



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 28, 2013 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison Mayor
Weldon Smith Ward One
John Titsworth Ward Two
Travis Read Ward Three
Robert Karr Ward Four
Buddy Garvin Ward Five
Sam Mason, Vice Mayor Ward Six

Peter J. Stasiak City Manager
William J. Ervin City Attorney
Cora M. Middleton City Clerk

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com within the required time frame.

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Glenn Meyer, Trinity Lutheran Church

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 May 14, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for May 8, 2013 through May 21, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Accept and place on file the Oklahomans for Independent Living Quarterly Report for January, February and March - Fiscal Year 2012-2013. *(Pam Pulchny, Executive Director, O.I.L.)*
- D. Authorize the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2013 through June 30, 2014. *(Cora Middleton, City Clerk)*
- E. Authorize the Mayor to sign Agreement for Funding of the 2013 Junior Sunbelt Classic. *(Cora Middleton, City Clerk)*
- F. Concur with Mayor's Re-Appointment of Ross Eaton to the Planning Commission for a term to expire May 2016. *(Mayor Steve Harrison)*
- G. Concur with Mayor's Re-Appointment of Denise Lewis to the Planning Commission for a term to expire May 2016. *(Mayor Steve Harrison)*
- H. Concur with Mayor's Re-Appointment of Susan Kanard to the Planning Commission for a term to expire March 2016. *(Mayor Steve Harrison)*
- I. Concur with Mayor's Re-Appointment of Susan Kanard to the Board of Adjustment for a term to expire March 2016. *(Mayor Steve Harrison)*
- J. Concur with Mayor's Re-Appointment of Mark Emmons to the Board of Adjustment for a term to expire March 2016. *(Mayor Steve Harrison)*

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 ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE**

EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-ALIENATION OF BENEFITS AND LOSS OF BENEFITS FOR CAUSE; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

- **A PUBLIC HEARING ON THE PROPOSED FY 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES GRANT; PROPOSED WATER PROJECT.**

SCHEDULED BUSINESS

1. TABLED FROM PREVIOUS MEETING. Consider and act upon Final Plat for "Royal Oaks". (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve the Final Plat for the proposed subdivision "Royal Oaks" and authorize the Mayor to sign the documents.

2. Consider and act upon Adopting Citizen's Participation Plan for FY-2013 CDBG Project. (*Pam Kirby, Grant Writer and Millie Vance, Inc.*)

Executive Summary

Motion to approve Citizen's Participation Plan for FY-2013 CDBG Project.

3. Consider and act upon Adopting a Resolution to Apply for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. (*Pam Kirby, Grant Writer and Millie Vance, Inc.*)

Executive Summary

Motion to approve adopting the resolution to Apply for the FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

4. Consider and act upon Adopting a Resolution to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*

Executive Summary

Motion to approve to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

5. Consider and act upon Adopting a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*

Executive Summary

Motion to approve a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

6. Consider and act upon Adopting Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*

Executive Summary

Motion to approve to Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project.

7. Consider, and act upon approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency.

8. Consider, and act upon approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorize the Mayor to sign all required documents.

9. Consider, and act upon approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorize the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management.

10. Consider, and act upon, an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521.

11. Consider and act upon a bid award to KATCON, Inc. to "Construct High Strength Terminal Apron Aircraft Parking Area" at McAlester Regional Airport. *(Mel Priddy, Director Community Services)*

Executive Summary

Motion to approve a \$126,671.70 bid award to KATCON, Inc. for construction of a High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport and authorize the Mayor to sign all the required documents and the construction contract.

- 12. Consider and act upon a supplemental agreement to change the quantity of work to be done by Katcon, Inc. on High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport. *(Mel Priddy, Director Community Services)*

Executive Summary

Motion to approve supplemental Agreement No. 1 to Katcon, Inc. quantity of work to be done on High Strength Terminal Apron Aircraft Parking Area at McAlester Regional Airport.

- 13. TABLED FROM PREVIOUS MEETING - Discussion, and possible action, on renewing our agreement between City of McAlester and Advanced Data Processing, INC (dba Intermedix-ADPI). *(Brett Brewer, Fire Chief)*

Executive Summary

Staff recommends motion to Table Agreement to 6/11/13 Council Meeting.

- 14. Discussion of amendments to Sec 102-98 of the McAlester City Code, or otherwise imposing additional or alternate restrictions on parking on city streets, to reduce traffic obstructions, and insure residential access. Said Discussion to include exceptions for designated business areas and applicable fines. (Councilman John Titsworth and City Attorney, Joe Ervin)

Executive Summary

Discussion only.

NEW BUSINESS

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

CITY MANAGER’S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY 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 May 14, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 21, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, a bid award to KATCON, Inc. to "Construct High Strength Terminal Apron Aircraft Parking Area" at McAlester Regional Airport. *(Mel Priddy, Director Community Services)*
- Confirm action taken on City Council Agenda Item 12, a supplemental agreement to change the quantity of work to be done by Katcon, Inc. on High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport. *(Mel Priddy, Director Community Services)*

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

Majority of a Quorum required for approval

- Approval of the Minutes from the May 14, 2013 Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 21, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, Final Plat for "Royal Oaks". *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, act upon Adopting Citizen's Participation Plan for FY-2013 CDBG Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 3, Adopting a Resolution to Apply for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 4, Adopting a Resolution to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 5, Adopting a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 6, Adopting a Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project. *(Pam Kirby, Grant Writer and Millie Vance, Millie Vance, Inc.)*
- Confirm action taken on City Council Agenda Item 7, approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and

Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 23, 2013, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of May, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and

Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 9, approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management. *(Peter J. Stasiak, City Manager)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2013 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 Regular session on Tuesday, May 14, 2013, at 6:00 P.M. after proper notice and agenda was posted, May 10, 2013, at 11:00 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Stephanie Swinnea, Pastor, All Saints Episcopal Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin, Sam Mason & Steve Harrison

Absent: Robert Karr

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; David Medley, Utilities Director; Brett Brewer, Fire Chief; Toni Ervin, Chief Financial Officer; Mel Priddy, Community Services Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Mayor Harrison reminded all citizens to vote in the Special Election.

Citizen's Comments on Non-agenda Items

Ginny Webb Executive Director of McAlester Main Street updated the Council on the activities that "Main Street" had undertaken since the last meeting including placing new ash urns in the downtown area. She thanked the Traffic Control department for the repair of the traffic signal at Main and Choctaw and for their help in moving the trash cans to cover the exposed wires where fallen street lights had been. She then informed the Council of "Main Street's" three (3) remaining goals which were; the membership drive, the business retail incubator plan and the street Scape installments. Ms. Webb then distributed samples of two (2) banners for the street lights in both down town and Old Town.

Stephanie Giacomo Executive Director of Pride in McAlester addressed the Council updating them on the projects that "Pride" had been involved with. She informed the Council that "Pride" had painted the Washington Street Bridge the previous Saturday. She then informed them that "Pride" had hauled approximately 472,680 pounds of trash from the Spring Clean Up not

including the electronics that had been brought to the Armory. She added that she would furnish the updated totals when all the information had been gathered.

Consent Agenda

- A. Approval of the Minutes from the April 23, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for April 16, 2013 to May 7, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$100,863.80; Nutrition - \$1,108.21; Landfill Res./Sub-Title D - \$3,314.35; Employee Retirement - \$2,070.00; Tourism Fund - \$6,836.67; SE Expo Center - \$16,487.72; E-911 - \$5,117.24; Economic Development - \$29,393.56; Gifts & Contributions - \$7,820.53; Fleet Maintenance - \$17,014.60; Worker's Compensation - 941.68 and CIP Fund - \$6,174.84.
- C. Consider and act upon a request from the Pittsburg County Chapter NAACP to use the Michael J. Hunter Park, 14th and Chickasaw, Oklahoma on Saturday, June 15, 2013 from 8:00am until 5:00 p.m. to hold the Juneteenth Celebration. *(Miller Newman, President, Pittsburg County Chapter NAACP)*
- D. Concur with City Manager's recommendation to vote for Mary Ann Karns, City Attorney, City of Shawnee and Rocky Rogers, City Manager, City of Sand Springs, each to fill a three (3) year term as a Trustee of the Oklahoma Municipal Assurance Group Board of Trustees, which commence on June 30, 2013. *(Peter J. Stasiak, City Manager)*
- E. Authorize the Mayor to sign a service agreement between Tyco SimplexGrinnell and the City of McAlester in the amount of \$1,002.00 for services at the Southeast Expo Center effective June 1, 2013 to May 31, 2014 - Proposal #: 258974. *(Mel Priddy, Community Services Director)*
- F. Concur with Mayor's Appointment of Steve Brock, 1411 Country Club Road, McAlester, 74501 to the Pittsburg County Regional Expo Authority for a term to expire June, 2018. *(Steve Harrison, Mayor)*

A motion was made by Councilman Smith and seconded by Councilman Read to approve the Consent Agenda. There was no discussion and the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth, Garvin, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Read to open a Public Hearing addressing an Ordinance amending Section 50-51 of the City of McAlester Code of Ordinances. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Titsworth, Garvin, Mason & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:09 P.M.

Public Hearing

- **AN ORDINANCE AMENDING THE CODE OF ORDINANCE, CITY OF MCALESTER, OKLAHOMA AMENDING SECTION 50-51 AND DECLARING AN EMERGENCY.**

There no comments from the public or the Council and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Garvin, and the vote was taken as follows:

AYE: Councilman Smith, Garvin, Read, Mason, Titsworth & Mayor Harrison
NAY: None

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

Scheduled Business

1. Consider and act upon Final Contractor's Pay Estimate No.3- Final for the construction of 2010 CDBG Water Improvements in an amount of \$140,340.00. (*David Medley, PE, Director of Utilities*)

Executive Summary

Motion to approve final payment to C.S. Day & Associates of Tahlequah, Oklahoma for the 2010 CDBG Water Improvements and authorizing the Mayor to sign the Final Application of Payment in the amount of \$140,340.00.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the Final Contractor's Pay Estimate No. 3-Final for the construction of 2010 CDBG Water Improvements in an amount of \$140,340.00.

Before the vote, David Medley addressed the Council explaining that this project had been completed and this would allow the City to proceed with application for the 2013 CDBG grant.

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

AYE: Councilman Smith, Read, Garvin, Mason, Titsworth & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

2. Consider and act upon final acceptance of FY-10 CDBG Small Cities Grant Waterline Project as completed and authorizing Mayor to sign Closeout Documents. (*Peter J. Stasiak, City Manager and Millie Vance, Grant Writer*)

Executive Summary

Motion to approve authorizing the Mayor to sign the FY-10 CDBG Small Cities Grant Waterline Project closeout documents.

A motion was made by Councilman Smith and seconded by Councilman Read to accept the FY-10 CDBG Small Cities Grant Waterline Project as completed and authorize the Mayor to sign the Closeout Documents.

Before the vote, David Medley addressed the Council explaining that the Closeout Documents were required by the Department of Commerce to be executed before the City could apply for the 2013 CDBG grant.

There was discussion among the Council concerning the difference in the Contractor's Final Pay Estimate No. 3 and the CDBG Final Expenditure Report, if it included the administrator's contract and the amount that had been appropriated for the project.

City Attorney Ervin advised the Council that they could take action to accept the project and have someone review the closeout documents prior to the Mayor's signature.

Vice-Mayor Mason asked if the motion needed to be amended to reflect verification of the information prior to the Mayor's signature. Mr. Ervin asked if Councilmen Smith and Read were in agreement of the amendment. Both Councilmen concurred.

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

AYE: Councilman Smith, Read, Garvin, Mason, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon Final Plat for "Royal Oaks". *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Final Plat for the proposed subdivision "Royal Oaks" and authorize the Mayor to sign the documents.

A motion was made by Councilman Garvin and seconded by Vice-Mayor Mason to approve the Final Plat for "Royal Oaks" subdivision.

Before the vote, Manager Stasiak informed the Council that all the requirements had been met, the Planning and Zoning Commission had met on April 16, 2013 and voted unanimously to recommend approval of the Final Plat.

There was discussion among the Council, Dave Grantham, Attorney Ervin and Manager Stasiak regarding the width of the street, PSO's wide easement, how the Stormwater runoff would be addressed, having all of the steps met before bringing items to the Council, which Board had the authority to address the difference in the width of the road and tabling this until the Board of Adjustment could meet and address the matter.

Councilman Garvin moved to table Item 3 pending action by the Board of Adjustment. The motion was seconded by Vice-Mayor Mason.

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

AYE: Councilman Garvin, Mason, Smith, Titsworth, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

4. Discussion, and possible action, on approval of an ordinance amending the Code of Ordinance, City of McAlester, Oklahoma, Article III Fire Prevention Code Section 50-51. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve an amendment to Article III Fire Prevention Code, Section 50-51 to adopt the new rules and regulations for fire prevention.

ORDINANCE NO. 2463

AN ORDINANCE AMENDING THE CODE OF ORDINANCE, CITY OF MCALESTER, OKLAHOMA AMENDING SECTION 50-51 AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Vice-Mayor Mason to approve **ORDINANCE NO. 2463.**

Before the vote, Chief Brewer addressed the Council explaining that this would adopt the 2009 International Fire Safety Code.

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

AYE: Councilman Smith, Mason, Titsworth, Read, Garvin & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Councilman Garvin moved to approve the EMERGENCY CLAUSE, seconded by Vice-Mayor Mason.

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

AYE: Councilman Garvin, Mason, Smith, Titsworth, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

5. Discussion, and possible action, on renewing our agreement between City of McAlester and Advanced Data Processing, INC (dba Intermedix-ADPI). (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the agreement.

A motion was made by Vice-Mayor Mason and seconded by Councilman Garvin to approve renewing the agreement between City of McAlester and Advanced Data Processing, INC (dba Intermedix-ADPI).

Before the vote, City Attorney Ervin explained that he had spoken with Chief Brewer about the agreement and had approximately fifteen (15) to twenty (20) possible changes to the agreement but had not been able to discuss this with Intermedix. He added that the Chief was in agreement to table until the next regularly scheduled meeting, which would give him the opportunity to run those changes by Intermedix to make sure they were appropriate. He commented that the agreement would then be right for consideration. He then recommended that the agreement be tabled until the next meeting.

Mayor Harrison asked for a motion to table until the May 28th meeting. Councilman Garvin moved to table the agreement until the next meeting. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Smith, Titsworth, Read, Mason & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

6. Discussion and possible action, to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve Quit Claim Deed.

A motion was made by Councilman Smith and seconded by Vice-Mayor Mason to authorize the Mayor to sign a Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester.

Before the vote, Vice-Mayor Mason asked why the Council was authorizing the Mayor to sign a Quit Claim Deed from the party that was deeding something back to the City.

Attorney Ervin commented that KiBois wanted to deed the land back to us; they were advised to reverse the parties and use the same Quit Claim Deed that was used several years ago. He added that the City did not need to sign a deed; it would have to accept it.

Vice-Mayor Mason stated that the motion needed to be re-written for the record, to authorize the Mayor to accept the Quit Claim Deed between KiBois and the City of McAlester.

There was discussion among the Council and Manager Stasiak regarding the condition of the lots when the City accepts them, what had taken place during the original transaction, the amount of property that the City owned and doing something with the property other than maintaining it forever.

Manager Stasiak recommended obtaining the value of the property and proceeding with an auction or a sale. He added that if it pleased the Council he would contact KiBois, tell them they needed to clean the lots up to the condition that they were in four (4) years ago and then bring this item back to the Council with an analysis of the lot size, location, possibilities for the future and recommendations.

Vice-Mayor Mason moved to table the item indefinitely. The motion was seconded by Councilman Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Mason, Read, Titsworth, Garvin, Smith & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

7. Presentation and Submittal of the Preliminary Annual Operating Budget for FY 2013/2014. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*

Executive Summary

Set a Special Workshop Session for May 28th to discuss and review the 2013/2014 Preliminary Budget.

Manager Stasiak presented the preliminary budget for Fiscal Year 2013/2014 to the Council, commenting that it would continue to be a challenge in the future. During his presentation Manager Stasiak highlighted the reductions in revenue in the General Fund and in the Public Works. He stated that this was a brief summary and recommended a workshop to review the budget in detail. Manager Stasiak discussed the consolidation of various departments in order to manage the necessary work load with fewer employees. He added that this was a moving target and the City was going to do more with less in the future.

Mayor Harrison called a Special Meeting for Tuesday, May 21, 2013 at 5:30 P.M. for a work session on the budget and possibly addressing the "Royal Oaks" plat.

Vice-Mayor Mason asked if the City's organizational chart would be updated. Manager Stasiak stated that at the Work shop he would have the over all organizational chart and a department organizational chart.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported DEQ had started working on the Armory and were doing the asbestos remediation and once that was completed they would move immediately to address the lead paint. He added that the anticipated time was thirty (30) days.

Remarks and Inquiries by City Council

There were no comments from the Council.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Read moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Garvin, Mason, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:25 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:26 P.M.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to recess the Regular Meeting for an Executive Session to discuss the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak, in accordance to Title 25, Sec. 307.B.1.

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

AYE: Councilman Smith, Titsworth, Garvin, Mason, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 7:27 P.M.

Executive Session

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), discussing the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak.

Reconvene into Open Session

Take any action as a result from Executive Session.

The Regular Meeting was reconvened at 9:13 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak, in accordance to Title 25, Sec. 307.B.1. Only that matter was discussed, no action was taken, and the Council returned to open session at 9:13 P.M., and this constituted the Minutes of the Executive Session.

- Consider, and act upon, the City Manager Contract.

Mayor Harrison moved to offer an employment agreement to Pete Stasiak for the next fiscal year, which the Council will sign subject to Mr. Stasiak's signing. The motion was seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

AYE: Mayor Harrison, Councilman Smith, Garvin, Mason, Titsworth & Read

NAY: None

Mayor Harrison declared the motion carried.

Adjournment

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

AYE: Councilman Smith, Titsworth, Mason, Read, Garvin & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:15 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**MAY 8, 2013
THRU
MAY 21, 2013**

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	JAMES MCGINNIS	I-12-02169	01	-5215323	DAMAGES REIMBURSE DAMAGE PMT	064638	75.00
01-A00150	ACME JANITORIAL						
		I-619383	01	-5431203	REPAIRS & MAI JANITORIAL SUPPLIES	064640	401.58
01-A00170	ADA PAPER CO.						
		I-359250	01	-5548203	REPAIRS & MAI JANITORIAL SUPPLIES	064641	350.82
01-A00200	ADAM TRUE VALUE & AG SU						
		I-253796	01	-5544206	CHEMICALS FERTILIZER FOR SBC FIELDS	064642	400.00
01-A00267	AIRGAS, INC						
		I-9015466290	01	-5543202	OPERATING SUP CO2 FOR POOLS	064643	400.95
		I-9909115710	01	-5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	064643	224.00
		I-9909115712	01	-5542203	REPAIRS & MAI MONTHLY BOTTLE LEASES	064643	49.30
01-A00362	ALLEGIANCE COMMUNICATIO						
		I-201305084929	01	-5320328	INTERNET SERV INTERNET SVS-DET DIV	064580	116.75
		I-201305084929	01	-5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	064580	72.95
		I-201305154942	01	-5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	064611	75.65
		I-201305154942	01	-5865328	INTERNET SERV INTERNET SVS-T/C SHOP	064611	75.65
		I-201305154942	01	-5548328	INTERNET SERV INTERNET SVS-FAC MAINT	064611	75.65
		I-201305154942	01	-5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	064611	62.95
01-A00500	AMERICAN MUNICIPAL SERV						
		I-201305214963	01	-2105	COLLECTION AG COURT COLLECTION FEE-APRIL	064644	6,523.00
01-A00751	ATWOODS						
		I-1530/9	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064646	41.97
		I-1532/9	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064646	47.01
		I-1546/9	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064646	15.99
		I-1548/9	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064646	9.41
		I-1551/9	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064646	55.82
01-A00770	BOLTE ENTERPRISES, INC						
		I-924679	01	-5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	064647	20.98
01-B00180	UNION IRON WORKS, INC.						
		I-S1723184.001	01	-5543203	REPAIRS & MAI PARTS FOR BROKEN LINE	064648	218.26
		I-S1723286.001	01	-5543203	REPAIRS & MAI PARTS FOR BROKEN LINE	064648	25.20
01-B00486	BRADELY RAY INMAN						
		I-201305214953	01	-5544308	CONTRACT LABO UMPIRE FEE-7 GAMES	064650	175.00
01-C00100	CLEET						
		I-201305084923	01	-2100	CLEET PAYABLE CLEET FEES DUE	064582	5,538.92
01-C00320	CENTERPOINT ENERGY ARKL						

PACKET: 09655 CLAIMS FOR 5/28/2013
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL			continued		
		I-201305154940	01 -5215314	GAS UTILITY GAS UTIL- 802 E HARRISON	064614	57.70
		I-201305154940	01 -5215314	GAS UTILITY GAS UTIL- 1313 S STRONG	064614	211.83
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-174571	01 -5431203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064652	46.00
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-1308238	01 -5321308	CONTRACTED SE TELETYPE RENTAL FEE	064653	350.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201305214965	01 -5865212	FUEL EXPENSE FUEL EXP-APRIL-STREETS	064656	128.95
		I-201305214965	01 -5542212	FUEL EXPENSE FUEL EXP-APRIL-PARKS	064656	146.95
		I-201305214965	01 -5544212	FUEL EXPENSE FUEL EXP-APRIL-PARKS	064656	178.43
		I-201305214966	01 -5322212	FUEL EXPENSE FUEL EXP-APRIL-ANIMAL CONT	064657	403.07
		I-201305214966	01 -5321212	FUEL EXPENSE FUEL EXP-APRIL-POLICE	064657	9,414.97
		I-201305214966	01 -5431212	FUEL EXPENSE FUEL EXP-APRIL-FIRE	064657	1,188.12
		I-201305214966	01 -5542212	FUEL EXPENSE FUEL EXP-APRIL-PARKS	064657	1,577.45
		I-201305214966	01 -5548212	FUEL EXPENSE FUEL EXP-APRIL-FAC MAINT	064657	583.56
		I-201305214966	01 -5865212	FUEL EXPENSE FUEL EXP-APRIL-STREETS	064657	3,378.78
		I-201305214966	01 -5544212	FUEL EXPENSE FUEL EXP-APRIL-RECREATION	064657	149.65
		I-201305214966	01 -5652212	FUEL EXPENSE FUEL EXP-APRIL-CODES	064657	425.49
		I-201305214966	01 -5225212	FUEL EXPENSE FUEL EXP-APRIL-IT	064657	115.67
		I-201305214966	01 -5653212	FUEL EXPENSE FUEL EXP-APRIL-SAFETY	064657	36.22
		I-201305214966	01 -5547212	FUEL EXPENSE FUEL EXP-APRIL-CEMETERY	064657	533.61
		I-201305214966	01 -5432212	FUEL EXPENSE FUEL EXP-APRIL-EMS	064657	1,243.37
01-G00010	G & C RENTAL CENTER, IN					
		I-20546	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL FEE	064658	262.62
		I-20650	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL FEE	064658	464.32
		I-20822	01 -5547203	REPAIRS & MAI EQUIPMENT RENTAL FEE	064658	491.81
01-I00061	RICOH USA, INC.					
		I-5025917716	01 -5321308	CONTRACTED SE COPIER MAINT FEE	064662	199.42
01-I00099	IKON OFFICE SOLUTIONS					
		I-23271520	01 -5321308	CONTRACTED SE LEASE FMTS- COPIERS	064663	284.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-035199	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	064664	18.98
		I-035327	01 -5210202	OPERATING SUP MISC OFFICE SUPPLIES	064664	47.31
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-201305214962	01 -5432308	CONTRACTED SE EMS CONTRACTED SVS	064665	4,422.35
01-I00120	TYLER TECHNOLOGIES					
		I-201305214964	01 -5213336	FEES MONTHLY SUPPORT FEE-COURT	064666	200.00
		I-201305214964	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEE-IT	064666	210.00

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00140	INDIAN NATION WHOLESALE	I-5853416	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	064667	450.47
01-J00110	JACKIE BRANNON CORR. CT	I-20130082	01 -5542308	CONTRACTED SE MONTHLY INMATE FEES	064668	106.72
01-L00380	LOCKE SUPPLY CO.	I-20161696-00	01 -5548203	REPAIRS & MAI MAITENANCE SUPPLIES	064673	121.13
		I-20358088-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064673	108.80
		I-20368126-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064673	1.77
01-L00428	LOWE'S CREDIT SERVICES	I-02773	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064674	7.56
		I-06167	01 -5548203	REPAIRS & MAI MISC MAINT ITEMS	064674	27.94
		I-06338	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064674	23.16
		I-06473	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064674	68.25
		I-06657	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064674	111.50
		I-07034	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064674	5.34
		I-07438	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064674	227.81
01-M00200	MAXWELL SUPPLY OF TULSA	I-213113	01 -5865218	STREET REPAIR 12" CAM LOC WALL TIES	064675	530.34
01-M00470	MILLER BROTHERS ENTERPR	I-C39239	01 -5542203	REPAIRS & MAI REPLACEMENT CEILING TILES	064676	54.00
01-MC0095	RICK MCFADDEN	I-002123	01 -5215323	DAMAGES FENCE REPAIRS	064678	125.00
		I-002216	01 -5542316	REPAIRS & MAI FENCE REPAIR-CONNELLY	064678	290.00
01-MC0140	MCALESTER PAINT & SUPPL	I-00086478	01 -5543202	OPERATING SUP TESTING KITS FOR POOLS	064680	366.55
01-N00250	MCALESTER NEWS CAPITAL	I-05609781	01 -5101350	ELECTIONS PUBLICATIONS FOR SPEC ELE	064681	229.15
01-000136	OKLA SPORTING SUPPLIES	I-908027	01 -5321325	FIRING RANGE AMMO FOR POLICE	064685	504.00
01-000219	OKLA BUREAU OF NARCOTIC	I-201305084925	01 -2103	OBN PAYABLE (DRUG EDUCATION FEES DUE	064586	37.71
01-000417	OKLA TAX COMMISSION	I-4014184963	01 -5544202	OPERATING SUP RENEWAL OF SALES TAX PERM	064688	20.00
01-000427	OKLA UNIFORM BUILDING C	I-APRIL 2013	01 -5652336	FEES BLDG PERMIT FEES	064587	100.00
01-000595	OSBI					

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000595	OSBI					
			continued			
		I-201305084924	01 -2101	AFIS PAYABLE AFIS FEES DUE	064588	3,045.03
		I-201305084924	01 -2102	FORENSICS PAY FORENSIC FEES DUE	064588	2,936.60
01-000598	OSU					
		I-46836	01 -5432331	EMPLOYE TRAVE EMS INSTRUCTOR RENEWAL	064689	250.00
01-P00242	PETER STASIAK					
		I-201305154938	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MDSA MTG IN DC	064617	116.99
01-P00451	PURCHASE POWER / PITNEY					
		I-REFILL 5-6-13	01 -5215317	POSTAGE POSTAGE FOR MACHINE	064691	2,500.00
01-P00510	PRO-KIL, INC					
		I-72597	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL-STIP	064692	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201305084933	01 -5215313	ELECTRIC UTIL ELECT UTIL-STREET LIGHTS	064589	12,007.63
		I-201305084933	01 -5215313	ELECTRIC UTIL ELECT UTIL-401 N 2ND	064589	1,514.11
		I-201305084933	01 -5215313	ELECTRIC UTIL ELECT UTIL-GENERAL	064589	9,610.69
		I-201305084933	01 -5215313	ELECTRIC UTIL ELECT UTIL-1099 E WYANDOTTE	064589	50.09
		I-201305084933	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFRSON	064589	38.51
		I-201305154941	01 -5215313	ELECTRIC UTIL ELECT UTIL-302 E FILLMORE	064618	23.84
		I-201305154941	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	064618	38.44
01-R00479	ROGER MELTON					
		I-710584	01 -5652318	ABATEMENTS CONTRACT MOWING	064694	675.00
01-R00492	RONALD W BARNES					
		I-201305214951	01 -5544308	CONTRACT LABO UMPIRE FEE-4 GAMES	064696	100.00
01-S00244	SHAWN SMITH					
		I-201305084934	01 -5653213	SAFETY EXPENS TRAVEL EXP-SAFETY WORKSHOP	064590	121.78
01-S00726	STAPLES ADVANTAGE					
		I-97074	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	064702	87.98
		I-97247	01 -5431202	OPERATING SUP MISC OFFICE SUPPLIES	064702	96.99
		I-97487	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	064702	18.62
01-T00010	T. H. ROGERS LUMBER CO.					
		I-472903	01 -5865218	STREET REPAIR MATERIALS FOR JEFFERSON	064703	1,639.93
01-T00056	TED ALEXANDER					
		I-201305214954	01 -5544308	CONTRACT LABO UMPIRE FEE-4 GAMES	064704	100.00
01-T00429	THOMAS J DAVIS					
		I-201305214952	01 -5544308	CONTRACT LABO UMPIRE FEES-11 GAMES	064706	275.00
01-T00510	TRAFFIC SIGNALS, INC.					

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00510	TRAFFIC SIGNALS, INC.		continued			
	I-12858	01	-5548203	REPAIRS & MAI LED LIGHTS FOR SIGNALS	064707	9,923.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
	I-9939991	01	-5653308	CONTRACTED SE PLAN ADMIN FEE-4TH QTR	064708	840.00
01-T00630	TWIN CITIES READY MIX,					
	I-80063	01	-5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064710	100.00
01-U00140	UNITED RENTALS					
	C-110711682-001 CM	01	-5653213	SAFETY EXPENS EXCAVATION TRAINING	064713	90.00-
	I-110711682-001	01	-5653213	SAFETY EXPENS TRAINING MANUALS	064713	1,000.00
	I-110711682-001	01	-5653213	SAFETY EXPENS EXCAVATION TRAINING	064713	1,215.00
01-V00110	VINCE PARSON					
	I-201305214955	01	-5544308	CONTRACT LABO REFEREE FEE-15 GAMES	064714	225.00
01-W00040	WALMART COMMUNITY BRC					
	I-003659	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	064715	71.91
	I-07771	01	-5542203	REPAIRS & MAI MISC MAINT SUPPLIES	064715	114.53
	I-09641	01	-5431202	OPERATING SUP MISC OPERATING SUPPLIES	064715	35.26
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1598069.001	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064718	30.67
	I-S1602497.001	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064718	12.00
			FUND 01	GENERAL FUND	TOTAL:	94,191.24

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-SU17910	02 -5973304	LAB TESTING TESTING SUPPLIES	064639	1,640.71
01-A00267	AIRGAS, INC					
		I-9909115711	02 -5974203	REPAIRS & MAI MONTHLY BOTTLE RENTAL FEE	064643	56.50
		I-9909115713	02 -5973316	REPAIRS & MAI MONTHLY BOTTLE LEASE	064643	86.60
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201305154942	02 -5975328	INTERNET SERV INTERNET SVS-UTM SUPT	064611	62.95
01-A00423	ALLIED WASTE SERVICES O					
		I-201305084926	02 -5866306	CONTRACTED RE WASTE SVS FEE-APRIL 2013	064581	149,509.25
		I-201305084926	02 -5866306	CONTRACTED RE BAD DEBT WRITE OFF	064581	95.64-
01-A00582	AT&T					
		I-201305154946	02 -5267315	TELEPHONE UTI PHONE UTIL-INTERNET SVS	064612	830.15
01-A00751	ATWOODS					
		I-1536/9	02 -5974203	REPAIRS & MAI HEATERS & SUPPLIES FOR	064646	48.15
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201305154940	02 -5267314	GAS UTILITY GAS UTIL- 301 E POLK	064614	218.02
01-E00024	STANLEY RAY OWENS DBA E					
		I-1588	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL-RECYCLE	064654	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201305214965	02 -5216212	FUEL EXPENSE FUEL EXP-APRIL-UB&C	064656	503.88
		I-201305214965	02 -5864212	FUEL EXPENSE FUEL EXP-APRIL-LANDFILL	064656	82.69
		I-201305214965	02 -5866212	FUEL EXPENSE FUEL EXP-APRIL-SANITATION	064656	788.08
		I-201305214965	02 -5871212	FUEL EXPENSE FUEL EXP-APRIL-ENGINEER	064656	73.62
		I-201305214965	02 -5974212	FUEL EXPENSE FUEL EXP-APRIL-WTP	064656	440.35
		I-201305214965	02 -5973212	FUEL EXPENSE FUEL EXP-APRIL-WWM	064656	1,400.81
		I-201305214965	02 -5975212	FUEL EXPENSE FUEL EXP-APRIL-UTM	064656	3,282.56
		I-201305214965	02 -5972212	FUEL EXPENSE FUEL EXP-APRIL-UTIL DIR	064656	174.14
		I-201305214966	02 -5975212	FUEL EXPENSE FUEL EXP-APRIL-UTM	064657	210.49
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201305084927	02 -5267314	GAS UTILITY GAS UTIL-UTM OFFICE ON HEREFOR	064585	377.18
01-G00490	GRISSOM IMPLEMENT INC					
		I-329522	02 -5974203	REPAIRS & MAI PARTS & BLADES FOR MOWER	064660	26.36
		I-329680	02 -5974203	REPAIRS & MAI PARTS & BLADES FOR MOWER	064660	56.76
01-H00279	HUGHES NET					
		I-B1-269059575	02 -5974328	INTERNET SERV INTERNET SVS	064661	93.50
01-I00120	TYLER TECHNOLOGIES					
		I-201305214964	02 -5216336	FEES MONTHLY SUPPORT FEE-UB&C	064666	293.16

PACKET: 09655 CLAIMS FOR 5/28/2013
 VENDOR SET: 01
 FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00140	INDIAN NATION WHOLESALE	I-5853432	02	-5267202	OPERATING SUP BREAKROOM SUPPLIES	064667	316.35
01-K00210	KIAMICHI ELECTRIC COOP.	I-201305154937	02	-5267313	ELECTRIC UTIL ELECT UTIL-HEREORD LANE	064616	424.13
01-K00225	KI BOIS COMMUNITY ACTIO	I-APRIL 2013	02	-5866307	CONTRACTED RE RECYCLE CENTER LABOR	064670	1,980.00
01-L00428	LOWE'S CREDIT SERVICES	I-01828	02	-5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	064674	43.97
		I-902993	02	-5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064674	36.90
		I-906676	02	-5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	064674	45.36
01-M00532	MISTY VALLEY WATER CO.	I-80800,82010,81636	02	-5866230	RECYCLING CEN RECYCLE CENTER SUPPLIES	064677	51.09
01-000240	OKLA CORPORATION COMM.	I-51313	02	-5974212	FUEL EXPENSE STORAGE TANK PERMITS	064687	25.00
01-P00560	PUBLIC SERVICE/AEP	I-201305084933	02	-5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CENTER	064589	54.89
		I-201305084933	02	-5267313	ELECTRIC UTIL ELECT UTIL-MPWA	064589	35,142.44
01-S00530	SOUTHWEST CHEMICAL SERV	I-96999	02	-5974206	CHEMICALS CAUSTIC FOR WTP	064700	4,630.50
01-S00580	AT & T	I-201305084932	02	-5267315	TELEPHONE UTI PHONE UTIL-MPWA	064591	4,164.53
		I-201305154945	02	-5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	064619	111.60
01-S00710	STANDARD MACHINE LLC	I-232830	02	-5974316	REPAIRS & MAI REBUILD WASTE VALVES	064701	181.38
01-T00217	ST. PAUL COMPANIES	I-000436244	02	-5267323	DAMAGES DEDUCTIBLE FOR FEW CLAIM	064705	10,000.00
01-U00051	UTILITY SUPPLY CO.	I-067625	02	-5975211	WATER METERS REPLACEMENT WTR METERS	064711	95.58
		I-067628	02	-5975211	WATER METERS REPLACEMENT WTR METERS	064711	68.64
		I-067629	02	-5975211	WATER METERS REPLACEMENT WTR METERS	064711	30.00
		I-067630	02	-5216202	OPERATING SUP MISC SUPPLIES AS NEEDED	064711	281.52
		I-067756	02	-5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064711	302.82
		I-067757	02	-5975209	UTILITY MAINT CARBIDE CUTTER & BITS	064711	1,345.00
		I-067758	02	-5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064711	544.07
		I-067759	02	-5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064711	38.00
		I-067760	02	-5975209	UTILITY MAINT WATER LINE REPAIR PARTS	064711	560.40
		I-067761	02	-5975209	UTILITY MAINT 6" PIPE FOR WATER BREAKS	064711	3,057.60

PACKET: 09655 CLAIMS FOR 5/28/2013
VENDOR SET: 01
FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00128	UNITED PACKAGING & SHIP					
		I-112493	02 -5974316	REPAIRS & MAI SHIPPING FEES-WTR SAMPLES	064712	33.85
		I-112496	02 -5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	064712	36.98
01-W00130	WATER PRODUCTS					
		I-8191778	02 -5974203	REPAIRS & MAI PIPE FOR REPAIRS AT WTP	064716	14,000.00
		I-8191778	02 -5975209	UTILITY MAINT PIPE FOR REPAIRS AT WTP	064716	2,281.07
			FUND 02 MPWA		TOTAL:	240,143.94

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES	I-201305214965	03 -5876212	FUEL EXPENSE FUEL EXP-APRIL-AIRPORT	064656	69.61
01-000240	OKLA CORPORATION COMM.	I-51313	03 -5876203	REPAIRS & MAI STORAGE TANK PERMITS	064687	50.00
			FUND 03 AIRPORT AUTHORITY	TOTAL:		119.61

PACKET: 09655 CLAIMS FOR 5/28/2013
VENDOR SET: 01
FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201305154941	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	064618	160.66
			FUND	05 PARKING AUTHORITY	TOTAL:	160.66

PACKET: 09655 CLAIMS FOR 5/28/2013
 VENDOR SET: 01
 FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00207	EMMA E. BELLIS					
		I-201305214958	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064655	150.00
		I-201305214959	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064655	113.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201305214966	08 -5549212	FUEL EXPENSE FUEL EXP-APRIL-NUTRITION	064657	630.62
01-G00288	GERALDINE E MALKOWSKI					
		I-201305214960	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064659	120.00
		I-201305214961	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064659	88.14
01-R00304	RICHELLE CHEYENNE					
		I-201305214956	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064693	165.00
		I-201305214957	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064693	105.89
			FUND 08 NUTRITION		TOTAL:	1,372.65

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.	I-473105	09 -5864327	SUB TITLE D E WIND TURBINES FOR LF	064703	189.98
			FUND	09 LANDFILL RES./SUB-TITLE DTOTAL:		189.98

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFFEE & TAFT	I-399831	11 -5220302	CONSULTANTS LEGAL FEES	064679	4,648.50
			FUND 11	EMPLOYEE RETIREMENT	TOTAL:	4,648.50

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCLESTER NEWS CAPITAL	I-377	27 -5655214	TOURISM EXPEN AD FOR EXPO	064681	375.00
01-000137	OKLA TOURISM/RECREATION	I-10529	27 -5655214	TOURISM EXPEN MCLESTER BROCHURES	064686	487.56
			FUND 27	TOURISM FUND	TOTAL:	862.56

PACKET: 09655 CLAIMS FOR 5/28/2013
 VENDOR SET: 01
 FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201305154944	29 -5324401	CAPITAL OUTLA PHONE UTIL-911 EQUIP RENTAL	064610	2,403.33
01-B00193	BENCHMARK GPS, LLC					
		I-716	29 -5324316	REPAIRS-MAINT ANTENNA CABLE-911	064649	80.00
01-C00146	CANADIAN VALLEY TELEPHO					
		I-201305154939	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	064613	340.08
01-C00856	CROSS TELEPHONE COMPANY					
		I-201305084928	29 -5324315	TELEPHONE UTI PHONE UTIL-911 CTY TRUNK LINE	064584	334.54
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201305214966	29 -5324212	FUEL EXPENSE FUEL EXP-APRIL-E911	064657	84.06
01-L00084	LANGUAGE LINE SERVICES					
		I-3156509	29 -5324202	OPERATING SUP TRANSLATION AS NEEDED	064671	6.19
01-S00580	AT & T					
		I-201305084931	29 -5324315	TELEPHONE UTI PHONE UTIL-E911 WIRELESS	064591	228.36
01-S00726	STAPLES ADVANTAGE					
		I-97488	29 -5324202	OPERATING SUP MISC OFFICE SUPPLIES	064702	27.99
01-T00589	TOTAL RADIO					
		I-95210	29 -5324202	OPERATING SUP RADIO PROGRAMING	064709	1,262.00
			FUND 29 E-911		TOTAL:	4,766.55

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00016	C.S. DAY AND ASSOCIATES					
		I-PAYMENT #3	30 -5211407	14 ST/69 HWY 14TH & 69 HWY SWR EXTENSI	064651	41,928.25
01-L00220	LBR, INC.					
		I-5048	30 -5211408	ECON DEV-C130 AIRPORT CONSULTING FEES	064672	11,292.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	53,220.25

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00060	SANDERS NURSERY	I-361943	32 -5215203	EXPENSE FOR P FLOWERS FOR PARKWAY BEDS	064698	32.00
			FUND	32 GIFTS & CONTRIBUTIONS	TOTAL:	32.00

PACKET: 09655 CLAIMS FOR 5/28/2013
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00709	ARROWHEAD TRUCK EQUIPME	I-5513	35 -5862203	REPAIRS & MAI REPLACEMENT DOOR-WW-6	064645	270.00
01-A00770	BOLTE ENTERPRISES, INC	C-924029 CR	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	064647	21.96-
		I-925523	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	064647	100.58
		I-925635	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	064647	41.52
		I-925645	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	064647	23.71
		I-925654	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	064647	21.60
		I-925715	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	064647	5.78
01-F00015	FLEETCOR TECHNOLOGIES	I-201305214965	35 -5862212	FUEL EXPENSE FUEL EXP-APRIL-FLEET MAINT	064656	53.11
		I-201305214966	35 -5862212	FUEL EXPENSE FUEL EXP-APRIL-FLEET MAINT	064657	354.69
01-G00490	GRISSOM IMPLEMENT INC	I-317652	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064660	40.27
		I-330489	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064660	28.66
01-K00190	YELLOWHOUSE MACHINERY C	C-721412 CREDIT	35 -5862203	REPAIRS & MAI CREDIT	064669	15.32-
		I-09-906782	35 -5862203	REPAIRS & MAI REPAIRS TO UTM 09 BACKHOE	064669	856.44
01-N00270	NIX AUTO CENTER, INC.	I-242573	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	064682	32.16
01-O00075	O'REILLY AUTO PARTS	C-0230-111893 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	8.16-
		I-0230-109405	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	111.59
		I-0230-109555	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	15.52
		I-0230-109669	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	17.96
		I-0230-109783	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	89.99
		I-0230-109803	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	10.99
		I-0230-109831	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	3.89
		I-0230-109930	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	35.07
		I-0230-110058	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	77.09
		I-0230-110211	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	28.70
		I-0230-110390	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	3.89
		I-0230-110546	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	17.99
		I-0230-111073	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	14.76
		I-0230-111130	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064683	11.18
		I-0230-111266	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	16.10
		I-0230-111414	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	17.94
		I-0230-111522	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	15.62
		I-0230-111739	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	61.19
		I-0230-111777	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	11.03
		I-0230-111778	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	22.06
		I-0230-111880	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	85.73
		I-0230-111948	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	47.57

PACKET: 09655 CLAIMS FOR 5/28/2013
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS			continued		
		I-0230-112029	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	13.49
		I-0230-112313	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064684	31.49
01-000240	OKLA CORPORATION COMM.					
		I-51313	35 -5862205	PETROLEUM PRO STORAGE TANK PERMITS	064687	50.00
01-R00480	ROGER KEY EQUIPMENT					
		I-89551	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR PK-16	064695	358.15
01-S00710	STANDARD MACHINE LLC					
		I-233076	35 -5862203	REPAIRS & MAI MISC PARTS FOR REPAIRS	064701	78.19
01-W00267	WHITE STAR MACHINERY AN					
		I-07076235	35 -5862203	REPAIRS & MAI PARTS FOR PK-27	064717	219.91
				FUND 35 FLEET MAINTENANCE	TOTAL:	3,250.17

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00589	TOTAL RADIO	I-95083	42 -5321401	CAPITAL OUTLA RADIOS FOR POLICE DEPT	064709	35,727.21
				FUND 42 FEDERAL FORFEITURE FUND TOTAL:		35,727.21
				REPORT GRAND TOTAL:		444,134.67

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
2012-2013	01 -2100	CLEET PAYABLE (COURT)	5,538.92					
	01 -2101	AFIS PAYABLE - COURT	3,045.03					
	01 -2102	FORENSICS PAYABLE (COURT)	2,936.60					
	01 -2103	OBN PAYABLE (COURT)	37.71					
	01 -2105	COLLECTION AGENCY 25% (COU	6,523.00					
	01 -5101350	ELECTIONS	229.15	16,000	0.20			
	01 -5210202	OPERATING SUPPLIES	47.31	2,600	11.89			
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	116.99	5,900	1,169.66			
	01 -5213336	FEES	200.00	2,500	300.00			
	01 -5215313	ELECTRIC UTILITY	23,283.31	299,319	55,507.07			
	01 -5215314	GAS UTILITY	269.53	14,000	3,531.65			
	01 -5215317	POSTAGE	2,500.00	12,600	2,550.05			
	01 -5215323	DAMAGES	200.00	21,985	9,925.00			
	01 -5225212	FUEL EXPENSE	115.67	1,800	173.17			
	01 -5225349	SOFTWARE MAINTENANCE	210.00	45,400	446.60			
	01 -5320328	INTERNET SERVICE	116.75	1,500	215.75			
	01 -5321202	OPERATING SUPPLIES	37.60	11,923	2,724.30			
	01 -5321212	FUEL EXPENSE	9,414.97	126,490	15,051.69			
	01 -5321308	CONTRACTED SERVICES	833.42	15,000	5,547.71			
	01 -5321325	FIRING RANGE	504.00	12,500	4,135.39			
	01 -5322212	FUEL EXPENSE	403.07	6,600	532.98			
	01 -5431202	OPERATING SUPPLIES	204.16	12,149	0.23			
	01 -5431203	REPAIRS & MAINT SUPPLIES	515.83	12,551	7,181.89			
	01 -5431212	FUEL EXPENSE	1,188.12	21,600	2,021.28			
	01 -5431328	INTERNET SERVICE	62.95	2,800	785.60			
	01 -5432202	OPERATING SUPPLIES	224.00	21,000	680.00			
	01 -5432203	REPAIR & MAINT SUPPLIES	20.98	7,500	4,168.27			
	01 -5432212	FUEL EXPENSE	1,243.37	18,000	2,086.37			
	01 -5432308	CONTRACTED SERVICES	4,422.35	36,900	731.72			
	01 -5432331	EMPLOYE TRAVEL & TRAINING	250.00	3,500	256.63			
	01 -5542203	REPAIRS & MAINT SUPPLIES	534.66	51,475	6,506.52			
	01 -5542212	FUEL EXPENSE	1,724.40	41,620	3,775.11			
	01 -5542308	CONTRACTED SERVICES	232.72	15,500	4,848.21			
	01 -5542316	REPAIRS & MAINTENANCE	290.00	14,724	8,929.00			
	01 -5542328	INTERNET SERVICE	148.60	1,800	165.40			
	01 -5543202	OPERATING SUPPLIES	767.50	10,664	2,833.05			
	01 -5543203	REPAIRS & MAINT SUPPLIES	243.46	12,455	1,373.71			
	01 -5544202	OPERATING SUPPLIES	470.47	11,691	4,483.70			
	01 -5544206	CHEMICALS	400.00	1,809	421.00			
	01 -5544212	FUEL EXPENSE	328.08	3,450	547.49			
	01 -5544308	CONTRACT LABOR	875.00	22,000	8,371.83			
	01 -5547203	REPAIRS & MAINT SUPPLIES	1,218.75	10,246	146.52			
	01 -5547212	FUEL EXPENSE	533.61	13,400	2,173.69			
	01 -5548203	REPAIRS & MAINTENANCE SUPP	10,804.87	54,400	18,784.13			
	01 -5548212	FUEL EXPENSE	583.56	6,400	1,336.71			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5548328	INTERNET SERVICE	75.65	1,000	167.85		
01	-5652212	FUEL EXPENSE	425.49	5,250	466.92		
01	-5652318	ABATEMENTS	675.00	12,000	834.00		
01	-5652336	FEES	100.00	1,880	154.00		
01	-5653202	OPERATING SUPPLIES	87.98	2,793	764.37		
01	-5653212	FUEL EXPENSE	36.22	1,000	623.52		
01	-5653213	SAFETY EXPENSE	2,246.78	27,800	12,686.68		
01	-5653308	CONTRACTED SERVICES	840.00	5,200	1,840.00		
01	-5865212	FUEL EXPENSE	3,507.73	45,500	1,740.90		
01	-5865218	STREET REPAIRS & MAINTENAN	2,270.27	275,000	7,120.73		
01	-5865328	INTERNET SERVICE	75.65	1,979	317.35		
02	-5216202	OPERATING SUPPLIES	281.52	13,500	713.45		
02	-5216212	FUEL EXPENSE	503.88	9,300	1,513.13		
02	-5216336	FEES	293.16	4,500	725.24		
02	-5267202	OPERATING SUPPLIES	316.35	6,000	3,175.05		
02	-5267313	ELECTRIC UTILITY	35,621.46	389,500	75,329.85		
02	-5267314	GAS UTILITY	595.20	5,480	1,083.50-	Y	
02	-5267315	TELEPHONE UTILITY	5,106.28	69,900	7,550.62		
02	-5267323	DAMAGES	10,000.00	20,920	920.00		
02	-5864212	FUEL EXPENSE	82.69	2,100	1,436.17		
02	-5866212	FUEL EXPENSE	788.08	13,500	723.32		
02	-5866230	RECYCLING CENTER EXPENSE	151.09	4,600	1,955.63		
02	-5866306	CONTRACTED REFUSE SERVICES	149,413.61	1,680,000	192,167.33		
02	-5866307	CONTRACTED RECYCLE SERVICE	1,980.00	20,500	2,240.00-	Y	
02	-5871212	FUEL EXPENSE	73.62	1,850	230.66		
02	-5972212	FUEL EXPENSE	174.14	1,600	101.49		
02	-5973212	FUEL EXPENSE	1,400.81	14,400	905.37		
02	-5973304	LAB TESTING	1,640.71	34,600	5,056.06		
02	-5973316	REPAIRS & MAINTENANCE	123.58	38,500	7,628.11		
02	-5974203	REPAIRS & MAINT SUPPLIES	14,231.74	96,500	755.05		
02	-5974206	CHEMICALS	4,630.50	378,661	47,825.54		
02	-5974212	FUEL EXPENSE	465.35	20,300	1,582.76		
02	-5974316	REPAIRS & MAINTENANCE	215.23	61,296	4.02		
02	-5974328	INTERNET SERVICE	93.50	1,000	28.50-	Y	
02	-5975209	UTILITY MAINTENANCE SUPP.	8,128.96	32,500	9,245.54		
02	-5975211	WATER METERS	194.22	45,000	3,460.39		
02	-5975212	FUEL EXPENSE	3,493.05	46,550	2,715.22		
02	-5975230	SEWER MAIN REPAIR	82.26	44,171	7.72-	Y	
02	-5975328	INTERNET SERVICE	62.95	1,500	235.89		
03	-5876203	REPAIRS & MAINT SUPPLIES	50.00	2,700	470.64		
03	-5876212	FUEL EXPENSE	69.61	1,800	211.43-	Y	
05	-5218313	ELECTRIC UTILITY	160.66	1,400	369.78		
08	-5549212	FUEL EXPENSE	630.62	9,400	1,044.25		
08	-5549308	CONTRACT SERVICES	742.03	15,500	1,414.47		
09	-5864327	SUB TITLE D EXPENSE	189.98	80,000	8,264.11		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	11 -5220302	CONSULTANTS	4,648.50	38,020	41,651.70-	Y	
	27 -5655214	TOURISM EXPENSE	862.56	48,500	14,030.55		
	28 -5654202	OPERATING SUPPLIES	32.22	3,500	1,751.60		
	28 -5654203	REPAIR & MAINT SUPPLIES	485.72	20,000	4,549.66		
	28 -5654210	CONCESSION SUPPLIES	557.40	29,000	12,543.13		
	28 -5654212	FUEL EXPENSE	299.84	2,400	438.08		
	28 -5654308	CONTRACT SERVICES	338.91	4,500	479.24		
	28 -5654314	GAS UTILITY	3,226.76	16,000	13,012.88-	Y	
	28 -5654316	REPAIRS & MAINTENANCE	365.00	22,000	7,816.55		
	28 -5654328	INTERNET SERVICE	143.50	900	248.00-	Y	
	29 -5324202	OPERATING SUPPLIES	1,296.18	26,000	21,310.98		
	29 -5324212	FUEL EXPENSE	84.06	2,100	771.12		
	29 -5324315	TELEPHONE UTILITY	902.98	60,000	9,460.83		
	29 -5324316	REPAIRS-MAINTENANCE	80.00	1,800	1,487.76		
	29 -5324401	CAPITAL OUTLAY	2,403.33	30,714	4,277.37		
	30 -5211407	14 ST/69 HWY SWR EXTENSION	41,928.25	454,408	0.00		
	30 -5211408	ECON DEV-C130 AIRCRAFT PRO	11,292.00	147,780	134,197.35		
	32 -5215203	EXPENSE FOR PARKS (TREES)	32.00	0	4,961.75-	Y	
	35 -5862203	REPAIRS & MAINTENANCE SUPP	2,792.37	319,900	99,933.83		
	35 -5862205	PETROLEUM PRODUCTS	50.00	13,600	4,841.01		
	35 -5862212	FUEL EXPENSE	407.80	9,081	4,178.08		
	42 -5321401	CAPITAL OUTLAY	35,727.21	33,000	873.46-	Y	
	** 2012-2013 YEAR TOTALS **		444,134.67				

NO ERRORS

** END OF REPORT **

PACKET: 09655 CLAIMS FOR 5/28/2013

VENDOR SET: 01

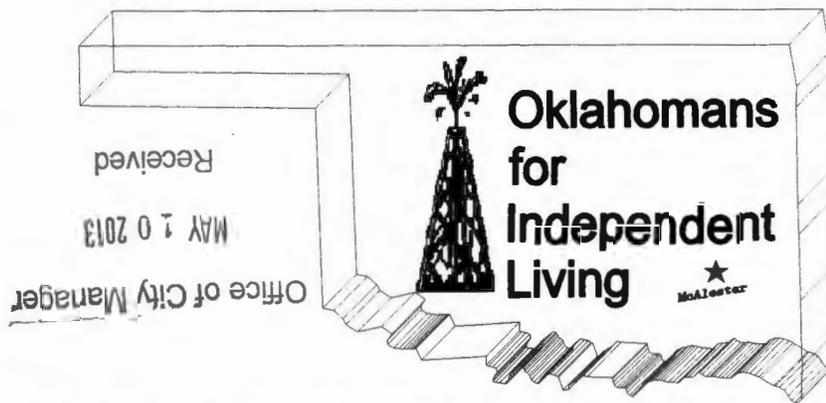
BANK : FNB FIRST NATIONAL BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2013	94,191.24CR
02	5/2013	240,143.94CR
03	5/2013	119.61CR
05	5/2013	160.66CR
08	5/2013	1,372.65CR
09	5/2013	189.98CR
11	5/2013	4,648.50CR
27	5/2013	862.56CR
28	5/2013	5,449.35CR
29	5/2013	4,766.55CR
30	5/2013	53,220.25CR
32	5/2013	32.00CR
35	5/2013	3,250.17CR
42	5/2013	35,727.21CR
=====		
ALL		444,134.67CR

Center for Independent Living
ADvantage Case Management
Independent Living Services
Community Integration
Transportation
Employment
Recreation



601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

May 1, 2013

Mayor Steve Harrison
P.O. Box 578
Municipal Building
McAlester, OK 74502

Dear Mayor Harrison,

During the months of January, February and March, the Oklahomans for Independent Living (O.I.L) provided transportation to 89 individuals. The individuals took a total of 1,377 trips. O.I.L transported to 171 different locations including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, Social Security, Goodwill, Shared Blessings, utility companies, grocery stores, Wal-Mart, restaurants, theater, and a variety of other sites.

Costs for the Transportation Program for the 3 month period are as follows:

Drivers	\$ 6,177
Fringe Benefits	1,264
Fuel	1,429
Maintenance	156
Insurance/fees	250
Occupancy/Phone/Supplies	<u>700</u>
	\$ 9,976

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 700 individuals each month. O.I.L. provided information and referral on disability related issues on 340 requests.

Individual advocacy and systemic was provided on disability related issues that concern civil rights, housing, mental health, environmental modifications, the Americans with Disabilities Act, employment, and program access.

Peer support activities included individual counseling and group activities. 447 individuals participated in 24 peer support and community integration activities. These

events also included the ADA Rights, Annual Valentine Dance, Special Olympics Trials, St. Patrick's Breakfast, Pancake Breakfast for Special Olympics, Disability Awareness Day at Oklahoma City Capital, Brain Injury Support Groups, Community Meetings and Group Socials.

Independent living skills training was provided to 4 individuals in the forms of money management, reading, computer skills training, etc.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 9 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 51 individuals at risk of nursing home placement. O.I.L. assisted 1 individual in moving out of a nursing facility and into the community with high potential. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement.

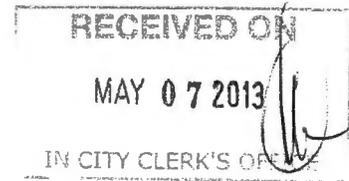
OIL appreciates the City of McAlester support and its commitment to the community integration and involvement of people with disabilities.

Sincerely,



Pam Pulchny,
Executive Director

Cc Peter Stasiak, City Manager



April 19, 2013

Honorable Mayor and Members of the City Council
City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of McAlester (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of McAlester management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of McAlester contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of McAlester are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance

Services Related to the Compilation of Annual Financial Statements

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with the applicable financial reporting framework defined below.

Applicable Financial Reporting Framework

In regards to the applicable financial reporting framework to be used in the compilation of the annual financial statements, it is our understanding that:

- a. Management has elected to present the annual financial statements in accordance with *accounting principles generally accepted in the United States of America*.
- b. Management understands the applicable financial reporting framework and has taken the necessary steps to determine that it is an appropriate and acceptable framework for meeting its financial reporting needs.
- c. While management ultimately intends to use the audited financial statements for general use, management intends for these compiled financial statements to be used solely for providing such statements to the City's external financial statement auditor for their use in conducting the financial statement audit. Therefore, such compiled financial statements will be restricted for management's use only.

Crawford & Associates' Responsibilities

We will compile, from information you provide, the annual financial statements of the financial reporting entity of the City of McAlester as of and for the year ended June 30, 2013. Such financial statements will include the following to the extent they apply to the applicable financial reporting framework defined above:

- a. Management's Discussion and Analysis
- b. Basic Financial Statements
- c. Required Supplementary Information
- d. Other Supplementary Information (to the extent management elects to include)

We will disclose to you any known and uncorrected departures from the applicable financial reporting framework identified in the compilation of the annual financial statements.

We are responsible for conducting the engagement in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (AICPA) that are applicable to compiled financial statements that are not intended for use by third parties.

The compilation engagement services will result in compiled annual financial statements that are restricted as to use by management solely for the purpose of providing such compiled financial statements to the external auditor for the conduct of the annual financial statement audit. As provided for in the AICPA's Standards for Accounting and Review Services for compilations not expected to be used by third parties, we will not issue a compilation report in conjunction with these compiled financial statements, and instead, we will use this engagement letter as documentation and confirmation of your understanding of the services to be performed and the limitations on the use of the compiled financial statements. As such, we will follow the applicable AICPA guidance and mark each page of the compiled financial statements as "Restricted for Management's Use Only".

Management's Responsibilities

In conjunction with the compilation of the annual financial statements, management is responsible for:

- a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework as defined above, including all necessary informative disclosures;
- b. designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements;
- c. preventing and detecting fraud;
- d. identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- e. making all financial records and related information available to us.

Limitations of a Compilation

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit.

Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

The financial statements will not be accompanied by an accountant's report and are for management's use only and are not to be used by a third party. Your external financial statement auditor is not considered a third party for these purposes.

Management's Acknowledgements

In regards to the compilation of the annual financial statements, by signing this engagement letter, management acknowledges its understanding and acceptance of the following:

- a. That the nature and limitations of the compilation services and the restricted use of such financial statements only by the external auditor in conjunction with the financial statement audit;
- b. That a compilation is limited to presenting, in the form of financial statements, information that is the representation of management; and the work performed by Crawford & Associates in compiling the annual financial statements cannot be relied upon to disclose errors, fraud, or illegal acts;
- c. That the financial statements will not be audited by Crawford & Associates and no opinion or any other form of assurance on the financial statements will be provided in conjunction with the compilation;
- d. That management has knowledge about the nature of the procedures to be applied and the applicable financial reporting framework and assumptions to be used in the preparation of the financial statements;

- e. That the compiled financial statements are not to be used by any third parties for any purpose (the financial statement auditor is not considered to be a third party); and
- f. That management is ultimately responsible for the fair presentation of the financial statements and management will make such representations to the external auditors.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the compilation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

In conjunction with any services provided related to the preparation of the City's annual budget, such services will be limited to providing management with assistance and guidance in preparing its draft budget document for management's submission and presentation to the governing body, including assistance with the development of draft budget document forms. Management will be responsible for determining all budget amounts and projections, and our services will be limited to assisting management in the preparation and assembly of management's draft budget document. Management will also be responsible for submitting and presenting their proposed budget to the governing body. Our services with regards to budget assistance will not involve a compilation or submission of a budget document in the form of forecasted financial statements pursuant to the attestation standards of the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the compilation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman \$200
- Firm President \$200
- Shareholders \$150
- Consulting Managers \$135
- Accounting & Consulting Staff \$95
- Clerical Staff \$30

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

The City agrees to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide the City with an estimated range of fees and expenses upon request.

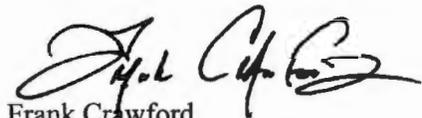
The term of this engagement is a period from July 1, 2013 through June 30, 2014. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of McAlester.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of McAlester:

By: _____

Title: _____

Date: _____

RECEIVED ON
MAY 15 2013
IN CITY CLERK'S OFFICE

**AGREEMENT FOR THE PARTIAL FUNDING OF THE 2013
JUNIOR SUNBELT CLASSIC**

THIS AGREEMENT is made by and entered into by and between the **CITY OF McALESTER, OKLAHOMA**, acting herein by and through its governing body (hereinafter called "City") and **McALESTER PUBLIC SCHOOLS** acting herein by and through its duly authorized representatives (hereinafter called "School").

WHEREAS, the City and School desire to enter into this Agreement pursuant to the Interlocal Cooperation Act (74 O.S.1001); and

WHEREAS, the City and School desire to use government assets in a efficient and effective manner for the benefit of both parties; and

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the "2013 Junior Sunbelt Baseball Classic", which is scheduled for the week of June 7 through 12, 2013.

NOW THEREFORE, City and School enter into Agreement and agree as follows:

1. **City.** The City agrees to contribute, after being properly invoiced by the School, fifteen thousand dollars (\$15,000) for the partial cost of umpire fees and motel expenses for the Sunbelt Classic.
2. **School.** The School agrees to provide the City with a detailed report accounting for the City contribution by no later than August 15, 2013. Further, the School agrees to remit, at the time the School issues its detailed report, any City monies not spent for the purposes outlined in number one.
3. **Term and Termination.** The term of this Agreement shall be from June 1, 2013 until September 1, 2013.
4. **Miscellaneous Provisions:**
 - a. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
 - b. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason to be held invalid, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement is executed on this _____ day of May, 2013.

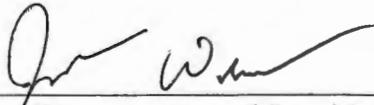
CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

McALESTER PUBLIC SCHOOLS

By: 
Janet Wansick, Board President

ATTEST:



Mike Sossamon, Clerk of the Board



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 28, 2013</u>	Item Number:	<u>1</u>
Department:	<u>Planning & Community Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Jennifer Santino, Code Enforcement Officer</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>May 20, 2013</u>	Exhibits:	<u>(7) See Below</u>

Subject

TABLED FROM PREVIOUS MEETING - Consider and act upon Final Plat for "Royal Oaks".

Recommendation

Motion to approve the Final Plat for the proposed subdivision "Royal Oaks" and authorize the Mayor to sign the documents.

Discussion

The applicant is requesting approval of the Final Plat for the proposed subdivision "Royal Oaks", a subdivision that will have 37 single family residential homes. The McAlester Planning and Zoning Commission met on April 16, 2013 and voted unanimously to recommend approval of Final Plat. The following documents are attached for your reference:

1. Planning and Zoning Staff Report
2. Planning and Zoning minutes April 16, 2013
3. Plat of Subdivision "Royal Oaks"
4. Final Plat Requirements worksheet
5. Legal description and map
6. Land Development Code Section 62-368 (Variations and Exceptions)
7. Planning and Zoning minutes May 22, 2013

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>05/20/13</u>

City of McAlester

Planning and Community Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



DATE: April 8, 2013

TO: Planning Commission Members

FROM: Pete Stasiak, City Manager

RE: Proposed Subdivision – “Royal Oaks”

The Subdivision Review Committee met on March 27, 2013 to review and discuss the final plat and design of the proposed subdivision to be known as:

Name: “Royal Oaks”

Location: See Attached Legal and Map

Size: 38 Single Family Residential Building Lots

Developer: Dave Grantham

Present for the Subdivision Review Committee meeting where as follows:

- Pete Stasiak, City Manager
- John Modzelewski, City Engineer/Public Works Director
- Richard Cotton, Senior Engineering Tech.
- Cliff Pitner, Engineering Inspector
- Darrell Miller, Assistant Police Chief
- Charley Gilbertson, Plumbing Inspector
- George Estrada, Building Inspector
- Dave Grantham, Developer
- Andrew Scherman, Engineer for Developer
- Jennifer Santino, Code Enforcement Officer

The Subdivision Review Committee reviewed the final Plat & design and recommended that changes be made to the final design before being presented to the Planning Commission for approval. The final plat and design was submitted on April 2, 2013 and was reviewed by each department that requested changes to the design. All changes were made and it is recommended that the final Plat be presented to the Planning Commission for approval.

Attached: Final Plat of Subdivision “Royal Oaks”

Legal Description and Map

Letter from owner of A-1 Minis Storage granting emergency access

Final Plat Requirement worksheet

McAlester Planning Commission Minutes

Tuesday, April 16, 2013

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:30 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 9

Mark Emmons

John McNally

Denise Lewis

Susan Kanard

Karl Scifres

Ross Eaton

Robert Way

Justin Few

Harvey Bollinger (late)

Commissioners Absent: 2

Primus Moore

Karen Stobaugh

Item 2 Approval of the Minutes from February 19, 2013

A motion made by John McNally was seconded by Robert Way to accept the minutes as written.

The vote was 8-0:

Aye: McNally, Lewis, Kanard, Scifres, Eaton, Way, Few, Emmons
(Bollinger was not present at time of vote)

Motion carried.

GENERAL BUSINESS:

Item 3 Discussion and Action of final Plat for "Royal Oaks"

Pete Stasiak, City Manager, gave the staff report. Mr. Stasiak stated David Grantham, Developer of "Royal Oaks", and Andrew Sherman, engineer for the project, were present to answer any questions that the Commission may have. "Royal Oaks" has 38 lots, 37 which are buildable for single family housing. Mr. Stasiak said the Sub-Division Review Committee met on March 27, 2013 to discuss the final Plat and design. The final plat and design do meet all requirements and there is a drainage report on file that verifies this project meets or exceeds all requirements. Staff does recommend approval of final Plat.

Commissioner Emmons asked if Mr. Grantham or Mr. Sherman if they would like to speak. Neither did.

A motion made by Commission Member McNally was seconded by Commission Member Scifres to accept the final Plat as presented and forward the recommendation to the City Council for Approval.

With no further discussion the vote was 9-0 as follows:

AYE: Lewis, Kanard, Scifres, Bollinger, Eaton, Way, Few, McNally, Emmons
NAY: None

Motion carried.

Item 4 New Business

There was no new business.

Item 5 Staff Report

Mr. Stasiak gave the Commission and updated list showing the number of building permits for March and gave an update on annexations.

Item 6 Commission Report

There was no Commission Report.

Item 7 Adjournment

A motion was made adjourn the meeting at 6:40.

There were no objections.

Motion carried.

Approved: _____
DATE

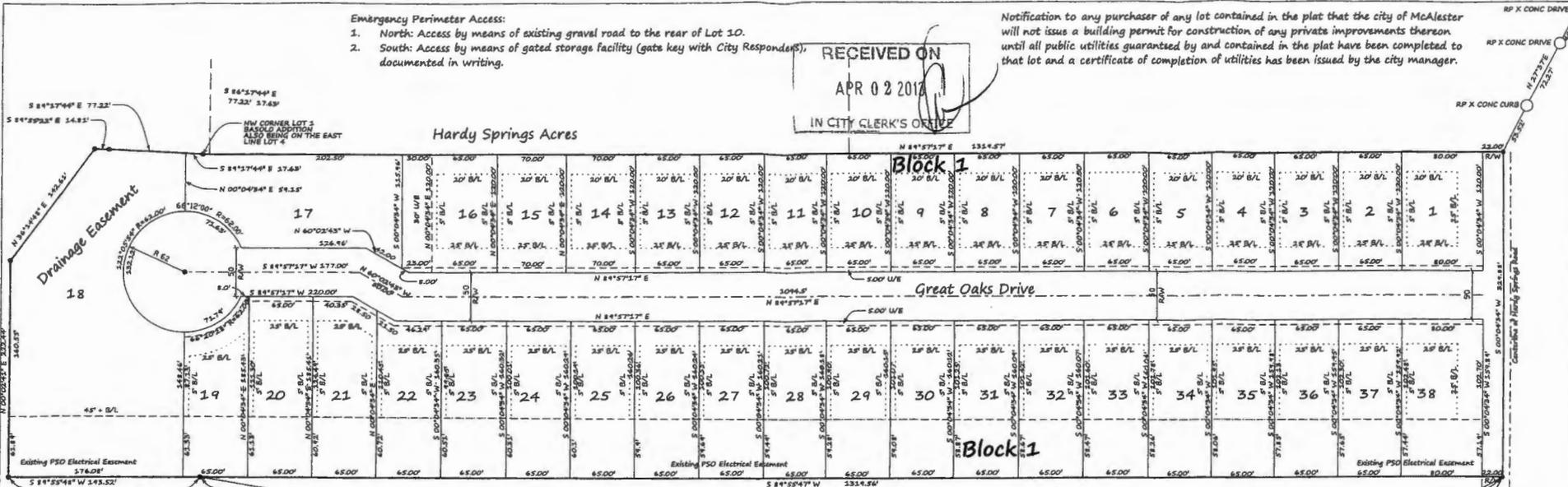
By: _____
COMMISSIONER

Emergency Perimeter Access:

1. North: Access by means of existing gravel road to the rear of Lot 10.
2. South: Access by means of gated storage facility (gate key with City Responders), documented in writing.

Notification to any purchaser of any lot contained in the plat that the city of McAlester will not issue a building permit for construction of any private improvements thereon until all public utilities guaranteed by and contained in the plat have been completed to that lot and a certificate of completion of utilities has been issued by the city manager.

RECEIVED ON
APR 02 2013
IN CITY CLERK'S OFFICE



Plat of Royal Oaks Subdivision
To the City of McAlester
Pittsburg County, State of Oklahoma

Legal Description

LOT 1, IN BASOLO ADDITION TO THE CITY OF McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH ALONG WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 (GROUND N 0°04'24" E A DISTANCE OF 330.46 FEET); THENCE EAST ALONG NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1 (GROUND N 89°57'17" E A DISTANCE OF 1319.57 FEET); THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 2 (GROUND S 0°04'38" W A DISTANCE OF 529.88 FEET); THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING (GROUND S 89°55'47" W A DISTANCE OF 1319.56 FEET);

AND

A TRACT OF LAND IN LOT 4 (ALSO DESCRIBED AS THE SW¼SW¼) OF SECTION 18 TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, IN THE CITY OF McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 (SAID POINT IS ALSO THE SOUTHWEST CORNER OF LOT 1, BASOLO ADDITION TO THE CITY OF McALESTER); THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 393.52 FEET TO A POINT (GROUND S 89°55'48" W A DISTANCE OF 1,333.52 FEET); THENCE N 00°14'38" E A DISTANCE OF 219.67 FEET TO A POINT (GROUND N 0°02'41" E A DISTANCE OF 222.44 FEET); THENCE S 36°50'38" E A DISTANCE OF 143.40 FEET TO A POINT (GROUND N 36°14'48" E A DISTANCE OF 152.61 FEET); THENCE S 89°55'24" E A DISTANCE OF 14.82 FEET TO A POINT (GROUND S 87°32'06" E A DISTANCE OF 14.81 FEET); THENCE EASTERLY IN A STRAIGHT LINE TO A POINT 3.94 FEET WEST OF THE SOUTHWEST CORNER OF LOT 1, HARDY SPRINGS ACRES, SAID POINT BEING ON THE EAST LINE OF SAID LOT 1 (GROUND S 86°17'44" E A DISTANCE OF 94.85 FEET); THENCE SOUTH ALONG THE EAST LINE OF LOT 4 (AKA THE WEST LINE OF SAID LOT 1, BASOLO ADDITION TO McALESTER) (GROUND S 0°04'24" W A DISTANCE OF 330.46 FEET TO THE POINT OF BEGINNING.

D G DEVELOPERS LLC, owner of the described property hereby certify that we have caused the same to be platted and subdivided into Lots and Blocks, with easement reservations in conformity with the plat herein contained which plat is hereby adopted as the official plat under the name "Royal Oaks" and furthermore that all Rights of Ways and Easements are dedicated to the City of McAlester for public use.

David A. Grantham Andrew Scherman, P.E. (25186) 918-820-2288

PLANNING COMMISSION
I hereby certify that this action was approved by the
McAlester Planning Commission
on the _____ day of _____, 2013.

Chairman

CITY OF McALESTER APPROVAL
I hereby certify that this action was approved
by the McAlester City Council on the
_____ day of _____, 2013.

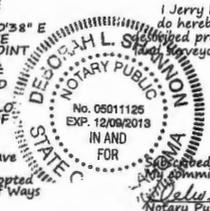
Mayor

City Clerk

SURVEYORS CERTIFICATE

I, Jerry Perry, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have accurately staked and platted the hereon described property in accordance with the Oklahoma minimum standards for Registered Surveyors. Witness my hand and seal this 1st day of April, 2013.

Jerry Perry, PLS 1073



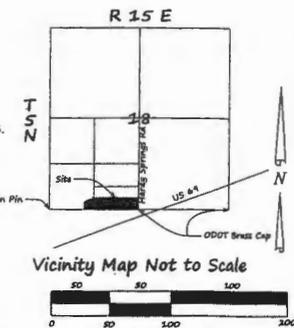
Subscribed and sworn to before me this 1st day of April, 2013.
My commission expires 12/09/2013
Notary Public

TREASURERS CERTIFICATE
I hereby certify that as to all real estate involved in this plat,
all taxes have been paid for _____ as reflected by the current
tax rolls and security has been provided for taxes
not as yet certified by me.
Signed the _____ day of _____, 2013.

Pittsburg County Treasurer

CERTIFICATE OF COUNTY CLERK
This actions has been filed in the office of the County Clerk,
Pittsburg County, Oklahoma this _____ day of _____, 2013.
Book _____, Page _____

County Clerk



Client: Dave Grantham Royal Oaks Subdivision (9th St) McAlester, OK 74501	Plat	SC0018
Scale: 1" = 50'	Date: 03-APR-2013	43



FINAL PLAT REQUIREMENTS FOR ROYAL OAKS

Drafting. The final plat shall be drawn at a scale of 100 feet to the inch from an accurate survey and on sheets whose dimensions are 21 inches by 33 ½ inches between borderlines. On the first sheet of every plat there shall be a key map showing the location of the subdivision referenced to government survey section lines and major streets. If more than two sheets are required for the plat, the key map shall show the number of the sheet for each area. A border of one-half inch surrounding the sheet shall be left blank at the top, bottom, and right-hand side, and a margin of two inches at the left side for binding purposes.

Assigned

Dept. _____ Date _____

The location and description of all section corners and permanent survey monuments in or near the tract, to at least one of which the subdivision shall be referenced.

Comments: _____

Completed

Dept. _____ Date _____
ENG. _____ 3/27/13

The length of all required lines dimensioned in feet and decimals thereof, and the value of all required true bearings and angles dimensioned in degrees and minutes, as hereafter specified.

Comments: _____

_____ The boundary lines of the land being subdivided fully dimensioned by lengths and bearings, and the location of boundary lines of adjoining lands, with adjacent subdivisions identified by official names. ENG. 3/27/13
RLC

Comments: _____

_____ The lines if all proposed streets fully dimensioned by lengths and bearings or angles. ENG. 3/27/13
RLC

Comments: _____

_____ The lines of all proposed alleys. Where the length and/or direction of an alley is not readily discernible from data given for lot and block lines, the length and/or bearing shall be given.

Comments: _____ N/A _____

_____ The widths, and names where appropriate of all proposed streets and alleys, and of all adjacent streets, alleys and easements which shall be properly located. ENG. 3/27/13
RLC

Comments: _____

The lines of all proposed lots fully dimensioned by lengths and bearings or angles, except that where a lot line meets a street line at right angles, the angle or bearing Value may be omitted.

ENG RLC 3/27/13

Comments: _____

The outline of any property which is offered for dedication to public use fully dimensioned by lengths and bearings, with the area marked "Public".

ENG RLC 3/27/13

Comments: _____

The blocks numbered consecutively throughout the entire subdivision and the each block, with areas to be excluded from platting marked "Reserved" or "Not a Part."

ENG RLC 3/27/13

Comments: _____

The location of all building lines, setback lines, and easements for public services or utilities with dimensions showing their location.

ENG RLC 3/27/13

Comments: _____

_____ The radii, arcs, points of tangency, points of intersection and central angles for curvilinear streets and radii for all property returns. ENG 3/27/13
RLC

Comments: _____

_____ The proper acknowledgments of owners and the consent by the mortgagee to plat restrictions. ENG 3/27/13
RLC

Comments: _____

_____ *The following which shall be made and shown on the ^{MYLAR}~~cloth tracing~~:*
(a) Owner's certificate and dedication, signed. ENG. 3/27/13
RLC

Comments: _____

_____ (b) Certificate of survey, executed with registered engineer's or registered Surveyors seal. ENG. 3/27/13
RLC

Comments: _____

_____ (c) Certificate for release of mortgage for any portion dedicated to the public. _____

Comments: _____ N/A _____

_____ (d) Reference to any separate instruments, including restrictive covenants, _____
filed in the office of the county reoder of deeds which directly affect
the land being subdivided.

Comments: _____ N/A _____

_____ (e) Certificate of planning commission approval. _____ ENG. 3/27/13
RLC

Comments: _____

_____ (f) Certificate of city council acceptance of ways, easements and public _____ ENG. 3/27/13
land dedications. _____ RLC

Comments: _____

_____ (g) Treasurer's certificate.

ENL RLC 3/27/13

Comments: _____

A title which shall include:

_____ (a) Name of the subdivision.

ENL RLC 3/27/13

Comments: _____

_____ (b) Name of city, county and state.

ENL RLC 3/27/13

Comments: _____

_____ (c) Location and description of the subdivision referenced to section,
range and township.

ENL RLC 3/27/13

Comments: _____

_____ A notification to any purchaser of any lot contained in the plat that the city will not issue a building permit for construction of any private improvements thereon until a public utilities guaranteed by and contained in the plat have been completed to that lot and certificate of completion of utilities has been issued by the city manager.

ENJG 3/27/13
RLC

Comments: _____

_____ The plan for staged development of any utilities not to be constructed as an entire unit (i.e., phased construction of streets, sewers, waterlines, and/or storm drainage).

ENJG 3/27/13
RLC

Comments: _____

DEVELOPER WILL MOST LIKELY DO UTILITIES AND
ROADS AT ONE TIME (PER DEVELOPER - D. GRANTHAM)

_____ A separate instrument reflection the restrictive covenants imposed on the subdivision, provided that said restrictive covenant shall not be in violation of any applicable law of the United States.

Comments: _____

N/A

Legal Description "Royal Oaks"

LOT 1, IN BASOLO ADDITION TO THE CITY OF McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 (GROUND N 0°04'24" E A DISTANCE OF 330.46 FEET); THENCE EAST ALONG NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1 (GROUND N 89°57'17" E A DISTANCE OF 1319.57 FEET); THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1 (GROUND S 0°04'34" W A DISTANCE OF 329.88 FEET); THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING (GROUND S 89°55'47" W A DISTANCE OF 1319.56 FEET);

AND

A TRACT OF LAND IN LOT 4 (ALSO DESCRIBED AS THE SW¼ SW¼) OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, IN THE CITY OF McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 (SAID POINT IS ALSO THE SOUTHWEST CORNER OF LOT 1, BASOLO ADDITION TO THE CITY OF McALESTER); THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 193.52 FEET TO A POINT (GROUND S 89°55'48" W A DISTANCE OF 193.52 FEET); THENCE N 00°14'38" E A DISTANCE OF 219.67 FEET TO A POINT (GROUND N 0°02'41" E A DISTANCE OF 222.44 FEET); THENCE N 36°50'38" E A DISTANCE OF 141.40 FEET TO A POINT (GROUND N 36°14'48" E A DISTANCE OF 142.61 FEET); THENCE S 89°55'22" E A DISTANCE OF 14.81 FEET TO A POINT (GROUND S 87°32'06" E A DISTANCE OF 14.81 FEET); THENCE EASTERLY IN A STRAIGHT LINE TO A POINT 3.94 FEET WEST OF THE SOUTHWEST CORNER OF LOT 7, HARDY SPRINGS ACRES, SAID POINT BEING ON THE EAST LINE OF SAID LOT 4 (GROUND S 86°17'44" E A DISTANCE OF 94.85 FEET); THENCE SOUTH ALONG THE EAST LINE OF LOT 4 (AKA THE WEST LINE OF SAID LOT 1, BASOLO ADDITION TO THE CITY OF McALESTER) (GROUND S 0°04'24" W A DISTANCE OF 330.46 FEET TO THE POINT OF BEGINNING.



Google earth



McAlester Planning Commission Minutes

Wednesday, May 22, 2013

City Council Chambers

5:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 5:32 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 9

Mark Emmons

Ross Eaton

Karl Scifres

Harvey Bollinger

Robert Way

Justin Few

Primus Moore

Karen Stobaugh

John McNally

Commissioners Absent: 2

Susan Kanard

Denise Lewis

GENERAL BUSINESS:

Item 2 Request for Variance to the Land Development Code Section 62-397 (9-b) for the subdivision "Royal Oaks"

Commissioner Emmons explained the reason for the special meeting was to clear up the question of a 50 foot ROW with a 10 foot utility easement for the Royal Oaks subdivision. Land Development Code Section 62-397 (9-b) states that all street right-of-way widths for minor streets shall be 60 feet. Commissioner Emmons stated that although the Planning Commission approved the plat with the 50 ft. ROW & 10 ft. utility easement there was not 9 voting members of the Planning Commission at the meeting. For the Planning Commission to grant an exception to subdivision regulations under Section 62-368, there must be $\frac{3}{4}$ vote of the regular membership.

Pete Stasiak, City Manager, stated that staff recommends approval of the variance for a 50 foot ROW with a 10 foot utility easement.

Commission Member Scifres made a motion that was seconded by John McNally to grant the variance of the 50 foot ROW with a 10 foot utility easement.

The vote was 9-0 as follows:

AYE: McNally, Scifres, Moore, Bollinger, Stobaugh, Eaton, Way, Few, Emmons

NAY: None

Motion carried

The Planning Commission may grant modifications under Land Development Code Section 62-368 (Variations and exceptions):

Whenever the tract to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of the requirements contained in this article would result in substantial hardship or inequity, the planning commission may vary or modify, except as otherwise indicated, such requirements of design, but not of procedure or improvements, so that the subdivider may develop his property in a reasonable manner but so, at the same time, the public welfare and interests of the city are protected and the general intent and spirit of this article preserved. Such modification may be granted upon written request of the subdivider stating the reason(s) for each modification and may be waived by three-fourths vote of the regular membership of the planning commission, subject to the acceptance of the plat and the dedications thereon by the city council.

(Ord. No. 1492, § 3Cart. V, § 1), 7-27-76)



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 2
Department: City Manager
Prepared By: Peter Stasiak, City Manager Account Code: _____
Millie Vance, Grant Writer
Date Prepared: May 20, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon Adopting Citizen's Participation Plan for FY-2013 CDBG Project.

Recommendation

Motion to approve Citizen's Participation Plan for FY-2013 CDBG Project.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		PK	05/20/2013
City Manager	P. Stasiak		05/20/2013

CITY OF McALESTER CITIZEN PARTICIPATION PLAN

The **City of McAlester** intends to implement a citizen participation program for its 2013 application process to accomplish the following objectives:

Provide for and encourage citizen participation, particularly by low and moderate income of persons who reside in areas where CDBG funds are proposed to be used.

This will be accomplished by:

1. Providing frequent and timely public notice of CDBG program activities in the local newspaper or by posting at the City Hall.
2. Adopting a comprehensive CDBG Statement of Needs.
3. Conducting a Public Hearing to inform citizens of the proposed 2013 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Board meeting.

Ensure that citizens will be given reasonable and timely access to local meetings, information and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
2. The range of activities that may be undertaken with those funds.
3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.
4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the Community in accordance with Section 104(d)(1) and (2) of the Act.
5. The basis on which the **City of McAlester** may provide technical assistance to group's representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the **City of McAlester** and does not necessarily include providing funding to such groups.

6. This requirement will be accomplished by discussing the CDBG proposal during regular Board meetings and in one public hearing prior to the submittal of the **City of McAlester's** 2013 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2013 CDBG process will be maintained in the City Hall of the **City of McAlester** by the Clerk and will be available upon request for review by the public. A brief summary of the proposed 2013 CDBG project will be available for public review after the Council has made its final selection.

Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other at the end of the grant period if the **City of McAlester** receives funding that discusses the **City of McAlester's** accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped.

This requirement will be met through scheduling a Public Hearing to discuss the **City of McAlester** 2013 CDBG proposal. At this hearing the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the local newspaper or by posting at the City Hall. The hearing will be held in the early evening so that citizens who work may attend. A second hearing will be held at the end of the grant period if the **City of McAlester** is funded in 2013 CDBG process.

Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate.

The **City of McAlester** does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the **City of McAlester's** funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the **City of McAlester's** 2013 CDBG application process is believed by the Community to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

Provide the place, telephone number and times when citizens are able to submit written complaints or grievances and the process the Community will use to provide a timely, written response to such complaints or grievances.

Citizens with comments or grievances on the 2013 CDBG process may submit them in writing or in person at the City Hall during regular business hours or may call **(918) 423-9300**. The City will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the **City of McAlester** City Council accepts the responsibility for implementing its provisions. The City Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2013 CDBG program.

Adopted this **28th** day of May, **2013**, by the **City Council of the City of McAlester**.

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

(City Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 3
Department: City Manager
Peter Stasiak, City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: May 20, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

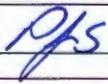
Consider and act upon Adopting Resolution to Apply for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

Recommendation

Motion to approve adopting the resolution to Apply for the FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PK	05/20/2013
City Manager	P. Stasiak 	05/20/2013

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2013 SMALL CITIES PROGRAM**

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of McAlester (Unit of Government) is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the (Governing Body) City Council that the City of McAlester (Government Subdivision) desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City Council (Governing Body) that the City of McAlester (Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of McAlester (Government Subdivision) is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 28th day of May, 2013, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Steve Harrison, Mayor
(Type) Name and Title of Chief Elected Official _____ Date _____

Signature of Chief Elected Official _____ (S E A L)

Attest:
Subscribed and sworn to before me _____, 20____ My commission
expires _____, 20____. Commission No. _____

Clerk Signature



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 4
Department: City Manager
Peter Stasiak, City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: May 20, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

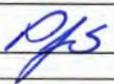
Consider and act upon Adopting a Resolution to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

Recommendation

Motion to approve to Leverage (Matching) funds for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		PK	05/20/2013
City Manager	P. Stasiak		05/20/2013

RESOLUTION ON LEVERAGED FUNDS

Whereas, the **City of McAlester** is applying for CDBG funds from the Oklahoma Department of Commerce (ODOC); and

Whereas, the **City of McAlester** commits leveraged funds in the FY-13 grant application to ODOC and has these funds available for the water line project;

Now therefore, the **City of McAlester** does designate the following source of leveraged funds:

<u>SOURCE</u>	<u>AMOUNT</u>
City of McAlester (for admin, engineering, inspection & construction costs)	\$72,798.50
TOTAL	\$72,798.50

This resolution adopted on this 28th day of May, 2013, by the City Council of the **City of McAlester**.

Steve Harrison, Mayor

Typed Name and Title

Signature of Mayor

Attest: **Cora Middleton, City Clerk**

(Seal)

 MEHLBURGER BRAWLEY	Opinion of Probable Construction Cost	
	City of McAlester	
	May 2, 2013	
	Page 1 of 1	Project # TBD

2013 CDBG Water Improvements

Project # 1: West Street, From County Jail to Short Stonewall

Item	Description	Unit	Qty	Unit Price	Total Price
1	6" AWWA C900 DR 18 PVC Water Main	Linear Foot	450	\$ 40.00	\$ 18,000.00
2	6" Gate Valves	Each	2	\$ 1,600.00	\$ 3,200.00
3	Connection to Existing 6" water Main	Each	1	\$ 3,500.00	\$ 3,500.00
4	Connection to Existing 4" Water Main	Each	1	\$ 3,250.00	\$ 3,250.00
5	New Fire Hydrant Assembly	Each	1	\$ 3,500.00	\$ 3,500.00
6	Short Water Service Reconnection	Each	2	\$ 1,000.00	\$ 2,000.00
7	Long Water Service Reconnection including road bores	Each	0	\$ 1,500.00	\$ -
7	Concrete Street Crossing Repair	Linear Foot	40	\$ 80.00	\$ 3,200.00
8	Asphalt Street Crossing Repair	Linear Foot	135	\$ 80.00	\$ 10,800.00
Construction Sub Total					\$ 47,450.00

Project # 2: Birch Street from Park Ave to Townsend Ave.

Item	Description	Unit	Qty	Unit Price	Total Price
1	6" AWWA C900 DR 18 PVC Water Main	Linear Foot	760	\$ 40.00	\$ 30,400.00
2	6" Gate Valves	Each	3	\$ 1,600.00	\$ 4,800.00
3	Connection to Existing 6" water Main	Each	2	\$ 3,500.00	\$ 7,000.00
4	Connection to Existing 4" Water Main	Each	1	\$ 3,250.00	\$ 3,250.00
5	New Fire Hydrant Assembly	Each	2	\$ 3,500.00	\$ 7,000.00
6	Short Water Service Reconnection	Each	4	\$ 1,000.00	\$ 4,000.00
7	Long Water Service Reconnection including road bores	Each	5	\$ 1,500.00	\$ 7,500.00
8	Asphalt Street Crossing Repair	Linear Foot	100	\$ 80.00	\$ 8,000.00
Construction Sub Total					\$ 71,950.00
Total Construction Estimate					\$ 119,400.00
Engineering Fees					\$ 14,200.00
Resident Project Representative Fee					\$ 5,800.00
ODEQ Construction Permit Fee					\$ 349.50
CDBG Administration Fee					\$ 5,820.00
Total Project Cost					\$ 145,569.50

The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from these estimated costs.

Proposed Project Funding	
2013 CDBG Grant	\$ 72,771.00
City of McAlester Cash Match	\$ 72,798.50
Total Funds	\$ 145,569.50



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 5
Department: City Manager
Peter Stasiak, City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: May 20, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon Adopting a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

Recommendation

Motion to approve a Residential Anti-Displacement Plan for FY-2013 CDBG Small Cities Grant, Proposed Water Line Project.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		PK	05/20/2013
City Manager	P. Stasiak	<i>PJS</i>	05/20/2013

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The **City of McAlester** will undertake community development activities (Water Line Project) funded through the Oklahoma Department of Commerce CDBG Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the **City of McAlester** in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the **City of McAlester** will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
2. A time schedule for commencement and completion of the demolition or conversion;
3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with the housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the **City of McAlester** will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

City of McAlester

By: _____
Steve Harrison, Mayor

Date: _____

ATTEST

Cora Middleton, Clerk

(Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 6
Department: City Manager
Peter Stasiak, City Manager
Prepared By: Millie Vance, Grant Writer Account Code: _____
Date Prepared: May 20, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon Adopting a Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project.

Recommendation

Motion to approve a Contract with Millie Vance Incorporated to prepare FY-2013 CDBG grant application and administer project.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		PK	05/20/2013
City Manager	P. Stasiak		05/20/2013

CONTRACT FOR ADMINISTRATIVE SERVICES

The **City of McAlester** hereafter referred to as **City**, and **Millie Vance Incorporated** hereafter referred to as **Contractor**, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the ____ day of _____, 2013, and shall be in effect through the ____ day of _____, 2014. The contract period may be extended by mutual agreement of both parties. The contract is null and void if the City does not receive 2013 CDBG grant funds.

I. SCOPE OF SERVICES

The **Contractor** agrees to perform administrative consulting services as specified in **Administrative Responsibilities, Attachment 2 of CDBG Requirement 402 , (hereby attached to this contract)**, of the CDBG Implementation Manual for the purpose of carrying out the Community Development Block Grant (CDBG) project:

Project Name: 2013 Small Cities CDBG Water Line Project

II. COMPENSATION AND METHOD OF PAYMENT

The **City** agrees to pay the **Contractor**, as compensation for administrative consulting services, a total sum not to exceed **\$5,820**. Reimbursement for each service listed shall not exceed the completion percentage of the service provided.

III. GENERAL TERMS AND CONDITIONS

A. **Subcontract Notification Provision:** None of the work and services covered by this contract may be subcontracted without the written consent of the **City**. In no event will any subcontract incur any obligation on the part of the **City**.

B. **Modification:** This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.

C. **Interpretation, Remedies:**

1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree, in writing, to utilize an outside mediator to assist the parties to come to an agreement.
2. Neither forbearance nor payment by the **City** shall be construed to constitute waiver of any remedies for any default or breach by the **Contractor** that exists then or occurs later.

D. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

E. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Contractor**. **Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for **Contractor**, **Contractor** will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees for all the hereinbefore described expenses, claims, actions or amounts recovered.

F. PERSONNEL

1. The **Contractor** represents that she has or will secure, at her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the **City**.
2. The **Contractor** has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the **Contractor** or under her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

G. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the **Contractor** shall fail to fulfill in a timely and proper manner her obligations under this contract or if the **Contractor** shall violate any of the covenants, agreements or stipulations of this contract, the **City** shall thereupon have the right to terminate this contract by giving written notice to the **Contractor** of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the contract by the **Contractor** and the **City** may withhold any payments to the **Contractor** until such time as the exact amount of damages due the **City** from the **Contractor** is determined.

H. TERMINATION FOR CONVENIENCE OF THE CITY

The **City** may terminate this contract at any time by giving at least 30 days notice in writing to the **Contractor**. If the contract is terminated by the **City** as provided herein, the **Contractor** will be paid for the time provided and all allowable expenses incurred up to the termination date.

I. CONFLICT OF INTEREST

No member of the governing body of the **City** or any other officer, employee or agent of the **City** who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the **Contractor** shall take appropriate steps to assure compliance.

J. INTEREST OF CONTRACTOR AND EMPLOYEES

The **Contractor** covenants that she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The **Contractor** further covenants that in the performance of this agreement, no person having any such interest shall be employed.

K. REPORTS AND INFORMATION

1. The **Contractor**, at such times and in such forms as the **City** may require, shall furnish the **City** with such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
2. The **Contractor** shall furnish the **City** with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the **City** or Federal and State grantor agencies.

L. COMPLIANCE WITH LOCAL LAWS

The **Contractor** shall comply with all applicable laws, ordinances and codes of the State and local governments and the **Contractor** shall save the **City** harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

M. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the **Contractor**.

N. RECORDS AND AUDITS

The **Contractor** shall assist the **City** in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. The **Contractor** shall also retain **Contractor's** own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by the **City** or until all audit findings have been resolved, whichever is later. **Contractor** shall permit authorized representatives of the Oklahoma Dept. of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

O. ANTI-KICKBACK REGULATIONS

The **Contractor** shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

P. EQUAL EMPLOYMENT OPPORTUNITY

The **Contractor** shall comply with the following equal opportunity requirements as part of CDBG assurances:

- 1. Civil Rights Act of 1964, Title VI:** **Contractor** shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance.
- 2. Housing and Community Development Act of 1974, Section 109:** **Contractor** shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded under the Act.
- 3. Housing and Urban Development Act of 1968, Section 3:** **Contractor** shall comply with Section 3, which provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.
- 4. Affirmative Action:** **Contractor** shall take affirmative action steps to contract with small and minority-owned firms and women's business enterprises as a part of the requirements of 24 CFR, Part 85.36 or 24 CFR, Part 570, Sub-part J. Affirmative action steps include but are not limited to the following:
 - a. Including qualified small, minority and women's business enterprises on solicitation lists;
 - b. Assuring that small, minority and women's business enterprises are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women's business enterprises participation;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors;
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative action steps in a through e. above.

Q. AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by Federal funds.

R. REHABILITATION ACT OF 1973, SECTION 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any programs or activities receiving Federal financial assistance.

Executed by:

City of McAlester
Name of City

Signature

Steve Harrison, Mayor
Typed Name & Title

Date

ATTEST:

Signature

Cora Middleton, City Clerk
Typed Name & Title

(CITY SEAL)

Executed by:

Millie Vance Incorporated
Contractor

Signature

Millie Vance, President
Typed Name & Title

Date

(CORPORATE SEAL)

ADMINISTRATIVE RESPONSIBILITIES

I. ADMINISTRATIVE TASKS

When a **Contractor (administrator)** enters into a contract for administrative services, the administrator shall comply with all Federal and State laws and all ODOC requirements. However, the **City** is not relieved of its contractual obligation to ensure compliance. The following list identifies who shall be responsible to ensure the following tasks are completed in a timely manner:

	<u>City</u>	<u>Certified CDBG Administrator</u>
A. Public Hearings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Environmental Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Release of Funds	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Requests for Payment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Monthly Expenditure Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Project Files	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Quarterly Progress Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. Bid Documents, Notice of Award, Pre-Construction Conference, Notice to Proceed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Weekly Payrolls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. On-site Interviews	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Coordinate On-site Visits (Construction)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L. Closeout Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
M. Job Tracking	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. DEFINITIONS: The following are definitions of the above assigned tasks:

- A. Public Hearing: All public hearings must be held in accordance with the **City's** Citizen Participation Plan in order to comply with 24 CFR 570.486.

- B. Environmental Review: Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds and acquiring adequate documentation. For activities not exempt from environmental assessments, an environmental assessment will be prepared. For activities exempt and/or categorically excluded from environmental assessments, prepare a written Finding of Exemption, which should identify the project or activity and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands and other applicable authorities.

- C. Release of Funds: Preparation of Environmental Review, leverage/commitment (if applicable), insurance and bonding, Residential Anti-Displacement Plan, Placement Plan (ED projects only), and Special Conditions (as required). These documents will be presented to the local governing board for approval and signature and submitted to ODOC for processing.

- D. Requests for Payment: Requests for funds must be submitted to ODOC on the approved form and prepared in conformance with the instructions provided. **Only** request funds that can be expended within the allotted time (15 days from date funds received). The following information is needed to complete this form: Engineer pay estimates, approved invoices, Non-collusion affidavits and other documents as required by the governing board. Although the administrator can complete this form, the **City** must sign it.
- E. Monthly Expenditure Reports: The **City** must report all funds received in a timely manner. A Monthly Expenditure Report must be completed and sent to ODOC by the 10th of the following month in which CDBG funds have been received. The administrator can complete this report, however, it must be signed by an authorized representative of the **City**. Failure to submit this report will result in Requests for Payment being held until all funds received have been reported.
- F. Project Files: All originals are to be maintained with the **City** to demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained.
- G. Quarterly Program Reports: This report must be prepared and submitted to ODOC by the 10th day of July, October, January, and April.
- H. Bid Documents, Notice of Award, Pre-construction Conference, and Notice to Proceed: Preparation of the Notice of Award with certification from the construction contractor that he is not listed on the "Debarred List". Ensure a copy is submitted to ODOC. Conduct the Pre-Construction Conference, prepare a report in conjunction with contractor, engineer, architect, and subcontractor to explain contract requirements.
- I. Weekly Payrolls: Ensure weekly payrolls and statements of compliance are submitted and compared with Davis-Bacon Wage Rates.
- J. On-site Interviews: Conduct on-site interviews of at least 10% of the subcontractor's employees for each job classification. Interview must be conducted at least once during the course of construction.
- K. On-Site Visits: Coordinate On-Site visits.
- L. Closeout Documents: Transmittal of CDBG Closeout documents, Final Expenditure Reports, Contract Closeout Certifications and Beneficiary Report.
- M. Job Tracking: If applicable to project, track jobs and prepare quarterly reports to submit to ODOC.



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 7
Department: City Manager
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: May 21, 2013 Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon approving an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency.

Recommendation

Motion to approve an Ordinance Adopting an Employee Retirement System, Defined Contribution Plan for The City of McAlester, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of McAlester, Oklahoma; Providing for Purpose and Organization; Providing for Definitions; Providing for Eligibility and Participation; Providing for Employer and Employee Contribution; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer To and From Other Plans; Creating a Committee and Providing for Powers, Duties, and Rights of Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for Effective Date; Providing for Vesting Schedules; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities and Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of all Contributions Under the System to The Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Non-Alienation of Benefits and Loss of Benefits for Cause; Adopting those Amendments Mandated by the Internal Revenue Code; Providing for Repealer and Severability; and Declaring an Emergency.

Discussion

Attachments:

- 1) Ordinance
- 2) Exhibit "A"
- 3) Exhibit "B"

Approved By

		Initial	Date
Department Head		CM	05/21/13
City Manager	P. Stasiak		05/21/13

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF MCALESTER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF MCALESTER, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-ALIENATION OF BENEFITS AND LOSS OF BENEFITS FOR CAUSE; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of July 1, 2013, the funded Plan designated "Employee Retirement System of City of McAlester, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (Defined Contribution Master Plan) and attached hereto as part hereof.

Section 2. ADMINISTRATION. For the purpose of administration the System there is hereby established a Committee, which shall be the members of the City Council of City of McAlester, Oklahoma, as now existing or as from time to time duly elected or appointed and constituted. The powers and duties of the Committee shall be as set forth in the System instrument attached hereto as Exhibit "B".

Section 3. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of

management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 4. APPROPRIATIONS. The City of McAlester, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of McAlester, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 5. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of McAlester, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 6. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 7. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 8. EMERGENCY. Whereas, in the judgment of the City Council of the City of McAlester, Oklahoma, the public peace, health, safety, and welfare of the City of McAlester ,

Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of City of McAlester on the _____ day of _____, 20_____, and was duly adopted and approved by the Mayor and City Council, on the _____ day of _____, 20_____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of McAlester

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality on _____, _____.

By _____
William J. Ervin, City Attorney

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of McAlester, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at McAlester, Oklahoma, hereby establishes a Defined Contribution Plan to be known as the **City of McAlester Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective July 1, 2013.**
 This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective _____. The effective date of this Joinder Agreement is _____, except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.**
 Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
 Any person who, on or after the Effective Date, .

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.**
 Any person who is in the position of City Manager and is covered under another retirement program approved by the City Council.

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ___ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee shown above was met.
 On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
 Overtime pay.
 Bonuses.
 Commissions.
 Severance pay.
 Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
 Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

5. **Plan Design.**

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Thrift Plan Option.**
- A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
- The Employer shall contribute to the Fund an amount equal to 50% of the Participant's contributions under the City's Deferred Compensation Plan 457. The Employer match shall be limited to 6.00% of the Participant's compensation of the total Mandatory Contributions contributed by Participants. The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.**
- The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- Fixed Contribution.** The Employer shall contribute to the Fund an amount which when added to amounts available from Amounts Forfeited in prior periods, if any, shall equal % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution together with amounts available from Amounts Forfeited in prior periods shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- Variable Funding Option.**
- The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)**
- Option A:** The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
- Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.**
- Option C:** A combination of Options A and B in the following ratios: % for Option A, and % for Option B.
- 401(k) Funding Option.**
(This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each Valuation Period calendar quarter of the Valuation Period.
- Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- No Employer Contribution Option.**

6. Other Participant Contribution Options.

- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.5 of the Plan.**
- A Participant may not withdraw Voluntary Nondeductible Contributions.
- Participants shall not contribute to the Plan.

7. Self-Directed Investments.

- Are permitted.**
- Are not permitted.

8. Allocation of Forfeitures Available.

- Shall be added to Employer contribution.
- Shall reduce the Employer contribution.**

9. Service for Worker's Compensation Period.

- If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.**
 - shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>

Option E

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option E is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

Participant loans shall be offered pursuant to Section 6.14 of the Plan.

Participant loans shall not be offered.

12. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF **City of McAlester** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of McAlester

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

13. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

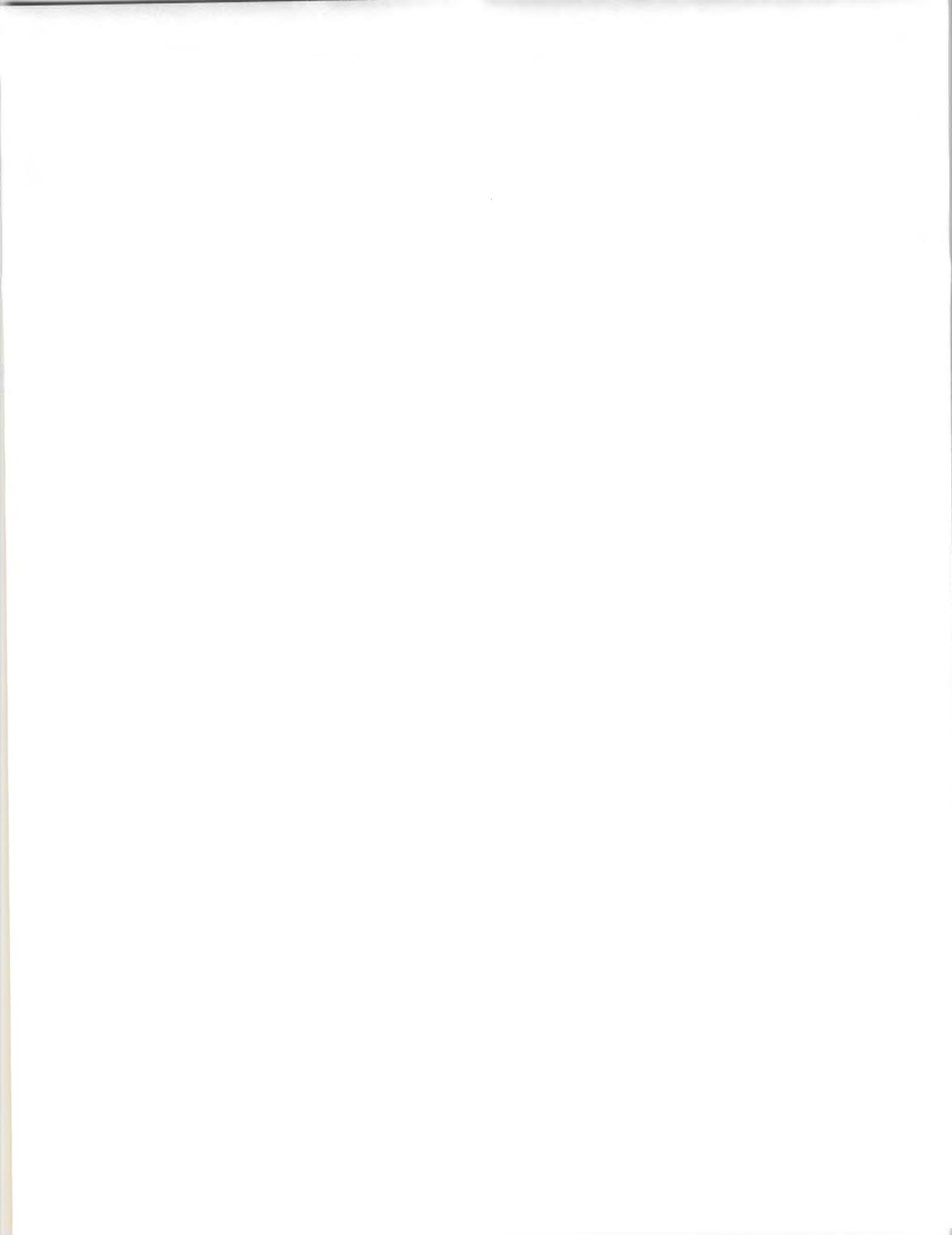
Title: Chairman

Attest:

Secretary

(SEAL)

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**



**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

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ADDENDUM NUMBER TWO: For Pension Protection Act, HEART Act & WRER Act

ARTICLE I.
Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under section 401(a) and 501(a) of the Code. The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their beneficiaries.

1.2 Parties: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

ARTICLE II.
Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) **Account:** One or more of several records maintained to record the interest in the Plan of each Participant and Beneficiary, and shall include any or all, where appropriate, of the following: (i) Municipality Contribution Account, (ii) Participant Deductible Contribution Account, (iii) Participant Deferred Compensation Contribution Account, (iv) Participant Mandatory Contribution Account, (v) Participant Nondeductible Contribution Account, (vi) Participant Roth Contribution Account, (vii) Pick-Up Contribution Account, (viii) Participant Rollover Account, (ix) Catch-Up Contribution Account, and (x) Loan Account.

(b) **Adjustment Factor:** The cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

(c) **Amount(s) Forfeited:** That portion of a terminated Participant's Municipality Contribution Account to which such Participant is not entitled because of insufficient Service.

(d) **Authorized Agent:** The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) **Authorized Leave of Absence:** Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law. Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

(f) **Beneficiary:** Any person or entity designated or deemed designated by a Participant as provided in Section 6.11 hereof.

(g) **Break in Service:** The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code unless the Participant is on Authorized Leave of Absence. If a Participant does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

For determining the amounts to be forfeited from a Participant's account under Section 6.6, any periods of employment with the Employer during which the Participant was not considered an Employee under the Plan shall not be considered as a Break in Service that causes

a forfeiture unless the Participant was covered under a state retirement system or any other program outside the Oklahoma Municipal Retirement Fund System.

(h) **Catch-Up Contributions:** A Participant's contributions described in Section 4.8(b) herein.

(i) **Catch-Up Contribution Account:** The Account maintained for a Participant in which any Catch-Up Contributions are recorded.

(j) **City Council:** The City Council or Board of Trustees of the Employer or other duly qualified and acting governing authority of the Employer.

(k) **Code:** The Internal Revenue Code of 1986, as amended from time to time.

(l) **Committee:** The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article X hereof.

(m) **Compensation:** Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of contribution allocations under the Plan. For purposes of determining a Participant's compensation, any election by such Participant to reduce his regular cash remuneration under Code Sections 125, 401(k), 414(h), 403(b) or 457 shall be disregarded.

(1) **Limitations.** Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed \$200,000, as adjusted by the Secretary of the Treasury at the same time and in the same manner as under Section 415(d) of the Code. In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual Compensation of each employee taken into account under the Plan shall not exceed the Omnibus Budget Reconciliation Act of 1993 ("OBRA '93") annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive

12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to applicable annual compensation limit in effect for that prior determination period.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Subsection 2.1(m), Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

(n) **Deductible Participant Contribution:** Prior to January 1, 1987, the amount a Participant may voluntarily contribute to the Plan which could not exceed the lesser of \$2,000 (or such higher limit as allowed by the Code), or 100% of Compensation, and is deductible from gross income by the Participant pursuant to the Code. No Deductible Participant Contributions may be made after January 1, 1987.

(o) **Deferred Compensation Contributions:** A Participant's contributions described in Section 4.8 herein and credited to his Participant Deferred Compensation Contribution Account.

(p) **Effective Date:** The later of: (a) the date specified in the Joinder Agreement; or (b) the first day on which the Plan has a Participant.

(q) **Employer:** A Municipality chartered, incorporated or formed under the laws of the State of Oklahoma which executes the Joinder Agreement.

(r) **Employment Commencement Date:** The first day of the first pay period during which the Participant receives wages as defined in Section 3121(a) of the Code from the Employer.

(s) **Entry Date:** The date an Employee becomes a Participant.

(t) **Forfeiture:** The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(u) **Fund:** The fund established to provide the benefits under the Plan for the exclusive benefit of the Participants included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of the Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(v) **Investment Manager:** A person who is either (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in the Investment Advisers Act of 1940, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state.

(w) Investment Options: Any of those investment options selected by the Committee in accordance with Section 5.12 hereof.

(x) Joinder Agreement: The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(y) Leased Employee: Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under section 125, section 402(e)(3), section 402(h)(1)(B) or section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(z) Limitation Year: The twelve (12) consecutive month period ending on June 30th of each year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(aa) Loan Account: A Participant's Separate Account established in the event he desires to make a loan from his applicable Account as provided in Section 6.14 herein.

(bb) Mandatory Contributions: Contributions, if elected by the Employer in the Joinder Agreement, which Participants are required to make in order to participate in the Plan.

(cc) Municipality: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as a beneficiaries; (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma statutes, which has adopted the Plan and/or which has become a participant in the related trust according to the terms herein.

(dd) Municipality Contribution Account: The account maintained for a Participant in which his share of the contributions of the Employer and the Amounts Forfeited and any adjustments relating thereto are recorded.

(ee) Normal Retirement Date: The first day of the month occurring on or next following the date a Participant attains sixty-five (65) years of age.

(ff) Oklahoma Municipal Retirement Fund: The trust created in accordance with Sections 48-101 et seq., of Title 11, Oklahoma Statutes 1981, to combine pension and retirement funds in incorporated cities and towns of Oklahoma for purposes of management and investment, represented by and acting through its Board of Trustees.

(gg) Participant: Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(hh) Participant Contribution Accounts: All of the following Accounts: (i) Participant Deductible Contribution Account, (ii) Participant Deferred Compensation Contribution Account, (iii) Participant Nondeductible Contribution Account, (iv) Catch-Up Contribution Account, (v) Pick-Up Contributions Account, (vi) Participant Mandatory Contributions Account, (vii) Participant Rollover Account, and (viii) Participant Roth Contribution Account.

(ii) Participant Deductible Contribution Account: The Account maintained for a Participant in which his Deductible Participant Contributions and adjustments relating thereto are recorded.

(jj) Participant Deferred Compensation Contribution Account: The Account maintained for a Participant in which his Deferred Compensation Contributions resulting from the Participant's election under Section 4.8 of the Plan and adjustments thereto are recorded.

(kk) Participant Mandatory Contribution Account: The Account maintained for a Participant in which his Mandatory Contributions and adjustments relating thereto are recorded.

(ll) Participant Nondeductible Contribution Account: The Account maintained for a Participant in which his voluntary nondeductible contributions and adjustments relating thereto are recorded.

(mm) Participant Rollover Account: The Account maintained for a Participant in which any Rollover Contributions are recorded.

(nn) Participant **Roth** Contribution Account: The Account maintained for a Participant in which any Roth Contributions are recorded.

(oo) Participation: The period commencing as of the date an Employee became a Participant and ending on the date the final distributions of all the Account balances are made.

(pp) Period(s) of Service or Service:

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his Retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's Plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service, or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of allocation of Employer Contributions).

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of Service of a Participant shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

(qq) Pick-Up Contributions: The Employer's contributions described in Section 4.7 hereof and credited to his Pick-Up Contribution Account.

(rr) Pick-Up Contributions Account: The account maintained for a Participant in which his share of Pick-Up Contributions are recorded.

(ss) Plan: The Oklahoma Municipal Retirement Fund Master Defined Contribution Plan set forth herein, and all subsequent amendments.

(tt) Plan Administrator: The persons who administer the Plan pursuant to the provisions of Article X hereof.

(uu) **Plan Year:** Means the twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(vv) **Previous Plan:** The terms and provisions in the prior instruments governing the Employer's qualified defined contribution retirement plan and related trust, and applying before the Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ww) **Retirement:** Termination of employment upon a Participant's attaining age 65.

(xx) **Roth Contributions:** A Participant's contributions described in Section 4.8(c) herein and credited to his Participant Roth Contribution Account.

(yy) **Total and Permanent Disability:** A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents a Participant from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(zz) **Trust Service Provider:** The person appointed by the Trustee to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(aaa) **Trustee:** The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(bbb) **Valuation Date:** Midnight on the last work day of the calendar month and any Special Valuation Dates determined in accordance with Section 5.10.

(ccc) **Valuation Period:** The period of time between two successive Valuation Dates.

2.2 **Construction:** The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "herein" shall mean and refer to the entire Plan, not to any particular provision or section.

ARTICLE III.
Eligibility and Participation

3.1 Eligibility: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an "employee" (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an "Employee," for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Entry Date: The participation of an Employee eligible to become a Participant shall commence on the earliest date permitted by the Employer in the Joinder Agreement.

3.3 Re-employment of Former Participants: Subject to Section 3.4, if a Participant incurs a Break in Service and is subsequently re-employed by the Employer, the Participant shall not receive any credit for his previous Period of Service with the Employer and such Participant shall be treated in the same manner as a person who has not previously been employed by any Municipality.

3.4 Re-employment of Retired or Fully Vested Participants: If a retired or fully vested Participant is re-employed by the Employer, no distributions shall be made from the Plan during the period of such re-employment. Periods of Service prior to such Participant's retirement or termination of service, as applicable, shall count as Periods of Service for purposes of determining such Participant's vested interest in his Municipality Contribution Account.

ARTICLE IV.
Contributions

4.1 Contributions by Employer: The Employer shall make such contributions as set forth in the Joinder Agreement. Such contributions shall be made from the operating revenue of the current taxable year or from accumulated revenue or surplus, as appropriate. The contribution shall be determined by written action of the Employer stating the amount of such contribution, and by the payment of such stated amount to the Trustee monthly. Upon execution of the Joinder Agreement, the Employer will contribute one Dollar (\$1.00) to establish the Fund. Any Participant who received Compensation from the Employer during the Valuation Period shall share in the Employer's contribution for the Valuation Period, even if not employed on the last day of the Valuation Period.

All Participant contributions shall be transmitted monthly to the Trustee after being withheld by the Employer. The Trustee shall hold all such contributions, subject to the provisions of the Plan and Fund, and no part of these contributions shall be used for, or diverted to, any other purpose.

4.2 Required Participant Contributions: If the Employer so elects in the Joinder Agreement, Participants shall not be required to contribute to the Plan.

4.3 Mandatory Contributions: If the Employer so elects in the Joinder Agreement, a Participant shall contribute to the Plan for each Plan Year the percentage of his Compensation set forth in the Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. The Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

4.4 Voluntary Nondeductible Contributions by Participants: Subject to the limitations of Sections 5.11 and to such rules of uniform application as the Committee may adopt, each Participant who is legally domiciled in the State of Oklahoma may elect to make nondeductible contributions to the Plan. The contributions of such Participant after the Effective Date may be by payroll deduction, which the Participant shall authorize the Employer to make on written authorization forms designated by and filed with the Committee, or by cash payments by such Participant to the Trustee. The authorization to make contributions by payroll deductions shall be effective on the first day following the Committee's receipt of the payroll deduction authorization. In addition, a Participant may make Rollover Contributions notwithstanding the percentage limitations in the first sentence of this Section or the cash payment requirement of the second sentence of this Section.

4.5 Change of Rate of Voluntary Nondeductible Contributions by Participant: The Participant may change his rate of payroll deduction at any time between the minimum and maximum rates specified in Section 4.4, or he may discontinue his payroll deductions at any time. Any change of rate or discontinuance of payroll deductions shall be effective on the first payday following the receipt of written notice thereof by the Committee; provided, however, that not more than one change or discontinuance shall be made within a Plan Year unless otherwise stated by the Committee.

The Participant must furnish the Committee at the time of any Participant Contribution or payroll deduction authorization an election designating the contribution as a Mandatory Contribution, Deductible Participant Contribution, or a Voluntary Nondeductible Contribution.

4.6 Participant Contributions Nonforfeitable: Each Participant who contributes hereunder shall have a nonforfeitable vested interest in that portion of the value of his own contributions not theretofore previously withdrawn by him.

4.7 Pick-up Contributions: If the Employer elects in the Joinder Agreement, all Participants shall be required as a condition of employment to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as Compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting, determining Participant rights and Participant Compensation. [In order for the Employer to have reliance on whether the Pick-Up Contributions comply with Section 414(h)(2) of the Code, the Employer must obtain a private letter ruling from the Internal Revenue Service.]

4.8 Deferred Compensation Contributions: If the Employer elects in the Joinder Agreement and if such Employer adopted a cash or deferred feature before May 7, 1986, the following provisions shall apply:

(a) **Deferred Compensation Contributions Under Code Section 401(k):** A Participant, by written notice to the Plan Administrator during the time period set forth in the Joinder Agreement, may elect to make a Deferred Compensation Contribution to the Plan rather than receive Compensation to which the Participant would otherwise be entitled during the period immediately following such election.

Subject to the limitations of this Section 4.8 and Section 5.11, a Participant's Deferred Compensation Contribution may be any whole percentage of his Compensation, but in no case shall a Participant's Deferred Compensation Contribution election exceed the percentage set forth in the Joinder Agreement. Such election shall be binding until the Participant, by written notice to the Plan Administrator, modifies or discontinues his Deferred Compensation Contribution. Such modification or discontinuance shall be effective at the beginning of the Plan Year immediately following the Plan Administrator's receipt of the Participant's written notice of modification or discontinuance.

Employer contributions made pursuant to this Section 4.8 shall be credited to the Participant's Participant Deferred Compensation Account. All such Employer contributions shall be paid to the Trustee as soon as practicable following the retention of such amounts by the Employer from the Participant's Compensation.

Effective as of the first day of the first Plan Year beginning after December 31, 2001, no Participant shall be permitted to have elective deferrals of Deferred Compensation Contributions made under this Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year, except to the extent permitted under Section 4.8(b) of this Plan. In the case of a Participant aged 50 or over by the end of the taxable year, the dollar limitation as described in the preceding sentence includes the amount of elective deferrals that can be Catch-Up Contributions.

(b) Catch-up Contributions: For Plan Years beginning after December 31, 2001, all employees who are eligible to make Deferred Compensation Contributions under this Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Catch-Up Contributions are Deferred Compensation Contributions made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or over by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Deferred Compensation Contributions without regard to Catch-Up Contributions, such as the limit on Annual Additions and the Code Section 402(g) limit. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such Catch-Up Contributions.

(c) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (c) will apply to Contributions beginning with the effective date specified in the adoption agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.

(2) As of the effective date under Subsection (1), the Plan will accept Roth elective deferrals made on behalf of Participants. A Participant's Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in Subsection (ii).

(3) Unless specifically stated otherwise, Roth elective deferrals will be treated as elective deferrals for all purposes under the Plan.

(ii) Separate Accounting.

(1) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant.

(2) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's account.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other accounts under the Plan.

(4) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

(iii) Direct Rollovers.

(1) Notwithstanding Section 9.5, a direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(2) Notwithstanding Section 9.5, if elected by the Employer in the Joinder Agreement, the Plan will accept a rollover contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the plan.

(iv) Definition.

(1) Roth Elective Deferrals. A Roth elective deferral is an elective deferral that is:

a. Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the plan; and

b. Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

ARTICLE V.
Accounting, Allocation and Valuation

5.1 Accounts: The Committee shall maintain a separate Municipality Contribution Account, Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Participant Rollover Account, Participant Deferred Compensation Contribution Account, Catch-Up Contribution Account, Pick-Up Contributions Account and Loan Account as necessary for each Participant. A separate sub-account for each such Account shall be maintained for each Investment Option offered in accordance with Section 5.12. All such Accounts shall be credited or debited as herein provided.

5.2 Eligibility for Allocation: Employer contributions together with Amounts Forfeited as of the Valuation Date shall be allocated to the Municipality Contribution Accounts of Participants.

5.3 Allocation of Contribution: The Employer contributions, together with Amounts Forfeited as of the prior Valuation Date shall be allocated in the manner elected by the Employer in the Joinder Agreement.

5.4 Allocation of Amounts Forfeited: No Amount Forfeited attributable to the contribution of one Employer adopting this Plan may be allocated for the benefit of Participants of the Plan of any other adopting Employer.

5.5 Valuation Date Adjustment: Each Account within each Investment Option of the Trust Fund shall be adjusted during the Valuation Period by decreasing its balance by the amount of any withdrawal, transfer, or forfeiture which is made from it, and by increasing its balance by the amount of any transfer, contribution, or other interim addition which is made to it. On the Valuation Date, the Account balances shall be credited with the appropriate amount of Employer Contributions and Amounts Forfeited.

5.6 Allocation of Investment Earnings and Losses: On the Valuation Date, each Account shall be allocated a proportionate share of the earnings or losses (including unrealized gains and losses) for the Valuation Period, separately for each Investment Option of the Trust Fund. The Administrator shall determine the amount of earnings and losses for the fund of each Investment Option based upon the Trustee's statements of the fair market value of the fund of each Investment Option on the Valuation Dates. On the Valuation Date the earnings and losses shall be allocated to each Account based upon the proportion that its weighted account balance bears to the total of all weighted balances. The weighted balances are calculated by first adjusting the balances as of the prior Valuation Date for transfers between Investment Options. The adjusted balances are then weighted greater with one-half of any partial distribution or partial withdrawal made from them during the Valuation Period and are weighted lesser with one-half of any rollover, or contribution made to them during the Valuation Period. This weighting allows rollovers, contributions, and partial distributions to share in the earnings and losses as if one-half of these amounts were included in the Account balances for the entire period. Total distributions of Account balances never share in the earnings or losses of the Valuation Period in which they are made.

5.7 Accounting for Participants' Contributions: Contributions by or on behalf of each Participant shall be credited to his Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Catch-Up Contribution Account or Participant Deferred Compensation Contribution Account as deposited with the Trustee.

5.8 Accounting for Statement of Account: As soon as is administratively feasible, the Committee shall present to each Participant a statement of such Participant's Accounts, at least annually, showing the balances at the beginning of the reported period, any changes during the reported period, the balances at the end of the reported period, and such other information as the Committee may determine. However, neither the maintenance of accounts, the allocations to Accounts, nor the statements of account shall operate to vest in any Participant any right or interest in or to the Fund except as the Plan specifically provides herein.

5.9 Time of Adjustment: Each adjustment required by this Article V shall be deemed to have been made at the times specified in this Article V, regardless of the dates of actual entries or receipts by the Trustee of contributions for such Plan Year.

5.10 Special Valuation Date: If the Committee determines that a substantial change in the value of any Investment Fund has occurred since the last Valuation Date, the Committee may, prior to the next Valuation Date, establish one or more Special Valuation Dates and determine the adjustment required to make the total net credit balance in the Accounts of the then Participants equal to the then market value of the total assets of the Fund. Such adjustments shall be made consistent with the procedure specified in section 5.5. Having determined such adjustment, all distributions which are to be made as of or after such special Valuation Date, but prior to the next succeeding Valuation Date or Special Valuation Date, shall be made as if the net credit balances in all Accounts had actually been credited or debited to reflect the adjustment provided by this Section.

5.11 Maximum Annual Additions: This Section shall be effective as of the first day of the first Plan Year beginning after December 31, 2001 unless otherwise stated. Except to the extent permitted under Section 4.8(b) of this Plan and Section 414(v) of the Code, if applicable, the Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any limitation year shall not exceed the lesser of:

(a) \$40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or

(b) 100% of the Participant's Compensation, within the meaning of Section 2.1(m) of the Plan and Section 415(c)(3) of the Code, for the limitation year.

The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

When such Annual Additions, if made, would exceed the limitation, and such excess annual additions were the result from contributions based on estimated annual compensation, the allocation of forfeitures, or a reasonable error in determining the amount of elective deferrals

under Code Section 402(g)(3), such excess shall be reduced, to the extent possible, by withdrawal by the Participant of voluntary nondeductible contributions and the earnings attributable thereto. If any excess amount remains after the return of the Participant's voluntary nondeductible contributions, such excess shall be reallocated to eligible Participants as an Amount Forfeited for the Plan Year, provided that if any excess remains after such reallocation or reallocations because of the limitation provided herein, such excess shall be held in a separate Account and shall be allocated as an Amount Forfeited in the first Valuation Period the following Plan Year(s) if such allocation would not exceed the limitation provided herein. If the Participant participates in more than one defined contribution plan of the Employer and Annual Additions under all such plans exceed the maximum indicated above, such excess amounts shall be reduced first under this Plan and then to the extent necessary, from the other defined contribution plans.

For purposes of this Section 5.11, "Annual Additions" means the sum credited to a Participant's Accounts for any limitation year of (1) Employer contributions, (2) Participant contributions, (3) forfeitures, (4) amounts allocated, after March 31, 1984, to an individual medical account, as defined in Code section 415(1)(2) which is part of a pension or annuity plan maintained by the Employer and (5) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)) under a welfare benefit plan (as defined in Code Section 419(e)) maintained by the Employer. Except, however, the "415 Compensation" percentage limitation referred to in Subsection (b) above shall not apply to (1) any contribution for medical benefits (within the meaning of Code Section 419A(f)(2)) after separation from service which is otherwise treated as an annual addition, or (2) any amount otherwise treated as an annual addition under Code section 415(1)(1).

5.12 Investment Options:

(a) **Self-Directed:** If the Employer elects in the Joinder Agreement, each Participant in the Plan is hereby given the specific authority to direct the investment of all or any portion of his Accounts in one or more Investment Options provided under this Plan in accordance with the procedures established by the Committee. If a Participant does not designate an Investment Option for his Accounts, his Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees. For purposes of this Section, the Participants shall be exercising full investment control, discretion, authority and fiduciary responsibility as provided in this Plan of the investments in such Participants' applicable Accounts.

(b) **Non-Self-Directed:** If the Employer does not elect in the Joinder Agreement to allow self-directed investments, all Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees.

ARTICLE VI.

Benefits

6.1 Retirement or Disability: If a Participant's employment with the Employer is terminated when he attains age sixty-five (65), or if a Participant's employment is terminated at an earlier age as the result of a Total and Permanent Disability, he shall be entitled to receive the entire amount of his Municipality Contribution Account.

6.2 Deferred Retirement: If a Participant, with the consent of the Employer, shall continue in active employment following his Normal Retirement Date, he shall continue to participate under the Plan. Upon actual retirement, such Participant shall be entitled to receive the entire amount of his Municipality Contribution Account as of his actual retirement date.

6.3 Death of a Participant: Upon the death of a Participant, his Beneficiary shall be entitled to receive the entire amount of his Municipality Contribution Account and Participant Contribution Accounts as of the date of his death.

6.4 Termination for Other Reasons - Vested Percentage: If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than Total and Permanent Disability or death, except as provided in Section 6.12 hereof, he shall be entitled to an amount equal to the vested percentage of his Municipality Contribution Account. Such vested percentage shall be determined as of the date of termination in accordance with the election of the Employer in the Joinder Agreement.

6.5 Initial Distribution Date: The date of initial distribution ("Initial Distribution Date") of a Participant whose employment is terminated shall be the first day of the month next following his termination of employment and he shall be entitled to the vested percentage of his Accounts on such Initial Distribution Date payable in accordance with the provisions of Section 6.10. The portion of the Employer's contribution, the Amounts Forfeited or the periodic adjustment which is allocated to a Participant terminated for the reasons specified in this Section 6.5 after such Initial Distribution Date shall be payable in accordance with the method utilized under Section 6.10 as soon as practicable.

6.6 Determination of Amounts Forfeited: Upon a distribution pursuant to Section 6.4 or if the Participant incurs a Break in Service, the forfeited percentage of a Participant's Municipality Contribution Account, if any, shall be deducted from the Participant's Account. Such Amounts Forfeited shall become available for allocation in accordance with Item 8 of the Joinder Agreement as of the end of the calendar quarter following the Valuation Period in which the terminated Participant forfeited such amounts.

6.7 Participant Contribution Accounts: A Participant shall be fully vested in his Participant Contribution Accounts at all times. A Participant's Contribution Account balances shall be paid to him in connection with the distribution to him of the vested portion of his Municipality Contribution Account on or after his Initial Distribution Date. Such distributions shall be made in accordance with Section 6.10 and Section 6.8.

6.8 Withdrawals From Participant's Contribution Accounts: In accordance with the provisions hereof, a Participant may withdraw all or any part of his Participant Contribution

accounts by filing a written application with the Administrator. Such withdrawal shall be effective no sooner than thirty (30) but not later than ninety (90) days after such written application is filed with the Plan Administrator. A Participant who withdraws all or part of his Participant Contribution Account balances shall not forfeit his proportionate share of net income, gains and profits, if any, for the Valuation Periods previously allocated to his Participant Contribution Accounts, nor any portion of his Municipality Contribution Account but the Participant's Contribution Accounts shall not share (to the extent of any withdrawals) in any net income for the Valuation Period in which the withdrawal occurs.

(a) Participant Deductible Contribution Account: If allowed in the Joinder Agreement, a Participant may withdraw all or any part of his Participant Deductible Contribution Account (but not to exceed the amount in his Participant Deductible Contribution Account at the time of withdrawal) by filing a written application with the Plan Administrator. Such withdrawal may be made no more often than once a year. If at the time of the withdrawal the Participant has not attained age 59½ or is not Totally and Permanently Disabled, the Participant will be subject to a federal income tax penalty unless such withdrawal is rolled over to a qualified plan or individual retirement account within sixty (60) days of the date of distribution.

(b) Participant Nondeductible Contribution Account: A Participant may withdraw all or any part of his Participant Nondeductible Contribution Account by filing a written application with the Plan Administrator.

(c) Participant Deferred Compensation Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Deferred Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Total and Permanent Disability, or separation from service. The above distribution requirements shall be strictly interpreted by the Plan Administrator to conform with the requirements of Section 401(k) of the Code and future amendments or Internal Revenue Service interpretations thereof. If a Participant is allowed to withdraw from his Participant Deferred Compensation Contribution Account, the provisions of this Section 6.8 shall apply to such withdrawals.

6.9 Withdrawals from Participant's Mandatory Contribution Account: A Participant may not withdraw any portion of his Participant Mandatory Contribution Account prior to the termination of his employment. Such account balances will be paid at the same time and in the same manner as such Participant's Municipality Contribution Account.

6.10 Methods of Distribution: On and after each Participant's Initial Distribution Date, after all adjustments to his Accounts required as of such date shall have been made, distribution of his share shall be made to or for the benefit of the Participant or, in case of his death, to or for the benefit of his Beneficiary, by one of the following methods, as determined by the Committee:

- (a)** a lump sum distribution;
- (b)** an installment distribution consisting of approximately equal installments for a term not exceeding ten (10) years;

(c) an installment distribution consisting of approximately equal installments for a term not extending beyond the joint life expectancy (as calculated in accordance with Income Tax Regulation section 1.72-9) on the Initial Distribution Date of the Participant and his spouse; or

(d) periodic distributions as designated by the Participant or Beneficiary.

Commencement of payments under the method of distribution selected shall be as of the initial Distribution Date of the Participant, provided that for administrative convenience, such commencement may be delayed as reasonably necessary but in no event for more than sixty (60) days after a reasonable time for all administrative calculations, allocations and accounting operations necessary to determine the amount of the distribution. The Committee, in its sole discretion, may accelerate the payment of any unpaid installments. If a former Participant receiving installment payments dies prior to the receipt by him of the full amount to be paid to him from his Participant Accounts, the remaining installments shall be paid to his Beneficiary. Under no circumstance may a method of payment be elected that would be expected to cause more than fifty percent (50%) of the present value of any series of payments to go to a person other than the Participant.

6.11 Designation of Beneficiary: Each Participant shall designate his Beneficiary on a form provided by the Committee and such designation may include primary and contingent Beneficiaries. If Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation. The designation may be changed at any time by filing a new form with the Committee. In the absence of such written designation, the surviving spouse, if any, of the Participant shall be deemed to be the designated Beneficiary, and otherwise the estate of such Participant. In all events, the date of determination of a Participant's Beneficiary shall be the date of death of a Participant. Production of a certified copy of the death certificate of any Participant or other persons shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon.

6.12 Loss of Benefits for Cause: In the event a Participant is discharged because of embezzlement, fraud, dishonesty, or misappropriation of the Employer's property, and the reasons for such discharge are confirmed by resolution of the City Council after such Participant is afforded an opportunity to be heard, neither he, nor his Beneficiary, shall be entitled to receive any benefit hereunder, other than his Participant Contribution Accounts and Participant Rollover Account, as of the date of his discharge, regardless of his age and service on the date of his discharge. Likewise, such benefits to which any retired Participant or his Beneficiary, or the Beneficiary of a deceased Participant would otherwise be entitled under this Plan, shall be forfeited upon discovery, even after termination of employment or death, of any such embezzlement, fraud, dishonesty, or misappropriation of the Employer's property, by the Participant against the Employer.

6.13 Payments Under a Qualified Domestic Relations Order :

(a) The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;

3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

4) each plan to which such order applies.

(f) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;

2) does not require the Plan to provide increased benefits; and,

3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(g) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date of the related member.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a

certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(k) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(l) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

6.14 Loans to Participants:

(a) General: The Committee, in its sole discretion, may direct Trustees to make loans to Participants upon the written direction and application of the Participant who desires to effect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or \$50,000, (iv) shall bear a reasonable rate of interest which will be established by the Committee, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and interest made not less frequently than monthly over the term of the loan, (vii) shall be repaid by payroll reduction while the Participant is employed; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than \$1,000 in amount each; and (x) shall be made upon such other reasonable terms which the Committee shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years. There shall not be more than one loan outstanding at any time with respect to a Participant. No Participant who has borrowed from the Plan may make another loan until the previous loan has been fully repaid. Outstanding loans are not subject to refinancing by a new loan. Upon direction by the Committee, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from

the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant.

(b) Establishment of Loan Account: At such time as it is determined that a Participant is to receive a loan from the Plan, the loan shall be made from the Participant's applicable Account in the order and precedence indicated hereafter and such amount shall be deemed to be credited to the Participant's Loan Account with a corresponding debit to occur to his Account as of the first day of the month in which such loan occurs: (i) first, an Account holding Employer contributions, including "rollover contributions" (other than Deferred Compensation Contributions, if applicable); (ii) second, an Account holding Deferred Compensation Contributions, if applicable; and (iii) third, an Account holding contributions picked up and assumed by the Employer pursuant to Section 4.7 of this Plan. All interest payments to be made pursuant to the terms and provisions of the loan shall be credited to the applicable Account in such a manner so that the Loan Account will reflect unpaid principal and interest from time to time. The earnings attributable to the Loan Account shall be allocable only to the Loan Account of such Participant and shall not be considered as general earnings of the Trust Fund to be allocated to the other Participants therein as provided herein. Other than for the limited purposes of establishing a separate account for the allocation of the interest thereto, a Participant's Loan Account shall, for all other purposes, be considered as part of his applicable Account.

(c) Foreclosure of Loan Account: The Trustees may foreclose upon such Participant's interest in his Account in the event of default under the loan made to the Participant under this Section.

(d) Special Restrictions on Foreclosure: In the event of default under a loan made under this Section, foreclosure under the promissory note evidencing such loan and attachment of the Participant's interest in his applicable Accounts shall occur within a reasonable time following the event of default; provided, with respect to any portion of a loan secured by amounts governed under Section 401(k) of the Code, if applicable, foreclosure on such 401(k) amounts shall not occur until the occurrence of an event described under Section 401(k) of the Code which would otherwise permit a distribution to be made from the Plan.

(e) Establishment of Loan Program: The Trustees are hereby authorized and directed to establish a "loan program" (the "Loan Program") and the Trustees are further authorized to delegate to the Committee the duties and responsibilities with regard to the implementation of the Loan Program as adopted by the Trustees for and on behalf of the Plan. The Loan Program shall be considered to be a part of this Plan for the purposes stated in the Loan Program.

(f) **Loan Account:** The words "Loan Account" shall mean a Participant's separate Account established in the event he desires to make a loan from his applicable Account as provided in this Section 6.14.

6.15 **Required Minimum Distributions:** The provisions of this Section 6.15 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year, as well as Required Minimum Distributions for the 2002 Distribution Calendar Years that are made on or after August 1, 2002. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) **Coordination with Minimum Distribution Requirements Previously in Effect:** If this Section specifies an effective date that is earlier than calendar years beginning with the 2003 calendar year, Required Minimum Distributions for 2002 under this Section will be determined as follows. If the total amount of 2002 Required Minimum Distributions under the Plan made to the distributee prior to the effective date of this Section equals or exceeds the Required Minimum Distributions determined under this Section, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 Required Minimum Distributions under the Plan made to the distributee prior to the effective date of this Section is less than the amount determined under this Section, then Required Minimum Distributions for 2002 on and after such date will be determined so that the total amount of Required Minimum Distributions for 2002 made to the distributee will be the amount determined under this Section.

(b) **Time and Manner of Distribution:**

(i) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. For purposes of this Section, the "Required Beginning Date" of a Participant is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires.

(ii) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (ii), other than Subsection (ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (iv), unless Subsection (ii)(4) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime:

(i) **Amount of Required Minimum Distribution For Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death:

(i) **Death On or After Date Distributions Begin.**

(1) **Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) **No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) **Death Before Date Distributions Begin.**

(1) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (i).

(2) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.15 will apply as if the surviving spouse were the Participant.

(e) Definitions:

(i) **Designated Beneficiary.** The individual who is designated as the Beneficiary under Section 6.11 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) **Distribution Calendar Year.** A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) **Life Expectancy.** Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Participant's Account Balance.** The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

6.16 Withdrawals from Participant Rollover Account: A Participant may request and receive a distribution from his Participant Rollover Account at any time, even if he or she has not terminated employment, unless the rollover was from a defined benefit retirement plan sponsored by the Employer.

ARTICLE VII.

Notices

7.1 Notice to Oklahoma Municipal Retirement Fund: As soon as practicable after a Participant ceases to be in the employ of the Employer, the Committee shall give written notice to the Oklahoma Municipal Retirement Fund. The notice shall include such of the following information and directions as are necessary or advisable under circumstances:

- (a) name and address of the Participant;
- (b) reason he ceased to be in the Employer's employ;
- (c) name and address of the Beneficiary or Beneficiaries in case of Participant's death;
- (d) percentage or amount to which such Participant is entitled in case of termination of employment;
- (e) time, manner and amount of payments to be made to such Participant; and
- (f) information required to complete the Trustee's Withholding Election Form.

As soon as practicable after the Committee learns of the death of a Participant, it shall give like notice to the Oklahoma Municipal Retirement Fund.

7.2 Subsequent Notices: At any time and from time to time after giving the notice as provided for in Section 7.1, the Committee may modify such original notice or any subsequent notice by means of a further written notice or notices to the Oklahoma Municipal Retirement Fund, but any action taken or payments made by the Oklahoma Municipal Retirement Fund pursuant to a prior notice shall not be affected by a subsequent notice.

7.3 Copy of Notice: A copy of each notice provided for in Sections 7.1 and 7.2 shall be mailed by the Committee to the Participant or to each Beneficiary involved, as the case may be, but if, for any reason, such copy is not sent or received, that fact shall not affect the validity of any notice to the Oklahoma Municipal Retirement Fund nor the validity of any action taken or payment made pursuant thereto.

7.4 Reliance Upon Notice: Upon receipt of any notice as provided in this Article VII, the Oklahoma Municipal Retirement Fund shall promptly take whatever action and make whatever payments are called for therein, it being intended that the Oklahoma Municipal Retirement Fund may rely upon the information and directions in such notice absolutely and without question. However, the Oklahoma Municipal Retirement Fund may call to the attention of the Committee any error or oversight which the Oklahoma Municipal Retirement Fund believes to exist in any notice.

ARTICLE VIII.
Amendment and Termination

8.1 Termination of Plan: The Employer may at any time, effective as specified, terminate the Plan and may direct and require the Oklahoma Municipal Retirement Fund to liquidate the Fund. In the event the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated. In the event of the termination, partial termination, or complete discontinuance of contributions hereunder, the Account balances of each Participant will become nonforfeitable.

8.2 Suspension and Discontinuance of Contributions: If the governing body of the Employer decides it is impossible or inadvisable to continue to make contributions to the Plan, it shall have the power by appropriate resolution or decision to:

- (a) suspend contributions to the Plan;
- (b) discontinue contributions to the Plan; or
- (c) terminate the Plan.

Suspension shall be a temporary cessation of contributions and shall not constitute or require a termination of the Plan. A discontinuance of contributions shall not constitute a formal termination of the Plan and shall not preclude later contributions but all Municipality Contribution Accounts not theretofore fully vested shall become fully vested in the respective Participants notwithstanding the provisions of Section 6.4. In such event, Employees who become eligible to enter the Plan subsequent to the discontinuance shall receive no benefits. After the date of a discontinuance of contributions, the Trust shall remain in existence as provided in this Section 8.2 and the provisions of the Plan and Trust shall remain in force. A certified copy of such decision or resolution shall be delivered to the Oklahoma Municipal Retirement Fund, and as soon as possible thereafter the Oklahoma Municipal Retirement Fund shall send or deliver to each Participant or Beneficiary concerned a copy thereof.

8.3 Liquidation of Trust Fund: Upon a complete termination or upon a partial termination of the Plan, unless the Employer's successor shall elect to continue the Plan, the Accounts of all Participants and Beneficiaries shall thereupon be and become fully vested. Upon a complete termination, the Oklahoma Municipal Retirement Fund shall convert the proportionate interest of such Participants and Beneficiaries in the Trust Fund to cash and, after deducting all charges and expenses, the Oklahoma Municipal Retirement Fund shall adjust the balances of such Accounts as provided in Section 5.5 treating the termination date as the current Valuation Date.

Thereafter, the Oklahoma Municipal Retirement Fund shall distribute as soon as administratively feasible the amount to the credit of each such Participant and Beneficiary as the Committee shall direct.

8.4 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate

Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

8.5 Authority of Volume Submitter Practitioner to Amend for Adopting Employers: The effective date of this Section is the date of the IRS advisory letter. The Volume Submitter Practitioner (the "Practitioner") will amend the Plan on behalf of all adopting employers, including those employers who have adopted the Plan prior to this amended and restated Plan, for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments will be applied to all employers who have adopted the Plan.

The Practitioner will no longer have the authority to amend the plan on behalf of any adopting employer as of either: (1) the date the Internal Revenue Service requires the employer to file Form 5300 as an individually designed plan as a result of an employer amendment to the Plan to incorporate a type of plan not allowable in the Volume Submitter program, as described in Rev. Proc. 2005-16, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments. If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the adopting employer is conditioned on the Plan receiving a favorable determination letter.

The Practitioner will maintain, or have maintained on its behalf, a record of the employers that have adopted the Plan, and the Practitioner will make reasonable and diligent efforts to ensure that adopting employers have actually received and are aware of all Plan amendments and that such employers adopt new documents when necessary. This Section supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this Section.

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

(a) To Another Category with This Employer: If a Participant is employed by the Employer and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease and his Account balance shall remain in the Fund and will continue to accrue interest but he will not continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan.

(b) To Another Municipality: If a Participant's employment by the Employer is terminated by virtue of his transfer to employment with another Municipality, his membership in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder, to-wit:

(i) if he is eligible for a distribution under this Plan as of the date of such employment transfer, such transfer shall be treated as his termination of employment and thereupon he shall be entitled to his distribution; or

(ii) if he is not eligible for a distribution under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement system under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Account balance shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan.

9.2 Transfers to This Plan:

(a) From Another Category with This Employer: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his vesting credit for benefits hereunder.

(b) From Another Municipality: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his vesting credit for benefits hereunder, and he shall also be subject to all the other provisions of this Plan. A Participant's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date which his credited Service from the other Municipality began was his date of employment with this Employer.

(c) Previously Fully Vested With Another Municipality: With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of

determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

9.3 Notice of Transfers: Immediately after any transfer of employment referred to in Sections 9.1 or 9.2, the transferred Participant shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Participant shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Trust Service Provider and the Committee.

9.4 Transfer from Other Qualified Plans: The Employer may cause to be transferred to the Oklahoma Municipal Retirement Fund all or any of the assets held in respect to any plan or trust which satisfied the applicable requirements of the Code relating to qualified plans and trusts, which is maintained by the Employer for the benefit of its Employees. Any such assets so transferred shall be accompanied by written instructions from the Employer, or the trustee or custodian or the individual holding such assets, setting forth the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and the current value of the assets attributable thereto. Upon receipt of such assets and instructions the Oklahoma Municipal Retirement Fund shall thereafter proceed in accordance with the provisions of the Fund.

9.5 Rollover Contributions: A Participant who is or was entitled to receive an eligible rollover distribution, as defined in Code Section 402(c)(4) and Treasury Regulations issued thereunder, from a qualified plan described in Section 401(a) or 403(a) of the Code (including after-tax employee contributions), an annuity contract described in Section 403(b) of the Code (including after-tax employee contributions, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account may elect to contribute all or any portion of such distribution to the Trust directly from such qualified plan, annuity contract or eligible plan, or within 60 days of receipt of such distribution to the Participant. Rollover Contributions shall only be made in the form of cash, or, if and to the extent permitted by the Employer with the consent of the Trustee, promissory notes evidencing a plan loan to the Participant; provided, however, that Rollover Contributions shall only be permitted in the form of promissory notes if the Plan otherwise provides for loans.

The Committee shall develop such procedures and require such information from Participants as it deems necessary to ensure that amounts contributed under this Section 9.5 meet the requirements for tax-deferred rollovers established by this Section 9.5 and by Code Section 402(c). No Rollover Contributions may be made to the Plan until approved by the Committee.

If a Rollover Contribution made under this Section 9.5 is later determined by the Administrator not to have met the requirements of this Section 9.5 or of the Code or Treasury regulations, then, within a reasonable time after such determination is made, the amounts then held in the Trust attributable to such Rollover Contribution shall be distributed to the Employee.

A Participant's Rollover Contributions Account shall be subject to the terms of the Plan except as otherwise provided in this Section 9.5.

Notwithstanding any other provision of this Section 9.5, the Employer may direct the Trustee not to accept Rollover contributions.

9.6 **Transfer to Other Qualified Plans:** The Employer, by written direction to the Oklahoma Municipal Retirement Fund, may transfer some or all of the assets held under the Fund to another plan or trust meeting the requirements of the Code relating to qualified plans and trusts. In the case of any merger or consolidation with, or transfer of assets and liabilities to, any other plan, provisions shall be made so that each Participant in the Plan on the date thereof (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately prior to the merger, consolidation or transfer (if the Plan had then terminated).

9.7 **Rollover to Another Plan or IRA:** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(a) **Definitions.** For purposes of this Section 9.7, the following definitions shall apply:

(i) **"Eligible Rollover Distribution":** An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distributions attributable to a hardship. With respect to distributions made after December 31, 2001, for purposes of the direct rollover provisions in Section 9.7 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) **"Eligible Retirement Plan":** An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement

account or individual retirement annuity. With respect to distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

(iii) **“Distributee”**: A “Distributee” includes a Participant or former Participant. In addition, the Participant’s spouse or former Participant’s surviving spouse and the Participant’s or former Participant’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) **“Direct Rollover”**: A “Direct Rollover” is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

9.8 Requirements for Rollover by Individuals: An Employee (whether or not a Participant under this Plan), who, as a result of a termination of another plan qualified under Section 401(a) of the Code, a termination of employment, disability or attainment of age 59½ years, has had distributed to him his entire interest in a plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the “Other Plan”) may, in accordance with procedures approved by the Committee, transfer all or any part of the distribution received from the Other Plan to the Trustees under this Plan, provided the following conditions are met:

(a) the transfer occurs on or before the 60th day following his receipt of the distribution from the Other Plan, or, if such distribution had previously been deposited in an individual retirement account (as defined in Section 408 of the Code), the transfer occurs on or before the 60th day following his receipt of such distribution, plus earnings thereon from such individual retirement account;

(b) the distribution from the Other Plan qualifies as a lump sum distribution within the meaning of Subsection 402(e)(4)(A) of the Code or is a result of a termination of another plan qualified under Section 401(a) of the Code; and

(c) the amount transferred shall not exceed the distribution he received from the Other Plan, less the amount, if any, considered contributed by him in accordance with Subsection 402(e)(4)(D)(i) of the Code, plus earnings thereon during the period, if any, in which the amount was held in an individual retirement account.

9.9 Transfers From Another Qualified Plan:

(a) With respect to an Employee (whether or not a Participant under this Plan), who has an undistributed account balance in another plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the “Other Plan”), the Committee may, in its sole discretion, approve a direct transfer of such account balance from the Other Plan to the Trustees under this Plan.

(b) If the Plan receives a direct transfer (by merger or otherwise) of elective contributions (or amounts treated as elective contributions) under a plan with a Section 401(k) arrangement, the distribution restrictions of Sections 401(k)(2) and (10) of the Code continue to apply to those transferred elective contributions.

9.10 Procedures: With respect to transfers under either Section 9.8 or 9.9 herein, the Committee shall develop such procedures, and may require such information from an Employee or the fiduciaries of the Other Plan desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet requirements of this Article and the law. Upon approval by the Committee, the amount transferred shall be deposited in the Trust Fund and shall be credited to a Rollover Account established in the Employee's name. Such Account shall be 100% vested in and nonforfeitable by the Employee, shall share in increases and decreases thereon determined in accordance with the Plan, but shall not share in Employer Contributions or Forfeitures. Upon termination of employment, the total amount of Employee's Participant Rollover Account shall be distributed as part of his Benefit.

ARTICLE X.
Administration

10.1 Administration: The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, the Fund, and the Oklahoma Municipal Retirement Fund, including but not limited to, the duties set forth below in Subsection 10.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 10.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cause the ballot for the election of Trustees of the Oklahoma Municipal Retirement Fund;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) to decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(11) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise;

(12) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan; and

(13) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent, or is requested by the Administrator;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Employees or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Benefit under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules,

regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund) in matters pertaining to the Plan, the Fund and the Oklahoma Municipal Retirement Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Oklahoma Municipal Retirement Fund for management and investment;

(2) to forward any communications directed to Participants and beneficiaries by the Trustees, the Trust Service Provider or the Oklahoma Municipal Retirement Fund;

(3) to lend assistance to Participants and beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund and to forward such communications to the addressees;

(4) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and

(6) to file at the direction of the Committee a petition or nomination, and cast a ballot for election of Trustees of the Oklahoma Municipal Retirement Fund.

(c) Plan Counselor: The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

10.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and Fund, shall be required of any persons or organizations unless required by law, or

unless required by the Trust Indenture establishing The Oklahoma Municipal Retirement Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Oklahoma Municipal Retirement Fund as to its members, agents, employees, Municipal Retirement Fund, or as expenses of the Employer as to the administration of the Plan. Any agents, officials or Employees of the Employer engaged in the administration of the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

10.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Oklahoma Municipal Retirement Fund, upon written directions of the Committee acting through the Authorized Agent.

10.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Employee contributions) can be forfeited pursuant to Section 5.4 herein.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited benefit unadjusted by any increases or decreases under Section 5.6 herein occurring after such forfeitures were allocated. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Fund increases, or (iii) Employer contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

10.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made, at the discretion of the Committee, (i) to a parent, spouse, relative by blood or marriage, or (ii) the legal representative of the said person. The

Committee shall not be required to see to the application of any such payment, and the payee's receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

ARTICLE XI.

General

11.1 Not Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

11.2 Payment of Fees: The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

11.3 Governing Law: The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

11.4 Counterpart Execution: This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

11.5 Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

11.6 Spendthrift Provisions: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other support of a spouse or former spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The preceding provisions shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, and does not preclude the Oklahoma Municipal Retirement Fund from complying with a court order requiring deduction from the benefits of a Participant in pay status for alimony and support payments.

11.7 Maximum Duration: Nothing herein shall be construed to suspend the power of alienation or prevent the vesting of the interest of any person in the Plan for a longer period than the duration of the lives of the designated Beneficiaries of a particular interest therein in being at the time such designation becomes irrevocable, plus twenty-one (21) years; if any provisions

shall be held to violate a rule or law against restraints on alienation or remote vesting, the Plan shall not be vitiated thereby, but the Plan, or the portion of the Plan thus affected, shall immediately be distributed to those entitled as their interest shall then appear.

11.8 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

11.9 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund. In addition, the Plan or Trustees shall be authorized to charge to a Participant's Account any direct expenses it incurs in connection with such Account, which shall include by example, and not by limitation, expenses resulting from a Participant's QDRO, bankruptcy or default on a Plan loan, and expenses incurred in attempting to locate a Participant. Trustees shall have the power under this Section in their sole discretion to determine the items and amounts thereof which should equitably and reasonably be charged to a particular Account. If such charges exceed the balance in a Participant's Accounts, the excess shall be charged to the general Trust Fund.

11.10 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan.

11.11 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 11.11, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

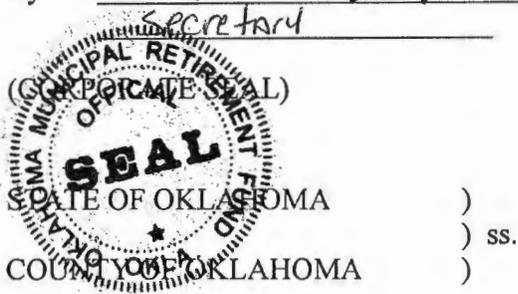
IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 27th day of April, 2012.

OKLAHOMA MUNICIPAL RETIREMENT
FUND

By George Wilkerson

ATTEST:

By Bertha Ann Young
Secretary



BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 27th day of April, 2012, personally appeared George Wilkerson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

Kari M. Baser
Notary Public

My Commission Expires: 09/05/2012

My Commission No.: 00012872

(NOTARY SEAL)



**ADDENDUM NUMBER ONE TO
OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

AMENDMENT FOR THE FINAL CODE SECTION 415 REGULATIONS

**ARTICLE I.
PREAMBLE**

1.1 **Effective date of Amendment.** This Amendment is adopted to reflect certain provisions of the final Code Section Regulations. This Amendment is effective for limitation years and plan years that begin more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, except as otherwise provided herein.

1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

1.4 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates the final Code §415 Regulation provisions).

**ARTICLE II.
FINAL SECTION 415 REGULATIONS**

2.1 **Effective date.** The provisions of this Article II shall apply to limitation years that begin more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on and after July 1, 2007.

2.2 **Actual Compensation paid after severance from employment.** Actual Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in subsections (a) and (b) below may only be included in Actual Compensation to the extent such amounts are paid by the later of 2½ months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Actual Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above.

(a) **Regular pay.** Actual Compensation shall include regular pay after severance of employment if:

(1) The payment is regular compensation for services during the participant's regular working hours, or compensation for services outside the participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the participant prior to a severance from employment if the participant had continued in employment with the Employer.

(b) **Leave cashouts and deferred compensation.** Leave cashouts shall not be included in Actual Compensation. Further, deferred compensation shall not be included in Actual Compensation.

- (c) **Salary continuation payments for military service participants.** Actual Compensation does not include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code § 414(u)(1)).
- (d) **Salary continuation payments for disabled Participants.** Actual Compensation does not include compensation paid to a participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

2.3 **Administrative delay (“the first few weeks”) rule.** Actual Compensation for a limitation year shall not include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates.

2.4 **Inclusion of certain nonqualified deferred compensation amounts.** If the Plan’s definition of Compensation for purposes of Code § 415 is the definition in Regulation Section 1.415(c)-2(b) (Regulation Section 1.415-2(d)(2) under the Regulations in effect for limitation years beginning prior to July 1, 2007) and the simplified compensation definition of Regulation 1.415(c)-2(d)(2) (Regulation Section 1.415-2(d)(10) under the Regulations in effect for limitation years prior to July 1, 2007) is not used, then Actual Compensation shall include amounts that are includible in the gross income of a Participant under the rules of Code § 409A or Code § 457(f)(1)(A) or because the amounts are constructively received by the Participant.

2.5 **Definition of annual additions.** The Plan’s definition of “annual additions” is modified as follows:

- (a) **Restorative payments.** Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the plan’s losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.
- (b) **Other Amounts.** Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) Rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) Repayments of loans made to a participant from the Plan; and (4) Repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code § 414(d)) as described in Code § 415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.
- (c) **Date of tax-exempt Employer contributions.** Notwithstanding anything in the Plan to the contrary, Employer contributions are treated as credited to a participant’s account for a particular limitation year only if the contributions are actually made to the plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular limitation year ends.

2.6 **Change of limitation year.** The limitation year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan’s limitation year, then the Plan is treated as if the Plan had been amended to change its limitation year.

2.7 Excess Annual Additions. Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations.

2.8 Aggregation and Disaggregation of Plans.

(a) For purposes of applying the limitations of Code § 415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a “predecessor Employer”) under which the participant receives annual additions are treated as one defined contribution plan. The “Employer” means the Employer that adopts this Plan and all members of a controlled group or an affiliated service group that includes the Employer (within the meaning of Code §§ 414(b), (c), (m) or (o)), except that for purposes of this Section, the determination shall be made by applying Code § 415(h), and shall take into account tax-exempt organizations under Regulation Section 1.414(c)-5, as modified by Regulation Section 1.415(a)-1(f)(1). For purposes of this Section:

(1) A former employer is a “predecessor employer” with respect to a participant in a plan maintained by an employer if the employer maintains a plan under which the participant had accrued a benefit while performing services for the former employer, but only if that benefit is provided under the plan maintained by the employer. For this purpose, the formerly affiliated plan rules in Regulation Section 1.415(f)-1(b)(2) apply as if the employer and predecessor employer constituted a single employer under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor Employer relationship, such as a transfer of benefits or plan sponsorship.

(2) With respect to an employer of a participant, a former entity that antedates the employer is a “predecessor Employer” with respect to the participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(b) **Break-up of an affiliate employer or an affiliated service group.** For purposes of aggregating plans for Code § 415, a “formerly affiliated plan” of an employer is taken into account for purposes of applying the Code § 415 limitations to the employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the “cessation of affiliation.” For purposes of this paragraph, a “formerly affiliated plan” of an employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a “cessation of affiliation” means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Regulation Section 1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(c) **Midyear Aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Code § 415(f) and the Regulations thereunder as of the first day of a limitation year do not fail to satisfy the requirements of Code § 415 with respect to a participant for the limitation year merely because they are aggregated later in that limitation year, provided that no annual additions are credited to the participant’s account after the date on which the plans are required to be aggregated.

**ARTICLE III.
PLAN COMPENSATION**

3.1 **Compensation paid after severance from employment.** Compensation for purposes of allocations (hereinafter referred to as Plan Compensation) shall be adjusted in the same manner as Actual Compensation pursuant to Article II of this Amendment, except in applying Article II, the term "limitation year" shall be replaced with the term "plan year" and the term "Actual Compensation" shall be replaced with the term "Plan Compensation."

**ADDENDUM NUMBER TWO TO
OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

AMENDMENT FOR PENSION PROTECTION ACT, HEART ACT AND WRER ACT

**ARTICLE I
PREAMBLE**

- 1.1 **Effective date of Amendment.** This Amendment to the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (the "Plan") is adopted on behalf of all adopting employers to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

**ARTICLE II
PARTICIPANT DISTRIBUTION NOTIFICATION**

- 2.1 **180-day notification period.** For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §402(f) (the rollover notice) will become 180 days.

**ARTICLE III
ROLLOVER OF AFTER-TAX/ROTH AMOUNTS**

- 3.1 **Direct rollover to qualified plan/403(b) plan.** For taxable years beginning after December 31, 2006, a Participant may elect to transfer employee (after-tax) or Roth elective deferral contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred, including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

**ARTICLE IV
DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION**

- 4.1 **Non-spouse beneficiary rollover right.** For distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.
- 4.2 **Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.1, any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.
- 4.3 **Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

- 4.4 **Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**ARTICLE V
DIRECT ROLLOVER TO ROTH IRA**

- 5.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

**ARTICLE VI
QUALIFIED DOMESTIC RELATIONS ORDERS**

- 6.1 **Permissible QDROs.** Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
- 6.2 **Other QDRO requirements apply.** A domestic relations order described in Section 6.1 is subject to the same requirements and protections that apply to QDROs.

**ARTICLE VII
OTHER 401(k) PLAN PROVISIONS**

- 7.1 **Gap period income on distributed excess deferrals.** With respect to 401(k) plan excess deferrals (as defined in Code §402(g)) made in taxable year 2007, the Plan administrator must calculate allocable income for the taxable year and also for the gap period (i.e., the period after the close of the taxable year in which the excess deferral occurred and prior to the distribution); provided that the Plan administrator will calculate and distribute the gap period allocable income only if the Plan administrator in accordance with the Plan terms otherwise would allocate the gap period allocable income to the Participant's account. With respect to 401(k) plan excess deferrals made in taxable years after 2007, gap period income may not be distributed.
- 7.2 **Plan termination distribution availability.** For purposes of determining whether the Employer maintains an alternative defined contribution plan (described in Treas. Reg. §1.401(k)-1(d)(4)(i)) that would prevent the Employer from distributing elective deferrals (and other amounts, such as QNECs, that are subject to the distribution restrictions that apply to elective deferrals) from a terminating 401(k) plan, an alternative defined contribution plan does not include an employee stock ownership plan defined in Code §§4975(e)(7) or 409(a), a simplified employee pension as defined in Code §408(k), a SIMPLE IRA plan as defined in Code §408(p), a plan or contract that satisfies the requirements of Code §403(b), or a plan that is described in Code §§457(b) or (f).

**ARTICLE VIII
HEART ACT PROVISIONS**

- 8.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

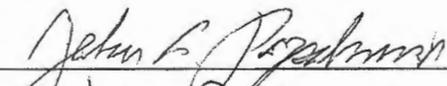
- 8.2 **Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.
- 8.3 **Severance from employment.** Notwithstanding Section 8.2(i), for purposes of Code §401(k)(2)(B)(i)(I), an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A).
- a. **Suspension of deferrals.** If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.
- b. **Nondiscrimination requirement.** Section 8.2(iii) applies only if all employees of the Company performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

**ARTICLE IX
WAIVER OF 2009 REQUIRED DISTRIBUTIONS**

- 9.1 Notwithstanding the provisions of the Plan relating to the requirements of Code §401(a)(9), a participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the participant or beneficiary chooses not to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. A direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to section 401(a)(9)(H).

This Amendment is hereby adopted by the Volume Submitter Practitioner on behalf of all participating employers, and has been executed this 27 day of April, 2012.

Volume Submitter Practitioner for the Oklahoma
Municipal Retirement Fund Master Defined
Contribution Plan: McAfee & Taft A Professional
Corporation

By: 
Name: John Papanonis



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 8
Department: City Manager
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: May 21, 2013 Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon approving a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorizing the Mayor to sign all required documents.

Recommendation

Motion to approve a Resolution amending the City of McAlester Defined Benefit Retirement Plan and Trust and authorize the Mayor to sign all required documents.

Discussion

Attachments:

- 1) Resolution
- 2) Exhibit "A"

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	05/21/13
City Manager	P. Stasiak <u>PJS</u>	05/21/13

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE DEFINED BENEFIT RETIREMENT PLAN
AND TRUST**

WHEREAS, the City of McAlester (the "City") sponsors that certain defined benefit retirement plan entitled "The City of McAlester Defined Benefit Retirement Plan and Trust" (the "Plan"); and

WHEREAS, it is in the best interest of the City, its employees, and the Plan to cease all future benefit accruals under the Plan effective July 1, 2013, including all benefit accruals under the Bonus Program and the DROP Program portions of the Plan, and no further benefits shall accrue on behalf of any Participant on and after July 1, 2013; and

WHEREAS, the City desires to make amendments to the Plan due to the total cessation of benefit accruals under the Plan; and

WHEREAS, such amendments have been incorporated in the 2013 Amendment to The City of McAlester Defined Benefit Retirement Plan and Trust (the "Amendment"); and

WHEREAS, a copy of the Amendment has been presented to the City Council for their review and adoption in the form of Exhibit "A" which is attached hereto and are made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that all future benefit accruals under the Plan shall cease effective July 1, 2013, including all benefit accruals under the Bonus Program and DROP Program portions of the Plan, and no further benefits shall accrue on behalf of any Participant on and after July 1, 2013.

FURTHER RESOLVED, that the Amendment is hereby approved and adopted to be effective as of the date therein stated.

FURTHER RESOLVED, that the Mayor and the City's officers and agents be, and they are hereby, appointed and authorized to do all acts necessary and proper to implement the Amendment and the foregoing resolutions, including the adoption of amendments as necessary to ensure compliance with the applicable requirements of the Internal Revenue Code of 1986 and submitting amendments for approval to the Internal Revenue Service.

EXECUTED as of the _____ day of May, 2013.

CITY OF MCALESTER

By _____
Steve Harrison, Mayor

(Seal)

Cora Middleton, City Clerk

Exhibit "A"

**2013 AMENDMENT TO
THE CITY OF MCALESTER DEFINED BENEFIT RETIREMENT PLAN AND TRUST**

Pursuant to the authority vested in the undersigned, The City of McAlester Defined Benefit Retirement Plan and Trust (the "Plan") is hereby amended as follows:

I.

The Plan is hereby amended to include the following language at the end of the Preamble:

"Effective July 1, 2013 (the 'Cessation Date'), all Participants shall cease accrual of any further benefits under the Plan. In conjunction with the cessation of such benefit accruals under the Plan, effective as of the Cessation Date, no further benefits shall accrue on behalf of any Participant on and after the Cessation Date. Service shall be permitted to continue for purposes of vesting and determination of eligibility for retirement."

II.

The Plan is hereby amended at Section 4.8 to include the following language at the beginning of the Section:

"Effective as of the Cessation Date as defined in the Preamble of the Plan, all Participants shall cease accrual of any further benefits under Plan on and after the Cessation Date, including those accrued under the Bonus Program pursuant to this Section 4.8 of the Plan. In conjunction with the cessation of such benefit accruals under the Plan, effective as of the Cessation Date, no further benefits shall accrue on behalf of any Participant after the Cessation Date. Further, all subsequent payments under the Bonus Program made in pursuant of this Section 4.8 shall cease to be made on and after the Cessation Date."

III.

The Plan is hereby amended at Section 4.9 to include the following language at the beginning of the Section:

"Effective as of the Cessation Date as defined in the Preamble of the Plan, all Participants shall cease accrual of any further benefits under the Plan on and after the Cessation Date, including those accrued under the DROP Program pursuant to this Section 4.9 of the Plan. In conjunction with the cessation of such benefit accruals under the Plan, effective as of the Cessation Date, no further benefits shall accrue on behalf of any Participant after the Cessation Date. Further, all subsequent payments under the DROP Program made in pursuant of this Section 4.9 shall cease to be made on and after the Cessation Date."

Except as otherwise provided in this 2013 Amendment to The City of McAlester Defined Benefit Retirement Plan and Trust, the Plan is hereby ratified and confirmed in all respects.

EXECUTED as of the ____ day of May, 2013.

CITY OF MCALESTER

By _____
Name _____
Title _____



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 9
Department: City Manager
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: May 21, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon approving a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorizing the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management.

Recommendation

Motion to approve a Resolution adopting by reference the Trust Indenture Titled "Oklahoma Municipal Retirement Fund" and authorize the Mayor and Clerk to execute the Agreement to Pool Funds with other Oklahoma Cities and Towns for the purposes of Administration, Investment, and Management.

Discussion

Attachments:

- 1) Resolution

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	05/21/13
City Manager	P. Stasiak 	05/21/13

RESOLUTION NO. _____

A RESOLUTION OF THE **CITY OF MCALESTER** ADOPTING BY REFERENCE THE TRUST INDENTURE TITLED "OKLAHOMA MUNICIPAL RETIREMENT FUND" AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE AGREEMENT TO POOL FUNDS WITH OTHER OKLAHOMA CITIES AND TOWNS FOR THE PURPOSES OF ADMINISTRATION, INVESTMENT, AND MANAGEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA:

WHEREAS, the City Council of the City of McAlester has heretofore adopted an Employee Retirement System by Ordinance No. _____, dated _____, 20____; and

WHEREAS, the City Council of the City of McAlester has determined that it is advisable to enter into a pooling agreement with the Oklahoma Municipal Retirement Fund, a public trust, for purposes of administration, investment, and management of the funds of the Employee Retirement System of the City of McAlester.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester that the Mayor and Clerk of the City of McAlester are hereby authorized to enter into the agreement for pooling of funds, same being attached hereto as Appendix B and incorporated herein by reference, effective as of July 1, 2013.

BE IT FURTHER RESOLVED that the Trust Indenture of the Oklahoma Municipal Retirement Fund, a public trust, is hereby adopted, accepted, and approved, same being attached hereto as Appendix C and incorporated herein by reference, effective as of July 1, 2013.

Passed and approved by the City Council of the City of McAlester this _____ day of _____, 20____.

Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

KNOW ALL MEN BY THESE PRESENTS:

That City of McAlester, Oklahoma, a duly organized municipal corporation of public trust, in the State of Oklahoma, upon proper resolution or ordinance, has established a retirement fund and system for the benefit of certain of its employees pursuant to the provisions of Title 11, Oklahoma Statutes, Sections 48-101, et seq., and has elected and does hereby elect to become a party to the above and foregoing Agreement pursuant to the terms thereof, and does hereby accept and adopt the "Oklahoma Municipal Retirement Fund" heretofore created pursuant to said Agreement, as the fund to which it will contribute for purposes of management and investment, the contributions required to be made by it under the terms of said retirement fund and system established for the benefit of its employees.

IN WITNESS WHEREOF, the said City Council of the City of McAlester, has caused this Acceptance and Agreement to be executed and attested on its behalf by its proper and duly authorized officers this _____ day of _____, 20_____.

By: _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 28, 2013</u>	Item Number:	<u>10</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u>01-5865403</u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u>\$22,521</u>
Date Prepared:	<u>May 20, 2013</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon, an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521.

Recommendation

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with IMS Infrastructure Management Services to continue the development of a Pavement Management Program for the lump sum fee of \$22,521.

Discussion

This agreement will allow IMS Infrastructure Management Services (IMS) to provide engineering and field testing services to continue the development of a Pavement Management Program. This will conclude the program that began during Summer 2012 and will include the remaining streets in the City that were not tested during Phase 1. This will include up to 63 test miles. A test mile includes one pass for two lane streets and two passes for the four lane streets. The Engineering Services Fee for this project is a lump sum fee of \$22,521.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JCM	05/20/13
City Manager	P. Stasiak		05/20/13



IMS Infrastructure Management Services
1895-D Rohlwing Road, Rolling Meadows, IL 60008
Phone: (847) 506-1500 Fax: (847) 255-2938
www.ims-rst.com

March 14, 2013
City of McAlester
28 E. Washington
P.O. Box 578
McAlester, OK 74502

Attention: John C. Modzelewski; City Engineer/Public Works Director
Reference: 2013 Pavement Management Program – Phase II Revised Proposal

Dear Mr. Modzelewski;

IMS Infrastructure Management Services is pleased to submit our proposal to perform the second phase of the pavement management program for the City of McAlester. IMS proposes to test the remaining portion of the City's street network not included in the 2012 testing, analyze data with PavePRO Manager software and develop a hard copy report.

For your review, we have also provided cost information on IMS's ROWMan asset inventory software which utilizes data collected during the RST pavement condition survey. The ROWMan software is integrated with the PavePRO Manager software to provide easy access to all asset data, both pavement and ROW features. Signs, signals, pavement striping, pavement markings, sidewalks, ADA ramps, curb & gutter, trees and more can be extracted as part of the current project. However, IMS can retain the GPS referenced digital video so that the City can have the option of extracting these ROW assets in the future without incurring the additional expense of re-driving the streets.

The proposed pavement management program will accurately reflect current conditions. This street information along with optional ROW data collected by IMS and/or City staff can be used to meet many of the reporting requirements of the GASB 34 "modified approach". IMS' automated data collection can provide a cost-effective approach to expand the pavement management software into a complete asset management program.

A brief description of the elements of the proposed program with corresponding fee schedule and cost summary is included on the following pages.

We look forward to our continued work with the City of McAlester. If you have any questions regarding the enclosed information, please feel free to contact our office.

Very truly yours,

IMS INFRASTRUCTURE MANAGEMENT SERVICES

A handwritten signature in black ink, appearing to read "Donald L. Hardt". The signature is written in a cursive, somewhat stylized script.

Donald L. Hardt
Manager of Client Services

PROJECT APPROACH

Surface Condition Survey

Surveys are completed using the Road Surface Tester (RST). The City will receive a continuous, objective, and accurate survey of the surface condition of the street network. These network-level surveys with intersection-to-intersection test sections will be linked to the City's GIS. The RST provides a great deal of flexibility and can easily adjust test section lengths to meet any previously established test sections or other City goals. Single-direction testing is usually performed on the two-lane streets. Two-direction testing is recommended for use on divided streets and arterials and collectors with four or more lanes of traffic. The



surface condition survey is conducted continuously over the entire length of the test section and is not based on sample sections. The information gathered in this survey includes inventory, roughness, rut depth, cracking, and texture. The effects of environmental conditions will be considered in conjunction with the surface condition survey.

To provide the City with a ROW asset data collection option, IMS will collect continuous digital video during the surface condition survey. The RST combines an inertial navigation guidance system with GPS to geolocate visible pavement and ROW features. The simultaneous pavement and ROW asset data collection capability of the RST is unique in the industry. It provides an efficient and cost-effective means to populate both pavement and asset management systems.

The presence of any failed or broken concrete slabs within a test section will be recorded for further detailed identification during the deflection survey. IMS crews will use the City-identified definition of failed/broken slabs as the basis for our rating. The number of failed slabs will be recorded during the deflection survey and used by *PavePRO Manager Software* to give the City an option to address individual slab removal and replacement as a maintenance/rehabilitation strategy for concrete pavements. If the City elects to use a surface only approach on all or some portion of the street network, the slab survey would be performed as a separate activity on identified concrete pavements.

Digital Images (Optional)

In conjunction with the surface condition survey, each test section is recorded on GPS referenced digital video with forward and rearward directed video cameras and used as part of IMS' Quality Control and Quality Assurance procedures. Additional cameras can be used to expand the viewing area or include features of special interest to the City. IMS can provide jpeg images at City specified intervals (e.g. 10' or 25') for viewing in *PavePRO Manager* and/or through the City's GIS. Many agencies find these images valuable as a "point-in-time" record of their roads and as a source of information for a variety of engineering, legal/investigative, and administrative uses. They can also be beneficial in assessing damage from a natural disaster or unforeseen event.



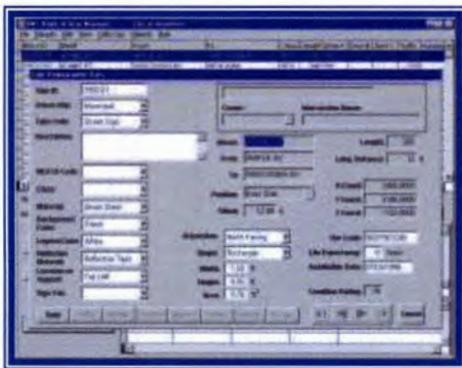
IMS uses an automated image capture process that is cost effective and has developed an image module for the *PavePRO Manager* software. This enhancement allows for the attachment of digital images to each test section. The user can then access all the pavement management data from a selected block and view multiple digital images for the identified section on his/her computer monitor. The digital images can be captured directly from the continuous video performed as part of the RST survey, generated from a City-owned digital cameras, and/or result from scanned photos or drawings.

Pavement Management Hard Copy Report

IMS will also provide the City with a hard copy pavement management report similar to the report prepared for the 2012 pavement survey. IMS will use the PavePRO Manager software to generate a series of pavement management reports individualized to the City needs. Field data and digital images will be provided in a database and delivered in a CD format with the hard copy report. The IMS pavement management report will permit the City of McAlester to investigate several different scenarios regarding traffic, budgets, rehabilitation strategies, etc. and their effect on pavement performance levels and budgets.

Right-of-Way Asset Management System (Optional)

Although the pavement management software provides for pavement inventory, IMS can provide ROW asset management software for the acquisition of additional pavement and ROW features. Signs and supports, trees, sidewalks, ADA ramps, curbs and gutters, inlets, manholes, pavement markings, pavement and ROW hardware, trees, and more can be included to a level of detail determined by the City. Data collection for the expanded inventory can be performed simultaneously with the surface condition survey using IMS's Laser RST or through a variety of techniques using City and/or IMS staff. This software is integrated with the pavement management software and will meet the requirements of GASB Statement 34.



FEE SCHEDULE

The cost summary is based on the following fee schedule. It is based on scheduling surveys in conjunction with other area projects to reduce mobilization charges.

• Project Initiation	\$2,500.00
• Network Referencing	\$1,000.00
• RST Mobilization & Calibration	\$3,000.00
• RST Surface Condition Survey	\$130.00/ test mile
• Dynaflect Mobilization & Calibration	\$2,000.00
• Deflection Testing	\$120.00/ test mile
• Data Processing (RST)	\$20.00/ test mile
• Data Processing (RST and Deflection)	\$25.00/ test mile
• Development of Structural Indices (3 rd Party Software)	\$15.00/ test mile
• PCC Slab Survey (for streets with no deflection testing)	\$35.00/ test mile
• Pavement Width Measurements (for streets with no deflection testing)	\$10.00/ test mile
• PavePRO Manager Software	\$4,000.00
• 3 rd Party Software	Special Quote
• Formal Hard Copy Report (in lieu of software)	\$6,500.00
• Data Configuration & Data Load (3 rd Party Software)	Special Quote
• Parking Lot Survey, Software/Report	\$0.25/sq.yd. - Special Review
• Software Training (on site)	\$1,000.00/day + travel expenses
• Engineering Interpretation, Analysis, Special Reports	\$125.00/hour
• Transfer of Historical Data to a New Program	\$85.00/hour
• PavePRO Software Maintenance and Support	\$1,000.00/year
• PavePRO/GIS Linkage	\$25.00/ test mile
• Digital Images @ 25' intervals (single view)	\$10.00/ test mile
• Digital Video Storage for Future ROW Asset Extraction	\$10.00/ test mile
• GPS/Camera Extraction Set-up & AVI Conversion	\$10.00/ test mile
• ROWMan Software	\$2,000.00
• Master Asset List Development	\$300.00 - \$1,500.00
• Project Management	7.5% of Task Activities
• Asset Extraction Services	
• Signs and Supports	\$2.50/sign
• Traffic Signals and Supports	\$2.50/signal and/or support
• Light Poles	\$1.75/pole
• Curb and Gutter	\$1.75/curb block
• Storm sewer Inlets	\$1.75/inlet
• Manholes	\$1.75/manhole
• Sidewalks	\$2.50/sidewalk block
• ADA Ramps	\$1.75/ramp
• Driveway Aprons (point asset)	\$1.75/apron
• Driveway Aprons (linear asset)	\$2.50/apron
• Railroad Crossings	\$2.50/crossing
• Hydrants	\$2.50/hydrant
• Trees	\$2.50/tree
• Pavement Markings (point assets)	\$1.75/marking
• Pavement Striping (linear assets)	\$1.75/block
• Guard Rails	\$2.50/guard rail
• Medians	\$2.50/median
• Fences	\$2.50/fence
• Ditches	\$2.50/ditch
• Misc. Road and ROW Hardware	\$2.50/asset
• Sign Retroreflectivity	Special Quote

COST SUMMARY

The following cost summary includes evaluating 63 miles of streets not tested in the 2012 survey. It is based on a street network of 148 miles less the 85 miles invoiced in 2012. Digital images and digital video storage are based on the entire 148 mile network.

Activity	Quantity	Units	Unit Rate	Total
Project Initiation				
Project Initiation	1	LS	\$2,500.00	\$2,500.00
Network Referencing	1	LS	\$1,000.00	\$1,000.00
Field Surveys				
RST Mobilization & Calibration	1	LS	\$3,000.00	\$3,000.00
RST Surface Condition Survey	63	MI	\$130.00	\$8,190.00
Data Management				
Data Processing	63	MI	\$20.00	\$1,260.00
Pavement Management Report	1	LS	\$5,000.00	\$5,000.00
Project Management	1	LS	\$1,571.00	\$1,571.00
Phase II Pavement Management Total				\$22,521.00
Options				
Digital Images (1 view at 25' intervals)	148	MI	\$10.00	\$1,480.00
Digital Video Storage for Future Asset Extraction	148	MI	\$10.00	\$1,480.00

Budget estimates for ROW assets are more difficult to develop because of unlimited scenarios and unknown quantities. Having performed sign surveys for a number of different county, city, and state agencies, we find that the number of signs ranged from 30 to 109 per mile. Other assets (e.g. sidewalks, light poles, hydrants, inlets, etc.) vary dramatically from agency to agency and district to district within the City depending on age, terrain, etc. Since there are some advantages to extracting multiple assets during the extraction activity, IMS will try to assist the City in developing a budget by offering a cost per mile alternative, in addition to or in lieu of the cost per asset previously referenced. We will need the City to provide one or more scenarios that include the various assets or features that would be included in the extraction process. We will then provide the City with a cost per mile to extract the requested assets. We believe that this alternative can assist the City in the budget process and eliminate surprises. If the City has a good estimate of the quantity of some of their assets, the unit price referenced in the fee schedule offer may be the best approach.

Services are provided on a unit-price basis and the City will be charged only for the actual number of miles tested or assets extracted and included in the database. The fee schedule is submitted with the assumption that the City of McAlester will provide or assist IMS with the following information and services:

- Street list and GIS centerline file of roads to be surveyed complete with functional classifications.
- Pavement widths in GIS
- Notification and coordination with other departments or agencies, if necessary.

PROJECT APPROVAL – City of McAlester, OK

This proposal is submitted in duplicate with each copy being considered as an original. Acceptance is constituted by signing and returning one copy to our office.

Approved Services (please check off approved services)

Phase II Pavement Management Program - (\$22,521.00)

Optional Services (please check off approved services)

Digital Images: 148 miles @ \$10/mile - (\$1,480.00)

Digital Video Storage for Future Asset Extraction: 148 miles @ \$10/mile - (\$1,480.00)

ACCEPTED:

City of McAlester, OK

By: _____

Title: _____

Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: May 20, 2013

Item Number: 11
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon a bid award to KATCON, Inc. to "Construct High Strength Terminal Apron Aircraft Parking Area" at McAlester Regional Airport.

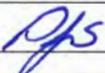
Recommendation

Motion to approve a \$126,671.70 bid award to KATCON, Inc. for construction of a High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport and authorize the Mayor to sign all the required documents and the construction contract.

Discussion

There were three bidders that presented proposals for the project. The Oklahoma Strategic Military Planning Commission and the city have funded the as bid. The City has elected to award the base bid only to the lowest bidder. The lowest base bid was KATCON, Inc. of McAlester, Okla. The amount of the base bid was \$133,937.00 but only \$126,670.00 of the total for this project of \$147,780.00 is available for construction. The City's match is \$14,780.00. The City's Airport Consultant LBR recommends that the base bid be awarded to KATCON, Inc.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	5/20/13
City Manager	P. Stasiak 	5/20/13

BID OPENING TAB SHEET

Bids To Be Opened at the office of the City Clerk, Municipal Building, 28 East Washington, McAlester, Oklahoma 74501, until 1:30 P.M. on May 6th.

Construct High Strength Terminal Apron Aircraft Parking Area
McAlester Regional-Eater Field, McAlester, Oklahoma

McAlester, Oklahoma

No.	Bidder		Non-Collusion Affidavit	Business Relationships Affidavit	E. E. O. Certificate	Bid Security	BASE BID						
1	Mid-plains Construction, Inc												
2	Con'tech, Inc	✓	✓	✓	✓	✓	145,980. ⁰⁰						
3	CP3 Enterprises												
4	Katcon, Inc	✓	/	✓	✓	✓	136,992. ⁷⁰						
5	Proctor Construction												
6	Continental Construction Corp	✓	✓	✓	✓	✓	141,762. ⁰⁰						
7	Hellerbrand Builders												
8													
	Engineer's Estimate - LBR Inc.						\$124,590.50						

Per Jed → scan Bid tab sheet and 2 lowest bids to him

* KATCON, Inc. was low bidder with a \$136,992.70 bid. When LBR reviewed bids they discovered a math error in KATCON's calculations that lowered their bid to \$133,937.70.



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 12
Department: Community Services
Prepared By: Mel Priddy Account Code: _____
Date Prepared: May 20, 2013 Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon a supplemental agreement to change the quantity of work to be done by Katcon, Inc. on High Strength Terminal Apron Aircraft Parking Area at the McAlester Regional Airport.

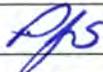
Recommendation

Motion to approve supplemental Agreement No. 1 to Katcon, Inc. quantity of work to be done on High Strength Terminal Apron Aircraft Parking Area at McAlester Regional Airport.

Discussion

Katcon, Inc. bid at bid opening of \$136,992.70 was incorrect because of a math error in their calculation. This was detected by Airport Consultant LBR and changed to \$133,937.70. Because only \$126,071.70 is available for construction on this project this supplemental agreement is necessary to change quantity of work to be done on the Project.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	May 20, 2013
City Manager	P. Stasiak 	May 20, 2013



LBR Inc. Airport Consultants

May 7, 2013

Honorable Mayor and City Council
City of McAlester
28 East Washington
McAlester, Oklahoma 74501

Mayor Harrison;

Bids to "Construct High Strength Terminal Apron Aircraft Parking Area" at the McAlester Regional Airport were received at 1:30 PM on Monday, May 6, 2013.

There were three bidders presenting proposals. The staff at LBR Inc. has reviewed the bids. The bid from Katcon, Inc. for the Base Bid, in the total amount of \$133,937.70, was the lowest overall bid received.

The construction budget for the project consists of \$126,672.00. After analysis of the bid, LBR suggests reducing the total amount of total area of paving to be replaced with high strength pavement. This reduces the total project cost to an amount less than the construction budget. To accomplish this, LBR recommends that the Base Bid be awarded to Katcon, Inc. in the amount of \$126,671.70, contingent upon successful execution of Supplemental Agreement #1, also enclosed.

Please authorize the Mayor and City Attorney to sign all required documents. All referenced documents will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this most important project for the City of McAlester, and the McAlester Regional Airport.

Respectfully Submitted,

Jed Banks, P.E., President

Enclosures

SUPPLEMENTAL AGREEMENT NO. 1

1. Sponsor's (Public Agency) Name and Address
 City of McAlester
 28 East Washington
 McAlester, Oklahoma 74501

2. Name of Airport
 McAlester Regional Airport

3. Project Numbers

4. Date Prepared - Prepared by:
 May 7, 2013 - Jed Banks

5. Name and Address of Contractor
 Katcon, Inc.
 P.O. Box 1329
 McAlester, Oklahoma, 74502

6. Description of Work Included in Contract
 "Construct High Strength Terminal Apron Aircraft Parking Area"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)

A. Through K. - The quantity of work to be done on the project is being adjusted to balance the cost of construction with the available funding.

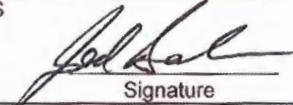
8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	3	330	\$7.10	335	\$7.10	\$2,343.00	\$2,378.50
B.	4	730	\$8.61	705	\$8.61	\$6,285.30	\$6,070.05
C.	5	110	\$35.70	98	\$35.70	\$3,927.00	\$3,498.60
D.	7	20	\$175.92	14	\$175.92	\$3,518.40	\$2,462.88
E.	8	730	\$12.50	705	\$12.50	\$9,125.00	\$8,812.50
F.	9	20	\$192.28	12	\$192.28	\$3,845.60	\$2,307.36
G.	10	730	\$12.50	705	\$12.50	\$9,125.00	\$8,812.50
H.	11	190	\$6.00	50.55	\$6.00	\$1,140.00	\$303.30
I.	12	730	\$29.00	705	\$29.00	\$21,170.00	\$20,445.00
J.	13	730	\$74.45	705	\$74.45	\$54,348.50	\$52,487.25
K.	14	170	\$8.07	168	\$8.07	\$1,371.90	\$1,355.76
Total:						\$116,199.70	\$108,933.70

9. Original Contract Amount \$133,937.70
 Supplemental Agreement #1 -\$7,266.00
 New Contract Amount After SA #1 \$126,671.70

10. Original Contract Time: 40 workdays New Contract time: 40 workdays

This Change Order Subject to All Original Contract Provisions.

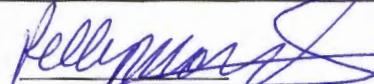
11. ISSUED FOR REASONS INDICATED ABOVE


Consultant
5/7/2013
Signature
Title
Date

12. ACCEPTED BY SPONSOR

Signature
Title
Date

13. ACCEPTED BY CONTRACTOR


PRESIDENT
5-9-13
Signature
Title
Date



McAlester City Council

AGENDA REPORT

Meeting Date: 05/28/2013 Item Number: 13
Department: Fire Department
Prepared By: Brett Brewer Account Code: _____
Date Prepared: 05/20/2013 Budgeted Amount: _____
Exhibits: 1

Subject

TABLED FROM PREVIOUS MEETING - Discussion, and possible action, on renewing our agreement between City of McAlester and Advanced Data Processing, INC (dba Intermedix-ADPI)

Recommendation

Staff recommends motion to Table Agreement to 6/11/13 Council Meeting.

Discussion

Recently the Department of Health and Human Services ("HHS") released a Final Rule implementing various changes under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The rule requires that specific changes be made to existing business associate agreements. As such, Intermedix has updated our current Business Associate Agreement in accordance with the Final HIPAA Rule. The City's attorney has reviewed the agreement and the Fire Administration recommends the renewal of the agreement.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	BB	05/05/2013
City Manager	P. Stasiak <i>PJS</i>	05/20/2013

**AGREEMENT BETWEEN
CITY OF MCALESTER
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX
FOR
AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of February, 2013 (the "Effective Date") by and between City of McAlester, an Oklahoma Municipality, with principal offices located at 28 East Washington, McAlester, Oklahoma 74502. ("Client") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

- 1. ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").
- 2. SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the SaaS Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.
- 3. RIGHT TO USE SAAS SERVICE AND RESTRICTIONS.**

3.01 Right to Use. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Intermedix hereby grants to Client a limited, non-transferable, non-assignable right to access and use the following, without the right to sublicense: (i) Intermedix's proprietary billing system software (the "SaaS Service") as part of the Services provided hereunder, via Internet connection solely in support of the billing and collection with respect to the Client's EMS services; and (ii) any associated end-user documentation provided by Intermedix (the "Documentation") in support of Client's authorized access and use of the SaaS Service.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the SaaS Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the SaaS Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the SaaS Service or in any way attempt to discover or reproduce source code for the SaaS Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the SaaS Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the SaaS Service, any other Service or the Documentation.

3.03 Hosting of Application. Intermedix shall establish and maintain a production version of the SaaS Service for Client's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The SaaS Service shall reside on a server or cluster of servers which are physically located at Intermedix's place of business or at a third-party site. The SaaS Service may reside on a server or cluster of servers used for the applications of other Intermedix customers.

3.04 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the SaaS Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the SaaS Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the SaaS Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the SaaS Service.

3.05 Limitation of Access to SaaS Service. Client's right to access and use the SaaS Service will vary depending upon the scope of the Services being provided by Intermedix. By way of example, if Intermedix is responsible for inputting Client's data, Client's access to the SaaS Service will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of Intermedix and the authorized Users (as defined below) of Client. A complete and signed access form for each of Client's Users authorized to access the SaaS Services must be submitted to and approved by Intermedix. "User" means with respect to the SaaS Service or any other Intermedix product identified in an Exhibit: (i) any employee of Client or (ii) any medical professional who is authorized to perform medical services for Client within the applicable Client territory or jurisdiction as of the Effective Date. Client shall not permit the access or use of the SaaS Service

by a third party, other than Client's Users who have complied with the terms and conditions of this Agreement, whether to provide services for Client or otherwise, without Intermedix's prior written consent.

3.06 Reporting. Operational and financial data reports for Client will be available on the SaaS Services when the SaaS Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.07 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the SaaS Service, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3.08 Third Party Software. The SaaS Service may incorporate software under a license to Intermedix from a third party ("Third Party Software"). If the licensor of any commercial off-the-shelf Third Party Software requires Client's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), Intermedix will provide such EULA to Client. In order to use the SaaS Service, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the SaaS Service. Client's use of the SaaS Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s). Client shall not use any Third Party Software embedded in, or provided in connection with the SaaS Service on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the SaaS Service and the applicable EULA.

3.09 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, SaaS Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

3.10 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide

Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. CLIENT RESPONSIBILITY.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the SaaS Service. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the SaaS Service or (iv) any loss or theft of a hardware device on which a User has access to the SaaS Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the SaaS Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the SaaS Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the SaaS Services in compliance with the SaaS Security Characteristics. The "SaaS Security Characteristics" means a

password to access the SaaS Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the SaaS Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

- (a) Six and a three-quarter percent (6.75%) of all monies collected by Intermedix for EMS provided by Client less refunds ("Net Collections"), plus
- (b) all amounts set forth in any Addendum attached hereto; **plus**

Intermedix reserves the right to increase these fees upon thirty (30) days written notice to Client if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by Client.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to **P.O Box 578, McAlester, Oklahoma, 74502 ATTN: Carol Janisch**. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill and the length of the payments do not exceed 18 months; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make

arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Intermedix will invoice Client, and Client agrees to pay in accordance with the terms and conditions of this Agreement, three percent (3.0%) of collected amounts on accounts directly sent by an Intermedix selected third party collection agency as an administration fee. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. SYSTEM SUPPORT. Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. INDEPENDENT CONTRACTORS. Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. LIMITATION ON LIABILITY. INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE SAAS SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE

LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. INSURANCE. Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article XI may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client shall not employ or hire any employee or former employee of Intermedix who, pursuant to this Agreement, has had any contact with employees or representatives of Client or has worked on Client's accounts, without the prior written consent of Intermedix.

13. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- (c) Optional Services (Exhibit C attached hereto and made a part hereof); and
- (d) Addendum to Service Agreement – TripTix® Program (Exhibit D attached hereto and made a part thereto).

14. TERM AND TERMINATION.

14.01 Term. This Agreement shall be effective for a one (1)-year period, commencing February 1, 2013 through January 31, 2014, unless terminated as provided in Section 14.02 below (the “Initial Term”). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods (“Renewal Terms”; collectively, the Initial Term together with any Renewal Terms are the “Term”), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. Additionally, both parties acknowledge and agree that they have entered and operated under the terms of the prior agreement (entered into on August 31, 2009 with an effective date of October 1, 2009) for a renewal term from October 1, 2010 through January 31, 2013. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

(a) Following the period one (1) year from the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon three (3) months prior written notice to the other party.

(b) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) If Client or Intermedix shall: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage

of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of six (6) months (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Article 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. FORCE MAJEURE. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. GENERAL WARRANTIES AND DISCLAIMERS.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. EXPORT LAWS. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. ASSIGNMENT OF AGREEMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. NOTICES. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To City: City of McAlester
Attn: Carol Janisch
P. O. Box 578
McAlester, OK 74502

To Intermedix: Intermedix Corporation
Attn: Brad Williams
Vice President & Chief Accounting Officer
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308

21. SEVERABILITY. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. AMENDMENT/WAIVER. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. CONSTRUCTION OF AGREEMENT. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. NO THIRD PARTY BENEFICIARIES. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. COUNTERPARTS. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

<p>ADVANCED DATA PROCESSING, INC., a subsidiary of INTERMEDIX CORPORATION, a DELAWARE CORPORATION</p>	<p>CITY OF MCALESTER, AN OKLAHOMA MUNICIPALITY</p>
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By: _____

Name: Doug Shamon

Title: President

By: _____

Name:

Title:

Exhibit A
Scope of Services

Base Services and Obligations:

- A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:

Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.

Assist Client in identifying necessary documentation in order to process and bill the accounts.

Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.

Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.

Respond to and follow up with Payors and respond to messages or inquiries from a Payor.

Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.

Maintain records of services performed and financial transactions.

Meet, as needed, with representatives of Client to discuss results, problems and recommendations.

Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.

Support the provider in filing and maintaining required documentation and agreements with Payors (e.g., Medicare, Medicaid, Champus, etc.). However, Provider shall remain responsible for all required documentation.

Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.

Provide a designated liaison for Client, patient and other Payor concerns.

Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.

Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.

Establish arrangements with hospitals to obtain/verify patient insurance and contact information.

Respond to any Client, Payor or patient inquiry or questions promptly.

Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.

Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.

Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.

Process refund requests and provide Client with documentation substantiating each refund requested.

Intermedix acknowledges its obligations as Client's Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681. Intermedix will ensure that its activities for Client are conducted in accordance with reasonable policies and procedures designed to help detect, prevent and mitigate the risk of identity theft. Intermedix will use reasonable efforts to help ensure that any agent or third party who performs services on Intermedix's behalf in connection with this Agreement, including subcontractors, also agrees to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Intermedix will promptly alert Client of any red flag incident involving Client's data or that of Client Patients in Intermedix's possession of which we become aware, and the steps that are being taken to mitigate any potential security compromise.

Assign patient account numbers providing cross-reference to Client's assigned transport/dispatch numbers.

Maintain responsibility for obtaining missing or incomplete insurance information.

Provide accurate coding of medical claims based on information provided by Client.

Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after six (6) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client. Notwithstanding the foregoing, no account shall be turned over for collection without Client's consent.

Permit real-time read only electronic look-up access by Client to Intermedix's SaaS Service to obtain patient data and billing information.

Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

B. *Client's Responsibilities and Obligations:*

From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
- (x) odometer readings such that loaded miles may be calculated;
- (xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and
- (xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws, including but not limited to laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

Client will timely process refunds identified by Intermedix for account overpayments.

Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

Client agrees to notify Intermedix in the event that their Epcr vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made part of the Underlying Agreement (as defined below).

This Business Associate Agreement (“Agreement”) is entered into between City of McAlester, an Oklahoma municipal corporation (“Covered Entity”) and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware corporation (“Business Associate”), effective as of the Effective Date.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, a separate agreement, entitled Agreement for Ambulance Billing and Related Professional Services, as of the Effective Date, or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”), and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

28. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

29. Obligations of Business Associate.

29.01 Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate’s obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or required by law; or (iii) as otherwise permitted by this Agreement. Further, Business Associate shall not Use

or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506 (c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when required by law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

29.02 Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

29.03 Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

29.04 Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

29.05 Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

29.06 Encryption. To facilitate Business Associate’s compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act on the HHS Web

site. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

30. Reporting.

30.01 Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below.

30.02 Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If the Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within three (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. ___To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR §164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HITECH Act with respect to such Breach.

31. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement (the "Subcontractors Agreement").

32. Rights of Individuals.

32.01 Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under 45 CFR §164.524. Subject to Section 5.b below, (i) in the event that any individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR §164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

32.02 Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed the Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

32.03 Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

32.04 Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting

obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

32.05 Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

32.06 Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

33. Remuneration and Marketing.

33.01 Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

33.02 Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

34. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

35. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

36. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

37. Termination.

37.01 Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Covered Entity shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Business Associate, terminate its relationship with Business Associate; or (iii) if such termination is not feasible, report the Business Associate's breach or violation to the Secretary.

37.02 Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate its relationship with Covered Entity; or (iii) if such termination is not feasible, report the Covered Entity's breach or violation to the Secretary.

37.03 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If

Attn: Gregg Bloom, Compliance Officer & Vice President
Telephone no: 954-308-8702
Facsimile no: 954-308-8725
Email: gregg.bloom@intermedix.com

Exhibit C
Optional Services

Intermedix will provide the following specific optional services by mutual written agreement with Client:

1. Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.
2. If Client has purchased TripTix product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

Exhibit D
Addendum to Service Agreement
(TripTix® Program)

This Addendum to the Agreement (the "Addendum") hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Addendum. To the extent the terms and conditions of the Agreement are in conflict with this Addendum, the terms of this Addendum shall control. Where not different or in conflict with the terms, conditions and definitions of this Addendum, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Addendum as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or SaaS Service (the "Product" as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Triptix Term, subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Addendum, the following definitions shall apply:

"Addendum Effective Date" shall mean the date on which the last party to this Addendum executed it.

"Intellectual Property" shall mean all of Intermedix's rights in and to the Product and Product Unit, including, without limitation, Intermedix's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

“Product” shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

“Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

“Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

“Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

“Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

“Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

“Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 5.01 of the Agreement during the TripTix Term. Additionally, in the event that Client terminates this Addendum during the period eighteen months following the Addendum Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Article 5 of the Agreement, Client shall make the following payments: (i) three and one quarter percent (3.25%) of all Net Collections for use of Intermedix provided field data capturing and reporting system consisting of up to and including three (3) Product Units; an additional charge of (1.30%) for one (1) additional Product Unit. and (ii) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Addendum Effective Date and subject to the terms and conditions of this Addendum, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the TripTix Term. This right to use the Product during the TripTix Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Addendum Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Addendum. Also, in connection with the potential provision of such Product Units, Client agrees:

(a) Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the

replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one business day following the business day on which the request is made.

(b) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) Client may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Agreement or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

(d) Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

(e) Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

(f) Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the SaaS Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Addendum shall begin on the Addendum Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below (the "TripTix Term").

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of the Addendum shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Addendum.

5.03 Termination of the Addendum.

(a) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment outlined in Schedule 2.01 shall be immediately due and payable.

(c) Client may terminate this Addendum (but not the Agreement) at any time for convenience by providing thirty (30) prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Addendum, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination,

Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Addendum without cause upon six (6) months prior written notice to Client.

5.04 Obligations Following Termination. Any termination of the Addendum shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Addendum, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Addendum for any reason, Client shall immediately discontinue use of the Product, and within ten (10) days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS ADDENDUM AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Early Termination Fee

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

Period	Amount
For an Early Termination for Product Units in possession of and during the first eighteen (18) months from the beginning of the TripTix Term:	\$5,010.00

Schedule 2.02
Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

CORP\1394246.2



McAlester City Council

AGENDA REPORT

Meeting Date: May 28, 2013 Item Number: 14
Department: Council
Prepared By: John Titsworth, Councilman Account Code: _____
Date Prepared: May 20, 2013 Budgeted Amount: _____
Exhibits: _____

Subject

Discussion of amendments to Sec 102-98 of the McAlester City Code, or otherwise imposing additional or alternate restrictions on parking on city streets, to reduce traffic obstructions, and insure residential access. Said Discussion to include exceptions for designated business areas and applicable fines.

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>05/20/13</u>

Council Chambers
Municipal Building
May 14, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, May 14, 2013, at 6:00 P.M. after proper notice and agenda was posted May 10, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin, Sam Mason
& Steve Harrison
Absent: Robert Karr
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the April 23, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 7, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$3,388.72.
- Confirm action taken on City Council Agenda Item 7, Submittal of the Preliminary Annual Operating Budget for FY 2013/2014. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*

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

AYE: Trustees Garvin, Mason, Smith, Titsworth, Read & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Garvin, Mason, Smith, Titsworth, Read & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 14, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, May 14, 2013, at 6:00 P.M. after proper notice and agenda was posted May 10, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Buddy Garvin,
Sam Mason & Steve Harrison
Absent: Robert Karr
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the April 23, 2013 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 7, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$268,620.33.
- Confirm action taken on City Council Agenda Item 1, final Contractor's Pay Estimate No.3- Final for the construction of 2010 CDBG Water Improvements in an amount of \$140,340.00. (*David Medley, PE, Director of Utilities*)
- Confirm action taken on City Council Agenda Item 2, final acceptance of FY-10 CDBG Small Cities Grant Waterline Project as completed and authorizing Mayor to sign Closeout Documents. (*Peter J. Stasiak, City Manager and Millie Vance, Grant Writer*)
- Confirm action taken on City Council Agenda Item 3, final plat for "Royal Oaks". (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 6, to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 7, Submittal of the Preliminary Annual Operating Budget for FY 2013/2014. (*Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager*)

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

AYE: Trustees Smith, Titsworth, Read, Garvin, Mason & Harrison
NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Smith, Titsworth, Read, Garvin, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 23, 2013

The McAlester Retirement Trust Authority met in Regular session on Tuesday, April 23, 2013 at 6:00 P.M. after proper notice and agenda was posted April 22, 2013.

Present: Weldon Smith, Travis Read, Robert Karr, Sam Mason & Steve Harrison
Absent: Buddy Garvin
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the March 26, 2013, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of April, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$69,789.56.

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

AYE: Trustees Titsworth, Read, Karr, Mason, Smith & Chairman Harrison
NAY: None

Chairman Harrison 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. Titsworth. The vote was taken as follows:

AYE: Trustees Titsworth, Read, Karr, Mason, Smith & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary