



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 14, 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

Stephanie Swinnea, Pastor, All Saints Episcopal 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 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)*
- 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)*

ITEMS REMOVED FROM CONSENT AGENDA**PUBLIC HEARING**

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

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

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.

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.

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.

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.

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.

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.

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.

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 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)*
- 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)*

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

Majority of a Quorum required for approval

- 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)*
- 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)*

ADJOURN MPWA

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.

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

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, April 23, 2013, at 6:00 P.M. after proper notice and agenda was posted, April 22, 2013, at 10:53 A.M.

Call to Order

Mayor Harrison called the meeting to order.

Pastor Charles Neff, United Methodist 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, Robert Karr, Sam Mason & Steve Harrison

Absent: Buddy Garvin

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; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Stephanie Giacomo Executive Director of Pride in McAlester addressed the Council reminding them that this Saturday, April 27, 2013, would be the last day for the Spring Clean up and again she urged all citizens to take advantage of the clean up.

Claude Bess, Oklahoma Mezonet, addressed the Council expressing the organizations' appreciation to the City for hosting a Mesonet site for twenty (20) years. He then presented the Mayor with a Certificate of Appreciation and a shadow box containing a used anemometer that had been signed by all of the Mesonet staff.

Consent Agenda

- A. Approval of the Minutes from the April 9, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for April 3, 2013 through April 16, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$106,440.93; Parking

Authority - \$178.55; Nutrition - \$1,527.66; Landfill Res./Sub-Title D - \$5,079.00; Employee Retirement - \$1,331.70; Airport Grant - \$10,924.00; Tourism fund - \$3,413.08; SE Expo Center - \$5,318.35; E-911 - \$6256.00; Economic Development - \$84,569.38; CDBG Grants Fund - \$91,926.00; Fleet Maintenance - \$4,503.06 and Worker's Compensation - \$941.68.

- C. Ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(John Modzelewski, PE, City Engineer and Public Works Director)*
- D. Accept and place on file the MPower 3rd Quarterly Report for Fiscal Year 2012-2013. *(Shari Cooper, Executive Director)*
- E. Accept and place on file the McAlester Main Street 3rd Quarterly Report for Fiscal Year 2012-2013. *(Ginny Webb, Executive Director)*
- F. Accept and place on file the Pride in McAlester 3rd Quarterly Report for Fiscal Year 2012-2013. *(Stephanie Giacomo, Executive Director)*
- G. Authorize the Mayor to sign XTO Energy, Inc. Division Order for Property No. 132143, Jernigen 01-08H05, Pittsburg County, Oklahoma. The DO is confirmation that the well has reached producing status, provides a legal description of the property and confirms the City's decimal interest in revenues. *(Cora Middleton, City Clerk)*
- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33302-ME. *(Cora Middleton, City Clerk)*
- I. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33297-ME. *(Cora Middleton, City Clerk)*
- J. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 5 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- K. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- L. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 7 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- M. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 9 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*

- N. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 16 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- O. Consider, and act upon, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- P. Consider, and act upon, approving ADDENDUM NO. 1, to the Water Purchase Agreement between the City of McAlester and Pliant, L.L.C. and authorizing the Mayor to sign ADDENDUM NO. 1. *(Cora Middleton, City Clerk)*

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, Read, Karr, Mason & Mayor Harrison
NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to open a Public Hearing addressing the proposed Capital Program for FY 2013/2014-2017/2018, the Final Performance Report for the CDBG-10 Small Cities Water Project and an Ordinance amending Chapter 46 of the City of McAlester Code of Ordinances. There was no discussion, and the vote was taken as follows:

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

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

Public Hearing

- A Public Hearing on the proposed Capital Program for FY 2013/2014 – 2017/2018 for the City of McAlester.
- Public Hearing on the CDBG-10 Small Cities Water Project; Final Performance Report.
- AN ORDINANCE AMENDING CHAPTER 46, ENVIRONMENT, OF THE MCALESTER MUNICIPAL CODE; BY AMENDING ARTICLE II, NUISANCES, SECTION 46-30, SAME-HEALTH NUISANCES AND ARTICLE III, LOT CLEANING, SECTION 46-53, PROHIBITED; RESPONSIBILITIES; REPEALING ALL CONFLICTING ORDINANCES; 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 Read, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, 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, authorizing the Mayor to sign a contract between the City of McAlester and K-Bar Company to construct the Mallard Lane and Flamingo Road Drainage Improvements. (*John Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

The recommendation is to enter into an agreement with K-Bar Company for a Total Bid equal to \$143,663.87 to construct the Mallard Lane and Flamingo Road Drainage Improvements. The funding source for this project is Account Number 41-5865405.

Councilman Karr moved to authorize the Mayor to sign a contract with K-Bar Company, in the amount of \$143,663.87, to construct the Mallard Lane and Flamingo Road Drainage Improvements. The motion was seconded by Councilman Smith.

Before the vote, John Modzelewski addressed the Council explaining that the project had been advertised on March 17, 2013 and March 24, 2013. H added that two bids had been received and opened on April 9, 2013 with K-Bar being the lowest, responsible and qualified bidder.

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

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

NAY: None

Mayor Harrison declared the motion carried.

2. Presentation of the McAlester Regional Health Center 3rd Quarterly Report for Fiscal Year 2012-2013. (*David Keith, CEO McAlester Regional Hospital*)

Executive Summary

Accept and place on file the McAlester Regional Health Center 3rd Quarterly Report for Fiscal Year 2012-2013.

David Keith, CEO McAlester Regional Health Center addressed the Council updating them on the past quarters activities and improvements at the Hospital. He reviewed the objectives of the hospital, the Safety Initiatives that had been implemented, the various certifications that the Hospital had received, he stressed that the quality of patient care was utmost important and the Primary Care Residency Program. He reviewed the Hospitals' need to expand the Emergency Room and Intensive Care Unit to accommodate the growing number of patients. Mr. Keith

reviewed the Hospital's areas of recruitment, the current staff, the improvements in communication and the implementation of Lean projects.

Melissa Walker, CFO McAlester Regional Health Center reviewed the Hospital's financial statements for the 3rd Quarter of fiscal year 2012-2013.

Mr. Keith discussed the projected reductions in Medicaid and what steps may be taken to address that in the future.

A motion was made by Councilman Read and seconded by Councilman Karr to accept and place on file the McAlester Regional Health Center 3rd Quarterly Report for fiscal year 2012-2013. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

3. 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.

Mayor Harrison commented that it was his understanding that this item needed to be tabled at this time.

A motion to table item "3" was made by Councilman Titsworth and seconded by Councilman Read. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. 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.

Mayor Harrison stated that this item needed to be tabled as well.

A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to table item "4". There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Discussion and update on Financials as of March 31, 2013. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Discussion and Update of Financial Reports as of March 31, 2013.

Ms. Ervin reviewed the financial projections of the City of McAlester as of March 31, 2013. She stated that these projections were out to the end of the fiscal year. She reviewed both the General Fund and the MPWA commenting how the projections would affect the City's end of year balances. She reminded the Council that expenditures were still under budget and the staff was continuing to control spending.

Manager Stasiak commented that the City was about one million under budget for expenditures which gave the City about a \$200,000.00 cushion.

Mayor Harrison commented that unless there were more negative surprises the City was okay for this fiscal year.

6. Consider, and act upon, authorizing the Mayor to sign a Resolution calling for a Special Election on the 13th day of August, 2013, submitting to the registered, qualified voters of the City of McAlester a question concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve authorizing the Mayor to sign a Resolution calling for a Special Election on August 13, 2013 concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation.

A motion was made by Councilman Smith and seconded by Councilman Karr approving and authorizing the Mayor to sign RESOLUTION NO. 13-03, calling for a Special Election on August 13, 2013, concerning a 25 year non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma gas and issue an Election Proclamation.

Before the vote, Mayor Harrison asked the City Clerk if this had been her submission. Ms. Middleton explained that these were the follow up documents that actually called for the election.

Councilman Smith inquired about the "non-exclusive" franchise and Mayor Harrison commented that it was his understanding that Centerpoint would pay for the election.

City Attorney Ervin explained that this would allow other vendors to provide energy services in the City of McAlester and that Centerpoint would pay all costs related to the Special Election.

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

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

NAY: None

Mayor Harrison declared the motion carried.

7. Discussion, and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the purchase of tools and equipment for the Brush Truck, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the purchase of tools and equipment for the Brush Truck, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, Chief Brewer addressed the Council reminding them that a few months ago the Department of Agriculture had donated a truck to the Fire Department. This purchase would outfit the truck with needed miscellaneous tools and equipment and the cost would not exceed \$6,000.00.

There was a brief discussion concerning where the quotes were coming from and what the balance would be after this purchase.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider and act upon, a Resolution to adopt the Capital Improvement Program 2013/2014-2017/2018. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve the Resolution adopting the Capital Improvement Program for 2013/2014-2017/2018.

A motion to approve RESOLUTION NO. 13-04 adopting the Capital Improvement Program for 2013/2014-2017/2018, was made by Councilman Smith and seconded by Vice-Mayor Mason.

Before the vote, Manager Stasiak commented that this was a Charter required step in formally adopting the Capital Improvement Program and the public hearing had been conducted earlier this evening. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. Consider and act upon an Amendment to Airport Consultant LBR's contract with the City of McAlester. (*Mel Priddy, Director of Community Services*)

Executive Summary

Motion to approve an Amendment to LBR's contract with the City of McAlester.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve an Amendment to LBR's contract with the City of McAlester.

Before the vote, city Attorney Ervin explained that he had a conference call with LBR during which the company informed him that they had some studies that would be done in the next week or two. He commented that he thought the appropriate thing to do tonight would be to either pull the item or table it indefinitely and bring it back when LBR had the numbers from the tests.

Mel Priddy commented that it should be ready by the second week in May.

City Attorney Ervin commented that the testing was to see what type of rock the contractors would be dealing with in the area.

Mayor Harrison asked for a motion to table the item indefinitely. A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to table the item indefinitely. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

10. Consider and act upon a Personal Services Agreement with Jim Grego for hay baling on the McAlester watershed, the Steven Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$7,250.00. (*Mel Priddy, Director of Community Services*)

Executive Summary

Motion to approve a Personal Services Agreement with Jim Grego for hay baling in the amount of \$7,250.00.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a Personal Services Agreement with Jim Grego for hay baling in the amount of \$7,250.00.

Before the vote, Mel Priddy addressed the Council informing them that the Community Services Department had received six (6) bids for hay baling on the McAlester watershed, the Steven Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike. He commented that Mr. Grego had been the high bidder at \$7,250.00.

Vice-Mayor Mason expressed concern regarding the City of McAlester being adequately covered with the insurance that was provided.

City Attorney Ervin explained that as certificate holder the City would be covered in any event. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

11. Consider and act upon Re-Plat for "CVS McAlester Addition". (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve the Re-Plat for the "CVS McAlester Addition" and authorize the Mayor to sign the documents.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the Re-Plat for the "CVS McAlester Addition" and authorize the Mayor to sign the documents.

Before the vote, City Manager Stasiak explained that the Planning and Zoning Commission had met on February 19, 2013 and voted unanimously to recommend approval of the Re-Plat. He stated that this would take four (4) lots and combine them into one (1) lot.

There was a brief discussion among the Council and Michael Dogget, Civil Engineer with Winkelmann & Associates regarding when construction would begin and the foreclosure of 10th Street through District Court.

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

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

NAY: None

Mayor Harrison declared the motion carried.

12. Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, amending Chapter 46, Environment, of the McAlester Municipal Code, Article II, Nuisances, Section 46-30, Same-Health Nuisances and Article III, Lot Cleaning, Section 46-53, Prohibited; Responsibilities; Repealing all Conflicting Ordinances; and Declaring an Emergency. (*Mayor Steve Harrison and Vice Mayor Sam Mason*)

Executive Summary

Motion to approve Ordinance amending Chapter 46, Environment, Article II, Nuisances, Section 46-30 and Article III, Lot Cleaning, Section 46-53.

ORDINANCE N O. 2462

AN ORDINANCE AMENDING CHAPTER 46, ENVIRONMENT, OF THE MCALESTER MUNICIPAL CODE; BY AMENDING ARTICLE II, NUISANCES,

SECTION 46-30, SAME-HEALTH NUISANCES AND ARTICLE III, LOT CLEANING, SECTION 46-53, PROHIBITED; RESPONSIBILITIES; REPEALING ALL CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to approve **ORDINANCE NO. 2462.**

Before the vote, there was discussion among the Council including Manager Stasiak and City Attorney concerning the Attorney's review of the document, the increase in the administrative fee, what would be done if there was no utility connection on the property, the new language in the Ordinance that required property owners to maintain the property to the right-of-way, reminding the citizens to not blow clippings into the street and possibly putting something in the water bill or newspaper to remind the citizens of the code addressing that problem.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Councilman Read moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Titsworth.

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

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that the City would be working with contractors looking at concrete panel replacement. They would be going out for quotes on the projects and would keep everyone advised on how the projects were developing.

Councilman Smith asked which areas were being proposed and what the cost could be.

Manager Stasiak commented that the areas would be prioritized in the major corridors and it would be difficult to estimate the costs since each project would be different.

Remarks and Inquiries by City Council

Councilmen Smith, Read and Mason did not have any comments for the evening.

Councilman Titsworth inquired about the information that had been supplied regarding the air conditioning at the Expo and if the proceeds from the sale of the land to the Choctaw Nation could be used to install air conditioning at the Expo.

Manager Stasiak explained that the question had previously come up and this was for information purposes only. City Attorney Ervin commented that the Council could decide what purpose the money would be spent for. If it was decided that an economic development purpose was involved at the Expo then that funding could be used.

Councilman Karr thanked the Community Services Department for the job they did cleaning "A" Street. He also commented on the turn out at the Pow Wow. He then asked about the mention of the PBR at the Expo in the City Manager's report.

Manager Stasiak commented that it would be for one (1) night and then there would be a concert held at the Choctaw Casino after the rodeo.

Mayor's Comments and Committee Appointments

Mayor Harrison informed the citizens that there would not be another Council meeting until May 14th the day of the Special Election. He commented that there was only one (1) item on the ballot and if the citizens approved the proposition the City would be able to make arrangements to begin the much needed work on the streets in the City. He then urged all of the Citizens to vote yes on May 14th.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Titsworth.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:15 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:19 P.M.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:20 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

APRIL 16, 2013

THRU

MAY 7, 2013

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	FRANCHESKA RADOSEV	I-201304174875	01 -5432331	EMPLOYE TRAVE REIMB EMS LICENSE FEE	064359	85.00
	COLT SANDERS	I-201304244893	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	064419	150.00
01-A00026	AT & T LONG DISTANCE					
		I-201304174873	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DISTANCE SVS	064360	209.30
01-A00267	AIRGAS, INC					
		I-9015030780	01 -5542203	REPAIRS & MAI BOTTLE REFILL-OXYGEN &	064467	89.88
		I-9015222711	01 -5432202	OPERATING SUP OXYGEN & SUPPLIES-EMS	064467	253.74
		I-9908371627	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE LEASE FEE	064467	50.51
		I-9908528473	01 -5544202	OPERATING SUP YEARLY BOTTLE LEASE	064467	171.20
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201304174869	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	064361	75.65
		I-201304174869	01 -5865328	INTERNET SERV INTERNET SVS-STREETS T/C	064361	75.65
		I-201304174869	01 -5548328	INTERNET SERV INTERNET SVS-FAC MAINT	064361	75.65
		I-201304174869	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE ST	064361	62.95
		I-201304244890	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	064420	62.95
		I-201305014908	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY	064438	59.95
		I-201305014908	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WORKS FAC	064438	82.95
		I-201305014908	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CENTER	064438	62.95
01-A00622	ANCHOR SPORTS					
		I-3435	01 -5544308	CONTRACT LABO INFILDE COND FOR SBC	064468	2,695.00
01-A00751	ATWOODS					
		I-1512/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064470	68.96
		I-1514/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064470	24.99
		I-1519/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064470	23.97
		I-1521/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064470	41.98
01-B00180	UNION IRON WORKS, INC.					
		I-S1722919.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064473	148.59
01-B00243	BIG V FEED					
		I-40345	01 -5322202	OPERATING SUP DOG FOOD AS NEEDED	064475	23.75
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201304174870	01 -5215314	GAS UTILITY GAS UTILITY-802 E HARRISON	064363	117.71
		I-201304244892	01 -5215314	GAS UTILITY GAS UTIL-315 E KREBS	064421	21.57
		I-201304244892	01 -5215314	GAS UTILITY GAS UTIL-PUBLIC WORKS FAC	064421	363.76
		I-201305014907	01 -5215314	GAS UTILITY GAS UTIL-1600 COLLEGE AVE C	064441	220.15
		I-201305014907	01 -5215314	GAS UTILITY GAS UTIL-1600 COLLEGE AVE	064441	412.07
		I-201305014907	01 -5215314	GAS UTILITY GAS UTIL-EMER RESP CENTER	064441	24.74
		I-201305014907	01 -5215314	GAS UTILITY GAS UTIL-CEMETERY OFFICE	064441	235.16
		I-201305014907	01 -5215314	GAS UTILITY GAS UTIL-N FIRE STATION	064441	182.71
		I-201305014907	01 -5215314	GAS UTILITY GAS UTIL-CEMETERY SHOP	064441	57.79
		I-201305014907	01 -5215314	GAS UTILITY GAS UTIL-LIBRARY	064441	630.23

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 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	continued				
	I-201305014907	01 -5215314	GAS UTILITY	GAS UTIL-STIPE CENTER	064441	460.60
01-C00472	ICON ENTERPRISES, INC.					
	I-132994	01 -5225402	SOFTWARE & AU	WEBSITE LOGO UPDATE	064481	375.00
	I-201305074919	01 -5225349	SOFTWARE MAIN JUNE	SOFTWARE MAINT-WEBSITE	064481	355.45
01-C00489	UNITED FUEL & ENERGY/CL					
	I-1371256	01 -5542212	FUEL EXPENSE	OIL & FLUIDS FOR VEHICLES	064482	756.42
01-D00006	D & D ELEVATOR INC					
	I-12313	01 -5548316	REPAIRS & MAI	MONTHLY SER FEE-ELEVATOR	064486	400.00
01-E00259	ERGON ASPHALT & EMULSIO					
	I-9401018962	01 -5865218	STREET REPAIR OIL & PUMP	FOR DURAPATCH	064492	5,106.89
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-APRIL 2013-2	01 -5214302	CONSULTANTS	LEGAL FEES	064436	2,790.00
	I-MAY 2013	01 -5214302	CONSULTANTS	LEGAL FEES-MTHLY RETAINER	064436	3,125.00
01-F00125	FIREHOUSE SOFTWARE					
	I-900205	01 -5431330	DUES & SUBSCR	SOFTWARE YEARLY RENEWAL	064493	330.00
01-F00141	FIRE STORE					
	I-E1071880	01 -5431207	CLOTHING ALLO	UNIFORM ALLOWANCE	064494	104.97
01-F00170	FIRST NATIONAL BANK					
	I-052013-#133	01 -5321510	LEASE PAYMENT	LEASE #133	064495	5,185.00
	I-201305064911	01 -5431510	LEASE PAYMENT	2008 FORD AMBULANCE	064495	22,663.53
01-G00010	G & C RENTAL CENTER, IN					
	I-20597	01 -5547203	REPAIRS & MAI	EQUIPMENT RENTAL FEE	064497	55.00
	I-20898	01 -5547203	REPAIRS & MAI	EQUIPMENT RENTAL FEE	064497	396.49
01-G00055	G.FARNEY & ASSOCIATES,					
	I-24447	01 -5543203	REPAIRS & MAI	PARTS FOR POOLS	064498	395.29
	I-25084	01 -5543203	REPAIRS & MAI	PAINT FOR SWIMMING POOLS	064498	1,500.00
	I-25161	01 -5543206	CHEMICALS	POOL CHEMICALS	064498	11,628.00
01-G00090	GFOAO- GOVT. FINANCE OF					
	I-YRLY MEMBERSHIP	01 -5211330	DUES & SUBSCR	YEARLY MEMBERSHIP-ERVIN	064499	25.00
01-G00130	GALL'S, AN ARAMARK CO.,					
	I-BC0013714	01 -5431204	SMALL TOOLS	TRAFFIC CONES	064500	223.98
01-G00316	GIVENS LAW FIRM, P.C.					
	I-INV #6	01 -5214302	CONSULTANTS	LEGAL FEES	064502	450.00
01-G00490	GRISSOM IMPLEMENT INC					

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 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00490	GRISSOM IMPLEMENT INC		continued			
	I-327938	01 -5542308	CONTRACTED SE WEADEATER LINE FOR CREWS	064504	113.00	
01-G00494	GT DISTRIBUTORS, INC					
	I-INV0432031	01 -5321324	SWAT AMMUNITION FOR POLICE DEP	064505	963.40	
01-H00021	H L'S SPORTS SHOP					
	I-2395-43	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	064506	89.00	
01-I00110	IMPRESS OFFICE SUPPLY					
	I-035260	01 -5210202	OPERATING SUP MISC OFFICE SUPPLIES	064507	19.77	
	I-035262	01 -5210202	OPERATING SUP MISC OFFICE SUPPLIES	064507	17.64	
01-I00115	INTERMEDIIX TECHNOLOGIES					
	I-201305074922	01 -5432308	CONTRACTED SE EMS CONTRACTED SVS-MARCH 2013	064508	3,536.77	
01-J00110	JACKIE BRANNON CORR. CT					
	I-20130074	01 -5542308	CONTRACTED SE MONTHLY INMATE FEES	064509	105.67	
01-J00121	JAMESCO ENTERPRISES					
	I-5931	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	064510	779.61	
01-K00185	KENNEDY EYE CARE, LLC					
	I-2430	01 -5653213	SAFETY EXPENS SAFETY GLASSES	064512	100.00	
	I-2528	01 -5653213	SAFETY EXPENS SAFETY GLASSES	064512	120.00	
	I-2871	01 -5653213	SAFETY EXPENS SAFETY GLASSES	064512	94.00	
01-L00067	COMPLIANCE RESOURCE GRO					
	I-037178	01 -5653348	DRUG TESTING/ MISC DRUG TEST FEES	064515	50.00	
	I-037237	01 -5653348	DRUG TESTING/ MISC DRUG TEST FEES	064515	50.00	
01-L00380	LOCKE SUPPLY CO.					
	I-20040980-00	01 -5542203	REPAIRS & MAI MISC REPAIR ITEMS	064518	7.66	
01-L00428	LOWE'S CREDIT SERVICES					
	I-01889	01 -5865203	REPAIR & MAIN FORMING SUPPLIES	064519	35.73	
	I-05888	01 -5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	064519	45.42	
	I-07874	01 -5865203	REPAIR & MAIN FORMING SUPPLIES	064519	37.97	
01-MC0098	MCAFFEE & TAFT					
	I-398450	01 -5210302	CONSULTANTS/L LEGAL FEES	064524	270.00	
	I-398451	01 -5210302	CONSULTANTS/L LEGAL FEES	064524	247.50	
	I-398452	01 -5210302	CONSULTANTS/L LEGAL FEES	064524	225.00	
	I-398453	01 -5210302	CONSULTANTS/L LEGAL FEES	064524	225.00	
	I-398455	01 -5210302	CONSULTANTS/L LEGAL FEES	064524	404.70	
	I-398457	01 -5210302	CONSULTANTS/L LEGAL FEES	064524	90.00	
01-MC0140	MCALESTER PAINT & SUPPL					
	I-85766	01 -5543202	OPERATING SUP SAND FOR JEFF LEE FILTER	064526	2,328.00	

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0140	MCALISTER PAINT & SUPPL	continued				
	I-86298		01 -5543202	OPERATING SUP POOL SUPPLIES-STABILIZER	064526	1,000.00
01-MC0169	MCALISTER REGIONAL HOSP					
	I-CITYOFMC 4-30-13		01 -5653348	DRUG TESTING/ MISC DRUG SCREEN TEST	064527	66.00
01-MC0200	MCALISTER SCOTTISH RITE					
	I-700573		01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	064528	375.00
01-MC0226	MC DONALDS RESTURANT					
	I-APRIL 2013		01 -5321202	OPERATING SUP INMATE MEALS	064529	192.13
01-N00061	NATIONAL FIRE PROTECTIO					
	I-2844036-2013		01 -5431330	DUES & SUBSCR MEMBERSHIP DUES-JERNIGEN	064530	165.00
	I-5792608X		01 -5431330	DUES & SUBSCR SUBSCRIPTION RENEWAL	064530	1,295.00
01-N00250	MCALISTER NEWS CAPITAL					
	I-03610887		01 -5653317	ADVERTISING & MISC JOB ADVERTISEMENTS	064531	30.60
	I-05610186		01 -5211330	DUES & SUBSCR RFP FOR AUDITORS BID AD	064531	54.07
	I-05610241		01 -5212317	ADVERTISING & COUNCIL PUBLICATION ADS	064531	18.10
01-000166	OKLA ASSN OF EMER VEHIC					
	I-12-02088		01 -5431330	DUES & SUBSCR MEMBERSHIP FEES	064540	30.00
01-000520	OIL-OK INDEPENDENT LIVI					
	I-042013-2010/2011		01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	064543	2,000.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
	C-30600 CR		01 -5215322	LIABILITY INS INSURANCE PREMIUM-CREDIT	064544	385.96-
	I-30347		01 -5215322	LIABILITY INS INSURANCE PREMIUM-RESTROO	064544	102.95
	I-30581		01 -5215322	LIABILITY INS INSURANCE PREMIUM-ARMORY	064544	1,293.43
01-000610	OTA PIKEPASS CENTER					
	I-57790-13		01 -5548331	EMPLOYEE TRAV PIKE PASS PREPAY FEE	064545	40.00
01-P00082	PARADISE DONUTS					
	I-4629-21		01 -5210202	OPERATING SUP EMPLOYEE MEETING EXP	064547	41.40
01-P00083	PANHANDLE BREATHING AIR					
	I-5078		01 -5431316	REPAIRS & MAI REPAIRS TO SCBA MASK	064548	675.00
01-P00148	PAVING MAINTTENANCE SUP					
	I-10123740		01 -5865203	REPAIR & MAIN WORK ZONE DIVERTER BASES	064549	3,725.00
01-P00242	PETER STASIAK					
	I-201304174874		01 -5210331	EMPLOYEE TRAV TRAVEL EXP-MTG IN DURANT	064365	98.31
01-P00250	PETTY CASH					
	I-201304174876		01 -5320202	OPERATING EXP POSTAGE FEE	064366	6.66

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00250	PETTY CASH	continued				
	I-201304174876	01 -5321202		OPERATING SUP AUTO PART	064366	9.68
	I-201304174876	01 -5210202		OPERATING SUP COUNCIL MTG EXP	064366	70.00
	I-201304174876	01 -5321331		EMPLOYEE TRAV TRAVEL EXP-TRAINING	064366	12.00
	I-201304174876	01 -5321331		EMPLOYEE TRAV TRAVEL EXP-TRAINING	064366	20.00
	I-201304174876	01 -5210202		OPERATING SUP EMPLOYEE MTG EXP	064366	11.16
	I-201304174876	01 -5431212		FUEL EXPENSE FUEL FOR SMALL ENGINE	064366	4.25
	I-201304174876	01 -5211202		OPERATING SUP OFFICE SUPPLIES	064366	30.68
	I-201304174876	01 -5431212		FUEL EXPENSE FUEL EXP-BAD CARD	064366	75.04
	I-201304174876	01 -5101202		OPERATING SUP COUNCIL MTG EXP	064366	75.00
01-P00310	PITNEY BOWES INC					
	I-3127966-AP13	01 -5215312		EQUIPMENT REN LEASE ON POSTAGE MACH	064551	3,283.99
01-P00350	PB COUNTY TAG AGENCY					
	I-12-01958	01 -5865202		OPERATING SUP FEE TO CHANGE VEH TITLES	064552	22.00
	I-12-01980	01 -5215202		OPERATING SUP LOST TITLE FEE	064552	12.00
01-P00510	PRO-KIL, INC					
	I-73438	01 -5548203		REPAIRS & MAI PEST CONTROL	064554	126.00
01-P00560	PUBLIC SERVICE/AEP					
	I-201304244889	01 -5215313		ELECTRIC UTIL ELECT UTIL-KOMAR PAVILION	064422	38.44
	I-201304244889	01 -5215313		ELECTRIC UTIL ELECT UTIL-KOMAR PARK	064422	55.94
	I-201305014906	01 -5215313		ELECTRIC UTIL ELECT UTIL-1016 E SOUTH	064444	221.24
	I-201305014906	01 -5215313		ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	064444	351.12
	I-201305014906	01 -5215313		ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	064444	26.14
	I-201305014906	01 -5215313		ELECTRIC UTIL ELECT UTIL-108 AIRPORT DR	064444	121.56
01-R00480	ROGER KEY EQUIPMENT					
	I-89523	01 -5865218		STREET REPAIR TIN HORN FOR STONEWALL ST	064558	343.50
01-S00190	SECURITY SYS. & ENG. IN					
	I-28612	01 -5321308		CONTRACTED SE QTRLY ALARM MONITORING	064562	45.00
	I-28613	01 -5320308		CONTRACTED SE QTLY ALARM MONITORING	064562	45.00
	I-28614	01 -5321325		FIRING RANGE QTLY ALARM MONITORING	064562	45.00
01-S00329	SHRED-IT USA, INC-OKLAH					
	I-9401842682	01 -5212308		CONTRACTED SE SHREDDING SERVICE	064563	64.00
01-S00726	STAPLES ADVANTAGE					
	C-3197505971 CR	01 -5212202		OPERATING SUP MISC OFFICE SUPPLIES	064565	5.00-
	I-29620	01 -5210202		OPERATING SUP MISC OFFICE SUPPLIES	064565	162.99
	I-3196072734	01 -5211202		OPERATING SUP MISC OFFICE SUPPLIES	064565	30.25
	I-3197505970	01 -5212202		OPERATING SUP MISC OFFICE SUPPLIES	064565	25.49
	I-92311	01 -5431202		OPERATING SUP MISC OFFICE SUPPLIES	064565	32.93
	I-93849	01 -5431202		OPERATING SUP MISC OFFICE SUPPLIES	064565	6.98
01-T00010	T. H. ROGERS LUMBER CO.					

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.	continued				
		I-471960	01 -5865218	STREET REPAIR MATERIALS FOR JEFFERSON	064567	83.28
		I-472366	01 -5865218	STREET REPAIR MATERIALS FOR JEFFERSON	064567	987.00
01-T00058	BIZTEL COMMUNICATIONS					
		I-2703	01 -5431202	OPERATING SUP PHONE SYSTEM REPAIRS	064568	100.00
		I-2703	01 -5431316	REPAIRS & MAI PHONE REPAIRS	064568	174.00
01-T00589	TOTAL RADIO					
		I-87902	01 -5321202	OPERATING SUP 4 PORTABLE RADIOS	064570	2,328.72
01-T00630	TWIN CITIES READY MIX,					
		I-79181	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064572	651.00
		I-79434	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064572	930.00
		I-79699	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	064572	100.00
		I-79900	01 -5865403	STREETS RECON CONCRETE FOR STREET REPAI	064572	2,040.00
01-U00020	UNITED STATES CELLULAR					
		I-201305014903	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	064447	1,784.33
01-V00110	VINCE PARSON					
		I-201305074920	01 -5544308	CONTRACT LABO REFEREE FEE-10 GAMES VOLLEYBAL	064575	150.00
01-W00040	WALMART COMMUNITY BRC					
		I-030037	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	064576	79.38
01-X00020	XEROX CORP-MAJOR ACCOUN					
		I-124253972	01 -5215312	EQUIPMENT REN LEASE ON COPIERS	064578	17.95
		I-800614031	01 -5215312	EQUIPMENT REN LEASE ON COPIERS	064578	1,717.65
01-Y00019	YOUNG REPORTING SERVICE					
		I-5302	01 -5210302	CONSULTANTS/L LEGAL FEES-FOP ARBITRATIO	064579	391.50
				FUND 01 GENERAL FUND	TOTAL:	100,863.80

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00103	ACCURATE LABS & MINING					
	I-3D09073	02 -5974304	LAB TESTING	LAB TESTING FEES	064465	115.00
	I-3D09074	02 -5974304	LAB TESTING	LAB TESTING FEES	064465	90.00
	I-3D12004	02 -5974304	LAB TESTING	LAB TESTING FEES	064465	150.00
01-A00170	ADA PAPER CO.					
	I-358939	02 -5973203	REPAIRS & MAI	JANITORIAL SUPPLIES	064466	498.58
	I-358939-1	02 -5973203	REPAIRS & MAI	JANITORIAL SUPPLIES	064466	118.80
01-A00267	AIRGAS, INC					
	I-9015284614	02 -5973203	REPAIRS & MAI	WELDING SUPPLIES	064467	96.74
	I-9015370502	02 -5973203	REPAIRS & MAI	WELDING SUPPLIES	064467	34.78
	I-9908371626	02 -5974203	REPAIRS & MAI	MONTHLY BOTTLE RENTAL FEE	064467	57.95
	I-9908372868	02 -5973316	REPAIRS & MAI	MONTHLY BOTTLE LEASE	064467	89.02
01-A00362	ALLEGIANCE COMMUNICATIO					
	I-201304174869	02 -5975328	INTERNET SERV	INTERNET SVS-UTM OFFICE	064361	62.95
	I-201305014908	02 -5973328	INTERNET SERV	INTERNET SVS-EAST WWM	064438	68.20
01-A00423	ALLIED WASTE SERVICES O					
	I-201305014901	02 -5866306	CONTRACTED RE	WASTE SVS FEE-MARCH 2013	064439	149,183.58
	I-201305014901	02 -5866306	CONTRACTED RE	BAD DEBT WRITE OFF	064439	251.73-
01-A00582	AT&T					
	I-201304174872	02 -5267315	TELEPHONE UTI	PHONE UTIL-INTERNET SVS	064362	830.15
01-A00676	AQUATERRA ENVIRONMENTAL					
	I-0203095A	02 -5871302	CONSULTANTS	CONSULTANT FEES	064469	175.00
01-B00180	UNION IRON WORKS, INC.					
	I-S1722251.001	02 -5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	064473	92.78
	I-S1724123.001	02 -5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	064473	12.12
	I-S1725124.001	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	064473	55.26
	I-S1725159.001	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	064473	9.37
	I-S1725421.001	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	064473	3.22
	I-S1725456.001	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	064473	175.11
01-B00490	BRIGGS PRINTING					
	I-60511	02 -5974317	ADVERTISING/P	ENVELOPES FOR CCR MAILING	064476	513.50
01-B00491	BRENNTAG SOUTHWEST					
	I-BSW390829	02 -5974206	CHEMICALS	ALUM FOR WTP	064477	3,361.01
	I-BSW390830	02 -5974206	CHEMICALS	ALUM FOR WTP	064477	3,277.07
	I-BSW392242	02 -5974206	CHEMICALS	ALUM FOR WTP	064477	5,373.36
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201304174870	02 -5267314	GAS UTILITY	GAS UTILITY-305 E POLK	064363	277.59
01-C00880	CULLIGAN WATER COND INC					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00880	CULLIGAN WATER COND INC	continued				
	I-5964	02 -5974304	LAB TESTING	LAB TEST SUPPLIES	064485	24.00
01-D00158	DAVID T HARDGRAVE					
	I-4-1303	02 -5973302	CONSULTANTS (MONTHLY PRE-TREATMENT FEE	064487	3,460.15
01-D00322	DEPT. OF ENVIR. QUALITY					
	I-#01	02 -5864329	DEQ FEES	DEQ QTRLY RPTS-LF	064488	101.67
01-D00540	DOLESE BROTHERS					
	I-13023120	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS		064489	236.35
	I-RM13020320	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS		064489	1,699.57
	I-RM13020692	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS		064489	1,579.88
01-D00760	DUNCAN EQUIPMENT CO.					
	I-4356045	02 -5974316	REPAIRS & MAI REBUILD KFC PUMP		064490	996.43
01-F00170	FIRST NATIONAL BANK					
	I-052013-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR		064495	8,524.37
01-G00490	GRISSOM IMPLEMENT INC					
	I-317599	02 -5974203	REPAIRS & MAI PARTS & BLADES FOR MOWER		064504	56.50
	I-326428	02 -5974203	REPAIRS & MAI PARTS & BLADES FOR MOWER		064504	37.15
01-K00210	KIAMICHI ELECTRIC COOP.					
	I-201304174871	02 -5267313	ELECTRIC UTIL ELECT UTIL-UTM OFFICE		064364	413.93
01-K00225	KI BOIS COMMUNITY ACTIO					
	I-MARCH 2013	02 -5866307	CONTRACTED RE RECYCLE CTR LABOR		064514	1,890.00
01-L00428	LOWE'S CREDIT SERVICES					
	I-906744	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS		064519	15.95
01-M00304	MESHEK & ASSOC. INC					
	I-1679	02 -5871302	CONSULTANTS	DRAINAGE STUDY/DESIGN	064521	2,377.95
	I-1685	02 -5871302	CONSULTANTS	ENG FEE-STM WTR MGMT	064521	585.00
01-M00532	MISTY VALLEY WATER CO.					
	I-201305074921	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR		064522	21.75
01-N00250	MCALESTER NEWS CAPITAL					
	I-05609994	02 -5974317	ADVERTISING/P PUBLICATION COSTS		064531	20.15
01-N00341	NORTHERN EQUIPMENT COMP					
	I-PAYMENT #2	02 -5974402	RESIDUAL HAND RESIDUAL HANDLING IMPROVE		064534	67,245.40
01-N00345	NSI SOLUTIONS, INC					
	I-299448	02 -5973206	CHEMICALS	DMR & QA-33 SAMPLES	064535	420.50

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS					
		I-0230-106227	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064537	96.60
		I-0230-106764	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064538	11.22
		I-0230-108630	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064539	68.93
		I-0230-109499	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064539	19.36
		I-0230-109771	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	064539	70.44
01-000275	OKLA DEPT OF COMMERCE					
		I-052013-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	064542	1,145.83
01-000556	OMAG-OK MUNICIPAL ASSUR					
		C-30272 CR	02 -5267322	LIABILITY INS PROPERTY INS CHANGES	064544	103.27-
		C-30599 CR	02 -5267322	LIABILITY INS PROPERTY INS CHANGES	064544	374.25-
		I-30625	02 -5267322	LIABILITY INS PROPERTY INS CHANGES	064544	1,462.98
01-000610	OTA PIKEPASS CENTER					
		I-57790-13	02 -5871331	EMPLOYEE TRAV PIKE PASS PREPAY FEE	064545	80.00
01-P00040	PACE ANALYTICAL SERVICE					
		I-137502559	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	064546	135.00
		I-137502563	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	064546	189.47
		I-137502840	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	064546	54.47
01-P00250	PETTY CASH					
		I-201304174876	02 -5975331	EMPLOYEE TRAV LICENSE FEE	064366	25.00
		I-201304174876	02 -5974331	EMPLOYEE TRAV DEQ TEST FEE	064366	10.00
		I-201304174876	02 -5216202	OPERATING SUP SHIPPING FEE	064366	48.86
		I-201304174876	02 -5974331	EMPLOYEE TRAV TRAVEL EXP-LAB TRAINING	064366	35.29
01-P00420	POSTMASTER					
		I-12-02011	02 -5974317	ADVERTISING/P POSTAGE-YRLY CCR LETTERS	064443	3,500.00
01-R00600	RURAL WATER DISTRICT #1					
		I-201305014902	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	064445	21.53
01-S00726	STAPLES ADVANTAGE					
		I-3196734670	02 -5871202	OPERATING SUP PLOTTER INK CARTRIDGE	064565	171.56
		I-92334	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	064565	77.98
		I-92531	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	064565	35.90
		I-95816	02 -5871202	OPERATING SUP INK CARTRIDGES	064565	163.95
01-T00010	T. H. ROGERS LUMBER CO.					
		I-469876	02 -5975218	STREET REPAIR FORMING MATERIALS FOR	064567	16.22
		I-470448	02 -5975218	STREET REPAIR FORMING MATERIALS FOR	064567	17.36
01-T00141	TEXAS REFINERY CORP					
		I-906861	02 -5973203	REPAIRS & MAI OIL FOR PLANT BLOWERS	064569	294.40
01-U00020	UNITED STATES CELLULAR					

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00020	UNITED STATES CELLULAR	continued				
	I-201305014903	02	-5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	064447	692.34
	I-201305014903	02	-5975328	INTERNET SERV UTM SUPT INTERNET SVS	064447	51.52
01-U00051	UTILITY SUPPLY CO.					
	I-067454	02	-5975211	WATER METERS REPLACEMENT WTR METERS	064573	197.71
	I-067455	02	-5975211	WATER METERS REPLACEMENT WTR METERS	064573	506.10
	I-067456	02	-5975235	WATER MAIN RE MISC REPAIR SUPPLIES	064573	184.06
	I-067457	02	-5975235	WATER MAIN RE MISC REPAIR SUPPLIES	064573	739.03
	I-067458	02	-5975209	UTILITY MAINT 50 CURB STOPS	064573	2,175.00
	I-067459	02	-5975209	UTILITY MAINT METER BOXES W/LIDS	064573	2,500.00
	I-067460	02	-5975235	WATER MAIN RE MISC REPAIR SUPPLIES	064573	92.86
01-U00128	UNITED PACKAGING & SHIP					
	I-119616	02	-5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	064574	30.77
				FUND	02	MPWA
				TOTAL:		268,620.33

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VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201304244892	03 -5876314	GAS UTILITY GAS UTIL-AIRPORT	064421	68.61
01-F00170	FIRST NATIONAL BANK					
		I-052013-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	064495	2,510.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201305014906	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	064444	851.07
01-U00020	UNITED STATES CELLULAR					
		I-201305014903	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	064447	27.65
			FUND 03	AIRPORT AUTHORITY	TOTAL:	3,457.33

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VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-E00207	EMMA E. BELLIS					
		I-201305074915	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064491	165.00
		I-201305074916	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064491	124.30
01-G00288	GERALDINE E MALKOWSKI					
		I-201305074913	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064501	180.00
		I-201305074914	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064501	119.78
01-R00304	RICHELLE CHEYENNE					
		I-201305074917	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	064556	165.00
		I-201305074918	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	064556	102.83
01-S00580	AT & T					
		I-201304244888	08 -5549315	TELEPHONE UTI PHONE UTIL-NUTRITION	064423	168.35
01-U00020	UNITED STATES CELLULAR					
		I-201305014903	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	064447	82.95
				FUND 08 NUTRITION	TOTAL:	1,108.21

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VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-G00462	GREEN COUNTRY TESTING,					
	I-44982		09 -5864327	SUB TITLE D E LANDFILL TESTING FEES	064503	65.00
01-M00304	MESHEK & ASSOC. INC					
	I-1662		09 -5864327	SUB TITLE D E LANDFILL SURVEY FEE	064521	3,249.35
			FUND	09	LANDFILL RES./SUB-TITLE DTOTAL:	3,314.35

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FUND : 11 EMPLOYEE RETIREMENT

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00469	CITY OF MCALESTER SPECI	I-12-01889	27 -5655214	TOURISM EXPEN RENTAL FEE-CHOCTAW POW WO	064480	875.00
01-MC0050	MCALESTER CHAMBER OF	I-12-02058	27 -5655214	TOURISM EXPEN ARMED FORCES DAY PARADE	064442	2,295.00
01-MC0134	MCALESTER MAIN STREET	I-042013-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	064525	1,166.67
01-P00450	PRIDE IN MCALESTER	I-042013-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	064553	2,500.00
			FUND 27	TOURISM FUND	TOTAL:	6,836.67

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VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	UNION IRON WORKS, INC.					
		I-S1711885.001	28 -5654203	REPAIR & MAIN PLBG REPAIR PARTS	064473	159.67
01-B00192	BEN E. KEITH					
		I-02032403	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064474	276.05
		I-02032403	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064474	417.95
01-C00202	CARTRIDGE WORLD					
		I-110205	28 -5654202	OPERATING SUP PRINTER INK	064479	32.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201304244892	28 -5654314	GAS UTILITY GAS UTIL-EXPO	064421	9,566.52
01-C00823	COUNTRY MART					
		I-42901117104	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064484	22.32
01-D00006	D & D ELEVATOR INC					
		I-12319	28 -5654316	REPAIRS & MAI MONTHLY MAINT FEE	064486	200.00
01-J00110	JACKIE BRANNON CORR. CT					
		I-CC20130075	28 -5654308	CONTRACT SERV MONTHLY INMATE FEES	064509	156.97
01-L00428	LOWE'S CREDIT SERVICES					
		I-07259	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	064519	33.20
01-P00210	PEPSI COLA					
		I-109315	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064550	60.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201305014906	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV PARK	064444	36.06
		I-201305014906	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	064444	4,439.02
01-S00009	SADLER PAPER CO					
		I-01239	28 -5654316	REPAIRS & MAI JANITORIAL SUPPLIES	064559	224.60
01-S00010	SADLER REFRIGERATION					
		I-3150	28 -5654316	REPAIRS & MAI ICE MACHINE REPAIRS	064560	127.50
01-S00190	SECURITY SYS. & ENG. IN					
		I-28598	28 -5654308	CONTRACT SERV ALARM MAINT FEES	064562	275.00
01-U00020	UNITED STATES CELLULAR					
		I-201305014903	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	064447	110.60
01-W00040	WALMART COMMUNITY BRC					
		I-005203	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064576	26.30
		I-007135	28 -5654202	OPERATING SUP OFFICE SUPPLIES	064576	41.88
		I-07134	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064576	139.54
		I-07566	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	064576	142.54
			FUND	28 SE EXPO CENTER	TOTAL:	16,487.72

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FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00581	AT&T					
	I-201305014905	29 -5324315	TELEPHONE UTI PHONE UTIL-CITY HOST CIRCUIT	064440	781.25	
	I-201305014905	29 -5324315	TELEPHONE UTI PHONE UTIL-CTY HOST CIRCUIT	064440	198.00	
01-C00627	COMFORT INN & SUITES					
	I-1315688	29 -5324331	EMPLOYEE TRAV ACTIVE SHOOTER CLASS EXP	064483	77.00	
01-L00084	LANGUAGE LINE SERVICES					
	I-9020934040	29 -5324202	OPERATING SUP TRANSLATION AS NEEDED	064516	14.27	
01-P00250	PETTY CASH					
	I-201304174876	29 -5324331	EMPLOYEE TRAV TRAVEL EXP-TRAINING	064366	13.13	
01-S00580	AT & T					
	I-201305014904	29 -5324315	TELEPHONE UTI PHONE UTIL-E911	064446	2,195.94	
01-T00589	TOTAL RADIO					
	I-90091	29 -5324202	OPERATING SUP CONSOLE REPROGRAMING	064570	1,357.50	
01-U00020	UNITED STATES CELLULAR					
	I-201305014903	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	064447	27.65	
01-W00392	WINDSTREAM CORPORATION					
	I-201304244891	29 -5324315	TELEPHONE UTI PHONE UTIL-911 CTY TRUNK LINE	064424	452.50	
			FUND	29 E-911	TOTAL:	5,117.24

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VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00676	AQUATERRA ENVIRONMENTAL	I-0209095	30 -5211403	ECONOMIC DEVE PROF SVS-ENVIRO ASSESSMEN	064469	2,400.00
01-M00270	MPOWER ECONOMIC DEVELOP	I-042013-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	064520	19,542.75
01-MC0134	MCALESTER MAIN STREET	I-042013-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	064525	1,166.66
01-N00250	MCALESTER NEWS CAPITAL	I-05610121	30 -5211408	ECON DEV-C130 BID AD FEE-AIRPORT	064531	67.65
01-N00347	MEHLBURGER BRAWLEY, INC	I-MC-12-01-08	30 -5211407	14 ST/69 HWY ENG FEE-14TH & 69 SWR EXT	064536	720.00
		I-MC-12-01-08	30 -5211407	14 ST/69 HWY ENG FEE-14TH & 69 SWR EXT	064536	714.00
01-000275	OKLA DEPT OF COMMERCE	I-052013-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	064541	282.50
01-P00450	PRIDE IN MCALESTER	I-042013-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	064553	2,500.00
01-R00464	ROBISON INTERNATIONAL,	I-042013-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	064557	2,000.00
FUND 30 ECONOMIC DEVELOPMENT TOTAL:						29,393.56

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VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-L00328	LIBERTY PYROTECHNICS, L					
		I-A11208	32 -5215306	EXPENSE FOR J FIREWORKS FOR 4TH DISPLAY	064517	6,747.50
01-P00250	PETTY CASH					
		I-201304174876	32 -5215212	SWAT DONATION TRAVEL EXP-SWAT TRAINING	064366	144.83
		I-201304174876	32 -5215212	SWAT DONATION TRAVEL EXP-SWAT TRAINING	064366	159.77
		I-201304174876	32 -5215212	SWAT DONATION TRAVEL EXP-SWAT TRAINING	064366	169.86
		I-201304174876	32 -5215212	SWAT DONATION TRAVEL EXP-SWAT TRAINING	064366	172.57
01-S00060	SANDERS NURSERY					
		I-361929	32 -5215203	EXPENSE FOR P TREES FOR DOG PARK	064561	426.00
			FUND	32 GIFTS & CONTRIBUTIONS	TOTAL:	7,820.53

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VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
	I-924065	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	17.39
	I-924189	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	102.58
	I-924190	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	32.99
	I-924257	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	86.47
	I-924320	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	70.93
	I-924485	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	139.99
	I-924519	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	3.49
	I-924595	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	32.15
	I-924597	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	25.99
	I-924641	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	7.92
	I-924678	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	9.90
	I-924950	35	-5862203	REPAIRS & MAI AUTO REPAIR PARTS	064471	124.00
01-B00150	BEALES GOODYEAR TIRES					
	I-MC-204417	35	-5862203	REPAIRS & MAI TIRES FOR POLICE VEHICLES	064472	1,929.60
	I-MC-204729	35	-5862203	REPAIRS & MAI TIRES FOR PK-36 MOWER	064472	66.00
01-B00570	BUCK WILSON BODY SHOP I					
	I-3664424	35	-5862203	REPAIRS & MAI DOOR REPAIRS-WW6	064478	75.00
	I-4684	35	-5862203	REPAIRS & MAI REPAIRS TO UTM 7	064478	2,673.09
01-C00489	UNITED FUEL & ENERGY/CL					
	I-1371256	35	-5862205	PETROLEUM PRO OIL & FLUIDS FOR VEHICLES	064482	3,509.24
01-F00310	FRONTIER INTNL. TRUCKS,					
	I-876253	35	-5862203	REPAIRS & MAI TRANS REPAIRS TO UTM 43	064496	1,709.82
01-G00490	GRISSOM IMPLEMENT INC					
	I-328132	35	-5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	064504	15.39
01-K00115	KELLEY USED CARS & SALV					
	I-4126	35	-5862203	REPAIRS & MAI STEEL WHEELS FOR VEHICLE	064511	80.00
01-K00190	YELLOWHOUSE MACHINERY C					
	I-906719	35	-5862203	REPAIRS & MAI PARTS FOR C-75	064513	441.50
01-N00270	NIX AUTO CENTER, INC.					
	I-131541	35	-5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	064532	6.75
01-N00271	NIX FORD MERCURY INC.					
	I-142242	35	-5862203	REPAIRS & MAI REPAIRS TO PK-9	064533	716.47
	I-142242-1	35	-5862203	REPAIRS & MAI REPAIRS TO PK-9	064533	1,484.46
	I-142522	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	064533	35.50
	I-142529	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	064533	38.50
	I-142547	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	064533	35.50
	I-142553	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	064533	92.46
	I-142773	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	064533	35.50
	I-142866	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	064533	38.50

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS					
		C-0230-106174 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	23.06-
		C-0230-106955 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	123.04-
		C-0230-107983 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	56.56-
		C-0230-108375 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	64.16-
		C-0230-108717 CR	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	46.74-
		I-0230-105343	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	79.14
		I-0230-105615	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	4.58
		I-0230-106153	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	23.06
		I-0230-106173	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	45.68
		I-0230-106211	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	6.29
		I-0230-106416	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	52.63
		I-0230-106671	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	123.04
		I-0230-106722	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064537	4.37
		I-0230-106905	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	18.40
		I-0230-106922	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	35.75
		I-0230-106952	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	4.37
		I-0230-107034	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	56.37
		I-0230-107046	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	131.99
		I-0230-107828	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	28.62
		I-0230-107891	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	111.99
		I-0230-107980	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	58.36
		I-0230-108230	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	51.29
		I-0230-108252	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	16.98
		I-0230-108268	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	13.67
		I-0230-108358	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064538	64.16
		I-0230-108374	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064539	52.81
		I-0230-108673	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064539	46.74
		I-0230-108716	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	064539	36.88
01-000610	OTA PIKEPASS CENTER					
		I-57790-13	35 -5862203	REPAIRS & MAI PIKE PASS PREPAY FEE	064545	40.00
01-P00250	PETTY CASH					
		I-201304174876	35 -5862203	REPAIRS & MAI TOLL GATE FEE	064366	2.25
		I-201304174876	35 -5862331	TRAVEL & TRAI TOLL GATE FEE	064366	2.25
01-Q00022	KEITH COFFEE DBA QUALIT					
		I-1530	35 -5862203	REPAIRS & MAI TRANS FOR P4	064555	1,900.00
01-S00710	STANDARD MACHINE LLC					
		I-232655	35 -5862203	REPAIRS & MAI MISC PARTS FOR REPAIRS	064564	285.00
01-S00871	STEWART MARTIN EQUIPMEN					
		I-751815	35 -5862203	REPAIRS & MAI PARTS FOR MOWER-C-71	064566	20.14
01-T00612	TULSA FREIGHTLINER					
		I-623047171	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR S-54	064571	303.60

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00020	UNITED STATES CELLULAR					
	I-201305014903	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET MAINT	064447	61.69	
01-W00195	WELDON PARTS INC.					
	I-1005216-00	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	064577	8.98	
			FUND 35 FLEET MAINTENANCE	TOTAL:	17,014.60	

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-M00629	MUTUAL ASSURANCE ADMIN					
	I-9467		36 -5215315	THIRD PARTY A W/C ADMINISTRATION FEE	064523	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00170	FIRST NATIONAL BANK					
		I-052013-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	064495	3,378.84
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-11-02-07	41 -5975406	RESIDUAL HAND RESIDUAL HANDLING IMPROV	064536	2,796.00
			FUND	41 CIP FUND	TOTAL:	6,174.84
				REPORT GRAND TOTAL:		469,220.86

** 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 -5101202	OPERATING SUPPLIES	75.00	1,350	678.63		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	4,000.00		
	01 -5210202	OPERATING SUPPLIES	322.96	2,600	11.89		
	01 -5210302	CONSULTANTS/LABOR RELATION	1,853.70	89,500	65.23		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	98.31	5,900	1,286.65		
	01 -5211202	OPERATING SUPPLIES	60.93	5,300	1,446.30		
	01 -5211330	DUES & SUBSCRIPTIONS	79.07	600	74.43		
	01 -5212202	OPERATING SUPPLIES	20.49	1,100	185.38		
	01 -5212308	CONTRACTED SERVICES	64.00	2,475	149.60		
	01 -5212317	ADVERTISING & PRINTING	18.10	1,750	190.96		
	01 -5214302	CONSULTANTS	6,365.00	135,200	712.30		
	01 -5215202	OPERATING SUPPLIES	12.00	6,000	1,903.95		
	01 -5215312	EQUIPMENT RENTALS	5,019.59	30,900	8,223.93-	Y	
	01 -5215313	ELECTRIC UTILITY	814.44	315,000	94,471.38		
	01 -5215314	GAS UTILITY	2,726.49	14,000	3,801.18		
	01 -5215315	TELEPHONE UTILITY	1,993.63	27,900	1,660.16-	Y	
	01 -5215322	LIABILITY INSURANCE/BONDS	1,010.42	120,245	15,452.18		
	01 -5225349	SOFTWARE MAINTENANCE	355.45	45,400	656.60		
	01 -5225402	SOFTWARE & AUDIO EXPENSE	375.00	4,000	341.52		
	01 -5320202	OPERATING EXPENSE	6.66	4,300	2,879.01		
	01 -5320308	CONTRACTED SERVICES	45.00	1,500	609.12		
	01 -5321202	OPERATING SUPPLIES	2,530.53	12,700	4,224.30		
	01 -5321308	CONTRACTED SERVICES	45.00	15,000	5,642.88		
	01 -5321324	SWAT	963.40	12,500	897.54		
	01 -5321325	FIRING RANGE	45.00	12,500	4,135.39		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	32.00	10,500	8,268.42		
	01 -5321510	LEASE PAYMENTS	5,185.00	62,220	5,185.00		
	01 -5322202	OPERATING SUPPLIES	23.75	2,700	1,905.74		
	01 -5431202	OPERATING SUPPLIES	219.29	11,700	448.77-	Y	
	01 -5431203	REPAIRS & MAINT SUPPLIES	45.42	13,000	7,589.89		
	01 -5431204	SMALL TOOLS	223.98	5,100	3,910.07		
	01 -5431207	CLOTHING ALLOWANCE	343.97	18,500	2,004.75		
	01 -5431212	FUEL EXPENSE	79.29	21,600	3,209.40		
	01 -5431316	REPAIRS & MAINTENANCE	849.00	11,100	3,703.55		
	01 -5431328	INTERNET SERVICE	188.85	2,800	848.55		
	01 -5431330	DUES & SUBSCRIPTIONS	1,820.00	8,100	2,235.55		
	01 -5431510	LEASE PAYMENTS	22,663.53	22,664	0.47		
	01 -5432202	OPERATING SUPPLIES	253.74	21,000	1,280.00		
	01 -5432308	CONTRACTED SERVICES	3,536.77	36,900	5,154.07		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	85.00	3,500	256.63		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,087.56	51,475	7,131.18		
	01 -5542212	FUEL EXPENSE	756.42	41,620	5,499.51		
	01 -5542308	CONTRACTED SERVICES	218.67	15,500	4,848.21		
	01 -5542328	INTERNET SERVICE	75.65	1,800	314.00		
	01 -5543202	OPERATING SUPPLIES	3,328.00	10,664	2,630.55		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
01	-5543203	REPAIRS & MAINT SUPPLIES	1,895.29	12,455	1,634.61				
01	-5543206	CHEMICALS	11,628.00	29,270	522.00				
01	-5544202	OPERATING SUPPLIES	171.20	11,691	5,154.17				
01	-5544308	CONTRACT LABOR	2,845.00	22,000	9,246.83				
01	-5547203	REPAIRS & MAINT SUPPLIES	451.49	10,246	1,965.27				
01	-5547328	INTERNET SERVICE	59.95	840	240.90				
01	-5548203	REPAIRS & MAINTENANCE SUPP	274.59	54,500	19,720.94				
01	-5548311	PARKING RENTAL	375.00	4,500	0.00				
01	-5548316	REPAIRS & MAINTENANCE	400.00	23,000	7,228.18				
01	-5548328	INTERNET SERVICE	75.65	1,000	243.50				
01	-5548331	EMPLOYEE TRAVEL & TRAINING	40.00	1,300	1,260.00				
01	-5653213	SAFETY EXPENSE	314.00	27,800	14,933.46				
01	-5653317	ADVERTISING & PRINTING	30.60	1,400	495.80				
01	-5653348	DRUG TESTING/PHYSICALS	166.00	22,200	14,768.75				
01	-5865202	OPERATING SUPPLIES	22.00	4,500	788.66				
01	-5865203	REPAIR & MAINT-TRAFFIC CON	3,798.70	48,000	18,899.03				
01	-5865218	STREET REPAIRS & MAINTENAN	8,201.67	275,000	15,723.40				
01	-5865328	INTERNET SERVICE	158.60	1,510	76.00-	Y			
01	-5865403	STREETS RECONSTRUCTION PRO	2,040.00	625,000	579,212.50				
02	-5216202	OPERATING SUPPLIES	48.86	13,500	694.97				
02	-5267313	ELECTRIC UTILITY	413.93	389,500	110,951.31				
02	-5267314	GAS UTILITY	277.59	5,480	488.30-	Y			
02	-5267315	TELEPHONE UTILITY	1,522.49	69,900	12,656.90				
02	-5267316	WATER UTILITY	21.53	8,300	7,995.62				
02	-5267322	LIABILITY INSURANCE/BONDS	985.46	37,950	12,951.26				
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	1,145.87				
02	-5864329	DEQ FEES	101.67	8,500	7,850.98				
02	-5864510	LEASE PAYMENTS	8,524.37	102,293	8,524.93				
02	-5866230	RECYCLING CENTER EXPENSE	21.75	4,600	2,155.63				
02	-5866306	CONTRACTED REFUSE SERVICES	148,931.85	1,680,000	341,580.94				
02	-5866307	CONTRACTED RECYCLE SERVICE	1,890.00	20,500	2,240.00-	Y			
02	-5871202	OPERATING SUPPLIES	335.51	2,800	935.24				
02	-5871302	CONSULTANTS	3,137.95	156,060	22,665.42				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	80.00	3,300	956.46				
02	-5972202	OPERATING SUPPLIES	113.88	1,063	0.11				
02	-5973203	REPAIRS & MAINT SUPPLIES	1,309.85	51,680	17,840.10				
02	-5973206	CHEMICALS	420.50	4,400	2,309.50				
02	-5973302	CONSULTANTS (IND. PRETREAT	3,460.15	27,000	10,222.82				
02	-5973304	LAB TESTING	378.94	34,600	5,056.06				
02	-5973316	REPAIRS & MAINTENANCE	119.79	38,500	7,628.11				
02	-5973328	INTERNET SERVICE	68.20	750	16.42				
02	-5974203	REPAIRS & MAINT SUPPLIES	151.60	96,500	755.05				
02	-5974206	CHEMICALS	12,011.44	378,661	61,994.03				
02	-5974304	LAB TESTING	379.00	26,784	2,936.59				
02	-5974316	REPAIRS & MAINTENANCE	996.43	61,296	4.02				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
02	-5974317	ADVERTISING/PRINTING/POSTA	4,033.65	7,020	360.96				
02	-5974331	EMPLOYEE TRAVEL & TRAININ	45.29	2,000	38.99				
02	-5974402	RESIDUAL HANDLING PROJECT	67,245.40	875,400	0.00				
02	-5975209	UTILITY MAINTENANCE SUPP.	4,917.96	32,500	9,245.57				
02	-5975211	WATER METERS	703.81	45,000	3,460.39				
02	-5975218	STREET REPAIRS & MAINTENAN	3,549.38	153,980	48,045.94				
02	-5975230	SEWER MAIN REPAIR	120.85	44,171	7.72-	Y			
02	-5975235	WATER MAIN REPAIR	1,015.95	39,278	164.22				
02	-5975328	INTERNET SERVICE	114.47	1,500	298.84				
02	-5975331	EMPLOYEE TRAVEL & TRAININ	25.00	2,000	882.52				
03	-5876313	ELECTRIC UTILITY	851.07	15,200	4,071.13				
03	-5876314	GAS UTILITY	68.61	500	402.91				
03	-5876315	TELEPHONE UTILITY	27.65	300	3.41-	Y			
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,300	2,690.00				
08	-5549308	CONTRACT SERVICES	856.91	15,500	2,156.50				
08	-5549315	TELEPHONE UTILITY	251.30	2,400	81.05-	Y			
09	-5864327	SUB TITLE D EXPENSE	3,314.35	80,000	3,664.29				
11	-5220302	CONSULTANTS	2,070.00	38,020	41,651.70-	Y			
27	-5655214	TOURISM EXPENSE	3,170.00	48,500	12,964.69				
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	5,000.00				
27	-5655353	MAIN STREET PROGRAM	1,166.67	14,000	2,333.30				
28	-5654202	OPERATING SUPPLIES	73.88	3,500	1,751.60				
28	-5654203	REPAIR & MAINT SUPPLIES	192.87	20,000	5,005.38				
28	-5654210	CONCESSION SUPPLIES	1,084.70	29,000	13,443.13				
28	-5654308	CONTRACT SERVICES	431.97	4,500	1,028.88				
28	-5654313	ELECTRIC UTILITY	4,475.08	63,000	17,175.92				
28	-5654314	GAS UTILITY	9,566.52	16,000	9,786.12-	Y			
28	-5654315	TELEPHONE UTILITY	110.60	3,000	466.36				
28	-5654316	REPAIRS & MAINTENANCE	552.10	22,000	8,818.55				
29	-5324202	OPERATING SUPPLIES	1,371.77	26,000	21,310.98				
29	-5324315	TELEPHONE UTILITY	3,655.34	60,000	10,363.81				
29	-5324331	EMPLOYEE TRAVEL & TRAININ	90.13	10,000	8,214.99				
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	5,000.00				
30	-5211353	MAIN STREET PROGRAM	1,166.66	14,000	2,333.40				
30	-5211360	ECONOMIC DEVELOP. SERVICES	19,542.75	234,513	37,115.87				
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	4,000.00				
30	-5211403	ECONOMIC DEVELOPMENT PROJE	2,400.00	2,400	0.00				
30	-5211407	14 ST/69 HWY SWR EXTENSION	1,434.00	454,408	0.00				
30	-5211408	ECON DEV-C130 AIRCRAFT PRO	67.65	147,780	134,197.35				
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	282.50				
32	-5215203	EXPENSE FOR PARKS (TREES)	426.00	0	4,929.75-	Y			
32	-5215212	SWAT DONATION EXPENSE	647.03	0	1,765.73-	Y			
32	-5215306	EXPENSE FOR JULY 4TH EVENT	6,747.50	0	10,000.00-	Y			
35	-5862203	REPAIRS & MAINTENANCE SUPP	13,441.42	319,900	107,468.45				
35	-5862205	PETROLEUM PRODUCTS	3,509.24	13,600	4,891.01				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	35 -5862315	TELEPHONE UTILITY	61.69	870	254.67		
	35 -5862331	TRAVEL & TRAINING	2.25	0	2.25-	Y	
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	700.00		
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	3,379.76		
	41 -5975406	RESIDUAL HANDLING IMPROVEM	2,796.00	31,350	0.00		
** 2012-2013 YEAR TOTALS **			469,220.86				

NO ERRORS

** END OF REPORT **

PACKET: 09575 CLAIMS FOR 5/14/2013

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	4/2013	1,807.35CR
01	5/2013	99,056.45CR
02	4/2013	1,703.77CR
02	5/2013	266,916.56CR
03	4/2013	68.61CR
03	5/2013	3,388.72CR
08	4/2013	168.35CR
08	5/2013	939.86CR
09	5/2013	3,314.35CR
11	5/2013	2,070.00CR
27	5/2013	6,836.67CR
28	4/2013	9,566.52CR
28	5/2013	6,921.20CR
29	4/2013	465.63CR
29	5/2013	4,651.61CR
30	5/2013	29,393.56CR
32	4/2013	647.03CR
32	5/2013	7,173.50CR
35	4/2013	4.50CR
35	5/2013	17,010.10CR
36	5/2013	941.68CR
41	5/2013	6,174.84CR
ALL		469,220.86CR



P. O. Box 13
McAlester, Oklahoma 74501
April 29, 2013

McAlester City Council
City of McAlester Public Library
1st & Washington
McAlester, Oklahoma 74501

RE: **JUNETEENTH CELEBRATION**
SATURDAY, JUNE 15, 2013

Gentlemen:

This letter is our request for approval to use the Michael J. Hunter Park, 14th & Chickasaw, McAlester, Oklahoma, on Saturday, June 15, 2013. This is the annual **Juneteenth Celebration**. The hours will be from 8:00 a.m. until 5:00 p.m.

Juneteenth commemorates June 19, 1865 as the day Galveston, Texas and surrounding states received the news of the Emancipation Proclamation of 1863. It is an historical event and is celebrated as an educational investment for our community.

We also would appreciate a City of McAlester Proclamation for **Juneteenth**.

Thank you for your support and assistance.

Sincerely,

Miller Newman
President
PITTSBURG COUNTY CHAPTER NAACP
918/423-6396

XC: file



Oklahoma Municipal Assurance Group

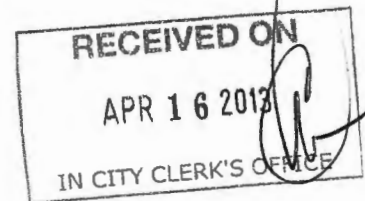
3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

TO: Members of the Oklahoma Municipal Assurance Group

FROM: Patrick Parsons, Chief Executive Officer

DATE: April 10, 2013

SUBJECT: Election of Two Trustees



Herein is the **OFFICIAL BALLOT** for the governing body of your municipality to use in electing two (2) members to the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2013.

Trustees whose terms expire on June 30, 2013 are:

Mr. Michael Bailey, Administrative Director/CFO of Bartlesville
Mr. John Sheppard, City Manager/Treasurer of Walters

Trustees whose terms expire on June 30, 2014 are:

Mr. Earl Burson, City Manager of Harrah
Ms. Janice Cain, City Administrator of Marlow
Ms. Pam Polk, City Manager of Collinsville

Trustees whose terms expire on June 30, 2015 are:

Ms. Patti Shelite, Clerk-Treasurer of Fort Cobb
Mr. Craig Stephenson, City Manager of Ponca City

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

Your Ballot must be:

- (1) Signed by the Mayor;**
- (2) Attested by the City Clerk; and**
- (3) Returned to OMAG no later than May 31, 2013 by: (1) sending a facsimile of the ballot to OMAG at (405) 657-1401; (2) sending the ballot to Karen Jones at kjones@omag.org; or (3) sending OMAG the ballot by certified mail.**

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2013 Election of Two Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR TWO (2) NOMINEES.

____ **MICHAEL BAILEY, Administrative Director/CFO, City of Bartlesville.** Michael is a licensed CPA and the Administrative Director/CFO for the City of Bartlesville. Including his time as an auditor, he has served municipalities for over 10 years. He currently serves as the OMAG Chairman and has been on the Board since 2007. Michael serves on many other State boards. **(The City of Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **MIKE BROWN, Mayor, City of Weatherford.** Mike Brown was elected Mayor of the City of Weatherford beginning January 2004. Prior to becoming Mayor, Mike served as City Commissioner for 3 terms beginning in 1996. Mike was named Mayor of the Year for cities over 5000 in 2010. He is a Certified Municipal Official and Certified Mayor. **(The City of Weatherford participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

____ **MARY ANN KARNS, City Attorney, City of Shawnee.** Former OMAG Trustee; over 30 years municipal experience representing both current and former OMAG-insured cities (Edmond, Stillwater, Blackwell, and others); Former President OAMA; member, Hall of Fame; presenter, OML seminars; officer, International Municipal Lawyer Association; graduate with distinction OCU Law; Chair, Edmond Economic Development Authority; Don Rider Award recipient. **(The City of Shawnee participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **ROCKY D. ROGERS, City Manager, City of Sand Springs.** Rocky Rogers, City Manager of Sand Springs, has 22 years combined military service. His career in local government began in 1986 and in city management in 1999. Rocky received his bachelor's degree from NSU at Tahlequah and his MBA from the University of LaVerne in LaVerne, California. **(The City of Sand Springs participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

____ **JOHN SHEPPARD, City Manager/Treasurer, City of Walters.** City Manager/Treasurer at Walters (10 years), 25 years with RECs, ERCOT, Texoma Peanut Co., Board Member – American Red Cross, active in his church, Rotary Club, Walters Chamber of Commerce, OSU Alumni, and currently serves as Vice Chairman OMAG. **(The City of Walters participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

SEE REVERSE FOR ADDITIONAL NOMINEES

SEE REVERSE FOR ADDITIONAL NOMINEES

____ **GAYLORD "Z" THOMAS, City Councilman, City of Guthrie.** "Z" Thomas has served on Guthrie's City Council the last 4 years representing Ward 3. He retired from the USAF as a Lieutenant Colonel and currently serves as the Executive Director for the Oklahoma State Board of Examiners for Long Term Care Administrators with legislative and rule-making process experience. **(The City of Guthrie participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

____ **MARK WHINNERY, City Manager, City of Drumright.** Mark Whinnery became the City Manager in Drumright, Oklahoma in October 2012 after serving 25 years in the Air Force where he retired as a Colonel. His last military assignment was the Mission Support Group Commander at Scott Air Force Base, Illinois. Mark has a Master's Degree in Human Resources. **(The City of Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

Ballot cast for the governing body of the municipality of _____

Signed: _____
Mayor

Attested: _____ Date: _____, 2013
Clerk

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

Your Ballot must be returned to the Oklahoma Municipal Assurance Group, 3650 S. Boulevard, Edmond, OK 73013 no later than *May 31, 2013*, by:

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

THE CITY OF BARTLESVILLE
401 South Johnstone Avenue
Bartlesville, Oklahoma 74003



www.cityofbartlesville.org



April 8, 2013

Dear Municipal Official,

Six years ago I was fortunate enough to be elected to a trustee's position on the Oklahoma Municipal Assurance Group's Board of Trustees. This year my second term expires, and I have been nominated once again. You probably know very little about me other than the few words on the OMAG ballot that you received, and I would like to tell you a little more about myself.

I am a CPA, and I worked for a local accounting firm as a municipal auditor immediately after college. For several years, I served in the capacity as the lead auditor for our firm's largest clients, and during that time, I learned a great deal about municipalities. From cities of 35,000 to towns of 50, I came to appreciate their challenges and to admire their perseverance.

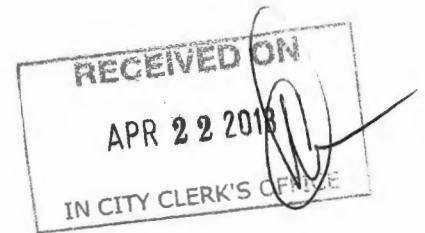
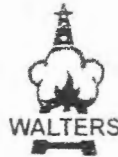
When a position in the accounting department of my home town, Bartlesville, became available, I leapt at the opportunity to experience first hand the challenges of municipal government. When I joined the City of Bartlesville, I didn't anticipate an immediate climb into the ranks of management, but I welcomed it when the chance arose. Within one year of joining the City, I was appointed as the City Clerk/Finance Director. A year later I was also appointed to fill the position of Treasurer, and two years after that my role expanded again to Administrative Director/CFO. In these roles, I have been able to effect positive change in my department and the City as a whole while protecting and even restoring our important traditions.

I truly feel that I have found a home in municipal government, and like most other municipal clerks and treasurers, I have developed a deep passion for my job. My first two terms as an OMAG Trustee have been an extension of this passion and service. During these last six years, I have served as Secretary, Vice Chairman, and now Chairman of OMAG, and I have learned a great deal about what it means to be an elective representative for a diverse population of municipalities. I feel that I have served faithfully and have represented the needs of all OMAG members to the best of my ability. I would love to continue serving municipalities as an OMAG Trustee, and I hope that I can count on you for my reelection.

Sincerely,

Mike Bailey, CPA
Administrative Director/CFO
City of Bartlesville, Oklahoma
(918) 338-4212

Frankie Valdez – Ward 1 Mayor
F.J. Lashley – Council Member at Large
Bob Nance – Ward 2
Steve McCammon – Ward 3
David Mitchell – Ward 4



The City of Walters

Municipal Light, Water and Sewer Plants

John Sheppard, City Manager

Tele – (580) 875-3337 • Fax – (580) 875-2289

129 East Colorado Avenue

P.O. Box 485

Walters, Oklahoma 73572

April 18, 2013

Dear OMAG Member:

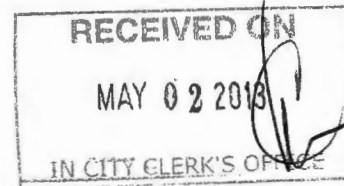
I am writing today to solicit your vote to continue my position on the OMAG Board of Trustees. I am currently the Vice-Chairman of the Board and my term is expiring. I have had an excellent experience during the last three years serving as a Board member and I hope I have made significant contributions to the organization while in this position.

We face many challenges in providing insurance for our members. The legislature is considering converting workers compensation from its current court system to an administrative system and no one seems to know where medical insurance is headed. Historic low interest rates will put pressure on premiums because of the low returns on our invested reserves. Pat Parsons, our CEO, has assembled an excellent employee team at OMAG, but like all the rest of us, many of the top staff is nearing retirement. Succession planning is moving forward and a few people have been hired, but there is always more to do.

While this is a challenging period, it is also exciting and I would like to continue to be part of the effort. Therefore, I respectfully request your vote.

Thanks,

John Sheppard
City Manager, Walters, OK



101 North Second Street • PO Box 908 • Guthrie, Oklahoma 73044 • www.cityofguthrie.com • 405.282.2489

To whom it may concern,

Thank you for allowing the time for me to introduce myself by letter and to notify you that I am seeking your vote to serve as a Board of Trustee for the Oklahoma Municipal Assurance Group.

Serving the City Council for the last 4 years has provided me valuable insight to the workings of the City and has allowed me the opportunity to serve my community. I was recently elected to another four years and I anticipate continuing the work that our City Council and Staff has started. I retired from the United States Air Force as a Lieutenant Colonel and currently serve as the Executive Director for the Oklahoma State Board of Examiners for Long Term Care Administrators with legislative and rule making process experience.

Thank you in advance for your confident vote in me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gaylord Z Thomas".

Gaylord "Z" Thomas

Ward 3 Council Member, City of Guthrie

INTEGRITY, SERVICE, QUALITY OF LIFE



Service Solution

Customer:
SOUTHEAST EXPO CENTER
Date: 02-MAY-13
Proposal #:258974
Term:01-JUN-13 to 31-MAY-14

Billing Customer:
SOUTHEAST EXPO CENTER
4500 W Hwy 270
Po Box 578
MCALESTER, OK 74502-0000

Service Location:
SOUTHEAST EXPO CENTER
4500 W Hwy 270
Po Box 578
MCALESTER, OK 74502-0000

SimplexGrinnell
Sales Representative:
SAUNDRA J COOK
6111 NEW SAPULPA ROAD
TULSA, OK 74131-2648
socook@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<i>State Contract SW403</i>			
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4004/4005 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Smoke Detector Conventional	36	Annual	
Heat Detector Restorable	13	Annual	
Pull Station	3	Annual	
Audio-Visual Notification Conventional	40	Annual	
Waterflow Electronic Test	2	Annual	
Tamper Switch(electronic test only)	2	Annual	
Fire Alarm Test & Inspect Total:			\$588.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes	2	Annual	
Tamper, Flow, Gate Valve, Fire Dept			
Connection Plastic Caps, Valve Trim &			
Main Drain Valve)			
Sprinkler Test & Inspect Total:			\$368.00
Sprinkler Test & Inspect			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	1	Annual	
Sprinkler Test & Inspect Total:			\$46.00
Total Recurring Annual Investment:			\$1,002.00

SUMMARY OF SERVICES**Sprinkler Test & Inspect - WET SPRINKLER SYSTEM****TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Fire Alarm Test & Inspect - SIMPLEX 4004/4005 SYSTEM**TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Sprinkler Test & Inspect - BACKFLOW SYSTEM**TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the

Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.



Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **SOUTHEAST EXPO CENTER** and is effective **01-JUN-13 to 31-MAY-14** (the "Initial Term").

PAYMENT TERM: *Annual In Advance*

PAYMENT AMOUNT:

\$1,002.00

- Proposal # : 258974

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

SOUTHEAST EXPO CENTER

Signature: _____

Print Name: _____

Title: _____

Phone#: _____

Fax #: _____

Email: _____

PO#: _____

Date: _____

SimplexGrinnell

SAUNDRA J COOK

Sonie

Phone #:

918-582-6121

Fax #:

918-582-6207

License #:
(If Applicable)

6111

Authorized
Signature:

Sonie Cook

Print Name:

Sonie Cook

Title:

Sales

Date:

5-1-13

Steve Brock
1411 Country Club Road
McAlester, 74501

BIO

Born and raised in McAlester.

Attended McAlester High School and the University of Oklahoma.

Owns Miller Glass Co. and other commercial properties.

Wife was a school principal for several years.

Member of First Baptist Church, supports the McAlester School system, Rotary Club and the Boy's and Girl's Club.

Oldest child has moved back to McAlester and is teaching for McAlester School system.



McAlester City Council

AGENDA REPORT

Meeting Date: May 14, 2013
Department: Utilities
Prepared By: David Medley, P.E.
Date Prepared: May 2, 2013

Item Number: 1
Account Code: 33-5871513
Budgeted Amount: \$140,340 (Construction Cost)
\$73,874 Small Cities Grant
Contractor's Application or
Payment No. 3 (Final)
Contractor's Certification and
Guarantee
Engineer's Recommendation
for Acceptance as Complete

Exhibits:

Subject

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.

Recommendation

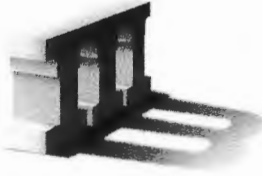
Motion to approve final payment to C.S. Day & Associates of Tahlequah, Oklahoma for the 2010 CDBG Water Improvements and authorizing the Mayor to sign the Final Application of Payment in the amount of \$140,340.00.

Discussion

This project is funded by the Department of Commerce in the amount of \$73,874.00 through the Community Development Block Grant Program. Attached is the Contractor's Certification and Guarantee that all work has been completed in accordance with the contract documents.

Approved By

	Initial	Date
Department Head	DRM	5/2/2013
City Manager	P. Stasiak	5/6/2013



MEHLBURGER BRAWLEY

April 12, 2013

David Medley, Utilities Director
City of McAlester
PO Box 578
28 E. Washington
McAlester, OK 74502-0578

Re: CDBG Water Improvements
Contractor's Pay Estimate No. Four ³~~4~~ – Final
Recommendation to Accept Project as Complete

Dear Mr. Medley:

Enclosed for your review and execution are six (6) copies of the Contactor's Pay Estimate No. Three – Final, which covers the final contract time period. All work has been completed with the exception of some minor items, such as grass being established and other small items, that will be addressed during the one year maintenance period.

We recommend payment of this Pay Estimate No. Three – Final in the amount of \$7,017.00. We recommend final acceptance of the referenced project, and the warranty period of one year shall be in effect on the effective date of completion, March 14, 2013. Please record acceptance of the project in the minutes of your next regularly scheduled Meeting. By copy of this letter we are notifying Millie Vance, Grant Administrator, of our recommendation.

Please place this Pay Estimate on the agenda for approval at your next meeting and upon approval please sign all six copies. Send three copies of the Pay Estimate to our office, one copy to Millie Vance, one copy to the Contractor with payment and retain the final copy for your records.

In addition enclosed please find three (3) copies of the Engineer's Certification of Completion. Please sign and date this form. Please return two (2) copies of the Certification to our office for distribution and retain the other copy for your records.

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

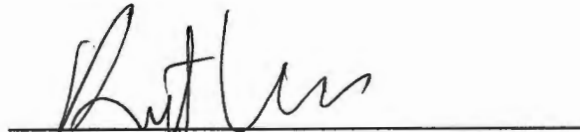
1. One (1) copy of Contractor's Certification and Guarantee.
2. One (1) copy of Contractor's Warranty.

April 12, 2013
Page Two (2)

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Estimate or recommendation, please contact our office at (918) 420-5500.

Sincerely,

Mehlburger Brawley



Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosure

Project No. MC-11-03

cc w/enclosure: Millie Vance, CDBG Grant Administrator
 Leon Burke, RPR, Mehlburger Brawley

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 4/11/13

Project: 2010 CDBG Water Improvements

Owner: City of McAlester / McAlester Public Works Authority

Contractor: C.S. Day & Associates

C.S. Day & Associates hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

We also certify that all bills have been paid and upon receipt of \$7,017.00, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the effective date of completion, March 14, 2013.

By: 

Date: 4-12-13

Subscribed and sworn to before me this 11 day of April, 2013

Notary Public

My Commission Expires: 9/9/2014



Contractor's Application For Payment No. #3 (FINAL)

Application Period:		April 1, 2013	
To (Owner): City of McAlester	From: CS Day & Associates	Via (Engineer): Mehlburger Brawley	
Project: 2010 CDBG Water Improvements	Contract:	Original (Days):	Revised (Days): Remaining (Days):
Owner's Contract No.: MC-11-03	Contractor's Project No.:	Engineer's Project No.: MC-11-03	

Application for Payment

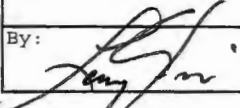
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		\$ 1,000.00
TOTALS	\$ -	\$ 1,000.00
NET CHANGE BY		\$ (1,000.00)
CHANGE ORDERS		

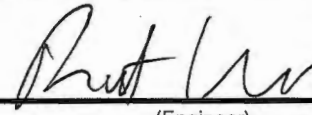
1. ORIGINAL CONTRACT PRICE	\$	141,340.00
2. Net change by Change Orders	\$	(1,000.00)
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	140,340.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	140,340.00
5. RETAINAGE:		
a. 0% x \$ 140,340.00 Work Complete	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	140,340.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	133,323.00
8. AMOUNT DUE THIS APPLICATION	\$	7,017.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	-

Contractor's Certification

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

By:  Date: 4-12-13

Payment of: \$ 7,017.00
(Line 8 or other - attach explanation of other amount)

is recommended by:  4/12/2013
(Engineer) (Date)

Payment of: \$ 7,017.00
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner) (Date)

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

Progress Estimate (UNIT ITEM BIDS)

Contractor's Application

For (contract):							Application Number:			
Application Period:							Application Date:			
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)/B	Balance to Finish (B - F)
Bid Item No.	Description									
1	6-inch PVC C-900 Water Main	2,005	\$38.00	\$76,190.00	2005	\$ 76,190.00	\$ -	\$ 76,190.00	100.00%	\$ -
2	16" X 6" Tapping Tee	1	\$4,150.00	\$4,150.00	1	\$ 4,150.00	\$ -	\$ 4,150.00	100.00%	\$ -
3	12" X 6" Tapping Tee	1	\$3,500.00	\$3,500.00	1	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%	\$ -
4	8" X 6" Tapping Tee	1	\$3,350.00	\$3,350.00	1	\$ 3,350.00	\$ -	\$ 3,350.00	100.00%	\$ -
5	6" X 6" Tapping Tee	2	\$3,200.00	\$6,400.00	2	\$ 6,400.00	\$ -	\$ 6,400.00	100.00%	\$ -
6	6" Gate Valve with Cast Iron Box	5	\$1,500.00	\$7,500.00	5	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%	\$ -
7	New Fire Hydrant Assembly	4	\$3,500.00	\$14,000.00	4	\$ 14,000.00	\$ -	\$ 14,000.00	100.00%	\$ -
8	Remove and Replace Existing Fire Hydrant	0	\$3,500.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
9	Air Vacuum Release Valves	0	\$6,000.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
10	Water Service Reconnection (Short)A	4	\$1,000.00	\$4,000.00	4	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%	\$ -
10	Water Service Reconnection (Short)B	5	\$900.00	\$4,500.00	5	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%	\$ -
11	Water Service Reconnection (Long)A	2	\$1,700.00	\$3,400.00	2	\$ 3,400.00	\$ -	\$ 3,400.00	100.00%	\$ -
11	Water Service Reconnection (Long)B	0	\$1,500.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
11	Water Service Reconnection (Long)C	5	\$1,600.00	\$8,000.00	5	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%	\$ -
12	8-Inch PVC SDR 26 Sewer Main	0	\$60.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
13	4-foot Diameter Manhole	0	\$4,500.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
14	Sewer Service Connection	0	\$1,000.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
15	4-inch PVC Sch 40 DWV Service Line	0	\$20.00	\$0.00	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -
16	Asphalt Surface Repair	50	\$90.00	\$4,500.00	50	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%	\$ -
17	Concrete Surface Repair	10	\$85.00	\$850.00	10	\$ 850.00	\$ -	\$ 850.00	100.00%	\$ -
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McAlester City Council

AGENDA REPORT

Meeting Date: May 14, 2013 Item Number: 2
Department: Utilities
Prepared By: David Medley, P.E. Account Code: _____
Date Prepared: May 2, 2013 Budgeted Amount: _____
Exhibits: Close Out Documents

Subject

Consider and act upon final acceptance of FY-10 CDBG Small Cities Grant Waterline Project as completed and authorizing Mayor to sign Closeout Documents.


Recommendation

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

Discussion

These Closeout Documents are required by the Department of Commerce before we can proceed with the next CDBG grant project.

Approved By

	Initial	Date
Department Head	DRM	05/2/2013
City Manager	P. Stasiak 	05/03/2013

**OKLAHOMA DEPARTMENT OF COMMERCE (ODOC)
COMMUNITY DEVELOPMENT**

TRANSMITTAL CDBG CLOSEOUT DOCUMENTS

Grant Recipient Name and Address: City of McAlester P. O. Box 578 McAlester, OK 74502		Contract Number: 14421 CDBG 10	
		Contract Period: From: 9/30/10 To: 9/30/13	
County: Pittsburg			
Preparer/Contact Person: Millie Vance		Telephone: 580-226-6489	
<input checked="" type="checkbox"/> 1. Final Expenditure Report <input checked="" type="checkbox"/> 2. Contract Closeout Certifications <input checked="" type="checkbox"/> 3. Program Beneficiary Report <input checked="" type="checkbox"/> 4. Proof of Second Public Hearing <input checked="" type="checkbox"/> 5. Final Wage Compliance Report <input type="checkbox"/> 6. Proof of Insurance N/A <input checked="" type="checkbox"/> 7. Board Minutes Accepting Completed Project <input checked="" type="checkbox"/> 8. Final Engineering Inspection Report <input checked="" type="checkbox"/> 9. Section 3 Summary Report		I, as authorized representative of the Grant Recipient listed above, hereby submit the documents listed as required by the terms of the contract. _____ Authorized Representative 5/14/2013 Date	
FOR ODOC USE ONLY: Reviewer _____			
Project Manager Initials _____ Date _____ ConPlan Initials _____ Date _____ PER Review Initials _____ Date _____ Section Leader Initials _____ Date _____		Comments Monitoring Waived _____ Date: _____ Monitored _____ All Findings Resolved _____ Date _____ Closed out on IDIS _____ Date: _____ _____ _____ _____ _____ _____ _____ _____ _____ IDIS Project Number _____ IDIS Activity Number _____ County Code _____ Census Tract Number _____ Federal Match Total _____	
Total Accrued Expenditures			
Balance Deobligated			

CDBG FINAL EXPENDITURE REPORT

Name of Grant Recipient:
City of McAlester

Contract Number:
14421 CDBG 10

INTEREST RECONCILIATION

TOTAL INTEREST EARNED	\$0.00
LESS INTEREST EXPENDED	\$0.00
BALANCE OF UNEXPENDED INTEREST	\$0.00

COST CATEGORY	CODE	TOTAL EXPENDITURES	BUDGET	REMAINING BALANCE
1. Planning	551020			\$0.00
2. Engineering	551030			\$0.00
3. Architecture	551031			\$0.00
4. Inspection	551032			\$0.00
5. Housing Rehabilitation	551049			\$0.00
6. Acquisition & Disposition	551050			\$0.00
7. Clearance/Demolition	551070			\$0.00
8. Utilities	551080			\$0.00
9. Water System	551090	\$73,874.00	\$73,874.00	\$0.00
10. Sewer System	551091			\$0.00
11. Solid	551100			\$0.00
12. Ambulance	551161			\$0.00
13. Fire Protection	551160			\$0.00
14. Handicap Accessibility	551044			\$0.00
15. Community Facility	551110			\$0.00
16. Senior Citizens Center	551112			\$0.00
17. Parks	551150			\$0.00
18. Streets	551180			\$0.00
19. Flood & Drainage	551190			\$0.00
20. Other (Specify)	551210			\$0.00
21. Sub-Total (Lines 1 thru 20)		\$73,874.00	\$73,874.00	\$0.00
22. Direct Grantee Admin.	551018			\$0.00
23. Public Facilities Admin.	551010			\$0.00
24. Total ADMIN (Lines 22 + 23)		\$0.00	\$0.00	\$0.00
25. Total CDBG Costs (Lines 21 + 24)		\$73,874.00	\$73,874.00	\$0.00
26. Other Federal Funds				\$0.00
27. State/Local Funds		\$74,126.00	\$74,126.00	\$0.00
28. Private Funds				\$0.00
29. Other				\$0.00
30. TOTAL MATCH FUNDS (Lines 26 thru 29)	555230	\$74,126.00	\$74,126.00	\$0.00
31. GRAND TOTAL (Lines 25 + 30)		\$148,000.00	\$148,000.00	\$0.00

CONTRACT CLOSEOUT CERTIFICATIONS

Grant Recipient Name: City of McAlester	Contract Number: 14421 CDBG 10
---	--------------------------------

I. FINAL CASH RECONCILIATION

- A. Total Cash Received Under This Contract (Include Cash in Transit) \$73,874.00
- B. Less: Total Expenditures This Contract \$73,874.00
- C. Excess Cash on Hand to be Refunded to ODOC \$ 0.00
- D. I certify that the expenditures reported are taken from the original books of account and that such expenditures are valid and consistent with the terms of this contract.
- E. I further certify that the attached check in the amount of \$0.00 fully represents all money received for but not expended in performance of this contract. (Same as Line C above).
- F. This amount is refunded to ODOC in accordance with the terms of the contract.

II. RELEASE

- A. Pursuant to the terms of this contract and in consideration of the Total Accrued Expenditures referred to in Line B above which have been paid or will be paid to the Grant Recipient, upon payment of any remaining balance to ODOC, the Grant Recipient does hereby remise, release, and discharge the State of Oklahoma (ODOC), and their officers, agents, and employees of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the performance of this contract.
- B. I understand that the Total Accrued Expenditures certified I-D above will become the final total obligated amount of this contract.

III. ASSIGNMENT OF REFUNDS REBATES, AND CREDIT

Pursuant to the terms of this contract and in consideration of payment of costs as provided in said contract, Grant Recipient does hereby:

- A. Assign, transfer, set over and release to ODOC all right, title, and interest to all refunds, rebates and credits or other amounts, including any interest thereon, arising out of the performance of this contract, together with all rights of action accrued or which may accrue thereunder.
- B. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts, including any interest thereon, due or which may become due, and to forward promptly by check made payable to ODOC any proceeds so collected.
- C. Agree to cooperate fully with ODOC as to any claim or suit in connection with such refunds, rebates, credits or other amounts due, including any interest thereon; to execute any protest, pleading, application, power of attorney or documents in connection therewith; and to permit ODOC to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

This Closeout was completed by:

Millie Vance
Name of Preparer

580-226-6489
Phone Number

Admin. Consultant
Title of Preparer

Millie Vance
Signature of Preparer

I Certify the information contained in this closeout is true and accurate to the best of our knowledge:

Signature of Clerk / Accountant

Cora Middleton, Clerk
Typed Name

Date

Signature of Chief Elected Official

Steve Harrison, Mayor
Typed Name and Title

Date

July 2009

NOTICE OF PUBLIC HEARING

TOPIC: FY-10 Small Cities CDBG Grant, Waterline Project; Final Performance Report

On **April 23, 2013**, at **6:00 P.M.** the **City of McAlester** will hold a public hearing on accomplishments of it's **FY-10** Community Development Block Grant Project. The hearing will be held at the McAlester City Hall, Council Chambers Room located at First and Washington Streets.

Program accomplishments will be discussed with citizens providing the opportunity to ask questions and make input to the program.

Posted at: The City of McAlester, City Hall, 28 E. Washington, McAlester, OK 74501

Posted by: Cora Middleton, City Clerk

Date Posted: April 2, 2013



FINAL WAGE COMPLIANCE REPORT

Grant Recipient Name: City of McAlester	Contract Number: 14421 CDBG 10
Contact Person: Millie Vance	Telephone No.: 580-226-6489
Project Name: McAlester Small Cities CDBG 2010 Project	Project Location: McAlester, OK
Construction Completion Date: 4/23/13	Contract Amount: \$141,340.00
Prime Contractor: C.S. Day & Associates, LLC	
Subcontractors: R & M Utilities	

1. Were any workers paid less than the specified Davis-Bacon rates that applied to this project?

☐ Yes ☒ No

2. If YES:

- a. What was the total amount of restitution paid? \$

- b. What was the method of restitution?

☐ Paid by the Contractor

☐ Paid by Grant Recipient with funds withheld from payment to the Contractor

Firm

Affected Employees

Amount of
Restitution Paid

Nature of Violations

(Attach additional pages if necessary.)

3. Were any workers not paid the correct overtime payments? ☐ Yes ☐ No

If YES: Liquidated damages at the rate of \$10 for each calendar day for each worker must be calculated and the Contractor notified of his liability, and

4. Provide information concerning the nature of the overtime violations. This should include:

- a. Firm's Name, Address and Phone Number:

- b. Date Contractor was notified in writing of the amount of liquidated damages which could be assessed:

- c. Date the Contractor responded to the written notice: (must be within 30 days of the receipt of notification):

- d. Did the Contractor seek a reduction or waiver of the liquidated damages?

☐ Yes

☐ No

e. If YES: Was the requested approved and for what

☐

Yes - Reduction.

☐

Yes - Waiver.

☐

No.

f. On what grounds was HUD's or USDOL's response based?

g. Total amount of Liquidated Damages paid: \$

h. What was the method of payment of the Liquidated Damages?

☐

Paid by the Contractor

☐

Paid by the Grant Recipient with funds withheld from payment to the Contractor.

i. Did the Contractor appeal the final decision to assess Liquidated Damages to the Wage Appeals Board?

☐

Yes

☐

No

j. Attach copies of all correspondence relative to any Liquidated Damages.

5. If appropriate, attach a recommendation of and justification for sanctions against the Contractor.

Submitted by:

Signature

Date

5/14/13

Steve Harrison

Typed Name

Title

Mayor

ENGINEER'S CERTIFICATE OF COMPLETION

I, Robert Vaughan, P.E., of the firm of Mehlburger Brawley, a registered professional Engineer in the State of Oklahoma, and project Engineer for Mehlburger Brawley of Pittsburg County, Oklahoma, for certain improvements consisting of:

2010 CDBG Water Improvements

Do hereby concur that the above referred to improvements were accomplished according to approved plans and specifications and/or duly authorized change orders, to the best of my knowledge, information and belief. This Certification is for the benefit of the OWNER listed above to finalize the project quantities and payment.

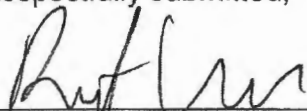
C.S. Day & Associates of Talala is the prime contractor on this job.

A final field observation of the project was completed.

I DO HEREBY APPROVE THE ABOVE REFERRED TO IMPROVEMENTS, AND RECOMMEND APPROVAL TO THE City of McAlester / McAlester Public Works Authority.

Dated this 12th day of April, 2013.

Respectfully submitted,



Robert Vaughan, P.E.

Warranty period will be for 1 year and begin on the 14th day of March, 2013.

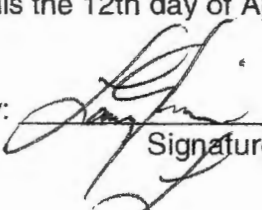
Accepted: City of McAlester

Acknowledged: CS Day & Associates

This the ____ day of _____, 2013

This the 12th day of April, 2013.

By: _____
Signature

By: 
Signature

Printed Name/Title

Larry Knori, Member

CITY OF MCALESTER Report has been submitted.

April 6, 2013

Section 3 Summary ReportEconomic Opportunities for
Low and Very Low-Income PersonsU.S. Department of Housing
and Urban Development
Office of Fair Housing
and Equal OpportunityOMB Approval No.2529-0043
(exp. 8/17/2015)

HUD Field Office : : OKLAHOMA CITY, OK

See Public Reporting Burden Statement below

1.Recipient Name:

City of McAlester

Recipient Address: (street, city, state, zip)P. O. Box 578
McAlester , Oklahoma 74501**2. Agency ID:**

14421

3. Total Amount of Award: \$ 73,874
Amount of All Contracts Awarded: \$ 73,874**4. Contact Person:**

Millie Vance

5. Phone: 580-226-6489**Fax:** 580-226-9781**E-Mail:** millievance@att.net**6. Reporting Period:** Quarter 4 of Fiscal Year 2013**7. Date Report Submitted:**

04/06/2013

8. Program Code-Name:

8-CDBG-State Administered

Program Codes:

3A = Public/Indian Housing Development

4 = Homeless Assistance

7 = CDBG-Entitlement

10= Other Housing Programs

1 = Flexible Subsidy

3B = Public/Indian Housing Operation

5 = HOME Assistance

8 = CDBG-State Administered

2 = Section 202/811

3C = Public/Indian Housing Modernization

6 = HOME-State Administered

9 = Other CD Programs

Part I. Employment and Training (Columns B, C, and F are mandatory fields.)					
A Job Category	B Number of New Hires	C Number of New Hires that are Sec.3 Residents	D % of Section 3 New Hires	E % of Total Staff Hours for Section 3 Employees	F Number of Section 3 Trainees
Professionals	0	0	0.00 %	0.00 %	0
Technicians	0	0	0.00 %	0.00 %	0
Office/Clerical	0	0	0.00 %	0.00 %	0
Officials/Managers	0	0	0.00 %	0.00 %	0
Sales	0	0	0.00 %	0.00 %	0
Craft Workers (skilled)	0	0	0.00 %	0.00 %	0
Operatives (semiskilled)	1	0	0.00 %	0.00 %	0
Laborers (unskilled)	0	0	0.00 %	0.00 %	0
Service Workers	0	0	0.00 %	0.00 %	0
Other (List)	0	0	0.00 %	0.00 %	0
Total	1	0			0

Part II. Contracts Awarded**1. Construction Contracts:**

- A. Total dollar amount of all construction contracts awarded on the project \$ 73,874
- B. Total dollar amount of construction contracts awarded to Section 3 businesses \$ 0
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses 0.00 %
- D. Total number of Section 3 businesses receiving construction contracts 0

2. Non-Construction Contracts:

- A. Total dollar amount of all non-construction contracts awarded on the project \$ 0
- B. Total dollar amount of non-construction contracts awarded to Section 3 businesses \$ 0
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses 0.00 %
- D. Total number of Section 3 businesses receiving non-construction contracts 0

Part III. Summary of Efforts

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Select **yes** to all that apply)

Yes Recruited low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

No Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

No Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

No Coordinated with Youthbuild Programs and administered in the metropolitan area in which the Section 3 covered project is located.

No Other; describe below.

Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency

may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.



McAlester City Council

AGENDA REPORT

Meeting Date:	May 14, 2013	Item Number:	3
Department:	Planning & Community Development		
Prepared By:	Jennifer Santino, Code Enforcement Officer	Account Code:	N/A
Date Prepared:	April 29, 2013	Budgeted Amount:	N/A
		Exhibits:	(5) See Below

Subject

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
3. Plat of Subdivision "Royal Oaks"
4. Final Plat Requirements worksheet
5. Legal description and map

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

05/03/13

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

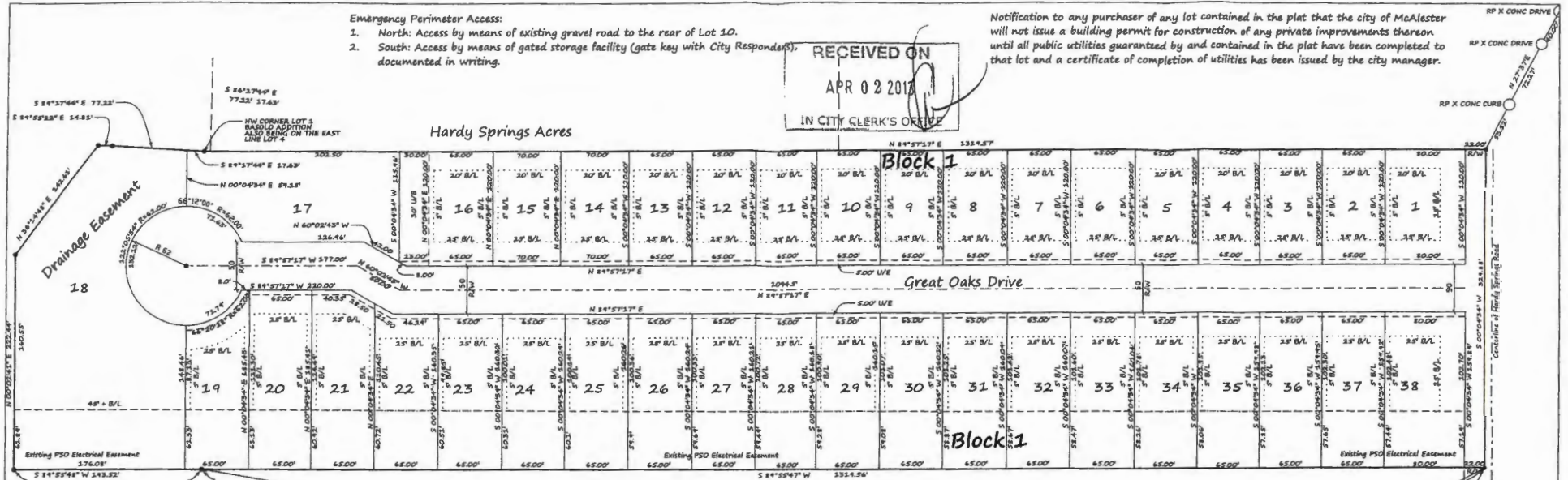
By: _____
COMMISSIONER

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.

RECEIVED ON
APR 02 2013
IN CITY CLERK'S OFFICE

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.



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\"

AND

A TRACT OF LAND IN LOT 4 (ALSO DESCRIBED AS THE SW 1/4 SW 1/4) 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 SOUTHWEST 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 293.52 FEET TO A POINT (GROUND S 89°55'48\"

D & DEVELOPERS LLC, owner of the described property hereby certify that we have caused the same to be plotted 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.

Dave 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.

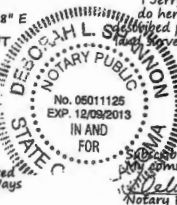
Mayor

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 plotted the hereon described property in accordance with the Oklahoma minimum standards for land surveyors. Witness my hand and seal this 1st day of April, 2013.

Jerry Perry, PLS 1073



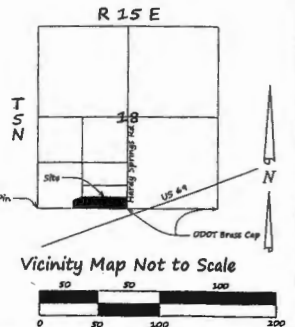
Subscribed and sworn to before me this 1st day of April, 2013.
My commission expires 12/09/2013.
Notary Public

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 action 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
Scale: 1" = 50'
Date: 01-APR-2013



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.

ENG.

3/27/13

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.
RLC

3/27/13

Comments: _____

_____ The lines if all proposed streets fully dimensioned by lengths and bearings or angles.

ENG.
RLC

3/27/13

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.
RLC

3/27/13

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 ENG 3/27/13
curvilinear streets and radii for all property returns. RLC

Comments: _____

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

ENG
RLC

3/27/13

Comments: _____

A title which shall include:

_____ (a) Name of the subdivision.

ENG
RLC

3/27/13

Comments: _____

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

ENG
RLC

3/27/13

Comments: _____

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

ENG
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.

ENG 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).

ENG 3/27/13
RLC

Comments: _____

DEVELOPER WILL MOST LIKELY DO UTILITIES AND
ROAD 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

feet
meters





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>05/14/2013</u>	Item Number:	<u>4</u>
Department:	<u>Fire Department</u>	Account Code:	<u></u>
Prepared By:	<u>Brett Brewer</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>05/02/2013</u>	Exhibits:	<u>1 – amended ordinance</u>

Subject

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.

Recommendation

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

Discussion

The State of Oklahoma has recently adopted the 2009 International Fire Code and the 2009 International Building Codes, as well as, the 2012 NFPA 101 Life Safety Code. The McAlester Fire Department would like to adopt the same codes, and amend Article III Section 50-51 Fire Prevention Codes.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		BB	05/02/2013
City Manager	P. Stasiak	<i>P/S</i>	05/06/2013

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL, THAT:

SECTION 1: Section 50-51 of the Code of Ordinance, City of McAlester, Oklahoma is hereby amended to read as follows:

Section 50-51. Adopted.

There is hereby adopted, for the purpose of establishing rules and regulations for fire prevention, the International Building Code, ~~2006~~ 2009 edition; the International Fire Code, ~~2006~~ 2009 edition; and the NFPA - 101 Life Safety, ~~2006~~ 2012 edition, the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, and the same is hereby incorporated as a part hereof as fully as if set out at length in this article. Copies of the adopted codes are on file in the office of the fire marshal.

SECTION 2: Emergency Clause:

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

PASSED and the EMERGENCY CLAUSE ruled on separately this ____ day of _____, 2013.

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

(SEAL)

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this ____ day of _____, 2013.

By _____
William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: 05/02/2013
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 05/02/2013

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Discussion, and possible action, on renewing our agreement between City of McAlester and Advanced Data Processing, INC (dba Intermedix-ADPI)

Recommendation

Motion to approve the agreement.

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

		Initial	Date
Department Head		BB	05/05/2013
City Manager	P. Stasiak		05/06/2013

**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.

**ADVANCED DATA PROCESSING, INC.,
a subsidiary of INTERMEDIX
CORPORATION, a DELAWARE
CORPORATION**

**CITY OF MCALESTER, AN
OKLAHOMA MUNICIPALITY**

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 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

Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

38. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

39. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

40. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

41. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

42. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

43. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

44. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: City of McAlester
P. O. Box 578
McAlester, OK 74502
Attn: Carol Janisch
Telephone no: (918) 421-4950
Email: Carol.Janisch@cityofmcalester.com

If to Business Associate: Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308

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 14, 2014
Department: Planning and Community Development
Prepared By: Peter J. Stasiak, City Manager
Date Prepared: May 3, 2013

Item Number: 6
Account Code:
Budgeted Amount:
Exhibits: 3

Subject

Discussion, and possible action to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester.

Recommendation

Motion to approve Quit Claim Deed.

Discussion

KiBois Community Action Foundation, Inc. is deeding said lots listed on Exhibit "A" back to the City of McAlester.

Attachments:

- 1) New Quit Claim Deed
- 2) Quit Claim Deed – August 26, 2008 deeding lots to the City
- 3) Exhibit "A" list of legal descriptions of real property

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

05/06/13

**QUIT CLAIM DEED
(Corporation)**

THIS INDENTURE, Made this _____ day of _____, 2013,
between KiBois Community Action Foundation, Inc., party of the first part, and The City
of McAlester, 28 E. Washington, McAlester, Oklahoma 74501, party of the second part;

Witnesseth, that said party of the first part, in consideration of One and no/100ths
Dollars (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, does
hereby quit claim, grant, bargain, sell and convey unto the said party of the second part,
all right, title, interest and estate of first party, in and to all the following described
property situate in Pittsburg County, State of Oklahoma, to-wit:

Legal descriptions of real property deeded is attached as "Exhibit A"

NO REVENUE GIVEN FOR DEED (68 O. S. 3202)
together with all improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the
second part, and to these successors, heirs and assigns of the second party forever, so that
neither the said party of the first part or any persons in their name and behalf, shall or will
hereafter claim or demand any right to title to the said premises or any part thereof; but
they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said party of the first part has hereunto set his hand the
day and year first above written.

(Seal)

KiBois Community Action Foundation, Inc.

Attest: _____

By: _____

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA

SS:

COUNTY OF _____

On this _____ day of _____, A.D. 2013, before me, the undersigned, a
Notary Public in and for the County and State aforesaid, personally appeared
_____ and _____, to me known to b4e the
identical persons who signed the name of the maker thereof to the within and foregoing
instrument and acknowledged to me that they executed the same as their free and

voluntary act and deed, and as their free and voluntary act and deed of said KiBois Community Action Foundation, Inc., for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written above.

(Seal)

Notary Public

My Commission expires: _____

My Commission number: _____

Exhibit "A"

All Properties are Surface Only

1. E/2 Lot 7 Block 441 South McAlester & N 16' of Vacant Kiowa Avenue lying adjacent thereto
2. W 62 ½' Lot 7 Block 443 South McAlester
3. E 50' or E/2 Lot 9 Block 621 South McAlester
4. W/2 Lot 3 Block 220 South McAlester
5. E/2 Lot 7 Block 265 South McAlester
6. W/2 Lot 14 Block 215 South McAlester
7. Lot 2 Block 257 South McAlester
8. Lot 6 Block 279 South McAlester
9. E 50' Lot 4 Block 293 South McAlester
10. W 90' Lot 7 Block 342 South McAlester
11. W 60' Lot 5 Block 340 South McAlester
12. W 80' Lot 5 Block 371 South McAlester
13. W 50' or W/2 Lot 3 Block 421 South McAlester
14. W 75' Lot 3 Block 416 South McAlester

no
fee

196408
QUIT CLAIM DEED
 (Corporation)

THIS INDENTURE, Made this 26th day of August, 2008, between The City of McAlester, Oklahoma, party of the first part, and KiBois Community Action Foundation, Inc., Po Box 727, Stigler Oklahoma 74462, party of the second part;

Witnesseth, that said party of the first part, in consideration of the sum of One and no/100ths Dollars (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto the said party of the second part, all right, title, interest and estate of first party, in and to all the following described property situate in Pittsburg County, State of Oklahoma, to-wit:

Legal description of real property deeded is attached as "Exhibit A"

NO REVENUE GIVEN FOR DEED (68 O. S. 3202)

together with all improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the second part, and to these successors, heirs and assigns of the second party forever, so that neither the said party of the first part or any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred. Provided, title to any tract or lot hereby conveyed, upon which no new affordable single family residence is constructed within a period of three(3) years from the date of this deed, shall revert to grantor.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and

year first above written.



City of McAlester, Oklahoma

By: [Signature]
 Kevin E. Priddle
 Mayor

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA

SS:

COUNTY OF PITTSBURG

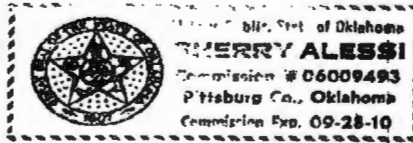
On this 26th day of August, A.D. 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Kevin E Priddle and Cora Middleton, to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument as its Mayor and City Clerk and acknowledged to me that they executed the same as their free and voluntary act and deed, and as their free and

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voluntary act and deed of said City of McAlester, Oklahoma, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written above.

(seal)



Terry Alessi
Notary Public

My Commission expires: 9-28-10
My Commission no.: 06 009493

STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

2008 SEP 12 PM 12:27

DB
DEBBIE BURCH
COUNTY CLERK



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Exhibit "A"**All Properties are Surface Only**

1. E/2 Lot 7 Block 441 South McAlester & N 16' of Vacant Kiowa Avenue lying adjacent thereto
2. W 62 ½' Lot 7 Block 443 South McAlester
3. E 50' or E/2 Lot 9 Block 621 South McAlester
4. W/2 Lot 3 Block 220 South McAlester
5. E/2 Lot 7 Block 265 South McAlester
6. W/2 Lot 14 Block 215 South McAlester
7. Lot 2 Block 257 South McAlester
8. Lot 6 Block 279 South McAlester
9. E 50' Lot 4 Block 293 South McAlester
10. W 90' Lot 7 Block 342 South McAlester
11. W 60' Lot 5 Block 340 South McAlester
12. W 80' Lot 5 Block 371 South McAlester
13. W 50' or W/2 Lot 3 Block 421 South McAlester
14. W 75' Lot 3 Block 416 South McAlester

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McAlester City Council

AGENDA REPORT

Meeting Date: May 14, 2013
Department: City Manager
Prepared By: Peter J. Stasiak
Date Prepared: May 3, 2013

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

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

Recommendation

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

Discussion

Attachment – Proposed Budget

Approved By

Department Head
City Manager

P. Stasiak

Initial

Date

05/03/2013

Council Chambers
Municipal Building
April 23, 2013

The McAlester Airport Authority met in a 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, John Titsworth, 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. Read to approve the following:

- Approval of the Minutes from the April 9, 2013 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending April 16, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$967.58.
- Confirm action taken on City Council Agenda Item 8, a Resolution to adopt the Capital Improvement Program 2013/2014-2017/2018. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 9, an Amendment to Airport Consultant LBR's contract with the City of McAlester. (*Mel Priddy, Director of Community Services*)

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

AYE: Trustees Karr, 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. 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 Karr, 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
April 23, 2013

The McAlester Public Works Authority met in a 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, John Titsworth, Travis Read, Robert Karr,
Sam Mason & Steve Harrison
Absent: Buddy Garvin
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Mason and seconded by Mr. Karr to approve the following:

- Approval of the Minutes from the April 9, 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 April 16, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$151,089.17.
- Confirm action taken on City Council Agenda Item C, to ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(John Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item G, to authorize the Mayor to sign XTO Energy, Inc. Division Order for Property No. 132143, Jernigen 01-08H05, Pittsburg County, Oklahoma. The DO is confirmation that the well has reached producing status, provides a legal description of the property and confirms the City's decimal interest in revenues. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33302-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item I, concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.33297-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item J, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 5 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item K, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 6 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item L, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 7 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item M, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 9 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item N, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Pittsburg County Rural Water District No. 16 and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item O, approving ADDENDUM NO. 5, to the Water Purchase Contract between the City of McAlester and Oklahoma State Penitentiary and authorizing the Mayor to sign ADDENDUM NO. 5. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item P, approving ADDENDUM NO. 1, to the Water Purchase Agreement between the City of McAlester and Pliant, L.L.C. and authorizing the Mayor to sign ADDENDUM NO. 1. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, authorizing the Mayor to sign a contract between the City of McAlester and K-Bar Company to construct the Mallard Lane and Flamingo Road Drainage Improvements. *(John Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, 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 4, 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 6, authorizing the Mayor to sign a Resolution calling for a Special Election on the 13th day of August, 2013, submitting to the registered, qualified voters of the City of McAlester a question concerning a 25 year

non-exclusive franchise with Centerpoint Energy Resources Corp., d/b/a/ Centerpoint Energy Oklahoma Gas and issue an Election Proclamation. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 8, a Resolution to adopt the Capital Improvement Program 2013/2014-2017/2018. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, Re-Plat for "CVS McAlester Addition". *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 12, an Ordinance of the City of McAlester, Oklahoma, amending Chapter 46, Environment, of the McAlester Municipal Code, Article II, Nuisances, Section 46-30, Same-Health Nuisances and Article III, Lot Cleaning, Section 46-53, Prohibited; Responsibilities; Repealing all Conflicting Ordinances; and Declaring an Emergency. *(Mayor Steve Harrison and Vice Mayor Sam Mason)*

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

AYE: Trustees Smith, Titsworth, Read, Karr, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Smith, Titsworth, Read, Karr, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary