use of the parking spots.
 - c. All electric charging stations shall be connected to a metered electrical source.
 - d. Once the charging station has been installed, the same shall be inspected by City staff and the electrical code inspection and permit fees according to Chapter 48 of the McAlester City Code for such inspections shall apply.
- 5) The permit holder shall be responsible for the following additional criteria:
- a. Unless unavailable and waived by a vote of the City Council, each electric charging station shall carry commercial general liability insurance in an amount of \$1,000,000.
 - b. Any construction or demolition costs incurred as a result of the installation or removal of the electric charging stations shall be paid by the permit holder.
 - c. Any equipment installed for the electric charging station shall remain property of the permit holder for the duration of the permit.
 - d. Any equipment installed for the electric charging station shall be maintained by the permit holder and will not be maintained, repaired, or replaced by the City of McAlester.

SECTION 2. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 3. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF McALESTER,
OKLAHOMA on THIS _____ DAY OF _____, 2020.

CITY OF McALESTER,
OKLAHOMA
A Municipal Corporation

ATTEST:

By: _____
John Browne, Mayor

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2020.

By: _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

TABLED FROM THE SEPTEMBER 8, 2020 MEETING

Meeting Date:	<u>September 22, 2020</u>	Item Number:	<u>3</u>
Department:	<u>Public Works</u>		
	<u>Dalton Carlton, Public</u>		
Prepared By:	<u>Works Director</u>	Account Code:	<u></u>
Date Prepared:	<u>September 2, 2020</u>	Budgeted Amount:	<u></u>
	<u></u>	Exhibits:	<u>4</u>

Subject

Consider and act upon, authorizing the purchase of a 2019 Western Star 4700SB Roll Off truck from Premier Truck Sales in Tulsa.

Recommendation

Motion to approve and authorize the purchase of a 2019 Western Star 4700SB Roll Off truck on State Contract SW035T and SW197 from Premier Truck Sales for the state bid price of \$168,690.00.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

TE

9-17-2020

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Small Town. Big Frontier.

28 E. Washington • PO Box 578 • McAlester, Oklahoma 74502 • 918-423-9300 • FAX 918-421-4971 • www.cityofmcalester.com

Date: 9-16-2020
To: Mayor and Council
From: Toni Ervin, Assistant City Manager
Subject: Agenda item for purchase of roll off truck

Staff recommends purchase of the roll off truck. With the cost of outsourcing this service, the city could pay off the purchase price in one year.

Roll off truck is used consistently on transporting from McAlester Recycling to Durant Recycling 2 times a week and to transport our sludge boxes from our Water treatment Plant to our Landfill at a minimum of 5 times a week.

Republic Services gave us a quote for these trips.

\$750 per trip to Durant
\$225 per trip from WTP to McAlester Landfill

The below cost calculations are based on Republic's quote. The minimum number of trips that we take to Durant for Recycling is 2 per week and the maximum is 4 per week. The minimum number of trips per week from McAlester Water Treatment Plant to the McAlester Landfill is 5 and the maximum is 10.

			# of trips	
	minimum	maximum	minimum	maximum
\$750	\$78,000	\$156,000	2	4
\$225	\$58,500	\$117,000	5	10
Total cost per year		\$136,500	\$273,000	
Average cost per year		\$204,750		

In addition, we use it to clean and haul off our own work sites and empty roll offs at various city locations on a regular basis and would have to pay additional amounts as needed.

Those amounts compared to the Purchase price \$168,690 and payments on the loan with minimum maintenance cost because of the warranty included.

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Date: September 2, 2020

To: Mike Sartin
Vocational Truck Sales
Premier Truck Sales

From: Peter Stasiak
City Manager
City of McAlester

Subject: Letter of Intent—2019 Western Star 4700SB Truck

The City of McAlester has the funds and intends to purchase the 2019 Western Star Roll off truck contingent on City Council approval next Tuesday, September 8th, 2020.

Respectfully,

Peter Stasiak
City Manager



PREMIER TRUCK GROUP OF TULSA

5104 WEST 60TH STREET
TULSA OK 74107-8816

Department: NEW
Contract Date: _____
Deal Packet: DE-14954
Branch: 125
Salesperson: Mike Sartin

Bill To: 17410
CITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502-0578
P:(918) 423-9300 | F:(918) 421-4971

Ship To:
CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Stock#: KV1473	VIN: 5KKHAXDV3KPKV1473	New 2019 WESTERN STAR 4700SB	Price:	\$159,000.00
		5yr/100k EW4 Extended Engine Warranty WAI-4V5		\$2,450.00
		5yr/100k TC4 Extended Chassis Warranty WBB-334		\$5,315.00
		5yr/Unlimited Mileage Towing/Roadside Service \$1200 cap/incident		\$1,575.00
		Per Unit:		\$168,340.00
		Total Price		\$168,340.00
		Documentary Fee		\$350.00
		Total		\$168,690.00

Western Star Equipped with Galbreath 75,000lb Hoist SN 13H44696 with Rack and Pinion electric tarp. Inside and outside air controls, poly fenders, 48" toolbox, hotshift PTO with direct mount pump. Approachramps with adjustable tarper gantry. PRICING PER SW035T AND SW197

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.
THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE SELLER, FOR THE STATED PRICE THE NEW TRUCK(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW TRUCK OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE

TITLE

DATE

Mike Sartin

ACCEPTED BY

CO-SIGNER'S SIGNATURE

TITLE

DATE

Page 1

AUTHORIZED SIGNATURE

DATE

Purchase Agreement Terms and Conditions

1. **TRADE(S).** Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Seller, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable and proper cancellation charges and expenses.

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the truck(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Seller's opinion, are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL**

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty Acknowledgement

This warranty acknowledgement lists the make, model, and major components (engine, transmission and axles) and the applicable limited warranty coverage(s) included with the vehicle(s) purchased. Program extended coverage included with the vehicle(s) and/or components will be listed below in lieu of the standard limited warranty when applicable. Other extended coverage(s) added by the Purchaser, or included with the vehicle(s) and/or components will also be listed below and on Pg. 1 of this Agreement.

	VIN(S)	MAKE	MODEL	ENGINE	TRANSMISSION	AXLE(S)
	kv1473	Western Star	4700SB	Detroit	Eaton	Meritor
	BASE MODEL WARRANTY	ENGINE WARRANTY	TURBO	INJECTORS	TRANSMISSION WARRANTY	AXLE WARRANTY
STANDARD:	1yr/100k	2yr/250k	2yr/250k	2yr/250k	3yr/Unlimited	2yr/100k
EXTENDED:	5yr/100k	5yr/100k	5yr/100k	5yr/100k		
ADDITIONAL COVERAGE(S)						
DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:

The Purchaser will receive warranty books to the vehicle(s) and components purchased. The Purchaser will be presented with extended coverage options for the vehicle(s) and components. The Purchaser understands the warranty coverage included and extended coverage options available for the vehicle(s) and components purchased.

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

DD13 / DD15 / DD16

ENGINE COVERAGE PACKAGES



EW1	Air Inlet Manifold Air Intake Throttle Valve Alternator Bracket* Belt Tensioner Camshaft Assembly (including seals) Cold Pipe Assembly Connecting Rod, Bearings & Bolts Cooler Inlet Pipe Crankcase Breather Oil Separator Crankshaft Thrust Washer Cylinder Block Cylinder Head Assembly	Cylinder Head Gasket Cylinder Liner EGR System Engine-Mounted Sensors Exhaust Manifold & Bellows Fan Support Assembly Flywheel, Housing & Gasket Fuel Filter Housing Gear Case Gear Train Gear Train/Timing Case Gasket High Pressure Fuel System & Lines	Integrated Engine Brake Low Pressure Fuel Pump Main Bearing Bolts Main Bearings MCM/CPC Oil Cooler, Housing & Gaskets Oil Pan & Seals Oil Press REG & Relief Valves Oil Pump Pistons (rings, pins, retainers) Rocker Arm Assembly Rocker Cover & Seals	Thermostat Housing & Gasket Turbo Compound Device & Coupling Turbocharger Outlet Elbow Valves (exhaust, intake) Valve Springs, Guides, Inserts Vibration Damper Water Pump (excludes water pump seal)
EW2	EVERYTHING IN EW1, PLUS:	Air Compressor*** Fuel Injectors	Turbocharger Water Pump Seal	
EW3	EVERYTHING IN EW2, PLUS:	Aftertreatment Control Module Aftertreatment Nox Sensors Aftertreatment Pressure Sensors Aftertreatment Temperature Sensors	DEF Pump/Metering Unit/Injection Unit Electrical Harness & Connectors** Hydrocarbon Fuel Line Hydrocarbon Injection Valve	Hydrocarbon Metering Unit Seals – Front & Rear Crankshaft
EW4	EVERYTHING IN EW3, PLUS:	Aftertreatment System Mounting Brackets & Clamps	Diesel Oxidation Catalyst & Housing Diesel Particulate Filter & Housing	SCR Catalyst & Housing

*If supplied by Detroit.

**Engine harnesses and connectors installed at the Detroit plant only. Harnesses and connectors not installed at the Detroit plant can be covered under separate chassis coverage available for purchase.

***Air Compressor for GHG14 covered under EW2 package. Air Compressor for EPA10 covered under EW3 package.

Note: Component line is not inclusive. This list is intended as an overview only and specification are subject to change without notice.



DETROIT
EXTENDED SERVICE COVERAGE

TRUCK COVERAGES

TC1 (Base)	Front Suspension, Rear Suspension, Air Intake System, Ignition System, Charging System, Cranking System, Charge Air Cooler, Climate Control	
TC2	<u>INCLUDES EVERYTHING IN TC1, PLUS:</u>	Cooling, Drive Shafts
TC3	<u>INCLUDES EVERYTHING IN TC2, PLUS:</u>	Braking System, Wiring, Fuel System
TC4 (Premium)	<u>INCLUDES EVERYTHING IN TC3, PLUS:</u>	Steering, Exhaust System, ATS/Emissions, Supplemental Info Devices, Cab & Hood, Instruments & Gauges, Transfer Case Mounts

ENGINE COVERAGES

EW1	Air Inlet Manifold, Air Intake Throttle Valve, Alternator Bracket*, Belt Tensioner, Camshaft Assembly (Including Seals), Cold Pipe Assembly, Connecting Rod Bearings & Bolts, Cooler Inlet Pipe, Crankcase Breather Oil Separator, Crankshaft Thrust Washer, Cylinder Block, Cylinder Head Assembly, Cylinder Head Gasket, Cylinder Liner, EGR System, Engine Mounted Sensors, Exhaust Manifold & Bellows, Fan Support Assembly, Flywheel, Housing & Gasket, Fuel Filter Housing, Gear Case, Gear Train, Gear Train/Timing Case Gasket, High Pressure Fuel System & Lines, Integrated Engine Brake, Low Pressure Fuel Pump, Main Bearings, Main Bearings, MCM/CPC, Oil Cooler Housing & Gaskets, Oil Pan & Seals, Oil Pressure REG & Relief Valve, Oil Pump, Pistons (Rings, Pins, Retainers), Rocker Assembly, Rocker Cover & Seals, Thermostat Housing & Gasket, Turbo Compound Device & Coupling, Turbocharger Outlet Elbow, Valves (Exhaust, Intake), Valve Springs, Guide, Inserts, Vibration Damper, Water Pump (Excludes Water Pump Seal)	
EW2	<u>INCLUDES EVERYTHING IN EW1, PLUS:</u>	Air Compressor**, Fuel Injectors, Turbocharger, Water Pump Seal
EW3	<u>INCLUDES EVERYTHING IN EW2, PLUS:</u>	Aftertreatment Control Module, Aftertreatment NO _x Sensors, Aftertreatment Pressure Sensors, Aftertreatment Temperature Sensors, DEF Pump/Metering Unit/Injection Unit, Electrical Harness & Connectors***, Hydrocarbon Line, Hydrocarbon Injection Valve, Hydrocarbon Metering Unit, Seals – Front & Rear Crankshaft
EW4	<u>INCLUDES EVERYTHING IN EW3, PLUS:</u>	Aftertreatment System Mounting, Brackets & Clamps, Diesel Oxidation Catalyst & Housing, Diesel Particulate Housing, SCR Catalyst & Housing



EXTENDED COVERAGE

** Air Compressor for GHG14 covered under EW2 package. Air Compressor for EPA10+
 *** Engine harnesses and connectors installed at the Detroit plant only. Harnesses and Detroit plant can be covered under separate chassis coverage available for purchase.
 Note: Component line is not inclusive. This list is intended as an overview only and spe without notice.



McAlester City Council

AGENDA REPORT

TABLED FROM THE SEPTEMBER 8, 2020 MEETING

Meeting Date:	<u>September 22, 2020</u>	Item Number:	<u>4</u>
Department:	<u>Finance</u>		
	<u>Sherri Swift, Chief</u>		
Prepared By:	<u>Financial Officer</u>	Account Code:	<u></u>
Date Prepared:	<u>September 16, 2020</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>6</u>

Subject

Consider and act upon, authorizing the purchase of a New 2019 Western Star 4700SB Roll Off Truck from Premier Truck Group of Tulsa.

Recommendation

Staff recommends financing the vehicle with First National Bank based on the interest rates and term of the loan. 60 months at 2.730%.

Discussion

Quotes were provided by 4 local banks. This loan is considered a tax-exempt government obligation.
Purchase price is \$168,690.00.
60 months at 2.730%
\$3,010.94 Estimated Monthly Pmt

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>Sherri Swift</u>	<u>September 16, 2020</u>
City Manager	<u>P. Stasiak</u> <u>TE</u>	<u>9-17-2020</u>

Dear Sir/Madam:

For the FY 20-21, The City of McAlester is in search of Financing for purchases of
1. New 2019 Western Star 4700SB to be used at our Landfill

Quotes are requested for a loan in the amount of :

1. \$168,690 for Roll Off Freightliner as collateral with no down payment.

The loans will be considered a tax exempt government obligation.

For comparison purposes, please provide the simple interest rate, monthly payment amount for 60 months and amortization period, and total interest cost for the amortization period with any document/additional fees.

Please provide your quote by e-mail to Sherri Swift by 09/10/20 before 17:00. If you have questions or if additional information is needed for the quotes please contact Sherri Swift at the number below.

2019 Western Star Roll Off \$168,690.00 Period Quote Source: 60 months

Bank	Interest Rate	Monthly Pymnt	Interest Pd at Term	Additional fees
ARVEST	2.980%	\$3,029.64	\$13,088.40	\$0.00
BANCFIRST	2.750%	\$3,012.43	\$12,056.04	\$0.00
FIRST NATIONAL BANK	2.730%	\$3,010.94	\$11,966.45	\$160.00
THE BANK N.A	3.450%	\$3,064.99	\$15,209.00	\$275.00

Thank you for your interest in working with the city on our financing arrangements.

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

Date: September 2, 2020

To: Mike Sartin
Vocational Truck Sales
Premier Truck Sales

From: Peter Stasiak
City Manager
City of McAlester

Subject: Letter of Intent—2019 Western Star 4700SB Truck

The City of McAlester has the funds and intends to purchase the 2019 Western Star Roll off truck contingent on City Council approval next Tuesday, September 8th, 2020.

Respectfully,



Peter Stasiak
City Manager

PURCHASE AGREEMENT AND ACKNOWLEDGEMENT



PREMIER TRUCK GROUP OF TULSA

5104 WEST 60TH STREET
TULSA OK 74107-8816

Department: NEW
Contract Date: _____
Deal Packet: DE-14854
Branch: 125
Salesperson: Mike Sartin

Bill To: 17410
CITY OF MCALESTER
PO BOX 578
MCALESTER OK 74502-0578
P:(918) 423-9300 | F:(918) 421-4971

Ship To:
CITY OF MCALESTER
PO BOX 578
MCALESTER, OK 74502-0578

Stock#: KV1473	VIN: SKKHAXDV3KPKV1473	New 2019 WESTERN STAR 4700SB	Price: \$159,000.00
		5yr/100k EW4 Extended Engine Warranty WAI-4V5	\$2,450.00
		5yr/100k TC4 Extended Chassis Warranty WBB-334	\$5,315.00
		5yr/Unlimited Mileage Towing/Roadside Service \$1200 cap/incident	\$1,575.00
		Per Unit:	\$168,340.00
		Total Price	\$168,340.00
		Documentary Fee	\$350.00
		Total	\$168,690.00

Western Star Equipped with Galbreath 75,000lb Hoist SN 13H44696 with Rack and Pinion electric tarp. Inside and outside air controls, poly fenders, 48" toolbox, hotshift PTO with direct mount pump. Approachramps with adjustable tarper gantry. PRICING PER SW035T AND SW197

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE SELLER, FOR THE STATED PRICE THE NEW TRUCK(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW TRUCK OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

Mike Sartin

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

Page 1

AUTHORIZED SIGNATURE

DATE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas

Purchase Agreement Terms and Conditions

1. **TRADE(S).** Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Seller, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable and proper cancellation charges and expenses.

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the truck(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Seller's opinion, are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL**

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty Acknowledgement

This warranty acknowledgement lists the make, model, and major components (engine, transmission and axles) and the applicable limited warranty coverage(s) included with the vehicle(s) purchased. Program extended coverage included with the vehicle(s) and/or components will be listed below in lieu of the standard limited warranty when applicable. Other extended coverage(s) added by the Purchaser, or included with the vehicle(s) and/or components will also be listed below and on Pg. 1 of this Agreement.

	VIN(S)	MAKE	MODEL	ENGINE	TRANSMISSION	AXLE(S)
	kv1473	Western Star	4700SB	Detroit	Eaton	Meritor
	BASE MODEL WARRANTY	ENGINE WARRANTY	TURBO	INJECTORS	TRANSMISSION WARRANTY	AXLE WARRANTY
STANDARD:	1yr/100k	2yr/250k	2yr/250k	2yr/250k	3yr/Unlimited	2yr/100k
EXTENDED:	5yr/100k	5yr/100k	5yr/100k	5yr/100k		
ADDITIONAL COVERAGE(S)						
DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:	DC/CA#:

The Purchaser will receive warranty books to the vehicle(s) and components purchased. The Purchaser will be presented with extended coverage options for the vehicle(s) and components. The Purchaser understands the warranty coverage included and extended coverage options available for the vehicle(s) and components purchased.

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

DD13 / DD15 / DD16

ENGINE COVERAGE PACKAGES

EW1	EW1, PLUS:			
	Air Inlet Manifold Air Intake Throttle Valve Alternator Bracket** Belt Tensioner Crankshaft Assembly (including seals) Cold Pipe Assembly Connecting Rod, Bearings & Bolts Cooler Inlet Pipe Crankcase Breather Oil Separator Crankshaft Thrust Washer Cylinder Block Cylinder Head Assembly	Cylinder Head Gasket Cylinder Liner EGR System Engine-Mounted Sensors Exhaust Manifold & Bellows Fan Support Assembly Flywheel, Housing & Gasket Fuel Filter Housing Gear Case Gear Train Gear Train/Timing Case Gasket High Pressure Fuel System & Lines	Integrated Engine Brake Low Pressure Fuel Pump Main Bearing Bolts Main Bearings MCM/CPC Oil Cooler, Housing & Gaskets Oil Pan & Seals Oil Press REG & Relief Valves Oil Pump Pistons (rings, pins, retainers) Rocker Arm Assembly Rocker Cover & Seals	Thermostat Housing & Gasket Turbo Compound Device & Coupling Turbocharger Outlet Elbow Valves (exhaust, intake) Valve Springs, Guides, Inserts Vibration Damper Water Pump (excludes water pump seal)
EW2	EW2, PLUS:			
		Air Compressor*** Fuel Injectors	Turbocharger Water Pump Seal	
EW3	EW3, PLUS:			
		Aftertreatment Control Module Aftertreatment NOx Sensors Aftertreatment Pressure Sensors Aftertreatment Temperature Sensors	DEF Pump/Metering Unit/Injection Unit Electrical Harness & Connectors** Hydrocarbon Fuel Line Hydrocarbon Injection Valve	Hydrocarbon Metering Unit Seals - Front & Rear Crankshaft
EW4	EW4, PLUS:			
		Aftertreatment System Mounting Brackets & Clamps	Diesel Oxidation Catalyst & Housing Diesel Particulate Filter & Housing	SCR Catalyst & Housing

*Supplied by Detroit

**Engine harnesses and connectors installed in the Detroit plant only. Harnesses and connectors not installed at the Detroit plant can be covered under separate chassis coverage available for purchase.

***Air compressor for GHG14 covered under EW2 package. Air compressor for EPA10 covered under EW3 package.

†Excludes all other exclusions. This list is intended for informational purposes only and specification are subject to change without notice.



DETROIT
EXTENDED SERVICE COVERAGE

TRUCK COVERAGES

TC1 (Base)	Front Suspension, Rear Suspension, Air Intake System, Ignition System, Charging System, Cranking System, Charge Air Cooler, Climate Control	
TC2	<u>INCLUDES EVERYTHING IN TC1 PLUS:</u>	Cooling, Drive Shafts
TC3	<u>INCLUDES EVERYTHING IN TC2 PLUS:</u>	Braking System, Wiring, Fuel System
TC4 (Premium)	<u>INCLUDES EVERYTHING IN TC3 PLUS:</u>	Steering, Exhaust System, ATS/Emissions, Supplemental Info Devices, Cab & Hood, Instruments & Gauges Transfer Case Mounts

ENGINE COVERAGES

EW1	Air Inlet Manifold, Air Intake Throttle Valve, Alternator Bracket*, Belt Tensioner, Camshaft Assembly (Including Seals), Cold Pipe Assembly, Connecting Rod Bearings & Bolts, Cooler Inlet Pipe, Crankcase Breather Oil Separator, Crankshaft Thrust Washer, Cylinder Block, Cylinder Head Assembly, Cylinder Head Gasket, Cylinder Liner, EGR System, Engine-Mounted Sensors, Exhaust Manifold & Bellows, Fan Support Assembly, Flywheel, Housing & Gasket, Fuel Filter Housing, Gear Case, Gear Train, Gear Train/Timing Case Gasket, High Pressure Fuel System & Lines, Integrated Engine Brake, Low Pressure Fuel Pump, Main Bearing Main Bearings, MCM/CPC, Oil Cooler Housing & Gaskets, Oil Pan & Seals, Oil Press REG & Relief Valves, Oil Pump, Platsons (Rings, Pins, Retainers), Rocker Assembly, Rocker Cover & Seals, Thermostat Housing & Gasket, Turbo Compound Device & Coupling, Turbocharger Outlet Elbow, Valves (Exhaust, Intake), Valve Springs, Guide, Inserts, Vibration Damper, Water Pump (Excludes Water Pump Seal)	
EW2	<u>INCLUDES EVERYTHING IN EW1 PLUS:</u>	Air Compressor**, Fuel Injectors, Turbocharger, Water Pump Seal
EW3	<u>INCLUDES EVERYTHING IN EW2 PLUS:</u>	Aftertreatment Control Module, Aftertreatment NOx Sensors, Aftertreatment Pressure Sensors, Aftertreatment Temperature Sensors, DEF Pump/Metering Unit/Injection Unit, Electrical Harness & Connectors***, Hydrocarbon Line, Hydrocarbon Injection Valve, Hydrocarbon Metering Unit, Seals — Front & Rear Crankshaft
EW4	<u>INCLUDES EVERYTHING IN EW3 PLUS:</u>	Aftertreatment System Mounting, Brackets & Clamps, Diesel Oxidation Catalyst & Housing, Diesel Particulate Housing, SCR Catalyst & Housing



**As Compressor for GM/GM covered under T02 package. Air Compressor for EPA ID.
***Engine harnesses and connectors installed at the Detroit plant only. Harnesses and Detroit plant can be covered under separate classes coverage available for purchase.
Note: Component line is not included. This list is intended as an overview only and not a contract.

EXTENDED COVERAGE

Agenda item for purchase of roll off truck

Staff recommends purchase of the rolloff truck. With the cost of outsourcing this service, the city could pay off the purchase price in one year.

Roll off truck is used consistently on transporting from McAlester Recycling to Durant Recycling 2 times a week and to transport our sludge boxes from our Water treatment Plant to our Landfill at a minimum of 5 times a week.

Republic Services gave us a quote for these trips

\$ 750 per trip to Durant
\$ 225 per trip from WTP to McAlester Landfill

The below cost calculations are based on Republic's quote. The minimum number of trips that we take to Durant for Recycling is 2 per week and the maximum is 4 per week. The minimum number of trips per week from McAlester Water Treatment Plant to the McAlester Landfill is 5 and the maximum is 10.

		minimum	maximum
\$ 750	\$	78,000	\$ 156,000
\$ 225	\$	58,500	\$ 117,000

number of trips	
minimum	maximum
2	4
5	10

Total cost per year	\$ 136,500	\$ 273,000
Average cost per year	\$ 204,750	

In addition, we use it to clean and haul off our own roll offs at various city locations on a regular basis and would have to pay additional amounts as needed.

Purchase price \$ 168,690
warranty included so minimal maintenance costs



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2020 Item Number: 5
Department: Public Works
Dalton Carlton, Public
Prepared By: Works Director Account Code: _____
Date Prepared: September 14, 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 Plant Clearwell Rehabilitation.

Recommendation

Motion to authorize the Mayor to sign the Work Order for Professional Services in the amount of \$85,500.00 with Infrastructure Solutions Group, LLC for engineering services for Water Plant Clearwell Rehabilitation. The lump sum fee for engineering is \$64,800.00 and the Resident Project Representative Fee is \$20,700.00.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	D. Carlton	_____	_____
City Manager	P. Stasiak	<u>TE</u>	<u>9-17-2020</u>



September 02, 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-20-14
Water Plant Clearwell Rehabilitation

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 / Chairman 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



**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

WORK ORDER FOR PROFESSIONAL SERVICES
City of McAlester
Work Order # MC-20-14

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

Project Name: Water Plant Clearwell Rehabilitation

Project Description: Design and coordinate the rehabilitation of the existing concrete clearwells at the water treatment plant.

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare bid proposal packages
- Coordinate Pre-Bid meetings with Contractors and Materials Suppliers for pre-approval.
- Assist owner in obtaining and evaluating 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 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 \$64,800.00 for Engineering and \$20,700 for Resident Project Representative.

APPROVED:
City of McAlester

By: _____
John Browne
Mayor / Chairman

ATTEST:

DATE: _____

ACCEPTED:
Infrastructure Solutions Group, LLC

By: _____
Dale Burke, P.E.
President

ATTEST:

Robert Vaughan, P.E.
Branch Manager



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2020 Item Number: 6
Department: Public Works
Dalton Carlton, Public
Prepared By: Works Director Account Code: _____
Date Prepared: September 15, 2020 Budgeted Amount: _____
Exhibits: 10

Subject

Consider and act upon, authorizing the Mayor to sign the Contractor's Final Pay No. 2 and Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the UPS Lift Station Improvements and accept the project as completed.

Recommendation

Motion to authorize the Mayor to sign the Contractor's Final pay No. 2 in the amount of \$146,542.97 and the Certificate of Substantial Completion for the contract with Built Right Construction, LLC for the UPS Lift Station Improvements and accept the project as completed.

Discussion

A Final inspection was preformed on September 9, 2020. The Contractor has addressed all deficiencies listed in the Final inspection. The warranty period of two years shall be in effect beginning on the effective date of completion (September 4, 2020)

Approved By

	Initial	Date
Department Head	D. Carlton	
City Manager	P. Stasiak <u>TE</u>	<u>9-17-2020</u>



September 11, 2020

City of McAlester
Attn: Dalton Carlton – Public Works Director
P.O. Box 578
McAlester, OK 74502

Re: UPS Lift Station Improvements
Contractor's Pay Application No. Two (2) – Final

Dear Mr. Carlton:

Enclosed for your review and execution are four (4) copies of the Contractor's Pay Application No. Two (2) – Final, which covers the final contract time period through September 9, 2020. During this time period, all work was completed on the project and a Final Inspection was performed on September 9, 2020. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report dated September 9, 2020.

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

1. One (1) Copy of the O&M Manual
2. Two (2) Project Keys
3. Certification of Testing of Equipment
4. Contractor's Certification and Guarantee
5. Release of Claimants
6. Consent of Surety to Final Payment

Record Drawings will be provided to you under separate cover.

We recommend payment of this Pay Application No. Two (2) in the amount of \$146,542.97. We also recommend final acceptance of the referenced project, and the warranty period of two years shall be in effect beginning on the effective date of completion (September 4, 2020). Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Please place this Pay Application on the agenda for approval at your next meeting and upon approval please sign all four (4) copies. Send two (2) copies to our office located at 500 Village Boulevard; Suite A, McAlester, OK 74501, one (1) copy to the Contractor with payment and retain the final copy for your records.

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

Sincerely,

Infrastructure Solutions Group, LLC

A handwritten signature in blue ink, appearing to read 'Robert Vaughan', is written over a horizontal line.

Robert Vaughan, P.E.
Branch Manager

RV/ks
Enclosures
Project No. MC-19-24

2 Final

Application Period:		8/21/20-9/9/20	Application Date:	9/9/2020
To (Owner):	City of McAlester	From (Contractor):	Via (Engineer):	
Project:	UPS Lift Station Improvements	Contract:	Infrastructure Solutions Group, LLC	
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.:	
		20-1107	MC-19-24	

Application For Payment
Change Order Summary


[illegible]

- | | | |
|---------------------------------------------------------------------------------------------|----|--------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$149,600.00 |
| 2. Net change by Change Orders..... | \$ | |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$149,600.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... | \$ | \$149,600.00 |
| 5. RETAINAGE: | | |
| a. X \$149,600.00 Work Completed..... | \$ | |
| b. 5% X Stored Material..... | \$ | |
| c. Total Retainage (Line 5a + Line 5b)..... | \$ | |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | \$ | \$149,600.00 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$3,057.03 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$146,542.97 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... | \$ | |


Contractor's Certification

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

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

By:  Date: 9/9/2020

Payment of: \$ \$146,542.97 (Line 8 or other - attach explanation of the other amount) 09/10/2020

is recommended by:  (Engineer) (Date)

Payment of: \$ \$146,542.97 (Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

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



McAlester UPS Lift Station

Contact: Donny/Wade Built-Right 918) 424-7612

Haynes Service Technician: Steve Constantine

1. Start-up of Gorman-Rupp package lift station.
2. When I arrived the contractor had the suction pipes hanging from my pumps. We addressed the situation by using my jack to relieve the pipe strain and installing pipe clamps to hold the suction pipes. Then contractor grouted the suction pipes.
3. Checked the incoming voltage. Powered the controls. Checked the floats. Bumped the pumps for rotation.
4. Primed the pumps and started them. Made sure the pumps worked in hand and auto.
5. Trained operator and use and maintenance of station.

Voltage: L1-L2=248.6 L1-L3=247.3 L2-L3= 250.1 to ground L1=124.7 L2=124.7 L3=216.2

Control Panel: DRW #: D4-15203 S.N. 20-8608-AM

Pumps: Model: T3A3S-B/WW S.N. #1-1722405 #2-17722406

Motors: Weg 7.5h 18.4 FLA 1765rpm

Amp Draw: #1- 17.3 18.3 17.4 #2-17.3 18.2 17.8

Pump #1- Suction -16 ft. of hd. +17 ft of discharge Pump #2- Suction -17 ft. of hd +24 ft of discharge

Time on Job: 08-27-20 0900-1445 lunch 1300-1330

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 9/9/20

Project: UPS Left Station Improvements

Owner: City of McAlester

Contractor: Built Right Construction, LLC

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

We also certify that all bills have been paid and upon receipt of \$ 146,542.97, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of two (2) years from the effective date of completion, 9/4/20.

By: 

Date: 9/9/20

Subscribed and sworn to before me this 9 day of September, 2020


Notary Public

My Commission Expires: 4/17/23



CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: UPS Life Station Improvements
(name, address)

TO (Owner) City of McAlester
28 E. Washington Ave
McAlester, OK 74501-4644

CONTRACT FOR: \$149,600

CONTRACTOR: Built Right Construction, LLC

CONTRACT DATE: 09/09/2020

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

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

_____, SURETY COMPANY.

on bond of (here insert name and address of Contractor) Built Right Construction, LLC

9662 S. Highway 69 / PO Box 366, Savanna, OK 74565

_____, CONTRACTOR

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

City of McAlester, 28 E. Washington Ave, McAlester, OK 74501-4644

_____, OWNER.

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

IN WITNESS WHEREOF, Western Surety Company

the Surety Company has hereunto set its hand this 9th day of September 2020

ATTEST:
(SEAL)



Western Surety Company

_____, company

A handwritten signature in dark ink, appearing to read "J. R. Lewis".

James R Lewis

Signature of Authorized Representative

Agent/Attorney In Fact

Title

RELEASE OF CLAIMANTS

Date: 9/9/20

Project: UPS Lift Station Improvements

MC-19-24

Dear Sir:

Contingent upon the final payment of \$ 146,542.97. I hereby acknowledge receipt of One Hundred Forty Six Thousand Five Hundred Forty Two Dollars, ninety Seven Cents Dollars (\$146,542.97) in full payment of my contract dated 4/07/2020, for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both."

Sincerely,

Contractor: Built Right Construction, LLC

By: 
(Signature)

Name: Richard Evans
(Print or Type)

Title: V.P. Business Operations
(Print or Type)



September 11, 2020

City of McAlester
Attn: Dalton Carlton – Public Works Director
P.O. Box 578
McAlester, OK 74502

Re: UPS Lift Station Improvements
City of McAlester
Certificate of Substantial Completion

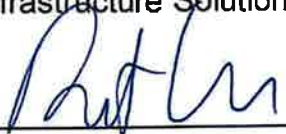
Dear Mr. Carlton:

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

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

Sincerely,

Infrastructure Solutions Group, LLC



Robert Vaughan, P.E.
Branch Manager

RV/ks

Enclosures

Project No. MC-19-24

Certificate of Substantial Completion

Project: <u>UPS Lift Station Improvements</u>	Owner: <u>City of Mailester</u>	Owner's Contract No.: _____
Contract: <u>UPS Lift Station Improvements</u>	Date of Contract: <u>4/7/20</u>	
Contractor: <u>Built Right Construction, LLC</u>	Engineer's Project No.: <u>MC-19-24</u>	

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

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

9-4-20

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

Executed by Engineer

Accepted by Contractor

Accepted by Owner

Date

Date

Date

09.10.2020

9/9/20



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2020 Item Number: 7
Department: Finance
Prepared By: Sherri Swift Account Code: _____
Date Prepared: September 16, 2020, 2020 Budgeted Amount: _____
Exhibits: 5

Subject

Discussion on Monthly Financial update.

Recommendation

Discussion.

Discussion

Discussion on City of McAlester's Financial update.

See attached reports.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	Sherri Swift	9-16-2020
City Manager	P. Stasiak <u>TE</u>	<u>9-17-2020</u>

City of McAlester

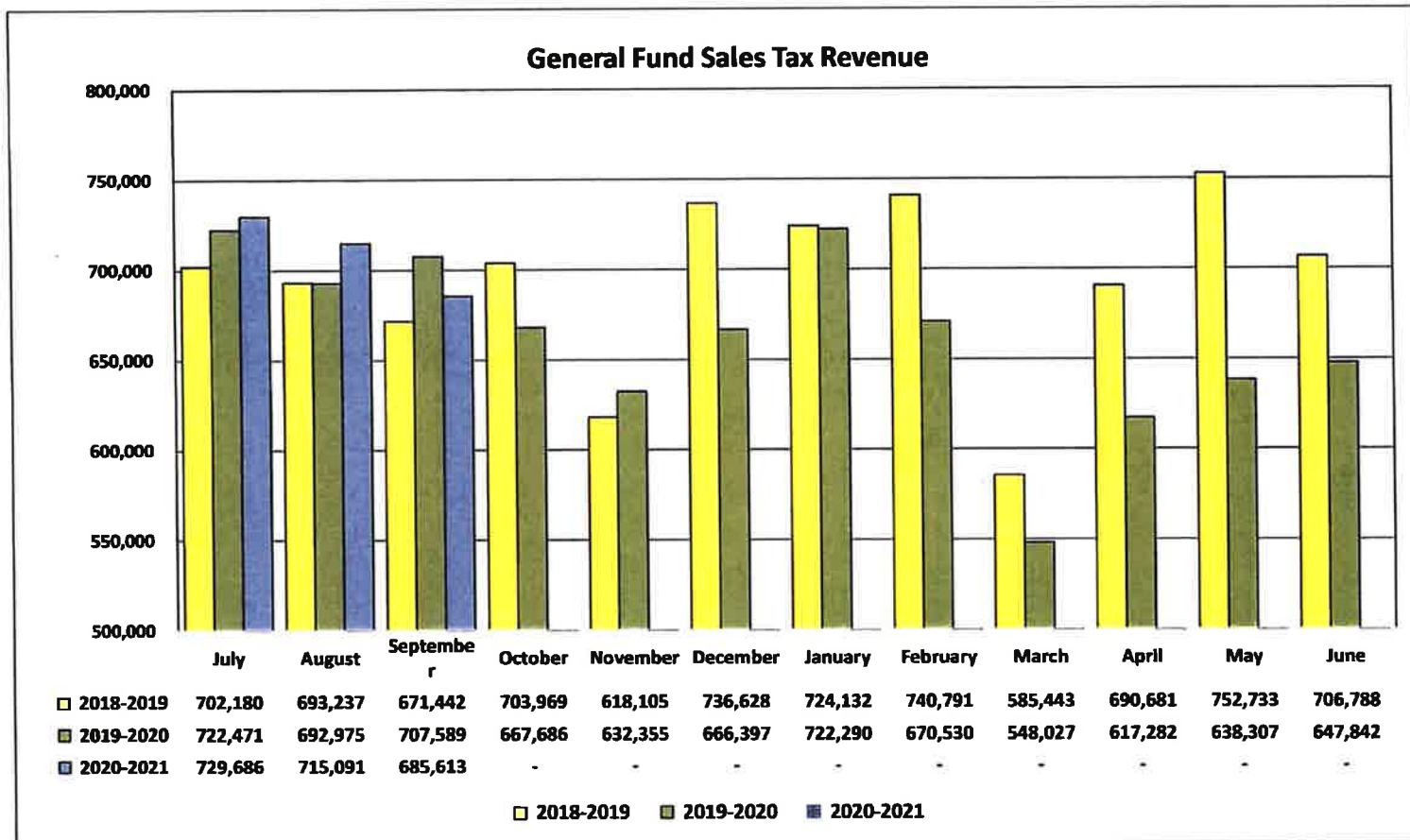
Financial Summary as of August, 2020

Percentage of year complete: 16.67%

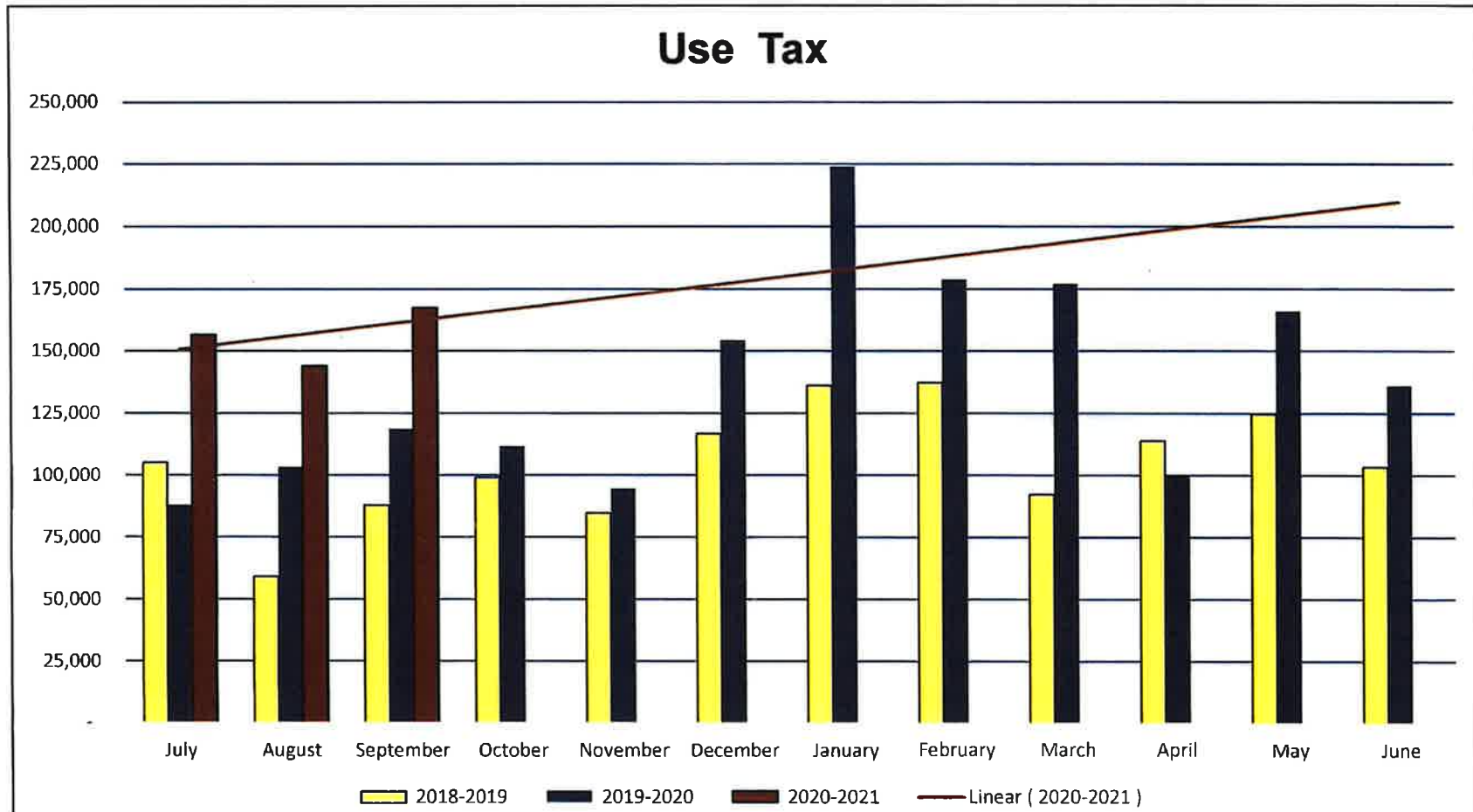
GENERAL FUND AT A GLANCE				
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 808,038	\$ 808,038	\$ 808,038	
REVENUES	12,499,720	12,499,720	3,454,796	27.64%
EXPENDITURES	(13,148,587)	(13,148,587)	(2,301,403)	17.50%
REVENUES OVER (UNDER) EXPENDITURES	\$ (648,867)	\$ (648,867)	\$ 1,153,393	
TRANSFERS IN	\$ 1,400,876	1,400,876	\$ 233,479	16.67%
TRANSFERS OUT	(752,009)	(752,009)	(125,335)	16.67%
NET TRANSFERS	\$ 648,867	\$ 648,867	\$ 108,144	
INCREASE (DECREASE) TO BALANCE	\$ -	\$ -	\$ 1,261,537	
ENDING BALANCE	\$ 808,038	\$ 808,038	\$ 2,069,575	

MPWA FUND AT A GLANCE				
	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL	% OF BUDGET
BEGINNING FUND BALANCE	\$ 746,969	\$ 746,969	\$ 746,969	
REVENUES	8,992,234	8,992,234	1,747,806	19.44%
EXPENDITURES	(7,101,969)	(7,101,969)	(873,255)	12.30%
REVENUES OVER (UNDER) EXPENDITURES	\$ 1,890,265	\$ 1,890,265	\$ 874,551	
TRANSFERS IN	\$ -	\$ -	\$ -	
TRANSFERS OUT	(1,890,265)	(1,890,265)	(315,044)	16.67%
NET TRANSFERS	\$ (1,890,265)	\$ (1,890,265)	\$ (315,044)	
INCREASE (DECREASE) TO BALANCE	\$ -	\$ -	\$ 559,507	
ENDING BALANCE	\$ 746,969	\$ 746,969	\$ 1,306,476	

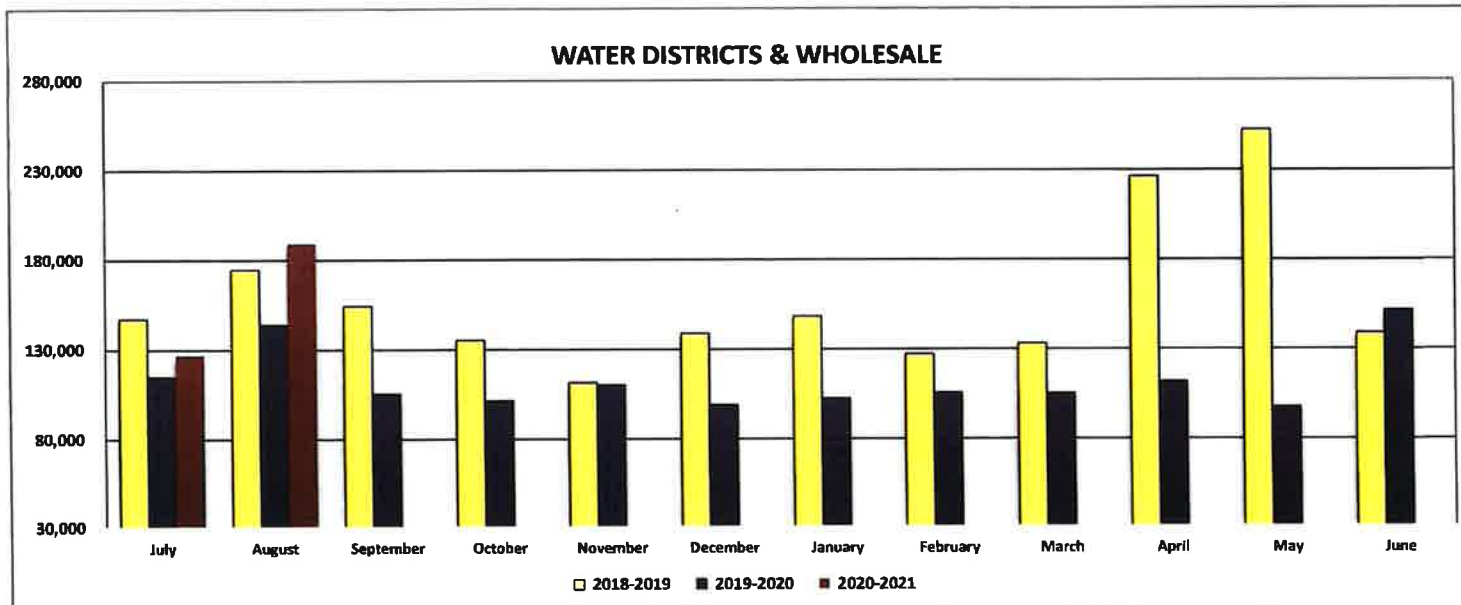
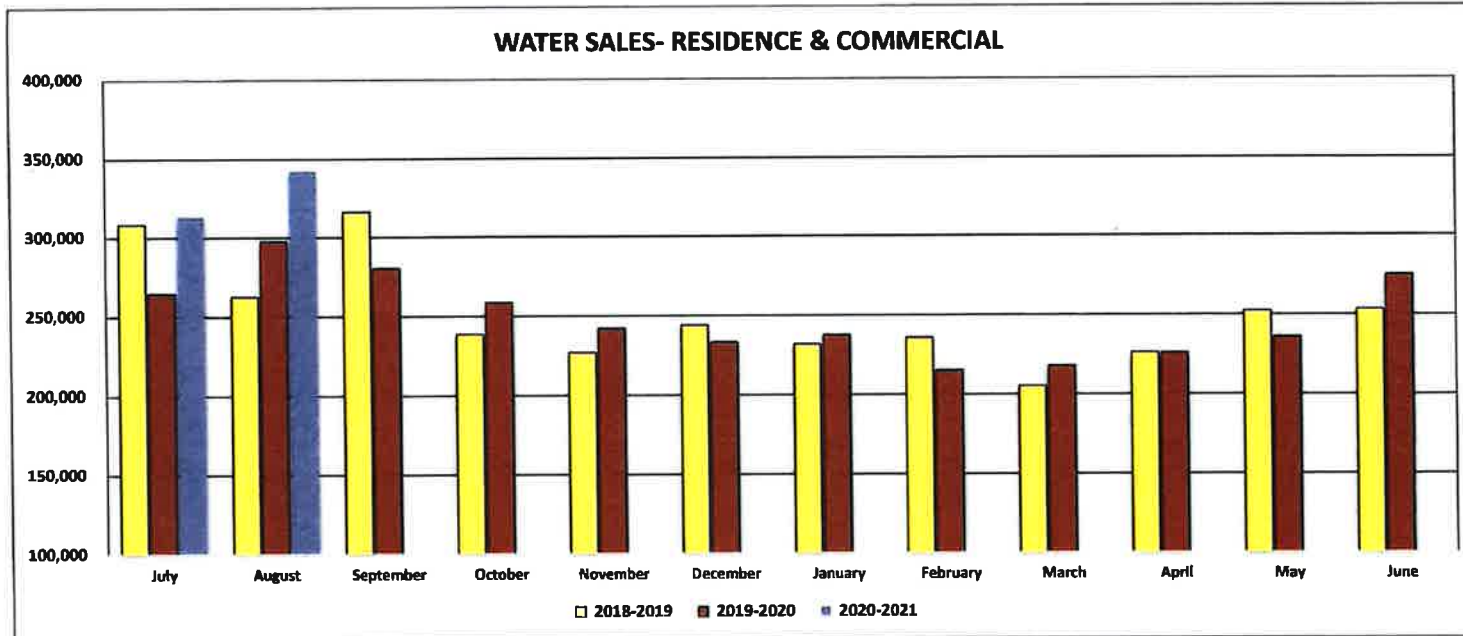
City of McAlester: Financial Update



GENERAL FUND REVENUES



MPWA REVENUES 2019-2020



CITY OF MCALESTER
TREASURY REPORT

AUGUST 2020

BANK/AGENCY	BALANCE 8/31/2020	HIGHEST BALANCE OF CURRENT MONTH
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FIRST NATIONAL BANK:		
POOLED CASH	\$ 9,595,076	\$ 10,705,604
PAYROLL	10,003	19,926
2003 A BOND EDUCATIONAL	5,177	5,177
2003B/2004 ECONOMIC DEV	5,165	5,165
STATE FORTIETURE (PD REVOLVING EVIDENCE)	55,291	55,291
EMERGENCY FUND ACCOUNT	3,373,349	3,373,349
ECONOMIC DEVELOPMENT	794,058	794,058
WORKER'S COMP	49	204
USDA COMMUNITY GRANT	55,300	55,300
SAVINGS (1044699)	7,145	7,145
CD - 73927 FNB	256,069	256,069
TOTAL	\$ 14,156,682	\$ 15,277,288
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(14,350,262)	(14,350,262)
(OVER)/UNDER PLEDGED	\$ (693,580)	\$ 427,026
BANCFIRST		
CD -361000406 BANCFIRST	775,000	775,000
LESS FDIC COVERAGE	(250,000)	(250,000)
LESS MARKET VALUE OF COLLATERAL PLE	(649,972)	(649,972)
(OVER)/UNDER PLEDGED	(124,972)	(124,972)
GENERAL FUND - CLAIM ON POOLED CASH =	<u>\$1,702,790</u>	
MPWA - CLAIM ON POOLED CASH =	<u>\$636,160</u>	



McAlester City Council

AGENDA REPORT

Meeting Date: September 22, 2020 Item Number: 8
Department: City Council
Prepared By: John Browne, Mayor Account Code: _____
Date Prepared: September 15, 2020 Budgeted Amount: _____
Exhibits: 1

Subject

Discussion and possible action on Ordinance 2692, Amended Mask-Face Covering Mandate.

Recommendation

Discussion and possible action.

Discussion

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

TE

9-17-2020

ORDINANCE NO. 2692

AN ORDINANCE AMENDING CHAPTER 54, HEALTH AND PUBLIC WELFARE, OF THE MCALESTER CITY CODE, TO CREATE ARTICLE IV, COVID-19 PANDEMIC FACE COVERINGS; CREATING AND ESTABLISHING FINES FOR CHAPTER 54, HEALTH AND PUBLIC WELFARE, ARTICLE IV, COVID-19 PANDEMIC FACE COVERINGS, SECTION 54-52, FACE COVERINGS MANDATED IN PUBLIC PLACES; REPEALING ALL CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION 1. That Chapter 54, Health and Public Welfare, Article IV, Covid-19 Pandemic Face Coverings, of the McAlester City Code, is hereby created to read as follows:

Sec. 54-52. Findings of Fact

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 (Coronavirus) to be a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency; due to the COVID-19 Virus pandemic; and

WHEREAS, on March 15, 2020, the Governor of the State of Oklahoma has declared an emergency caused by the impending threat of COVID-19 to the people of this State and the public's peace, health and safety; and

WHEREAS, on March 16, 2020, the Pittsburg County Commissioners declared an emergency from the potential effects of COVID-19; and

WHEREAS, on March 17, 2020, the Mayor of McAlester proclaimed a state of emergency in the city limits of McAlester; and

WHEREAS, according to the Center for Disease Control and Prevention ("CDC"), the COVID-19 virus spreads between people who are within six feet of one another and through respiratory droplets produced when an infected person coughs, sneezes, talks, or raises their voice; and

WHEREAS, currently there is no vaccine, treatment, or cure for COVID-19; and

WHEREAS, on March 20, 2020, the McAlester City Manager declared a civil emergency pursuant to City of McAlester Code of Ordinances, Chapter 38, Article IV, Section 80; and

WHEREAS, on March 23, 2020, the McAlester City Council met in an Emergency Meeting and voted to continue the invocation of the extraordinary powers conferred by the McAlester City Codes, Chapter 38, Title IV, Section 80, as necessary to ensure or to restore the public peace; and

WHEREAS, March 25, 2020, the McAlester City Council declared a civil emergency pursuant to the McAlester City Codes, Chapter 38, Title IV, Section 80, adopting the Governor's Executive Order 2020-07 with Amendments, limiting gatherings to no more than ten (10) people. This order also closed

bars, gyms and fitness facilities, entertainment venues, and restaurant dining areas, beauty parlors, barber shops, nail salons, and all non-essential retailers. These actions were implemented to flatten the projected curve of COVID-19 transmission, and to preserve medical resources and prevent widespread infection; and

WHEREAS, in Pittsburg County, on May 14, 2020 there were 39 positive cases of COVID-19, on June 14, 2020, there were 43 positive cases of COVID-19, and on July 14, 2020, there were 81 cases of COVID-19; and

WHEREAS, data from the Oklahoma State Department of Health indicates that statewide, the marked increase in COVID-19 cases are generally the result of gatherings of people in close proximity including church services, bars, restaurants, pool parties, weddings, and funerals; and

WHEREAS, the United States Center for Disease Control (CDC) recommends all people two years of age and older wear a cloth face covering in public settings and when around people who don't live in your household, especially when other social distancing measures are difficult to maintain; and

WHEREAS, the CDC recommends that people limit close contact with others outside of your household in indoor and outdoor spaces by keeping space of at least six feet between yourself and other people outside of your home; and

WHEREAS, the passage of an ordinance mandating the wearing of face coverings and limiting operations and gatherings in certain public settings is necessary to protect the health and safety of McAlester residents and to keep businesses open.

Sec. 54-53. Definitions.

- (a) "*Face Covering*" means a covering, or mask, that fully covers a person's nose and mouth, including, but not limited to, cloth facemasks, towels, scarves, and bandanas as recommended by the CDC. The Face Covering should fit snugly on a person's face but allow the person to breath easily and worn consistent with the guidance provided by the CDC.
- (b) "*Place of Public Accommodation*" means all places offering items, goods, or services for purchase or rent, including without limitation retail businesses, personal services and spas, entertainment venues, food service facilities, restaurants and bars, hotels, motels, and travel related services, professional offices and services, banks and financial services, repair facilities, and motor vehicle dealerships.
- (c) "*Public Service Area*" means areas of a Place of Public Accommodation wherein employees interact with the public in the normal course of business.
- (d) "*Public Setting*" means any public place where persons congregate which is not a place of public accommodation including without limitation offices, workplaces, houses of worship and ancillary facilities, child care facilities, hospital and health facilities, gymnasiums and physical fitness facilities, adult and youth sports facilities, places and situations where in-person contact is made at the door or window in residential or commercial settings, communal outdoor spaces such as sidewalks, rails, and parks, food trucks, and other outdoor retail entities.
- (e) "*Social Distancing*" or "*Physical Distancing*" means the maintenance of at least a 6-foot minimum social distancing from other individuals outside of your household.

Sec. 54-54. Use of Face Coverings.

Except as otherwise provided herein, persons located within Public Service Areas or Places of Public Accommodation are required to wear face coverings at all times when present therein.

Except as otherwise provided herein, persons in any Public Setting wherein Social or Physical Distancing cannot be maintained are required to wear face coverings.

The following persons, locations, and activities are exempt from this requirement:

1. Persons who fall into the U.S. Centers for Disease Control and Prevention's guidance for those who should not wear Face Coverings due to a diagnosed medical or mental health condition or developmental disability, or the wearing of a Face Covering would lead to a medical emergency. Persons exempted under this subsection should consider the use of a face shield provided that said shield wraps around the sides of the wearer's face and extends below to the chin. Persons who may fall into this exemption include, but are not limited to:
 - a. Those who are caring for, or interacting with, a person who is hearing impaired and relies on lip reading to communicate;
 - b. Individuals with diagnosed: developmental disabilities, sensory integration concerns or tactile sensitivities, certain mental health conditions, limited cognitive ability, or other disability or medical condition warranting accommodation;
 - c. Individuals engaged in activities that may cause the cloth face covering to become wet, like when swimming;
 - d. Individuals who are engaged in high intensity activities, like exercising or running, when wearing a mask causes difficulty breathing.
 - e. Individuals while working in a setting where cloth face coverings may increase the risk of heat related illness or cause safety concerns due to introduction of a hazard; and
2. Children under five (5) years of age unless required by a school or day care to wear a face covering;
3. Restaurant patrons while they are eating or drinking;
4. Persons exercising in communal outdoor spaces, or persons walking or exercising with other persons from the same household in communal outdoor spaces, as long as Physical Distancing is maintained;
5. Settings where it is not practical or feasible to wear a Face Covering, such as dental services, medical treatments;
6. Occupants in a personal vehicle, personal office, or similarly private space while other persons outside of the person's household are not present;
7. Private homes; and
8. Offices and workplaces that are not Public Service Areas where Physical Distancing between employees and other occupants can be consistently maintained during hours of operation.

Sec. 54-55. Signage.

Places of Public Accommodation, Educational Institutions, and indoor Public Settings shall post conspicuous signs at all entrances that employees, customers, users, students, and visitors must wear Face Coverings pursuant to this ordinance to be admitted into the premises. The City Manager shall direct the development of a uniform sign meeting this requirement and distribute it free of charge to all regulated entities.

Sec. 54-56. Entry.

Places of Public Accommodation, Educational Institutions, and indoor Public Settings may deny entry to persons who refuse to wear Face Coverings as required by this ordinance.

Owners, managers, or employees of Places of Public Accommodation, Educational Institutions, and indoor Public Settings who have denied or attempted to deny entry to persons who

refuse to wear Face Coverings shall notify law enforcement personnel immediately of any such persons refusal to comply or leave said place.

Sec. 54-57. Refusal of Entry and Actions of Refused Persons.

Any employee, customer, user, student, or visitor denied entry to a Place of Public Accommodation, Educational Institution, or indoor Public Setting shall immediately leave said place, any person who refuses to leave, reacts to denial of entry with violence, or threats of violence, of any sort shall be subject to prosecution under criminal trespass, disturbing the peace, disorderly conduct, or similar offenses as circumstances warrant.

Sec. 54-58. Sunset.

Commencing in September of 2020, this ordinance shall be discussed, and possibly acted on, at second regularly scheduled Council Meeting of each month, on the fourth Tuesday of each month, and shall be continued to the next second monthly regularly scheduled Council Meeting unless acted upon by the City Council through repeal, modification, and shall otherwise expire on November 30, 2020; the expiration of all COVID-19 related emergency declarations issued by the City; or repeal, modification, or extension by the City Council through a subsequent ordinance.

Sec. 54-59. Penalties.

~~Any person who knowingly violates this article is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$10.00, nor more than \$100.00.~~

Individuals: Persons refusing to wear a Face Covering in a Place of Public Accommodation, Educational Institution, or indoor Public Setting as defined herein, or refusing a request to leave said place, may be subject to a fine of up to \$100, and/or prosecution under criminal trespass, disturbing the peace, disorderly conduct or similar offenses as circumstances warrant.

~~Individuals,~~ Places of Public Accommodation, Educational Institutions, or indoor Public Settings failing to comply with this ordinance may be subject to a fine up to \$100, regulatory discipline, and/or civil action as appropriate. Every day a violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

Sec. 54-60. Severability.

If any provision, section, or portion of this ordinance is found or determined by a court for any reason to be invalid or unenforceable, those provisions shall be severed from the remaining portion of this ordinance which shall remain effective in the absence of any invalid or unenforceable provision.

SECTION 2. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 3. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

SECTION 4: Emergency Clause. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.




PASSED AND APPROVED and the EMERGENCY CLAUSE enacted separately BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA on THIS 20TH DAY OF AUGUST, 2020.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: 
John Browne, Mayor


Cora Middleton, City Clerk

Approved as to form and legality this 20 day of August 2020.

By: 
William J. Ervin, City Attorney

Council Chambers
Municipal Building
September 8, 2020

The McAlester Airport Authority met in Regular session on Tuesday, September 8, 2020, at 6:00 P.M. after proper notice and agenda was posted September 3, 2020.

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

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

- Approval of the Minutes from the August 25, 2020, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 1, 2020. *(Sherri Swift, Chief Financial Officer)* In the amount of \$436.69.
- Confirm action taken on City Council Agenda Item 9, an Ordinance amending Ordinance No. 2687 which established the budget for fiscal year 2020-2021; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(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, Brown, Boatright, Prichard, Stevens, Cox & Chairman Browne
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
September 8, 2020

The McAlester Public Works Authority met in Regular session on Tuesday, September 8, 2020, at 6:00 P.M. after proper notice and agenda was posted September 3, 2020.

Present in Person: Weldon Smith, James Brown, Billy Jack Boatright & John Browne
Present via Telephone: Cully Stevens, Steve Cox & 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 August 25, 2020, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 1, 2020. *(Sherri Swift, Chief Financial Officer)* In the amount of \$202,160.99.
- Confirm action taken on City Council Agenda Item 2, authorization for Staff to initiate a loan between MPWA, an authority of the City, and First National Bank to fund Clear Well Improvements identified as MC-19-27 by Infrastructure Solutions Group, LLC. *(Sherri Swift, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, acceptance of the bid amount of \$91,248.53 from Bates Instrumentation, LLC. and authorize the Mayor to sign the Notice of Award for the Wade Watts Sidewalk Project. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 6, authorization for the purchase of a 2019 Western Star 4700SB Roll Off truck from Premier Truck Sales in Tulsa. *(Dalton Carlton, Public Works Director)*
- Confirm action taken on City Council Agenda Item 7, declaration of certain vehicles as surplus property in accordance with the Code of Ordinances Sec 2-410 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-411. *(Toni Ervin, Assistant City Manager)*
- Confirm action taken on City Council Agenda Item 9, an Ordinance amending Ordinance No. 2687 which established the budget for fiscal year 2020-2021; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Sherri Swift, Chief Financial Officer)*

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

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

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

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 25, 2020

The McAlester Retirement Trust Authority met in Regular session on Tuesday, August 25, 2020, at 6:00 P.M. after proper notice and agenda was posted August 21, 2020

Present in Person: Weldon Smith, James Brown, Billy Jack Boatright & Chairman Browne
Present via Telephone: Cully Stevens, Steve Cox & 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 July 28, 2020, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of August, 2020. *(Sherri Swift, Chief Financial Officer)* In the amount of \$113,979.30.
- Confirm action taken on City Council Agenda Item 1, acceptance of the Actuarial Funding Report as of July 1, 2020 and the GASB Financial Reporting Statements as of June 30, 2020 for the City of McAlester Defined Benefit Retirement Plan and Trust. *(Marsh & McLennan Agency LLC)*

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

AYE: Trustees Smith, Boatright, 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 Mr. Boatright, and the vote was taken as follows:

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

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary